



Antrim County Board of Commissioners



Terry VanAlstine, Chairman

Thursday, December 7, 2023 @ 10:00 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:

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.**
4. Sheriff's Report
5. Approval of Agenda2
6. Approval of Minutes2
 - A. [November 16, 2023 Regular Meeting](#)
 - B. November 16, 2023 Closed Session
7. Communications/Notices
8. Liaison Reports/Committee Reports (as needed)
 - A. [Brownfield Redevelopment Authority](#)
9. Old/Unfinished Business
10. New Business3
 - A. Claims and Accounts
 - B. Brownfield Redevelopment Authority – Resolution to Adopt Brownfield Project Plan
 - C. Probate & Family Court – FY2024 Child Care Fund Budget
 - D. Sheriff's Office
 1. Jail – Inmate Food Services Agreement
 2. Dispatch – Core Technology Services Agreement
 - E. Dams Operator/Drain Commissioner – Great Lakes Energy Peoples Fund Grant Agreement
 - F. Emergency Operations – Paddle Antrim Ripple Effect Grant Agreement
 - G. Forestry – Lump Sum Bid Purchase Agreement
 - H. Grass River Natural Area – Sparks Grant Agreement
 - I. Administration
 1. Changes to Purchasing & Bid Policy
 2. Medical Investigator Fee Increase – Contract Amendment
 3. Torch Lake Protection Alliance Fiduciary Request
11. Appointments/Annual Reports
 - A. Annual Reports
 1. [Prosecuting Attorney's Office](#) (Written Submission)
 2. [13th Circuit Court](#) (11:00 a.m.)
 - B. Appointments
 1. Geep Charlebois, Bellaire High School Senior Seminar (11:15 a.m.)
12. ReportsX
 - A. County Administrator Report

1. ACT Financials – October 2023

B. Finance Director Report

C. Chairman Report

13. Various Matters

14. Public Comment

15. Adjourn



Memorandum Administration Office

December 7, 2023

TO: Board of Commissioners
FR: Jeremy Scott, County Administrator
RE: Approval of Agenda, Minutes

You should have received your agenda packet via electronic communication on November 30. 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 an electronic set of meeting minutes from the November 16, 2023 regular meeting. If there are no corrections to those minutes, please consider the following action:

Motion by _____, seconded by _____ to approve the minutes of the November 16, 2023 regular meeting as presented.

Finally, the Clerk will be presenting each of you with hard copies of the November 16th closed session minutes. If there are no corrections to those minutes, please consider the following action:

Motion by _____, seconded by _____ to approve the minutes of the November 16, 2023 closed session as presented.



Memorandum Administration Office

December 7, 2023

TO: Board of Commissioners
FR: Jeremy Scott, 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: December 7, 2023

Department: Brownfield Development Authority / Administration

Submitted By: Jeremy Scott

Agenda Item: Resolution to Adopt Brownfield Plan

| |
|--|
| 1. Action Request/Suggested Motion |
| Approve the Resolution to Approve the Brownfield Plan for Bellaire Lofts, 6612 Bellaire Highway, Bellaire, Michigan. |
| 2. Background and Current Situation – Concisely include pertinent facts, dates, etc. |
| <p>On November 1, the Village of Bellaire approved the Bellaire Lofts Brownfield Plan. The Forest Home Township Board approved the Plan on November 2.</p> <p>On November 14, the Antrim County Brownfield Development Authority (ACBRA) approved a motion by a 6-1 vote recommending approval of the Bellaire Lofts Brownfield Plan by the Antrim County Board of Commissioners. If the Board of Commissioners approves the plan, it would then go to the State of Michigan for final approval.</p> |
| 3. Goal – Why the action is necessary; What is the specific target or outcome desired? |
| The proposed Bellaire Lofts is a workforce, middle-income housing project. The Fact Sheet provided by the developer’s Brownfield consultant states that without the incentive allowed by Public Act 381 of 1996, the project would not move forward. |
| 4. Financial – Budget-related information |
| <p>There is no financing being provided to the developer by the County or by the ACBRA. Project-related costs incurred by the Brownfield Development Authority would be considered eligible activities and would be reimbursed to the County.</p> <p>The proposed plan is a 30-year Tax Increment Financing (TIF) incentive; taxing entities would receive property taxes from the property owner at the base year rate until the end of the TIF. When the TIF expires, property taxes for that parcel would increase to the full taxable value. The proposed resolution includes a five-year review of the Brownfield Plan to determine whether or not there is a necessity to continue the TIF to 30 years, or if a shorter time frame would suffice.</p> |
| 5. Legal Review |
| N/A |
| 6. Policy Implications |
| N/A |
| 7. Plan – Timeline with who, what, where, and how |
| If approved by the Board and then the State of Michigan, the developer expects construction to commence immediately. |
| 8. Alternative Plan – What are the implications if failure to approve? |
| The Bellaire Lofts Brownfield Plan will not move forward, and the proposed housing project will not be constructed. |
| 9. Attachments Included |
| <ul style="list-style-type: none"> • Proposed Resolution to Approve the Brownfield Plan for Bellaire Lofts • Antrim County Brownfield Redevelopment Authority 11/14/2023 meeting minutes • Bellaire Lofts Project Fact Sheet • Brownfield Plan – Bellaire Lofts |

COUNTY OF ANTRIM
Resolution #___-2023
RESOLUTION TO APPROVE THE BROWNFIELD PLAN FOR BELLAIRE LOFTS
6612 Bellaire Highway, Bellaire, Michigan

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible activities approved in a Brownfield Plan; and

WHEREAS, the Antrim County Board of Commissioners (the “Commission”) established the Antrim County Brownfield Redevelopment Authority (the “Authority”) under the procedures required under Act 381 and filed with the Secretary of State on July 26, 1999 to facilitate the redevelopment of Brownfields within the Antrim County; and,

WHEREAS, a Brownfield Plan that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan has been prepared for the redevelopment of 6612 Bellaire Highway into a total of 183 residential suites for workforce housing to be developed by the 1983 Company; and

WHEREAS, Act 381 requires the Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities and there will be a review of Brownfield TIF revenues, project income, and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy that may result in an amended Brownfield Plan; and

WHEREAS, The Brownfield Plan for Bellaire Lofts has been reviewed and resolutions of concurrence were adopted by the Bellaire Village Council at their November 1, 2023 meeting and Forest Lake Township Board at their November 2, 2023 meeting; and

WHEREAS, the Antrim County Brownfield Redevelopment Authority has reviewed the Brownfield Plan for Bellaire Lofts at their November 14, 2023 special meeting and adopted a resolution to approve the Brownfield Plan and recommended approval by the Antrim County Board of Commissioners; and

WHEREAS, a public hearing on the Brownfield Plan was held on December 7, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

NOW THEREFORE BE IT RESOLVED that the Antrim County Board of Commissioners has reviewed the Bellaire Lofts Brownfield Plan and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan constitutes a public purpose of providing workforce housing, redevelopment of underutilized property, increased private investment and property tax value;

- (b) The Brownfield Plan meets the requirements of Section 13 and Section 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, consistent with the format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of eligible activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of eligible property;
- (c) The proposed method of financing the costs of eligible activities, private financing arranged by the 1983 Company is feasible and no financing by the Authority is proposed; and
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381; and
- (e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan is reasonable, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding eligible activity obligation approved as part of the Brownfield Plan and expenses reviewed and approved by the Antrim County Brownfield Redevelopment Authority; and

BE IT FURTHER RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Antrim County Board of Commissioners hereby approves the Brownfield Plan for Bellaire Lofts.

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

State of Michigan)
 County of Antrim)

I, Sheryl Guy, Clerk of the County of Antrim and the Antrim County Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board at a regular meeting on December 7, 2023.

In witness whereof I have hereunto set my hand and affixed the Seal of the County of Antrim this 7th day of December, 2023, at Bellaire, Michigan.

Sheryl Guy, Clerk

Antrim County Brownfield Redevelopment Authority

November 17, 2023
SPECIAL MEETING
Minutes

Members present: Rachel Krino, Sherry Comben, Garry Ellison, Cherie Hogan, Kathleen Peterson, Christy Wilson
Members Absent: Pete Garwood, Dawn LaVanway
Others Present: Donna Gundle-Krieg, Mac McClelland, Derek Coppess, Susan Wenzlick, Patrick Boyd, Cindy Carr, Carla Bart, Jeremy Scott, Janet Koch

1. Call to Order

The meeting was called to order at 9:53 am by Rachel Krino.

2 Public Comment

Donna Gundle-Krieg, a Mancelona real estate broker and Mancelona Township trustee, noted the need for housing in the area. However, she felt there were many unanswered questions, and that there was no need for the community to hurry a decision. She stated that her primary concerns were the loss of revenue and that the project impacted the entire area. She also commented that the developer had lawsuits against him, and that the developer should be asked about those lawsuits.

Derek Coppess, 1983 Company, developer of Bellaire Lofts, said the lawsuits were the result of past mistakes that he acknowledged. He said he hadn't originally planned to build affordable housing in the area, but sees a deep need for it.

A Bellaire resident had questions regarding the TIF legislation, said he'd talked to MSHDA and EGLE representatives and he wasn't sure how it was a benefit to the area. He asked how a developer could have experience using the TIF when the program was new that summer. Also asked if the proposed housing was for affordable or workforce.

Patrick Boyd, Bellaire business owner, Village of Bellaire council member, and Planning Commissioner for the Village of Bellaire, noted that if the Brownfield Plan wasn't approved, the project would not go forward and no new housing would be constructed on the site.

Cindy Carr, area resident, mentioned a desire for trees to screen the property. She didn't understand why the project couldn't be placed in another location. She asked about future hidden costs.

Carla Bart, area resident, said the project would change the face of Bellaire.

Public comment ended at 10:26 a.m.

3. Approval of Minutes

Motion by Sherry Comben, seconded by Kathleen Peterson, to approve the minutes from October 17, 2023 as presented. Motion – unanimous.

4. Bellaire Loft Brownfield Project

Sherry Comben, Antrim County Treasurer, told the ACBRA that she had received the \$10,000 from the developer and an invoice from Mac Consulting. Ms. Comben asked

Antrim County Brownfield Redevelopment Authority

about future financial reports that the ACBRA would like to see. The consensus of the ACBRA was to follow the County's purchasing policy. Going forward, the ACBRA agreed that a Treasurer's Report should be a standing agenda item. Ms. Comben said the Brownfield Act has been in effect since 1996; the new part is that housing projects are now eligible projects.

Mr. McClelland, Mac Consulting, Brownfield consultant for ACBRA, described the percentage split of taxes. Ms. Comben described the base taxation value. Ms. Comben asked if Mr. McClelland had any concerns regarding the plan. He said there is now an opportunity via TIF to close the funding gap between construction and rental rates in order to provide workforce housing. As the MSHDA calculations are new, he has recommended that a five-year review be included in the ACBRA's resolution.

Mr. Ellison asked about the total amount of tax capture; Mr. McClelland noted that the five-year review and valuation would address this. Mr. McClelland said there is no risk to the County with a Brownfield TIF; that if the developer does not meet their obligation and provide eligible expenses, that the County will not be required to reimburse.

Ms. Hogan asked the number of units, projected rents, the developer's estimated monthly payments, lease agreements, and running credit reports on the developer. Mr. McClelland said the Brownfield Plan is essentially a budget, that an upcoming developer's reimbursement agreement between ACBRA and 1983 Company will detail many items.

Susan Wenzlick, Senior Brownfield Consultant for Fishbeck and The 1983 Company, presented information about Brownfield TIF. Ms. Wenzlick noted that, if the ACBRA and the Antrim County Board of Commissioners approves the proposed Brownfield Plan, that in addition to a developer agreement, the ACBRA will also need to eventually approve a plan with MSHDA for the housing funds.

Ms. Hogan noted that she could be in favor of a 5-year TIF, but not a 30-year. Mr. Timmer said he'd asked at a previous meeting if the developer had a Commitment to Lend and the answer had been in the affirmative. Mr. Timmer said this is a financial concept that carries a lot of weight; that if a Commitment to Lend has been provided, it means the developer has done their due diligence.

Mr. Ellison asked about a \$9.7 million tax capture for a \$17 million project. Mr. McClelland said that was the maximum tax capture allowed.

Ms. Hogan asked what happened if the project defaults; Mr. McClelland said that would be outlined in the reimbursement agreement. He said if there was a default, the tax capture would not automatically be transferred; there would be a contractual assignment that the ACBRA could approve.

Ms. Wilson said that Mr. McClelland stated there is no risk to the County with the project. She also noted that the ACBRA also serves as the EDC, and the EDC's mission is to promote economic development.

Antrim County Brownfield Redevelopment Authority

Motion by Christy Wilson, seconded by Tim Timmer, to approve the resolution supporting the adoption of the Bellaire Lofts Brownfield Plan, and to recommend approval of the Bellaire Lofts Brownfield Plan by the Antrim County Board of Commissioners.

RESOLUTION SUPPORTING ADOPTION OF THE
BELLAIRE LOFTS BROWNFIELD PLAN, VILLAGE OF BELLAIRE,
ANTRIM COUNTY, MICHIGAN BY THE ANTRIM COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED

At a Special meeting of the Antrim County Brownfield Redevelopment Authority, held in the Antrim County Building, 2nd floor, Board of Commissioners' Room located at 203 East Cayuga, Bellaire, MI 49615 on the 14th day of November 2023 at 9:30 a.m.

WHEREAS, Antrim County, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority of Antrim County (the "Authority") and have designated that all related activities shall proceed through the Authority; and

WHEREAS, the Authority, pursuant to and in accordance with Section 3(4) and Section 13 of the Act, has reviewed and recommended for adoption by the Antrim County Board of Commissioners, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the Village of Bellaire, relating to the development of property located at 6612 Bellaire Highway, Village of Bellaire, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Authority has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, Act 381 requires the Brownfield Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities, and there is a desire to review Brownfield TIF revenues, project income and expenses and rental rates in five (5) years after the date of the first certificate of occupancy; and

NOW, THEREFORE BE IT RESOLVED THAT:

1. Plan Support. Pursuant to the authority vested in the Authority, by the Act, the Plan is hereby supported in the form attached to this Resolution.

Antrim County Brownfield Redevelopment Authority

2. Severability. Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

3. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

YEAS: Sherry Comben, Garry Ellison, Kathleen Peterson, Tim Timmer, Christy Wilson, Rachel Krino

NAYS: Cherie Hogan

ABSENT: Peter Garwood, Dawn LaVanway

5. Various Matters

None.

6. Public/Member Comment

A Bellaire resident commented that the Brownfield TIF legislation including housing was a new piece of legislation.

Meeting was adjourned at 11:55 a.m.

Bellaire Lofts Project Fact Sheet

Project Overview: The proposed project will make possible the redevelopment of a 19-acre parcel at 6612 Bellaire Highway as townhomes for Antrim County's workforce. The 1983 Company has a successful track record of boutique hotels in northern Michigan, including The Spillway in Bellaire, and understands the housing pressures on small northern Michigan communities. Businesses cannot succeed unless they have employees, and employees need homes.

The 1983 Company will construct 50 townhomes for rent. Bellaire Lofts rents are fairly comparable to other rental homes and apartments available in Antrim County. Each townhome will have one-, two-, or three-bedroom suites, each with a full bath. Four one-bedroom homes will be designed for people with physical disabilities. The project will include a total of 138 suites and four one-bedroom townhomes, to create quality housing for families or roommates. Bellaire Lofts will be targeted towards individuals and families earning up to 120% of Antrim's Area Median Income (AMI) of \$60,378. Rents will range from \$825 for a one-bedroom suite to \$2,400 for a three-bedroom townhome.

Construction costs have increased 40% in the past four years. Building new housing is not feasible if builders and developers cannot charge enough rent to pay for construction. The incentive (along with a pending grant from the Michigan State Housing Development Authority, or MSHDA) means that this project can be built and rents can be kept at rates that are affordable to many of Antrim County's working residents. Without incentives, the project will not be constructed.

This project serves an important public purpose in Antrim County and the Village of Bellaire. It will result in significant capital investment in Bellaire, and create middle income housing in a community where quality year-round housing for the local workforce is scarce. The county's employment opportunities are growing, but they are impeded by housing availability. Regional housing advocacy nonprofit Housing North estimated this year that Antrim County needs 300 rental units for households earning at or below 120% of Antrim's AMI—exactly the market for Bellaire Lofts homes. Filling some of that need will help Antrim's employers fill jobs with qualified workers who can secure housing within easy commuting distance of their workplaces.

Financial Benefits for Antrim County

The property is currently taxed on a value of about \$42,000. The 1983 Company pays \$2,350 a year in property taxes based on the \$42,000 taxable value. When the new townhomes are built, the property's taxable value will go up to about \$6,000,000. When the property value goes up, so do the property taxes - from \$2,350 a year now, to about \$309,628 a year after the townhomes are built. The difference between \$2,350 and \$309,628 (\$307,278) is the property owner's tax increase - no one else's. That's the tax increment. In 2025, out of that \$309,628,

- \$68,258 will be paid to the Village of Bellaire, Forest Home Township, and Antrim County. This includes the \$24,000 a year paid to the village as an annual service fee, \$18,767 for local school debt, \$8,818 for the sewer bond, \$8,341 for the fire department debt, \$8,332 to the Antrim County Brownfield Redevelopment Authority, and the \$2,350 of existing property taxes.
- \$17,874 will be paid to the State of Michigan.

- \$290,645 would be retained by the developer so they can keep rents low and still pay their bills for the project’s development and operations. State taxes account for \$134,278 of that amount – money that would otherwise be leaving the county and going to Lansing.
- With this incentive, each suite’s rent can be reduced by \$170.57 a month. When all the grants and incentives that will be leveraged by this tax increment financing plan are combined, the rents per suite will be reduced by about \$400 a month.

Without the Bellaire Lofts project, the property taxes will stay at \$2,350. **With the Bellaire Lofts project, the village, township, and county will keep \$68,258, more than 29 times the current property taxes.** The project helps pay down local school, fire, and sewer debts. The rest of the developer’s property taxes will keep rents at Bellaire Lofts affordable for Antrim County’s working people.

Antrim County Median Incomes and Local Rental Rates

Area Median Income (AMI) is specific to each county in Michigan. Antrim County’s AMI, as determined by MSHDA for housing development projects, is shown in the table below by household size. A household may include adults who are related to each other, adults who are not related, and children. MSHDA’s guidance requires housing costs (including utilities) that are no more than 30–35% of a person’s pre-tax income.

The table below shows a per-person income for each household size (assuming all the residents earn wages), and 30% of their pre-tax income that would be available to spend on housing. Note that a multi-person household could be one or two adults and children, so a four-person household could consist of two adults who each make \$22/hour (for a household income of \$89,205) and two kids, or four adults who each make \$11/hour.

In October 2023, rental homes and apartments in Bellaire, East Jordan, Kewadin, and Elk Rapids ranged in price from \$1,600 for a one-bedroom/one-bath unit to \$2,150 for a two-bedroom/two-bath unit. Three-bedroom/two-bath units rent for around \$1,800 a month. The rents at Bellaire Lofts (shown in the table below) are half the comparable rate for a one bedroom/one bath unit, and about comparable to other area rental rates for larger units. Bellaire Lofts rental rates reflect feedback from local employers and workers, who asked for rents at \$900 or less per person per month.

Without the brownfield TIF and other incentives, rents would need to average about \$400 more per person to cover construction debt, operations, and maintenance. This puts rent costs well above what many area working people could afford to pay. The brownfield TIF incentive means that rents will be kept at rental rates affordable to people at or below 120% of Area Median Income for a period of 30 years or the term of the reimbursement, even if local rents increase at a faster rate. Without incentives to support construction costs, no developer can afford to build new workforce housing—rents alone will not cover the cost to construct housing.

Brownfield Tax Increment Financing from MSHDA may be approved for housing projects where each household makes 80 to 120% of the AMI. The table below shows MSHDA’s income limits by household size for the proposed Bellaire Lofts project.

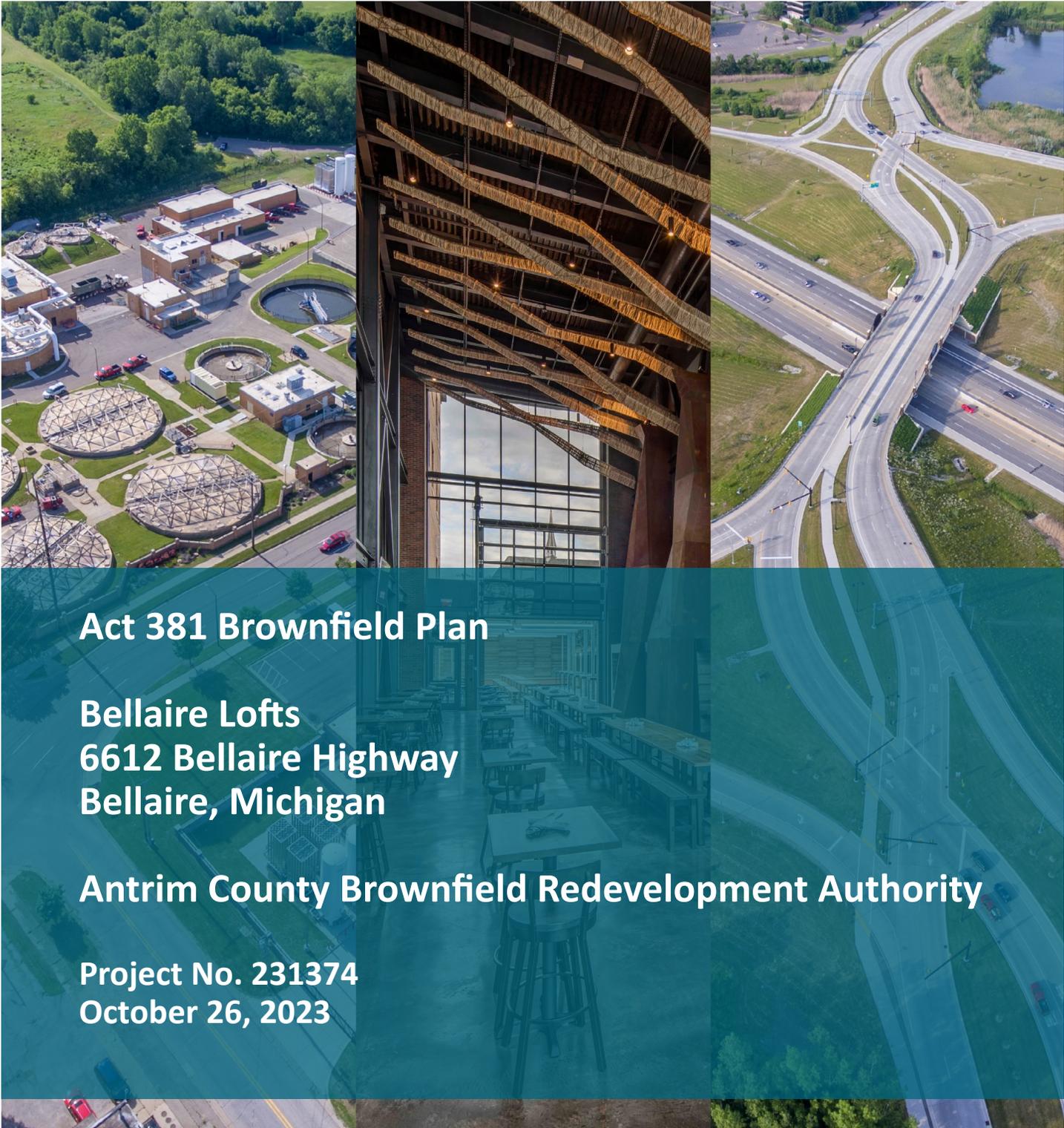
| Area Median Income | Household Size | | | |
|---|----------------------|----------------------|----------------------|----------------------|
| | 1 person | 2 people | 3 people | 4 people |
| 80% of AMI | \$41,550 | \$47,500 | \$53,450 | \$59,350 |
| 100% of AMI | \$51,938 | \$59,375 | \$66,813 | \$74,188 |
| 120% of AMI | \$62,325 | \$71,250 | \$80,175 | \$89,025 |
| Income per person at 120% of AMI (assumes all household members are wage earners) | \$62,325 (\$30/hour) | \$35,625 (\$17/hour) | \$26,725 (\$13/hour) | \$22,256 (\$11/hour) |

| Affordable Rent | 1 person | 2 people | 3 people | 4 people |
|--|---|--|---|---|
| 30% of household income available for rent at 80–120% of AMI (per month) | \$1,039 to \$1,558 | \$1,188 to \$1,781 | \$1,336 to \$2,004 | \$1,483 to \$2,225 |
| Bellaire Lofts rents for people at or below 120% AMI | \$825 for a suite in a shared townhome or \$1,625 for a one-bedroom ADA apartment | \$1,200 per person or \$2,400 for a two-bedroom with dining room or three-suite townhome | \$825 per person or a total of \$2,400 for a three-suite townhome | \$619 per person or a total of \$2,400 for a three-suite townhome |

An October 2023 search of job website Indeed.com found the following jobs available in Antrim County with pay at about the level of prospective renters for Bellaire Lofts:

- Landscaper: \$17–18/hour
- Kitchen worker, Short’s: \$14–18/hour
- Commission on Aging Meal Site Coordinator: \$13.61/hour
- Pattern maker: \$20.73–\$24.33/hour
- Reading tutor: \$20/hour
- CNC Machine Operator: \$19/hour
- Receptionist: \$15–20/hour
- Housekeeping: \$20/hour
- Legal clerk, Friend of the Court: \$16/hour
- Veterinary Technician: \$16–20/hour

| Taxing jurisdiction | 2022 Property taxes | Anticipated 2025 property taxes | Increment captured under brownfield plan | 2025 taxes retained by local governments (not including admin fees by county, village, twp) | Net developer incentive 2025 |
|---------------------------------------|--|---------------------------------|--|---|--|
| COUNCIL ON AGING | \$10 | \$1,519 | \$1,509 | | \$1,499 |
| MB | \$39 | \$5,751 | \$5,712 | | \$5,674 |
| 911 OPERATION | \$19 | \$2,875 | \$2,856 | | \$2,836 |
| CONVERSATION DISTRICT | \$4 | \$581 | \$577 | | \$573 |
| RECYCLING | \$7 | \$1,019 | \$1,012 | | \$1,005 |
| AMBULANCE | \$79 | \$11,673 | \$11,594 | | \$11,516 |
| LIBRARY | \$13 | \$1,955 | \$1,942 | | \$1,929 |
| TOWNSHIP | \$39 | \$5,828 | \$5,789 | | \$5,749 |
| FIRE | \$56 | \$8,341 | \$8,285 | \$8,341 | |
| ROADS | \$39 | \$5,828 | \$5,789 | | \$5,749 |
| Admin fee | \$2 | | | | |
| County | \$203 | \$30,087 | \$29,884 | | \$29,682 |
| State education tax | \$241 | \$35,747 | \$35,506 | | \$35,265 |
| State school tax | \$723 | \$107,241 | \$106,518 | | \$105,796 |
| School debt (local) | \$126 | \$18,767 | \$18,641 | \$18,767 | |
| ISD | \$8 | \$1,121 | \$1,113 | | \$1,106 |
| ISD | \$108 | \$16,080 | \$15,972 | | \$15,863 |
| Admin | \$14 | | | | |
| Village gen fund | \$429 | \$63,630 | \$63,201 | | \$62,772 |
| Street fund | \$126 | \$18,693 | \$18,567 | | \$18,441 |
| Sewer bond | \$59 | \$8,818 | \$8,759 | \$8,818 | |
| Admin fee | \$6 | | | | |
| TOTAL | \$2,351 | \$345,554 | \$343,203 | | \$340,852 |
| Service agreement Village of Bellaire | \$0 | \$24,000 | | \$24,000 | -\$24,000 |
| 5% payment to BRA | \$0 | \$8,332 | | \$8,332 | -\$8,332 |
| State brownfield fee | \$0 | \$17,874 | | | -\$17,874 |
| | Amount to state and local governments without project | | | Amount to local governments with project | Benefit to developers / renters |
| Total | \$2,351 | | | \$68,258 | \$290,646 |



Act 381 Brownfield Plan

Bellaire Lofts
6612 Bellaire Highway
Bellaire, Michigan

Antrim County Brownfield Redevelopment Authority

Project No. 231374
October 26, 2023

Act 381 Brownfield Plan

**Bellaire Lofts
6612 Bellaire Highway
Bellaire, Michigan 49615**

**Prepared For:
Antrim County Brownfield Redevelopment Authority
Bellaire, Michigan**

**October 26, 2023
Project No. 231374**

**Recommended for Approval by the Brownfield Redevelopment Authority on: November 14, 2023
Supported by the Village of Bellaire on: November 1, 2023
Supported by Forest Home Township on: November 2, 2023
Adopted by the County Board of Commissioners on: _____**

1.0 Introduction1

 1.1 Proposed Redevelopment and Future Use for Each Eligible Property1

 1.2 Eligible Property Information.....1

2.0 Information Required by Section 13(2) of the Statute3

 2.1 Description of Costs to be Paid for with Tax Increment Revenues3

 2.1.1 Site Assessment and Baseline Environmental Assessment Activities3

 2.1.2 Site Preparation3

 2.1.3 Development of Housing Financing Gap.....3

 2.1.4 Interest4

 2.1.5 Brownfield Plan/Work Plan Preparation4

 2.1.6 Contingency4

 2.1.7 Authority Administration Cost4

 2.1.8 Local Brownfield Revolving Fund4

 2.2 Summary of Eligible Activities4

 2.3 Estimate of Captured Taxable Value and Tax Increment Revenues.....5

 2.4 Method of Financing and Description of Advances Made by the Municipality5

 2.5 Maximum Amount of Note or Bonded Indebtedness5

 2.6 Duration of Brownfield Plan.....5

 2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions5

 2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property.6

 2.9 Estimates of Residents and Displacement of Individuals/Families.....6

 2.10 Plan for Relocation of Displaced Persons.....6

 2.11 Provisions for Relocation Costs.....6

 2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law.....6

 2.13 Other Material that the Authority or Governing Body Considers Pertinent6

List of Figures

- Figure 1 – Location Map of the Eligible Property
- Figure 2 – Site Plan

List of Tables

- Table 1 – Summary of Eligible Costs
- Table 2 – Total Captured Incremental Taxes Estimates
- Table 3 – Estimated Reimbursement Schedule

List of Appendices

- Appendix 1 Brownfield Plan Resolution(s)
- Appendix 2 Development/Reimbursement Agreement
- Appendix 3 Notice to Taxing Jurisdictions
- Appendix 4 Notice of Public Hearing
- Appendix 5 Relevant Sections from MSHDA Partnership L Data Document
- Appendix 6 2023 Housing Needs Assessment for Antrim County prepared by Housing North

List of Abbreviations/Acronyms

| | |
|-------|---|
| AMI | Area Median Income |
| EGLE | Michigan Department of Environment, Great Lakes, and Energy |
| LBRF | Local Brownfield Revolving Fund |
| MSHDA | Michigan State Housing Development Authority |
| TIF | tax increment financing |

1.0 Introduction

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed project will facilitate the redevelopment of a 19-acre former gravel pit currently occupied by two small utility buildings. The property will be redeveloped into townhomes for Antrim County's workforce. The 1983 Company, the project developer, has a successful track record of boutique hotels in northern Michigan (including The Spillway in Bellaire) and understands the housing pressures on small northern Michigan communities. Businesses cannot succeed unless they have employees, and employees need homes.

The 1983 Company will construct 50 townhomes for rent. Forty-six of the 50 townhomes will be built with private, secure bedroom/full bathroom suites for families or roommates. Roommates would share a kitchen and living room; families would have an ordinary two- or three-bedroom townhome with three full baths. The flexible building design includes a space that can be used either as a dining room or a third suite. The project will include a total of 138 suites. Four first-floor, one-bedroom apartments will be designed for people with physical disabilities. Bellaire Lofts will be targeted towards individuals and families earning up to 120% of Antrim's Area Median Income (AMI). Rents will range from \$825 for a single suite in a townhome to \$2,400 for a full two- to three-bedroom, three-bath townhome. Modular construction will allow the townhomes to be constructed offsite during the winter months and shipped to Bellaire in the spring, with occupancy planned for late spring/early summer 2024.

This plan helps to offset the cost gap associated with the development by reimbursing the developer for eligible activities with the new tax increment generated by the project. The reimbursement over a period of 30 years will keep rents below market rates for the full 30-year term of the plan. The subsidy is paid from new taxes created by the project. The State of Michigan will contribute 46.2% of the reimbursement for eligible activities. The remaining 53.8% will be shared by the Village of Bellaire, Forest Home Township, and Antrim County. The total capital investment for the project is expected to be more than \$17 million. The project is intended to start construction at the end of 2023 and be completed by late spring or early summer 2024.

This project serves an important public purpose in Antrim County and the Village of Bellaire. It will result in significant capital investment into the community and, most importantly, create middle income housing in a community where quality year-round housing for the local workforce is scarce. The county's employment opportunities are growing, but they are impeded by housing availability. Regional housing advocacy nonprofit Housing North estimated this year that Antrim County needs 300 rental units for households earning at or below 120% of Antrim's AMI—exactly the market for Bellaire Lofts homes. Filling some of that need will help Antrim's employers fill jobs with qualified workers who can secure housing within easy commuting distance of their workplaces.

1.2 Eligible Property Information

Parcel ID No.: 05-46-124-019-00

Address: 6612 Bellaire Highway, Bellaire, Michigan

Size: Approximately 19 acres

Basis of Eligibility

The property qualifies as "eligible property" under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended ("Act 381"), on the basis of meeting the definition of a "Housing Property" in Section 2(p)(ii). According to Section 2(o)(ii), the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan."

1. Specific Housing Need: Rentals in Antrim County. About 13% of Antrim County’s households live in rented homes. Housing North estimates that 321 long-term rental units are needed in Antrim County, almost 300 of which are needed by households at or below 120% of Antrim’s AMI. The cost and supply of rental housing are Antrim County’s primary housing issues.

- According to a 2023 study by Housing North, more than 36% of renters are housing cost burdened (i.e., their rent exceeds 30% of their income). More than 14% of renters are severely cost burdened and pay more than 50% of their income for housing. A summary of Housing North’s Housing Needs Assessment is presented in Appendix 6.
- Antrim County has the highest percentage of vacant housing units in Housing North’s 10-county region. The long-term rental vacancy rate in Antrim County is currently 0% according to Housing North—yet 42.8% of housing units are vacant, representing seasonal occupancy, short-term rentals, and abandoned housing units.
- Antrim County’s housing stock is aging, especially rental homes. Forty-two percent of Antrim’s rental units were built prior to 1970.

The Michigan State Housing Development Authority’s (MSHDA) Northwest Housing Partnership D includes Antrim County. While MSHDA’s Partnership D Data Document does not address Bellaire’s housing needs specifically, Bellaire is typical of the second market group, the areas surrounding Traverse City. MSHDA states that in Housing Partnership D, “market vacancies declined sharply over the last five years, and rents have shot up as a result.” The Partnership D Data Document indicates a 0% vacancy rate for renters in its region. MSHDA’s gap numbers differ from Housing North’s, and since Housing North’s are specific to Antrim County, their housing units needed data has been used in the table below instead of MSHDA’s.

Housing Units Needed by Area Median Household Income Level
(Housing North Housing Needs Assessment, 2023)

| 50% AMI or below | 51–80% AMI | 81–120% AMI | 121% or more AMI | Total number of units needed |
|------------------|------------|-------------|------------------|---------------------------------------|
| 114 | 114 | 66 | 27 | 321 (294 for AMI at or below 120%) |

2. Job Growth Data: Both seasonal and year-round employment have grown in the last three years. According to the Bureau of Labor Statistics, jobs in Antrim County jumped by nearly 300 from 2021 to 2022, and almost 100 the previous year. Growth over a 10-year period was about 1%, from 8,879 jobs in 2013 to 9,105 jobs in 2023. Antrim County is not quite back to pre-pandemic job levels, but the number of jobs has increased three years in a row and on average over the past 10 years. Likewise, people in the labor force fell during the pandemic and are moving back toward pre-pandemic levels.

Jobs and Labor Force Growth 2018–2022
(Bureau of Labor Statistics, annual reports)

| | | | |
|---------------------|--------|--------------|-------|
| Labor force in 2022 | 10,102 | Jobs in 2022 | 9,513 |
| Labor force in 2021 | 9,888 | Jobs in 2021 | 9,204 |
| Labor force in 2020 | 10,156 | Jobs in 2020 | 9,129 |
| Labor force in 2019 | 10,328 | Jobs in 2019 | 9,791 |
| Labor force in 2018 | 10,077 | Jobs in 2018 | 9,506 |

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by The 1983 Company. Local and state tax increment revenues will be captured for reimbursement, following approval of this Brownfield Plan and a MSHDA Act 381 Work Plan. Eligible activities must benefit “income qualified households,” defined in Act 381 Section 2(z) as “a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income.”

The total cost of eligible activities is anticipated to be \$9,985,533. The estimated cost of all eligible activities under this plan is summarized in Table 1. Authority administrative and implementation costs are anticipated to be up to \$290,109. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$0.

2.1.1 Site Assessment and Baseline Environmental Assessment Activities

Eligible costs for reimbursement include Pre-Approved Activities: A Phase I Environmental Site Assessment (\$3,550), Phase II Environmental Site Assessment (\$8,750). Phase II Environmental Site Assessment sampling did not show contamination, so a Baseline Environmental Assessment is not required. Pre-Approved Activities are statutorily eligible for reimbursement with both school and non-school tax increment revenues.

2.1.2 Site Preparation

Act 381 Section 2(x)(iii) permits reimbursement from tax increment revenues for “costs of . . . site preparation, to the extent necessary to accommodate an income qualified . . . renting household.” Site preparation activities are anticipated in the subject project area and include land balancing, grading, clearing and grubbing, and compaction, totaling \$160,000. Additional site preparation activities include a temporary facility (\$2,250), temporary site control (\$10,000), and associated soft costs (\$8,500). The total cost of site preparation activities is anticipated to be \$180,750.

2.1.3 Development of Housing Financing Gap

Act 381 Section 2(x)(iv) permits reimbursement from tax increment revenues “to fill a financing gap associated with the development of housing units priced for income qualified households.” The Bellaire Lofts project includes 138 one-bedroom/full-bath suites marketed at a \$825 monthly unit rent (or \$2,400 for a family) and four ADA-compliant, one-bedroom units marketed at \$1,625 per month. While the monthly rents are about comparable to other local rents, the cost of new construction will not permit rents at these rates without a housing construction subsidy.

The formula provided by MSHDA for determining the housing gap results in a gap amount that far exceeds available tax increment financing (TIF) revenues. The 1983 Company instead proposes to capture the available tax increment for a period of 30 years and will keep rents within MSHDA’s allowable range for households at or below 120% of the Area Median Income for the duration of the Brownfield Plan’s developer reimbursement.

Based on the project’s construction costs, maintenance, and management of the development:

- With the anticipated TIF reimbursement, rents could be as low as \$825 per person (with the exception of the units configured for people with disabilities).
- Without TIF, which would also void a MSHDA grant for the project, rent would be \$1,225 or more per person. Housing North’s Market Study for Antrim County and area incomes does not support this higher rent cost.

The rent reduction of \$400 per person is wholly dependent on TIF revenues.

The project will have 138 suites. Assuming one person per suite:

- \$400 per month subsidy x 138 people = \$55,200 per month difference in revenues
- \$662,400 difference per year in revenues
- \$19,872,000 difference in revenues over the 30 years in the Brownfield Plan

The proposed maximum TIF capture in the plan will subsidize the rent for each resident at a rate of about \$2,000 per year, or \$172 per month per person. The anticipated MSHDA grant will further reduce the revenue shortfall.

All project financing, both private lenders and the MSHDA grant, depends on 30 years of TIF to help make project financing payments. At \$825 per person rent, revenues are not enough to cover operating costs and construction loan payments. Without the TIF, either rents must be much higher than the local workforce can pay, or the project is not feasible.

2.1.4 Interest

Although interest is an eligible activity, it has not been included in the budget.

2.1.5 Brownfield Plan/Work Plan Preparation

The Antrim County Brownfield Redevelopment Authority's cost for review and processing of this Brownfield Plan was \$10,000. Preparation of the Brownfield Plan is estimated to cost \$8,000. A MSHDA Act 381 Work Plan will be pursued, which is estimated to cost \$10,000. Brownfield Plan and/or Work Plan Implementation is anticipated and is estimated to cost \$50,000. The total cost of these activities is anticipated to be \$78,000.

2.1.6 Contingency

No contingency amount has been included in the plan.

2.1.7 Authority Administration Cost

Eligible costs incurred by the Antrim County Brownfield Redevelopment Authority are included in this plan as an eligible expense at 5% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total up to \$290,109.

2.1.8 Local Brownfield Revolving Fund

Capture for the LBRF is not anticipated.

2.2 Summary of Eligible Activities

Environmental Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both school and non-school tax increment revenues. No further environmental costs are anticipated.

Non-Environmental Activities

Because the development is "housing property" as defined by Act 381, additional non-environmental costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. This plan will provide for reimbursement of eligible site preparation, housing development activities, and development of the Brownfield Plan and Act 381 Work Plan costs. A MSHDA Act 381 Work Plan will be pursued, and, upon approval, these costs will be reimbursed with school and non-school tax increment revenues.

Authority Expenses

Eligible administrative costs incurred by the Antrim County Brownfield Redevelopment Authority are included in this plan as an eligible expense at a flat fee of 5% of local tax capture. These expenses will be reimbursed with local tax increment revenues only.

Contingencies

No contingency amount has been included in the plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial baseline taxable value will be the 2023 taxable value of \$42,156. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures real property tax increment revenues.

Project activities will be initiated as early as 2023. It is anticipated that the new construction will be completed by spring 2024. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2025.

After the construction of the project, the projected taxable value is estimated at \$6,000,000. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). The plan also includes a flat fee of 5% of the local tax increment for administrative and operating expenses of the Antrim County Brownfield Redevelopment Authority. A summary of the estimated reimbursement schedule and the amount of capture by year and in aggregate is presented in Table 3.

Pursuant to Act 381, local debt millages and special assessments may not be captured. The Authority stands to capture \$290,109 for its administrative costs over the life of the plan. The State of Michigan will contribute an estimated \$4,473,456, or 46.2% of the projected \$9,985,533 in eligible activities.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by the developer, as outlined in this plan and the accompanying development agreement. No advances from the Village or County are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2025. This plan will then remain in place for 30 years, or until the eligible activities have been fully reimbursed. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The property area subject to this plan consists of one parcel that is approximately 19 acres in size, located at 6612 Bellaire Highway in the Village of Bellaire, Michigan. The parcel ID number for the subject property is below. A map showing eligible property dimensions is attached as Figure 1.

The legal description for the parcel is as follows:

Parcel ID: 05-46-124-019-00

Legal description E 1/2 OF THE SE 1/4 OF THE SW 1/4; EXC THE S 200 FT OF THE E 300 FT THEREOF SEC 24 T30N R8W 19 A M/L

The property is located in the Village of Bellaire (the "Village"). The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "Housing Property."

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property; thus, no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

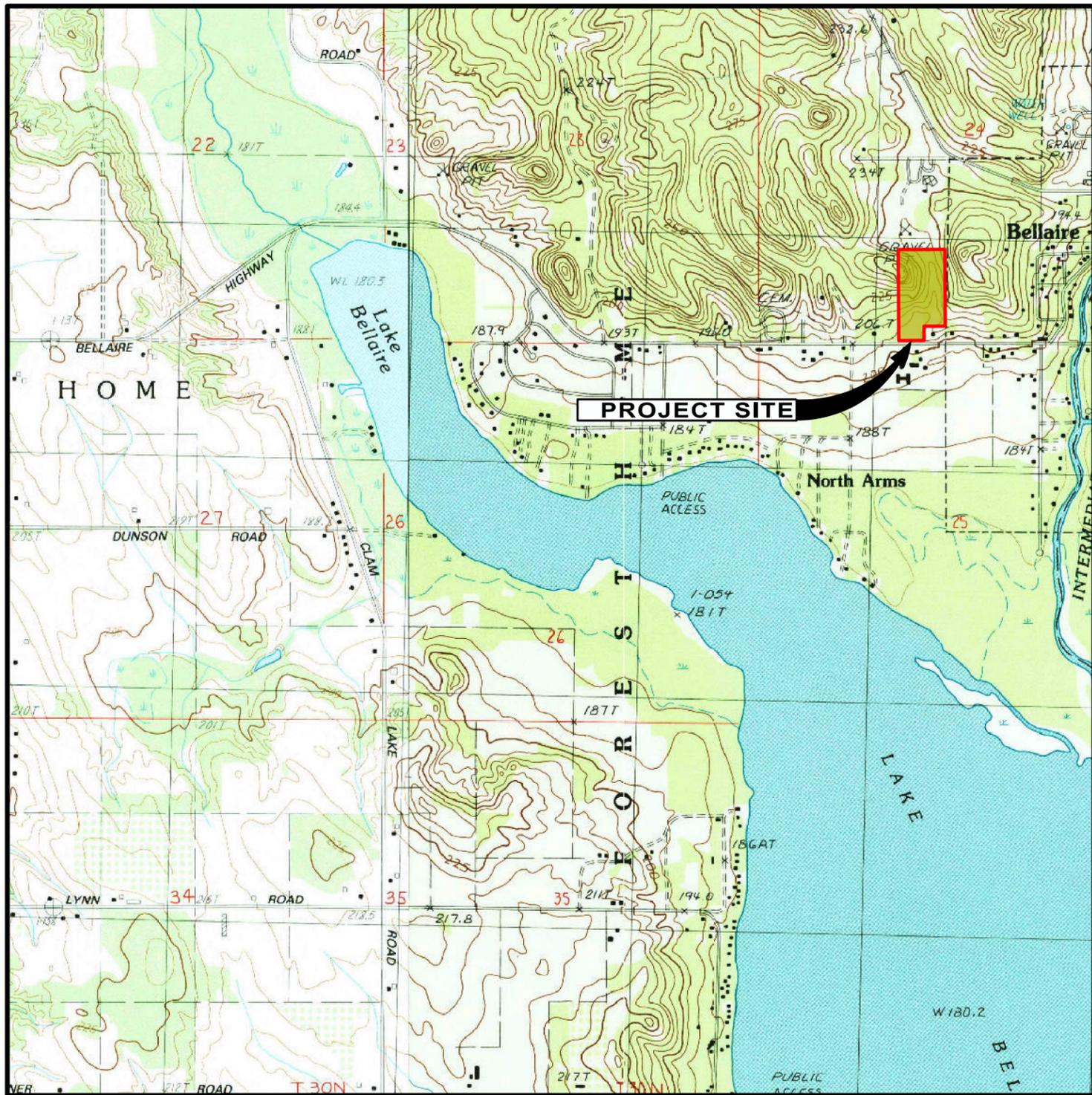
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

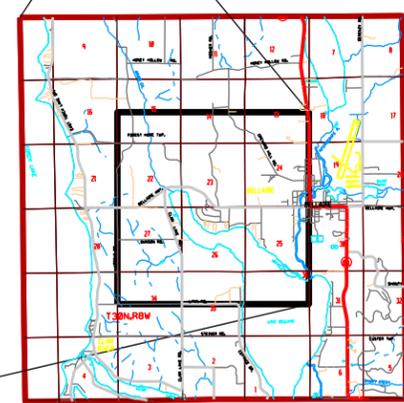
2.13 Other Material that the Authority or Governing Body Considers Pertinent

This plan helps to offset the cost of site preparation and housing development associated with the redevelopment of the subject property through reimbursement of eligible activities with the new tax increment generated by the new residential construction. The resulting project will increase workforce housing opportunities and increase the tax base of the Village.

Figures

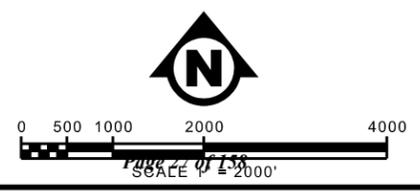


SOURCE: BELLAIRE, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 30 N, R. 8 W.
 VILLAGE OF BELLAIRE
 ANTRIM, MICHIGAN

000000\AAAAAA Files\AA.dgn Model Location Map



BELLAIRE LOFTS
 6612 BELLAIRE HWY
 BELLAIRE, MI 49615
LOCATION MAP

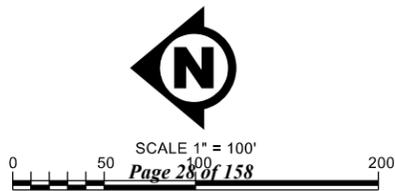
PROJECT NO.
231374
 FIGURE NO.

1



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

000000 AAAAAA File: Model:



BELLAIRE LOFTS
6612 BELLAIRE HWY
BELLAIRE, MI 49615
SITE PLAN

Tables

Table 1 – Summary of Eligible Activities

EGLE Eligible Activities Costs and Schedule

| EGLE Eligible Activities | Cost | Completion Season/Year |
|---|-----------------|------------------------|
| Department Specific Activities | \$12,300 | 2023 |
| <i>Phase I Environmental Site Assessment</i> | \$3,550 | |
| <i>Phase II Environmental Site Assessment</i> | \$8,750 | |
| | | |
| EGLE Eligible Activities Subtotal | \$12,300 | |
| Contingency (0%) | \$0 | |
| Interest (0%) | \$0 | |
| EGLE Eligible Activities Total Costs | \$12,300 | |

MSHDA Eligible Activities Costs and Schedule

| MSHDA Eligible Activities | Cost | Completion Season/Year |
|---|--------------------|------------------------|
| Site Preparation | \$180,750 | 2023–2024 |
| <i>Land Balancing, Grading, Clearing and Grubbing, and Compaction</i> | \$160,000 | |
| <i>Temporary Facility</i> | \$2,250 | |
| <i>Temporary Site Control</i> | \$10,000 | |
| <i>Soft Costs</i> | \$8,500 | |
| | | |
| Development of Housing Financing Gap | \$9,714,483 | 2024-2054 |
| <i>Development of Housing Financing Gap</i> | \$9,714,483 | |
| | | |
| Brownfield Plan/Act 381 Work Plan | \$78,000 | 2023–2024 |
| <i>Brownfield Plan Review and Approval</i> | \$10,000 | |
| <i>Brownfield Plan Preparation</i> | \$8,000 | |
| <i>Work Plan Preparation</i> | \$10,000 | |
| <i>Brownfield Plan and/or Work Plan Implementation</i> | \$50,000 | |
| | | |
| MSHDA Eligible Activities Subtotal | \$9,973,233 | |
| Contingency (0%) | \$0 | |
| Interest (0%) | \$0 | |
| MSHDA Eligible Activities Total Costs | \$9,973,233 | |

Local Only Eligible Activities Costs and Schedule

| Local Only Eligible Activities | Cost | Completion Season/Year |
|--|-----------|------------------------|
| Authority Administration Fee (5%) | \$290,109 | |
| | | |
| Local Only Eligible Activities Subtotal | \$290,109 | |
| Contingency (0%) | \$0 | |
| Interest (0%) | \$0 | |
| Local Only Eligible Activities Total Costs | \$290,109 | |

Tax Incremental Revenue Capture Estimates Table 2
 Release Lefts
 6112 Bellevue Highway
 Bellevue, Michigan
 October 2015

| Estimated Taxable Value (TV) Increase Rate (%) | | Plan Year | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | TOTAL |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|-------|
| Calendar Year | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | | |
| Base Taxable Value | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | \$ 42,136 | | |
| Estimated Base TV | \$ 6,000,000 | \$ 6,000,000 | \$ 6,130,400 | \$ 6,261,800 | \$ 6,393,200 | \$ 6,524,600 | \$ 6,656,000 | \$ 6,787,400 | \$ 6,918,800 | \$ 7,050,200 | \$ 7,181,600 | \$ 7,313,000 | \$ 7,444,400 | \$ 7,575,800 | \$ 7,707,200 | \$ 7,838,600 | \$ 7,970,000 | \$ 8,101,400 | \$ 8,232,800 | \$ 8,364,200 | \$ 8,495,600 | \$ 8,627,000 | \$ 8,758,400 | \$ 8,889,800 | \$ 9,021,200 | \$ 9,152,600 | \$ 9,284,000 | \$ 9,415,400 | \$ 9,546,800 | \$ 9,678,200 | | |
| Incremental Difference (New TV - Base TV) | \$ 5,957,864 | \$ 6,021,844 | \$ 6,079,464 | \$ 6,130,004 | \$ 6,183,604 | \$ 6,240,404 | \$ 6,299,604 | \$ 6,361,404 | \$ 6,425,804 | \$ 6,492,804 | \$ 6,562,404 | \$ 6,634,604 | \$ 6,709,404 | \$ 6,786,804 | \$ 6,866,804 | \$ 6,949,404 | \$ 7,034,604 | \$ 7,122,404 | \$ 7,212,804 | \$ 7,305,804 | \$ 7,401,404 | \$ 7,500,604 | \$ 7,602,404 | \$ 7,706,804 | \$ 7,813,804 | \$ 7,923,404 | \$ 8,035,604 | \$ 8,150,404 | \$ 8,267,804 | | | |
| School Capture | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State Education Tax (SET) | \$ 6,000 | \$ 36,767 | \$ 36,502 | \$ 36,471 | \$ 36,818 | \$ 37,208 | \$ 37,583 | \$ 37,962 | \$ 38,346 | \$ 38,730 | \$ 39,114 | \$ 39,511 | \$ 39,911 | \$ 40,312 | \$ 40,714 | \$ 41,118 | \$ 41,524 | \$ 41,932 | \$ 42,342 | \$ 42,754 | \$ 43,168 | \$ 43,584 | \$ 43,992 | \$ 44,402 | \$ 44,814 | \$ 45,228 | \$ 45,644 | \$ 46,062 | \$ 46,482 | \$ 46,904 | | |
| School Operating Tax | \$ 18,000 | \$ 107,264 | \$ 108,241 | \$ 108,241 | \$ 110,214 | \$ 111,626 | \$ 112,921 | \$ 114,202 | \$ 115,468 | \$ 116,720 | \$ 117,959 | \$ 119,184 | \$ 120,394 | \$ 121,589 | \$ 122,769 | \$ 123,934 | \$ 125,084 | \$ 126,219 | \$ 127,339 | \$ 128,444 | \$ 129,534 | \$ 130,609 | \$ 131,669 | \$ 132,714 | \$ 133,744 | \$ 134,759 | \$ 135,759 | \$ 136,744 | \$ 137,714 | \$ 138,669 | | |
| School Total | \$ 24,000 | \$ 144,031 | \$ 144,743 | \$ 144,712 | \$ 147,032 | \$ 148,834 | \$ 150,534 | \$ 152,167 | \$ 153,734 | \$ 155,290 | \$ 156,873 | \$ 158,424 | \$ 159,954 | \$ 161,464 | \$ 162,954 | \$ 164,434 | \$ 165,894 | \$ 167,334 | \$ 168,754 | \$ 170,154 | \$ 171,534 | \$ 172,894 | \$ 174,234 | \$ 175,554 | \$ 176,854 | \$ 178,134 | \$ 179,394 | \$ 180,634 | \$ 181,854 | \$ 183,054 | | |
| Local Capture | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL FUND | \$ 6,000 | \$ 63,630 | \$ 64,271 | \$ 64,818 | \$ 65,372 | \$ 65,932 | \$ 66,499 | \$ 67,073 | \$ 67,653 | \$ 68,239 | \$ 68,831 | \$ 69,429 | \$ 70,033 | \$ 70,643 | \$ 71,259 | \$ 71,881 | \$ 72,509 | \$ 73,143 | \$ 73,783 | \$ 74,429 | \$ 75,081 | \$ 75,739 | \$ 76,403 | \$ 77,071 | \$ 77,744 | \$ 78,422 | \$ 79,105 | \$ 79,793 | \$ 80,486 | \$ 81,184 | | |
| STREET FUND | \$ 3,175 | \$ 18,009 | \$ 18,881 | \$ 19,201 | \$ 19,263 | \$ 19,457 | \$ 19,681 | \$ 19,925 | \$ 20,189 | \$ 20,473 | \$ 20,767 | \$ 21,071 | \$ 21,385 | \$ 21,709 | \$ 22,043 | \$ 22,387 | \$ 22,741 | \$ 23,105 | \$ 23,479 | \$ 23,853 | \$ 24,237 | \$ 24,621 | \$ 25,015 | \$ 25,419 | \$ 25,833 | \$ 26,247 | \$ 26,671 | \$ 27,095 | \$ 27,529 | \$ 27,963 | | |
| COUNTY TAX | \$ 5,000 | \$ 30,987 | \$ 30,990 | \$ 30,985 | \$ 31,005 | \$ 31,117 | \$ 31,233 | \$ 31,351 | \$ 31,471 | \$ 31,593 | \$ 31,717 | \$ 31,843 | \$ 31,971 | \$ 32,101 | \$ 32,233 | \$ 32,367 | \$ 32,503 | \$ 32,641 | \$ 32,781 | \$ 32,923 | \$ 33,067 | \$ 33,213 | \$ 33,361 | \$ 33,511 | \$ 33,663 | \$ 33,817 | \$ 33,973 | \$ 34,131 | \$ 34,291 | \$ 34,453 | | |
| RD VOTER'S | \$ 0.001 | \$ 1,111 | \$ 1,112 | \$ 1,113 | \$ 1,115 | \$ 1,118 | \$ 1,121 | \$ 1,125 | \$ 1,129 | \$ 1,133 | \$ 1,137 | \$ 1,141 | \$ 1,145 | \$ 1,149 | \$ 1,153 | \$ 1,157 | \$ 1,161 | \$ 1,165 | \$ 1,169 | \$ 1,173 | \$ 1,177 | \$ 1,181 | \$ 1,185 | \$ 1,189 | \$ 1,193 | \$ 1,197 | \$ 1,201 | \$ 1,205 | \$ 1,209 | \$ 1,213 | | |
| RD VOTEWAYS | \$ 2,000 | \$ 16,080 | \$ 16,242 | \$ 16,408 | \$ 16,578 | \$ 16,750 | \$ 16,924 | \$ 17,101 | \$ 17,281 | \$ 17,463 | \$ 17,647 | \$ 17,833 | \$ 18,021 | \$ 18,211 | \$ 18,403 | \$ 18,597 | \$ 18,793 | \$ 18,991 | \$ 19,191 | \$ 19,393 | \$ 19,597 | \$ 19,803 | \$ 20,011 | \$ 20,221 | \$ 20,433 | \$ 20,647 | \$ 20,863 | \$ 21,081 | \$ 21,301 | \$ 21,523 | | |
| COV-DIVERSA | \$ 0.000 | \$ 1,111 | \$ 1,112 | \$ 1,113 | \$ 1,115 | \$ 1,118 | \$ 1,121 | \$ 1,125 | \$ 1,129 | \$ 1,133 | \$ 1,137 | \$ 1,141 | \$ 1,145 | \$ 1,149 | \$ 1,153 | \$ 1,157 | \$ 1,161 | \$ 1,165 | \$ 1,169 | \$ 1,173 | \$ 1,177 | \$ 1,181 | \$ 1,185 | \$ 1,189 | \$ 1,193 | \$ 1,197 | \$ 1,201 | \$ 1,205 | \$ 1,209 | \$ 1,213 | | |
| COV-DIVERSA | \$ 0.001 | \$ 5,251 | \$ 4,992 | \$ 5,088 | \$ 5,097 | \$ 5,098 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | \$ 5,097 | | |
| COV-DIVERSA | \$ 0.001 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | \$ 2,875 | | |
| COV-DIVERSA | \$ 0.000 | \$ 581 | \$ 587 | \$ 591 | \$ 599 | \$ 605 | \$ 611 | \$ 617 | \$ 623 | \$ 629 | \$ 636 | \$ 642 | \$ 649 | \$ 655 | \$ 662 | \$ 668 | \$ 675 | \$ 682 | \$ 688 | \$ 695 | \$ 702 | \$ 710 | \$ 717 | \$ 724 | \$ 731 | \$ 739 | \$ 746 | \$ 754 | \$ 761 | \$ 769 | | |
| COV-DIVERSA | \$ 0.000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | | |
| AMBERLANCE AUTHOR | \$ 0.001 | \$ 14,071 | \$ 13,706 | \$ 13,809 | \$ 14,009 | \$ 14,206 | \$ 14,401 | \$ 14,594 | \$ 14,785 | \$ 14,974 | \$ 15,161 | \$ 15,346 | \$ 15,529 | \$ 15,710 | \$ 15,889 | \$ 16,066 | \$ 16,241 | \$ 16,414 | \$ 16,585 | \$ 16,754 | \$ 16,921 | \$ 17,086 | \$ 17,249 | \$ 17,410 | \$ 17,569 | \$ 17,726 | \$ 17,881 | \$ 18,034 | \$ 18,185 | \$ 18,334 | | |
| DIST LIBRARY REL | \$ 0.001 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | | |
| TOWNSHIP TRK | \$ 0.001 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | | |
| TWP VOTEWAYS | \$ 0.001 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | | |
| Local Total | \$ 26,000 | \$ 166,640 | \$ 168,318 | \$ 170,213 | \$ 172,375 | \$ 174,814 | \$ 177,520 | \$ 180,494 | \$ 183,736 | \$ 187,246 | \$ 190,924 | \$ 194,771 | \$ 198,788 | \$ 202,966 | \$ 207,304 | \$ 211,803 | \$ 216,464 | \$ 221,288 | \$ 226,266 | \$ 231,399 | \$ 236,681 | \$ 242,112 | \$ 247,691 | \$ 253,418 | \$ 259,294 | \$ 265,319 | \$ 271,494 | \$ 277,819 | \$ 284,294 | \$ 290,919 | | |
| Non-Captureable Millage | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SEWER BOND DEBT | \$ 1,400 | \$ 8,818 | \$ 8,906 | \$ 8,996 | \$ 9,087 | \$ 9,178 | \$ 9,271 | \$ 9,364 | \$ 9,458 | \$ 9,553 | \$ 9,650 | \$ 9,747 | \$ 9,845 | \$ 9,944 | \$ 10,044 | \$ 10,145 | \$ 10,247 | \$ 10,350 | \$ 10,454 | \$ 10,559 | \$ 10,666 | \$ 10,773 | \$ 10,881 | \$ 10,991 | \$ 11,101 | \$ 11,213 | \$ 11,326 | \$ 11,441 | \$ 11,557 | \$ 11,674 | | |
| SCHOOL DEBT REL | \$ 3,100 | \$ 18,767 | \$ 18,956 | \$ 19,147 | \$ 19,340 | \$ 19,535 | \$ 19,731 | \$ 19,930 | \$ 20,131 | \$ 20,333 | \$ 20,537 | \$ 20,743 | \$ 20,951 | \$ 21,161 | \$ 21,372 | \$ 21,584 | \$ 21,797 | \$ 22,011 | \$ 22,227 | \$ 22,443 | \$ 22,661 | \$ 22,880 | \$ 23,100 | \$ 23,321 | \$ 23,543 | \$ 23,766 | \$ 23,990 | \$ 24,215 | \$ 24,441 | \$ 24,668 | | |
| JP ASSIST FEE | \$ 1,000 | \$ 8,818 | \$ 8,825 | \$ 8,832 | \$ 8,839 | \$ 8,846 | \$ 8,853 | \$ 8,860 | \$ 8,867 | \$ 8,874 | \$ 8,881 | \$ 8,888 | \$ 8,895 | \$ 8,902 | \$ 8,909 | \$ 8,916 | \$ 8,923 | \$ 8,930 | \$ 8,937 | \$ 8,944 | \$ 8,951 | \$ 8,958 | \$ 8,965 | \$ 8,972 | \$ 8,979 | \$ 8,986 | \$ 8,993 | \$ 9,000 | \$ 9,007 | \$ 9,014 | | |
| Non-Captureable Total | \$ 6,000 | \$ 36,393 | \$ 36,687 | \$ 36,983 | \$ 37,279 | \$ 37,576 | \$ 37,873 | \$ 38,170 | \$ 38,468 | \$ 38,766 | \$ 39,064 | \$ 39,362 | \$ 39,660 | \$ 39,958 | \$ 40,256 | \$ 40,554 | \$ 40,852 | \$ 41,150 | \$ 41,448 | \$ 41,746 | \$ 42,044 | \$ 42,342 | \$ 42,640 | \$ 42,938 | \$ 43,236 | \$ 43,534 | \$ 43,832 | \$ 44,130 | \$ 44,428 | \$ 44,726 | | |
| Total Tax Incremental Revenue (TV) Available for Capture | \$ 308,431 | \$ 1,121,746 | \$ 1,155,895 | \$ 1,191,076 | \$ 1,227,290 | \$ 1,264,534 | \$ 1,302,817 | \$ 1,341,139 | \$ 1,380,499 | \$ 1,420,897 | \$ 1,462,334 | \$ 1,504,811 | \$ 1,548,328 | \$ 1,592,885 | \$ 1,638,482 | \$ 1,685,119 | \$ 1,732,796 | \$ 1,780,513 | \$ 1,829,270 | \$ 1,879,067 | \$ 1,929,904 | \$ 1,981,781 | \$ 2,034,698 | \$ 2,088,655 | \$ 2,143,652 | \$ 2,200,689 | \$ 2,259,766 | \$ 2,320,883 | \$ 2,383,040 | \$ 2,446,237 | | |

NOTE: Millage are 2022 Summer and Winter

Tax Increment Revenue Capture Estimates Table 3

Bellare Lofts
6612 Bellare Highway
Bellare, Michigan
October 2023

| Developer Reimbursement | Proportionality | School & Local Taxes | Local Only Taxes | Total |
|-------------------------|-----------------|----------------------|------------------|------------------|
| State | 46.2% | \$ 4,611,384 | \$ - | \$ 4,611,384 |
| Local | 53.8% | \$ 5,374,147 | \$ - | \$ 5,374,147 |
| TOTAL | 0.12% | \$ 12,300 | \$ - | \$ 12,300 |
| EGLE | 0.00% | \$ - | \$ - | \$ - |
| MSHA | 99.88% | \$ 9,973,233 | \$ - | \$ 9,973,233 |

Estimated Total Years of Plan: 30

| | |
|-------------------------------------|--------------|
| Estimated Capture | \$ 9,985,533 |
| Administrative Fees | \$ 290,109 |
| State Brownfield Redevelopment Fund | \$ 505,216 |
| Local Brownfield Revolving Fund | \$ - |

| | 2025 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | TOTAL | |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Total State Incremental Revenue | \$ 142,988 | \$ 144,438 | \$ 145,883 | \$ 147,352 | \$ 148,835 | \$ 150,334 | \$ 151,847 | \$ 153,376 | \$ 154,920 | \$ 156,479 | \$ 158,054 | \$ 159,644 | \$ 161,251 | \$ 162,874 | \$ 164,513 | \$ 166,168 | \$ 167,840 | \$ 169,528 | \$ 171,233 | \$ 172,956 | \$ 174,696 | \$ 176,453 | \$ 178,227 | \$ 180,020 | \$ 181,830 | \$ 183,658 | \$ 185,505 | \$ 187,370 | \$ 189,254 | \$ 191,157 | \$ 4,978,672 | |
| State Brownfield Redevelopment Fund (50% of SRT) | \$ 71,494 | \$ 72,219 | \$ 72,941 | \$ 73,676 | \$ 74,418 | \$ 75,166 | \$ 75,919 | \$ 76,678 | \$ 77,434 | \$ 78,196 | \$ 78,964 | \$ 79,737 | \$ 80,515 | \$ 81,298 | \$ 82,086 | \$ 82,879 | \$ 83,677 | \$ 84,480 | \$ 85,288 | \$ 86,101 | \$ 86,919 | \$ 87,742 | \$ 88,570 | \$ 89,403 | \$ 90,241 | \$ 91,084 | \$ 91,932 | \$ 92,785 | \$ 93,643 | \$ 94,506 | \$ 2,489,336 | |
| State TIR Available for Reimbursement | \$ 125,115 | \$ 126,375 | \$ 127,647 | \$ 128,933 | \$ 130,231 | \$ 131,542 | \$ 132,866 | \$ 134,204 | \$ 135,555 | \$ 136,919 | \$ 138,297 | \$ 139,689 | \$ 141,095 | \$ 142,514 | \$ 143,948 | \$ 145,397 | \$ 146,860 | \$ 148,337 | \$ 149,829 | \$ 151,336 | \$ 152,859 | \$ 154,396 | \$ 155,947 | \$ 157,512 | \$ 159,091 | \$ 160,684 | \$ 162,291 | \$ 163,912 | \$ 165,547 | \$ 167,196 | \$ 4,473,456 | |
| Total Local Incremental Revenue | \$ 166,640 | \$ 168,318 | \$ 170,013 | \$ 171,725 | \$ 173,454 | \$ 175,200 | \$ 176,964 | \$ 178,745 | \$ 180,545 | \$ 182,362 | \$ 184,197 | \$ 186,051 | \$ 187,923 | \$ 189,814 | \$ 191,724 | \$ 193,653 | \$ 195,602 | \$ 197,569 | \$ 199,557 | \$ 201,564 | \$ 203,592 | \$ 205,639 | \$ 207,708 | \$ 209,796 | \$ 211,906 | \$ 214,037 | \$ 216,189 | \$ 218,363 | \$ 220,558 | \$ 222,776 | \$ 5,802,196 | |
| BRF Administrative Fee (5%) | \$ 8,332 | \$ 8,416 | \$ 8,501 | \$ 8,586 | \$ 8,673 | \$ 8,760 | \$ 8,848 | \$ 8,937 | \$ 9,027 | \$ 9,118 | \$ 9,210 | \$ 9,303 | \$ 9,396 | \$ 9,491 | \$ 9,588 | \$ 9,683 | \$ 9,780 | \$ 9,878 | \$ 9,978 | \$ 10,078 | \$ 10,180 | \$ 10,282 | \$ 10,385 | \$ 10,490 | \$ 10,595 | \$ 10,702 | \$ 10,809 | \$ 10,918 | \$ 11,028 | \$ 11,139 | \$ 290,109 | |
| Local TIR Available for Reimbursement | \$ 158,308 | \$ 159,902 | \$ 161,512 | \$ 163,139 | \$ 164,781 | \$ 166,440 | \$ 168,116 | \$ 169,808 | \$ 171,517 | \$ 173,244 | \$ 174,987 | \$ 176,748 | \$ 178,527 | \$ 180,324 | \$ 182,138 | \$ 183,971 | \$ 185,822 | \$ 187,691 | \$ 189,579 | \$ 191,486 | \$ 193,412 | \$ 195,357 | \$ 197,322 | \$ 199,307 | \$ 201,311 | \$ 203,335 | \$ 205,380 | \$ 207,445 | \$ 209,530 | \$ 211,637 | \$ 5,512,077 | |
| Total State & Local TIR Available | \$ 283,422 | \$ 286,277 | \$ 289,160 | \$ 292,071 | \$ 295,012 | \$ 297,982 | \$ 300,982 | \$ 304,012 | \$ 307,072 | \$ 310,163 | \$ 313,285 | \$ 316,437 | \$ 319,622 | \$ 322,838 | \$ 326,087 | \$ 329,367 | \$ 332,681 | \$ 336,028 | \$ 339,408 | \$ 342,823 | \$ 346,271 | \$ 349,754 | \$ 353,271 | \$ 356,824 | \$ 360,412 | \$ 364,034 | \$ 367,691 | \$ 371,384 | \$ 375,113 | \$ 378,878 | \$ 9,985,533 | |
| DEVELOPER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Reimbursement Balance | \$ 9,985,533 | \$ 9,702,112 | \$ 9,415,834 | \$ 9,126,674 | \$ 8,834,663 | \$ 8,539,591 | \$ 8,241,609 | \$ 7,940,627 | \$ 7,636,615 | \$ 7,329,542 | \$ 7,019,380 | \$ 6,706,096 | \$ 6,389,658 | \$ 6,070,036 | \$ 5,747,198 | \$ 5,421,112 | \$ 5,091,744 | \$ 4,759,062 | \$ 4,423,035 | \$ 4,083,627 | \$ 3,740,804 | \$ 3,394,533 | \$ 3,044,780 | \$ 2,691,509 | \$ 2,334,685 | \$ 1,974,272 | \$ 1,587,279 | \$ 1,196,934 | \$ 801,579 | \$ 402,794 | \$ - | |
| MSHA Non-Environmental Costs | \$ 9,973,233 | \$ 9,973,233 | \$ 9,969,160 | \$ 9,962,236 | \$ 9,952,437 | \$ 9,939,771 | \$ 9,924,247 | \$ 9,905,864 | \$ 9,884,620 | \$ 9,859,515 | \$ 9,830,542 | \$ 9,797,698 | \$ 9,760,983 | \$ 9,720,506 | \$ 9,676,366 | \$ 9,628,561 | \$ 9,577,090 | \$ 9,522,952 | \$ 9,466,155 | \$ 9,406,798 | \$ 9,344,980 | \$ 9,280,800 | \$ 9,214,366 | \$ 9,145,686 | \$ 9,074,768 | \$ 8,901,620 | \$ 8,817,263 | \$ 8,730,704 | \$ 8,641,950 | \$ 8,551,000 | \$ 8,457,762 | \$ 8,362,233 |
| State Tax Reimbursement | \$ 4,609,705 | \$ 4,609,705 | \$ 4,605,728 | \$ 4,600,000 | \$ 4,592,512 | \$ 4,582,213 | \$ 4,569,096 | \$ 4,553,160 | \$ 4,534,404 | \$ 4,511,827 | \$ 4,485,429 | \$ 4,455,200 | \$ 4,421,139 | \$ 4,373,246 | \$ 4,321,520 | \$ 4,266,060 | \$ 4,206,863 | \$ 4,143,928 | \$ 4,077,254 | \$ 4,006,840 | \$ 3,932,686 | \$ 3,854,792 | \$ 3,773,158 | \$ 3,687,784 | \$ 3,598,570 | \$ 3,505,516 | \$ 3,408,622 | \$ 3,307,888 | \$ 3,203,314 | \$ 3,094,900 | \$ 2,981,646 | \$ 2,863,552 |
| Local Tax Reimbursement | \$ 5,967,528 | \$ 5,967,528 | \$ 5,961,431 | \$ 5,953,232 | \$ 5,942,919 | \$ 5,929,572 | \$ 5,913,289 | \$ 5,894,064 | \$ 5,870,907 | \$ 5,848,818 | \$ 5,826,796 | \$ 5,804,841 | \$ 5,782,952 | \$ 5,761,128 | \$ 5,739,368 | \$ 5,717,671 | \$ 5,696,036 | \$ 5,674,461 | \$ 5,652,946 | \$ 5,631,491 | \$ 5,610,096 | \$ 5,588,761 | \$ 5,567,486 | \$ 5,546,271 | \$ 5,525,116 | \$ 5,504,021 | \$ 5,483,086 | \$ 5,462,311 | \$ 5,441,696 | \$ 5,421,241 | \$ 5,400,946 | \$ 5,380,811 |
| Total MSHA Reimbursement Balance | \$ 9,680,160 | \$ 9,680,160 | \$ 9,674,236 | \$ 9,666,236 | \$ 9,655,437 | \$ 9,641,771 | \$ 9,625,247 | \$ 9,605,864 | \$ 9,582,620 | \$ 9,555,515 | \$ 9,524,627 | \$ 9,489,958 | \$ 9,451,506 | \$ 9,409,260 | \$ 9,363,220 | \$ 9,313,387 | \$ 9,260,752 | \$ 9,205,315 | \$ 9,147,080 | \$ 9,086,045 | \$ 9,022,210 | \$ 8,955,675 | \$ 8,886,440 | \$ 8,813,505 | \$ 8,736,870 | \$ 8,656,535 | \$ 8,572,500 | \$ 8,484,765 | \$ 8,393,330 | \$ 8,298,195 | \$ 8,199,260 | \$ 8,095,525 |
| EGLE Environmental Costs | \$ 12,300 | \$ 12,300 | \$ 11,951 | \$ 11,588 | \$ 11,242 | \$ 10,882 | \$ 10,519 | \$ 10,152 | \$ 9,781 | \$ 9,407 | \$ 9,029 | \$ 8,648 | \$ 8,260 | \$ 7,875 | \$ 7,477 | \$ 7,079 | \$ 6,678 | \$ 6,272 | \$ 5,862 | \$ 5,448 | \$ 5,030 | \$ 4,608 | \$ 4,181 | \$ 3,751 | \$ 3,315 | \$ 2,876 | \$ 2,432 | \$ 1,985 | \$ 1,474 | \$ 987 | \$ 496 | |
| State Tax Reimbursement | \$ 5,680 | \$ 5,680 | \$ 5,676 | \$ 5,670 | \$ 5,661 | \$ 5,649 | \$ 5,634 | \$ 5,615 | \$ 5,592 | \$ 5,565 | \$ 5,534 | \$ 5,500 | \$ 5,463 | \$ 5,423 | \$ 5,380 | \$ 5,334 | \$ 5,285 | \$ 5,233 | \$ 5,178 | \$ 5,120 | \$ 5,059 | \$ 4,995 | \$ 4,928 | \$ 4,858 | \$ 4,784 | \$ 4,707 | \$ 4,621 | \$ 4,526 | \$ 4,422 | \$ 4,309 | \$ 4,187 | \$ 4,056 |
| Local Tax Reimbursement | \$ 6,620 | \$ 6,620 | \$ 6,614 | \$ 6,606 | \$ 6,595 | \$ 6,581 | \$ 6,564 | \$ 6,544 | \$ 6,520 | \$ 6,493 | \$ 6,463 | \$ 6,430 | \$ 6,394 | \$ 6,355 | \$ 6,313 | \$ 6,268 | \$ 6,220 | \$ 6,169 | \$ 6,115 | \$ 6,058 | \$ 5,998 | \$ 5,935 | \$ 5,868 | \$ 5,797 | \$ 5,722 | \$ 5,643 | \$ 5,560 | \$ 5,473 | \$ 5,382 | \$ 5,286 | \$ 5,185 | \$ 5,079 |
| Total EGLE Reimbursement Balance | \$ 11,981 | \$ 11,981 | \$ 11,722 | \$ 11,488 | \$ 11,242 | \$ 10,982 | \$ 10,719 | \$ 10,452 | \$ 10,181 | \$ 9,907 | \$ 9,629 | \$ 9,348 | \$ 9,060 | \$ 8,765 | \$ 8,463 | \$ 8,157 | \$ 7,848 | \$ 7,535 | \$ 7,218 | \$ 6,898 | \$ 6,575 | \$ 6,249 | \$ 5,920 | \$ 5,589 | \$ 5,256 | \$ 4,921 | \$ 4,584 | \$ 4,243 | \$ 3,898 | \$ 3,551 | \$ 3,200 | |
| Interest Expense | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Total Yearly Interest Calculation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| State Tax Reimbursement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| Local Tax Reimbursement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Interest Reimbursement Balance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Annual Reimbursement | \$ 283,422 | \$ 286,277 | \$ 289,160 | \$ 292,071 | \$ 295,012 | \$ 297,982 | \$ 300,982 | \$ 304,012 | \$ 307,072 | \$ 310,163 | \$ 313,285 | \$ 316,437 | \$ 319,622 | \$ 322,838 | \$ 326,087 | \$ 329,367 | \$ 332,681 | \$ 336,028 | \$ 339,408 | \$ 342,823 | \$ 346,271 | \$ 349,754 | \$ 353,271 | \$ 356,824 | \$ 360,412 | \$ 364,034 | \$ 367,691 | \$ 371,384 | \$ 375,113 | \$ 378,878 | \$ 9,985,533 | |
| LOCAL BROWNFIELD REVOLVING FUND | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LBRF Deposits + | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| State Tax Capture | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Local Tax Capture | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total LBRF Capture | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

Appendix 1

**RESOLUTION SUPPORTING THE ADOPTION OF A BROWNFIELD PLAN
BELLAIRE LOFTS, VILLAGE OF BELLAIRE
ANTRIM COUNTY, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a (Regular / Special) meeting of the Antrim County Brownfield Redevelopment Authority, held in Antrim County Building, 2nd floor, Board of Commissioners' Room located at 203 East Cayuga, Bellaire, MI 49615 on the _____ day of _____ 2023 at _____.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, Antrim County, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority of Antrim County (the "Authority") and have designated that all related activities shall proceed through the Authority; and

WHEREAS, the Authority, pursuant to and in accordance with Section 3(4) and Section 13 of the Act, has reviewed and recommended for adoption by the Antrim County Board of Commissioners, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the Village of Bellaire, relating to the development of property located at 6612 Bellaire Highway, Village of Bellaire, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Authority has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the Authority, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

VILLAGE OF BELLAIRE)

I, the undersigned, the fully qualified and acting Clerk of Antrim County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Antrim County Authority at a (Regular / Special) meeting held on the ____ day of _____ 2023, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of _____ 2023.

Sheryl Guy

Antrim County Clerk

VILLAGE OF BELLAIRE
RESOLUTION CERTIFICATION

AT A REGULAR MEETING OF THE BELLAIRE VILLAGE COUNCIL, ANTRIM COUNTY, HELD IN THE BELLAIRE COMMUNITY HALL, LOCATED AT 202 N. BRIDGE STREET, BELLAIRE, MICHIGAN, ON NOVEMBER 1, 2023, AT 7:00 P.M. THE VILLAGE OF BELLAIRE RESOLVED:

PRESENT: Boyd, Ciganick, Drollinger, McPherson, Schuckel, & Bennett

ABSENT: Hardy

It was moved by **Boyd** and seconded by **Bennett**, that the following Resolution be adopted.

RESOLUTION #22 OF 2023 (See Attached)

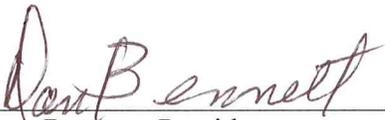
YEAS: Boyd, Bennett, Ciganick, Drollinger, McPherson, & Schuckel

NAYS: None

ABSENT: Hardy

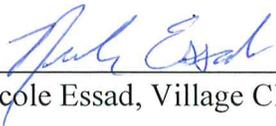
RESOLUTION DECLARED ADOPTED

VILLAGE OF BELLAIRE

By: 
Dan Bennett, President

I, the undersigned, the Clerk of the Village of Bellaire, Antrim County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Bellaire Village Council of said County at its **regular meeting** held on **November 1, 2023** relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the Minutes of said meeting were kept and will be made available as required by said Act.

Dated: November 1, 2023

By: 
Nicole Essad, Village Clerk

VILLAGE OF BELLAIRE
Resolution #22 of 2023

RESOLUTION OF CONCURRENCE
BELLAIRE LOFTS
BROWNFIELD PLAN

At a regular meeting of the Bellaire Village Council, held at the Village Offices, 202 N. Bridge Street, Bellaire, Michigan on November 1, 2023, at 7:00 p.m., the following resolution was offered by **Trustee Boyd** and supported by **President Bennett**.

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1995 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible environmental, non-environmental, and/or housing development activities with an approved Brownfield Plan; and

WHEREAS, the Antrim County Board of Commissioners established the Antrim County Brownfield Redevelopment Authority under the procedures under Act 381 and filed with the Secretary of State on February 26, 1999 to facilitate the cleanup and redevelopment of Brownfields within Antrim County; and

WHEREAS, a Brownfield Plan has been prepared for the redevelopment of a former gravel pit at 6612 Bellaire Highway into 50 townhomes with a total of 138 bedroom suites targeted toward individuals and families earning up to 120% of Antrim County's Area Median Income (AMI), that outlines the qualifications, costs, impacts, and incentives for the project developed by The 1983 Company for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

WHEREAS, Act 381 requires the Brownfield Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities and there is a desire to review Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy; and

WHEREAS, Act 381 requires the concurrence of the local unit of government in which the Brownfield Plan project is located for Brownfield Plans under County Brownfield Redevelopment Authorities, and the Bellaire Lofts Project is located at 6612 Bellaire Highway in the Village of Bellaire and Forest Home Township; and

WHEREAS, subsequent to the concurrence with the Bellaire Lofts Brownfield Plan by the Village Council on November 1, 2023 and Township Board on November 2, 2023, the Antrim County Brownfield Redevelopment Authority will consider the Brownfield Plan for Bellaire Lofts on November 14, 2023 and provide a recommendation to the Antrim County Board of Commissioners; and

WHEREAS, Subsequent to the concurrence of the Village Council and Township Board and approval by the Brownfield Authority, the Antrim County Board of Commissioners will set and notice a public hearing at their *Antrim County Board of Commissioners* November 16, 2023 meeting for *Page 38 of 158* December 7, 2023, provide notice to taxing *December 7, 2023*

jurisdictions in accordance with Act 381 and will consider the Bellaire Lofts Brownfield Plan at their regular meeting on December 7, 2023.

NOW THEREFORE BE IT RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Bellaire Village Council hereby concurs with the Brownfield Plan for Bellaire Lofts with a review of Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy.

ROLL CALL VOTE:

YEAS: **BOYD, BENNETT, CIGANICK, DROLLINGER, MCPHERSON, & SCHUCKEL**
NAYS: **NONE**
ABSENT: **HARDY**

State of Michigan)
County of Antrim)

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the Village Council of the Village of Bellaire at a meeting duly called and held on the 1st day of November, 2023.

Village of Bellaire

By: 
Nicole Essad, Village Clerk

RESOLUTION OF CONCURRENCE
BELLAIRE LOFTS
BROWNFIELD PLAN

FOREST HOME TOWNSHIP

At a regular meeting of the Forest Home Township Board, held at the Township Hall, 321 N. Bridge Street, Bellaire, Michigan on November 2, 2023, at 7:00 p.m., the following resolution was offered by Steiner and supported by Crandall

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1995 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible environmental, non-environmental, and/or housing development activities with an approved Brownfield Plan; and

WHEREAS, the Antrim County Board of Commissioners established the Antrim County Brownfield Redevelopment Authority under the procedures under Act 381 and filed with the Secretary of State on February 26, 1999 to facilitate the cleanup and redevelopment of Brownfields within Antrim County; and

WHEREAS, a Brownfield Plan has been prepared for the redevelopment of a former gravel pit at 6612 Bellaire Highway into 50 townhomes with a total of 142 suites targeted toward individuals and families earning up to 120% of Antrim County's Area Median Income (AMI), that outlines the qualifications, costs, impacts, and incentives for the project developed by The 1983 Company for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

WHEREAS, Act 381 requires the Brownfield Authority to track and report data and plan compliance, and costs to implement, monitor, and maintain compliance with the income and price monitoring responsibilities associated with housing development activities, and there is a desire to review Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy; and

WHEREAS, Act 381 requires the concurrence of the local unit of government in which the Brownfield Plan project is located for Brownfield Plans under County Brownfield Redevelopment Authorities, and the Bellaire Lofts Project is located at 6612 Bellaire Highway in the Village of Bellaire and Forest Home Township; and

WHEREAS, subsequent to the concurrence with the Bellaire Lofts Brownfield Plan by the Village Council on November 1, 2023 and Township Board on November 2, 2023, the Antrim County Brownfield Redevelopment Authority will consider the Brownfield Plan for Bellaire Lofts on November 14, 2023 and provide a recommendation to the Antrim County Board of Commissioners; and

WHEREAS, subsequent to the concurrence of the Village Council and Township Board and approval by the Brownfield Authority, the Antrim County Board of Commissioners will set and notice a public hearing at its November 16, 2023 meeting for December 7, 2023, provide notice to taxing jurisdictions in accordance with Act 381 and will consider the Bellaire Lofts Brownfield Plan at their regular meeting on December 7, 2023.

NOW THEREFORE BE IT RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Forest Home Township Board hereby concurs with the Brownfield Plan for Bellaire Lofts with a review of Brownfield TIF revenues, project income and expenses, and rental rates in five (5) years after the date of the first certificate of occupancy.

ROLL CALL VOTE:

YEAS: D. Crandall, S. Steiner, S. Mahan, T. Smith

NAYS:

ABSENT:

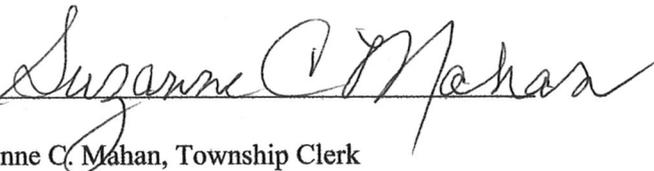
State of Michigan)

County of Antrim)

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the Forest Home Township Board at a meeting duly called and held on the 2nd day of November, 2023.

Forest Home Township

By: 

Suzanne C. Mahan, Township Clerk

ANTRIM COUNTY, MICHIGAN

**RESOLUTION ADOPTING A BROWNFIELD PLAN
BELLAIRE LOFTS, VILLAGE OF BELLAIRE
ANTRIM COUNTY, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the Antrim County Board of Commissioners held in the Antrim County Building, 2nd floor, Board of Commissioners' Room located at 203 East Cayuga, Bellaire, MI 49615 on the _____ day of _____ 2023 at _____.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the Antrim County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority of Antrim County (the "Authority") and have designated that all related activities shall proceed through the Authority; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Antrim County Board of Commissioners, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the Village of Bellaire relating to the development of property located at 6612 Bellaire Highway, Village of Bellaire, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Antrim County Board of Commissioners have reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Antrim County Board of Commissioners have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the Village of Bellaire and Forest Home Township has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Antrim County Board of Commissioners have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry

- out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan, the Antrim County Board of Commissioners concurs with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the Antrim County Board of Commissioners, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)§
COUNTY OF ANTRIM) ss:

I, the undersigned, the fully qualified and acting Clerk of Antrim County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Antrim County Board of Commissioners at a regular meeting held on the ____ day of _____ 2023, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature
this ____ day of _____ 2023.

Sheryl Guy
Antrim County Clerk

Appendix 2

Appendix 3

NOTICE TO ALL TAXING JURISDICTIONS

The Antrim County Brownfield Redevelopment Authority proposes to approve a Brownfield Plan (the “Plan”) for a property in the Township of Forest Home and the Village of Bellaire, Michigan.

Antrim County has established a Brownfield Redevelopment Authority (the “Authority”) in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the “Act”). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of one parcel of property located at 6612 Bellaire Highway, Township of Forest Home and the Village of Bellaire, Michigan. The project consists of one parcel of property and will involve the construction of a 96-unit townhome development to be marketed to individuals and families earning up to 120% of the Area Median Income (AMI). The project is estimated to be approximately a \$17M investment.

The site meets the definition of a “housing property” as defined by 1996 PA 381, MCL 125.2652. As such, the property is an “eligible property” under Act 381.

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes environmental assessment, a limited amount of site preparation to support income-qualified housing, and the development of a housing financing gap.

The plan will be considered for adoption at the _____, 2023 meeting of the Antrim County Board of Commissioners held at _____ p.m. in the Antrim County Building, 2nd floor, Board of Commissioners’ Room located at 203 East Cayuga, Bellaire, MI 49615. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing.

You may also direct inquiries to _____
_____.

Dated: _____, 2023

Appendix 4

NOTICE OF PUBLIC HEARING

ANTRIM COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

**REGARDING THE ADOPTION OF A BROWNFIELD PLAN
BELLAIRE LOFTS, TOWNSHIP OF FOREST HOME AND VILLAGE OF BELLAIRE
ANTRIM COUNTY, MICHIGAN**

TO ALL INTERESTED PERSONS IN ANTRIM COUNTY

PLEASE TAKE NOTICE that the Antrim County Board of Commissioners will hold a Public Hearing on _____, the ___ day of _____ 2023, at approximately _____, Eastern Daylight time held in the Antrim County Building, 2nd floor, Board of Commissioners’ Room located at 203 East Cayuga, Bellaire, MI 49615 to receive public comment on a Brownfield Plan (the “Plan”) to include therein the property located at 3489 Lake Street, Village of Bellaire, Michigan. The following legal parcels are included in the “eligible property”:

- Parcel ID # 05-46-124-019-00

The project consists of one parcel of property in the Village of Bellaire. The project consists of one parcel of property and will involve the construction of a 96-unit townhome development to be marketed to individuals and families earning up to 120% of the Area Median Income (AMI). Primary eligible activities include environmental assessment, a limited amount of site preparation to support income-qualified housing, and the development of housing financing gap.

The site meets the definition of a “housing property” as defined by 1996 PA 381, MCL 125.2652. As such, the property is an “eligible property” under Act 381.

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at Antrim County’s Planning Department offices. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from _____
_____.

THIS NOTICE is given by order of Antrim County, Michigan.

Sheryl Guy
Antrim County Clerk

Appendix 5



| Market | Name | Market | Name | Market | Name |
|--------|--------------------------|--------|------------------------|--------|-----------------------|
| 37 | Boyne City | 200 | Kalkaska | 268 | Petoskey |
| 46 | Cadillac | 203 | Kingsley | 344 | Traverse City-Central |
| 54 | Charlevoix - East Jordan | 225 | Manistee | 345 | Traverse City-Outer |
| 135 | Frankfort | 248 | Northport | | |
| 199 | Kaleva | 267 | Pellston-Mackinaw City | | |

The Northwest Housing Partnership includes six counties (Alger, Delta, Dickinson, Marquette, Menominee and Schoolcraft), as well as 13 Statewide Housing Needs Assessment markets. An analysis of the latest-available Census data, as well as changes in housing prices and availability since 2016, shows that the eight markets in the partnership fall into four broad categories.

- The first market type is comprised of Wexford County, southwestern Missaukee County, and the Manistee area. Housing demand indicators in these areas are near statewide averages. The housing supply in these areas is predominately made up of single-family detached homes, with a slightly elevated proportion of mobile homes as well. Units here tend to be slightly larger than in other markets, and the percentage of new-build units is relatively low. Seasonal housing vacancies are low here, as are market vacancies. “Other” vacancies—a Census designation that is often used as a proxy for dilapidated or blighted housing stock—are higher than average, however. Both housing values and housing costs tend to be low; that coupled with moderate income tends to keep the incidence of shelter overburden relatively low. This pattern is likely to continue into the short term, at least, since housing costs and home values have decreased or remained steady since 2016.
- The second market group includes the areas surrounding Traverse City. Housing demand indicators here are higher than state averages. The group’s housing stock is dominated by single-family detached units, which tend to be older and larger than state averages. Homeownership here also exceeds the state average, and homeownership monthly costs are at or slightly below average. Rents tell a different story, however, since market vacancies declined sharply over the last five years, and rents have shot up as a result. Non-mortgaged homeowners also saw increases in housing costs during the same period. Home values also registered strong increases, but the rate of increase was slower than the Michigan average.
- Harbor Springs and Petoskey are included in the next market type. The residents in this group tend to be younger on average, with moderately high incomes and low levels of unemployment. They also tend to be well-educated, with a higher-than-average proportion of persons with bachelors degrees. Housing here tends to have more diversity in terms of both tenure and construction type; a majority is still single-family detached, but with higher levels of more-dense housing alternatives. Similarly, renters are more common in these markets, but most households own their homes. More of its stock tends to date back to the 1970s and 1980s, but some recent development has occurred as well. Housing quality is relatively high, since the percentage of units built before 1940 is low, as is the percentage of households that experience overcrowding. Housing values and cost tend to be moderately high in these markets, as is the overburdened percentage. Housing vacancy is not a large issue in these markets, as both the renter and owner vacancy rates are low. Changes between 2016 and 2021 may indicate higher housing costs in the future, since the number of market vacancies has decreased significantly during that time. This seems to have increased housing costs and home values for current residents, especially renters.
- The eastern portion of the partnership comprises another market type, which also includes the eastern portion of Manistee County. Housing demand measures are softer here compared to

other markets, since incomes here tend to be lower, and unemployment is relatively high. Supply measures indicate that the housing stock tends to be older and comprised mainly of single-family detached structures. Mobile homes are more common here than in other markets as well. A small percentage of the housing units here have been built after 2010, and a moderate percentage of its current residents moved into the area since 2018. Housing value tend to be lower in this category than in others as well, which tends to keep housing costs lower. Seasonal vacancies tend to take up a large percentage of all housing units in these regions, and “other” vacancies tend to be moderately high. Changes in housing costs between 2016 and 2021 tend to be stable or on a slight decline, while median housing values registered a small increase.

- Traverse City typifies the next market type. Housing demand indicators are mixed; household incomes are lower than the state average, but so is the unemployment rate. Commute times are also generally low. In terms of supply, this group’s housing stock displays a level of diversity rare in Michigan; the percentage of homes within single-family detached structures is significantly lower than in other markets, and multifamily structures account for around a quarter of the total. Mobile homes are about twice as common here than in other markets. Homeownership rates in these markets are also low, and majority renter markets are not uncommon among them. The stock also tends to be small, and of moderate age. While home values and costs are lower than state averages, lower incomes tend to increase the overburden rates in these markets. The proportion of vacancies on the market is higher here than in other places, and increased during the last five years, unlike the situation in other Michigan markets. During that same period, housing costs for owners and renters were either stable or decreased slightly, as did home values.
- Coastal areas in Leelanau, Benzie and Manistee Counties make up the last market type. General housing demand variables are moderate in these areas and are coupled with supply indicators that show the area’s housing stock is dominated by older single-family structures. Seasonal vacancies take up a large portion of all housing units. The stock also tends to be a bit smaller than average, and homeowner rates are very high. Housing costs tend to be low or moderate, likely impacted by the age and size of local housing units. “Other” vacancies tend to be higher as well. Market vacancies—those units either for sale or rent—decreased less than in other places, but upward pressures did force values significantly higher. Housing costs, however, were stable or dropped.
- Given local market conditions, certain tools or practices can be more effective than others. This data review uses two sources to generate possible policies to investigate for use regionally. The first is a product of researchers at Brookings and the Aspen Institute, who used local trends in housing data to determine logical tools and practices that could be used to help solve housing issues. They derived a set of market types, and policy responses tailored to conditions within these groups. Their work is at <https://www.brookings.edu/essay/introducing-the-housing-policy-matchmaker-a-diagnostic-tool-for-local-officials/>. The other is derived from the National Community of Practice on Local Housing Policy, which is a joint project of the Furman Center at New York University and Abt Associates. Their work was funded by the Ford Foundation, the John D. and Catherine T. MacArthur Foundation, the Kresge Foundation and the JPMorgan Chase Foundation. They have assembled a large list of tools that are keyed to what they term

strong and soft markets, which are detailed at <https://localhousingsolutions.org/housing-policy-framework/>. Each tool entry is hyperlinked to its description on the Local Housing Solutions website. These policies are not presented as prescriptions to meet local goals, since conditions outside the scope of this analysis could impact their appropriateness. Instead, they are a way to start thinking about what might work given a general sense of local market context.

Charlevoix - East Jordan

| Population | Households | Median HH Income | Owner HH Income | Renter HH Income |
|------------|------------|------------------|-----------------|------------------|
| 29,760 | 13,429 | \$64,824 | \$72,132 | \$35,114 |

Housing Costs

Owner Units

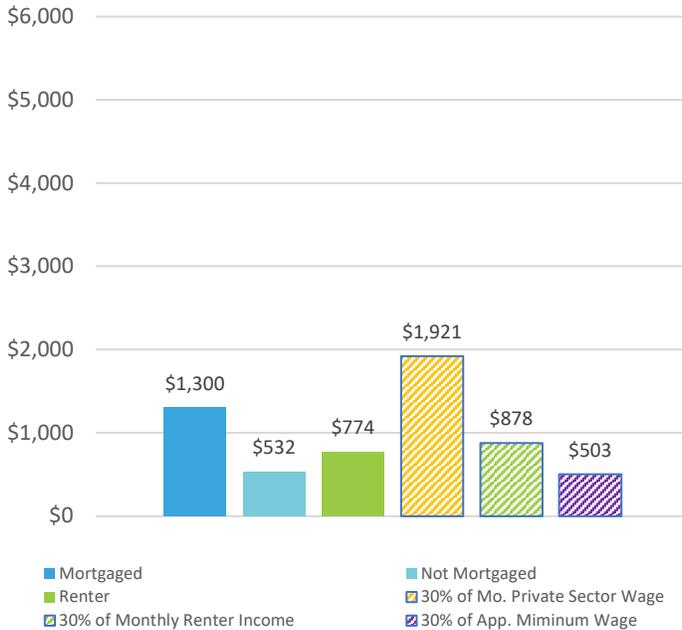
| | | | |
|--------------------------------|--------------|------------|-----------|
| Home Value | \$220,263 | 2016 Value | \$195,965 |
| Cost M/NM | \$1300/\$532 | Value ▲ | 12.4% |
| \$73,421 To afford median home | | | |

Renter Units

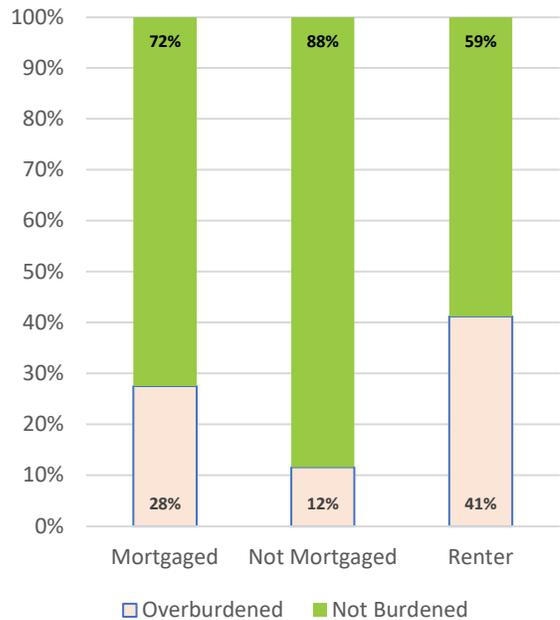
| | | | |
|--------------------------------------|-------|-----------|-------|
| Gross Rent | \$774 | 2016 Rent | \$760 |
| | | Rent ▲ | 1.8% |
| \$30,960 To afford median gross rent | | | |

Affordability Gap

Monthly Costs: Owners and Renters



Cost-Burdened Households



Housing and Development Conditions

Housing Stock

| | | | | | |
|-------------------|--------|--------------------|-------|-----------|------|
| Units | 22,944 | Owner HH | 84% | Renter HH | 16% |
| Median Year Built | 1975 | % Built Pre-1970 | 37.6% | | |
| Median Move Year | 2008 | % Built After 2010 | 3.3% | | |
| Median Rooms | 5.8 | SF% | 81.9% | MM% | 9.1% |
| | | MF% | 3.7% | | |

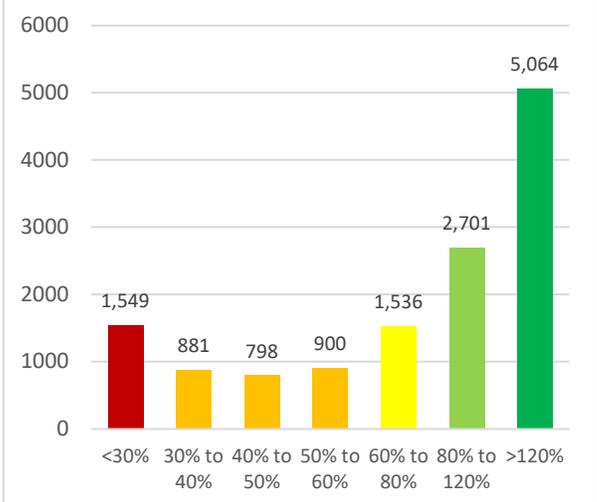
Vacancy Rates

| | | | | | |
|----------|-------|-------|------|----------|-----|
| Total | 41.5% | Owner | 0% | Renter | 0% |
| Seasonal | 37.8% | Other | 1.9% | # V Rent | 85 |
| | | | | #V Owner | 191 |

Homeownership Rate by Race/Ethnicity

| | | | |
|---------------|--------|----------------------|-------|
| Black | 5.4% | White | 84.4% |
| Asian | 100.0% | Other or Multiracial | 72.3% |
| Am. Indian | 69.9% | Hispanic | 58.9% |
| Pacific Islnd | 0.0% | | |

Number of Households by AMI Group



Charlevoix - East Jordan

Housing Policy Indicators

Household Count and Growth

| | Market | Partnership |
|--------------------------------|--------|-------------|
| Household Change, 2016 to 2021 | 2.5% | 2.8% |
| Household Count, 2021 | 13,429 | 126,122 |

Housing Affordability

| | Market | | | Partnership | | |
|---------------------------------|-----------|-----|----------|-------------|-------|----------|
| | Number | % | % Change | Number | % | % Change |
| Home value / partnership income | 3.50 | -- | -- | -- | -- | -- |
| Median Income, 2021 | \$64,824 | -- | 14.8% | \$63,018 | -- | 14.8% |
| Median owner income, 2021 | \$72,132 | -- | 13.4% | \$71,028 | -- | 14.1% |
| Median renter income, 2021 | \$35,114 | -- | 3.0% | \$35,263 | -- | 3.8% |
| Median home value | \$220,263 | -- | 12.4% | \$198,217 | -- | 18.1% |
| Median gross rent | \$774 | -- | 1.8% | \$914 | -- | 7.4% |
| Income needed for median rent | \$30,960 | -- | -- | \$36,573 | -- | -- |
| Income needed for median value | \$73,421 | -- | -- | \$66,072 | -- | -- |
| Overburdened households | 3,207 | 24% | -11.6% | 30,706 | 24.3% | -11.8% |

Housing Quality and Vacancy

| | Market | | | Partnership | | |
|-----------------------|--------|-------|----------|-------------|-------|----------|
| | Number | % | % Change | Number | % | % Change |
| "Other" vacancy | 440 | 1.9% | 50.7% | 5,150 | 2.9% | 1.0% |
| Seasonal vacancy | 8,677 | 37.8% | -3.9% | 46,265 | 25.7% | 0.7% |
| For-Sale vacancy | 191 | 0.8% | -49.6% | 1,430 | 0.8% | -45.2% |
| For-Rent vacancy | 85 | 0.4% | -56.2% | 2,181 | 1.2% | -2.9% |
| Homes built pre-1940 | 2,845 | 12.4% | -- | 22,755 | 12.6% | -- |
| Homes built post-1990 | 6,534 | 28.5% | -- | 67,039 | 37.2% | -- |

Other Market Indicators

Housing Policy Matchmaker Type*
Strength and Need Type**

**Moderate Cost and Growing
High Strength and Low Need (Type IV)**

Gap Analysis 2021

| | Owner Units | Renter Units | Total Units |
|---|-------------|--------------|-------------|
| Market demand (estimated annual moves) | 160 | 89 | 248 |
| Market supply (vacant on market, adjusted for age) | 61 | 35 | 96 |
| 5 year Market production goals (based on 75K units) | 95 | 52 | 147 |
| 1 year Market production goals (based on 15K units) | 19 | 10 | 29 |
| 5 year Partnership goals (based on 75K units) | 1,363 | 605 | 1,968 |
| 1 year Partnership goals (based on 15K units) | 273 | 121 | 394 |

Charlevoix - East Jordan

Home Mortgage Disclosure Act Patterns, 2021

| | | | | | |
|---|-----|----------------------|-----------|-----------------|-------|
| Total Apps | 348 | Total Amt/App | \$320,977 | % Approved | 71.8% |
| Total Conventional Apps | 276 | Conventional Amt/App | \$346,703 | % Conv Apprvd | 70.7% |
| Total Assisted Apps | 72 | Assisted Amt/App | \$222,361 | % Asst Apprvd | 76.4% |
| Applications by Race: White | | | | | |
| Total Apps | 285 | Total Amt/App | \$333,281 | % Positive | 74.4% |
| Total Conventional Apps | 227 | Conventional Amt/App | \$361,167 | % Conv Positive | 73.6% |
| Total Assisted Apps | 58 | Assisted Amt/App | \$224,138 | % Asst Positive | 77.6% |
| Applications by Race: Black | | | | | |
| Total Apps | 1 | Total Amt/App | \$215,000 | % Positive | 0% |
| Total Conventional Apps | 0 | Conventional Amt/App | \$0 | % Conv Positive | NA |
| Total Assisted Apps | 1 | Assisted Amt/App | \$215,000 | % Asst Positive | 0.0% |
| Applications by Race: Asian | | | | | |
| Total Apps | 2 | Total Amt/App | \$95,000 | % Positive | 50.0% |
| Total Conventional Apps | 2 | Conventional Amt/App | \$95,000 | % Conv Positive | 50.0% |
| Total Assisted Apps | 0 | Assisted Amt/App | \$0 | % Asst Positive | NA |
| Applications by Race: Native American | | | | | |
| Total Apps | 6 | Total Amt/App | \$141,667 | % Positive | 66.7% |
| Total Conventional Apps | 6 | Conventional Amt/App | \$141,667 | % Conv Positive | 66.7% |
| Total Assisted Apps | 0 | Assisted Amt/App | \$0 | % Asst Positive | NA |
| Applications by Race: Hawaiian or Pacific Islander | | | | | |
| Total Apps | 0 | Total Amt/App | \$0 | % Positive | NA |
| Total Conventional Apps | 0 | Conventional Amt/App | \$0 | % Conv Positive | NA |
| Total Assisted Apps | 0 | Assisted Amt/App | \$0 | % Asst Positive | NA |
| Applications by Race: Race Not Available | | | | | |
| Total Apps | 51 | Total Amt/App | \$275,392 | % Positive | 64.7% |
| Total Conventional Apps | 43 | Conventional Amt/App | \$291,977 | % Conv Positive | 60.5% |
| Total Assisted Apps | 8 | Assisted Amt/App | \$186,250 | % Asst Positive | 87.5% |
| Applications by Ethnicity: Hispanic | | | | | |
| Total Apps | 4 | Total Amt/App | \$227,500 | % Positive | 75.0% |
| Total Conventional Apps | 4 | Conventional Amt/App | \$227,500 | % Conv Positive | 75.0% |
| Total Assisted Apps | 0 | Assisted Amt/App | \$0 | % Asst Positive | NA |

Appendix 6



2023 Housing Needs Assessment

ANTRIM COUNTY

DATA SUMMARY



In order to effectively address the housing demands and ensure the well-being of our community Housing North received support from the Frey Foundation, Networks Northwest, and Hagerty to conduct a Housing Needs Assessment of our 10-county region in northern Michigan including the counties of Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee and Wexford with Bowen National Research. Launched in 2023, the **Housing Needs Assessment (HNA)** provides interested stakeholders with the base of knowledge to make informed strategic decisions on housing priorities and plans by understanding the housing needs. The study identified a housing gap of **8,813 rental units** in the region over the five-year projection and an overall regional for-sale housing gap of approximately **22,455 units** over the five-year projection period.

HOW MUCH HOUSING IS NEEDED IN ANTRIM COUNTY?



The county has an overall housing gap of **1,771 units** through 2027



RENTAL GAP
321 rental units

The greatest rental housing gaps in the county are for the two lowest housing affordability segments (rents below \$1,570 that are affordable to households earning up to 80% of Average Median Household Income).



FOR SALE GAP
1,450 for-sale units

The greatest for-sale housing gap in the county is for product priced between \$209,334 and \$314,000, which is affordable to households earning between \$62,801 and \$94,200.

Rental Housing Gap Estimates (2022 - 2027)

| Percent of Median Income | ≤ 50% | 51%-80% | 81%-120% | 121%+ |
|-----------------------------|------------|-------------------|-------------------|-----------|
| Household Income Range | ≤ \$39,250 | \$39,251-\$62,800 | \$62,801-\$94,200 | \$94,201+ |
| Monthly rent range | ≤ \$981 | \$982-\$1,569 | \$1,570-\$2,355 | \$2,356+ |
| Overall Units Needed | 114 | 114 | 66 | 27 |

For-Sale Housing Gap Estimates (2022 - 2027)

| Percent of Median Income | ≤ 50% | 51%-80% | 81%-120% | 121%+ |
|-----------------------------|-------------|---------------------|---------------------|------------|
| Household Income Range | ≤ \$39,250 | \$39,251-\$62,800 | \$62,801-\$94,200 | \$94,201+ |
| For Sale Price Point | ≤ \$130,833 | \$130,834-\$209,333 | \$209,334-\$314,000 | \$314,001+ |
| Overall Units Needed | 265 | 239 | 504 | 442 |

*2022 MEDIAN HOUSEHOLD INCOME \$66,587

2027 PROJECTED MEDIAN HOUSEHOLD INCOME \$74,909

Occupied and Vacant Housing Units by Tenure 2022 Estimates

| Total Occupied | | Owner Occupied | Renter Occupied | Vacant | Total |
|----------------|---------|----------------|-----------------|--------|---------|
| Number | 10, 073 | 8, 756 | 1, 317 | 7, 535 | 17, 608 |
| Percent | 57.2% | 86.9% | 13.1% | 42.8% | 100% |

HOUSING OCCUPANCY

In 2022, there was an estimated 17,608 housing units in the community. Based on estimates and 2020 Census data of the 10,073 total occupied housing units, 86.9% are owner occupied, while the remaining 13.1% are renter occupied.

88.6% OF VACANT HOUSING UNITS ARE CLASSIFIED AS "SEASONAL OR RECREATIONAL".

| Cost Burdened Households - Paying more than 30% of income toward housing costs | | Severe cost Burdened Households - Paying more than 50% of income toward housing costs | |
|--|-------|---|-------|
| Renter | Owner | Renter | Owner |
| 36.4% | 20.2% | 14.3% | 8.9% |

COST BURDENED HOUSEHOLDS

The County has an estimated 457 renter households and 1,796 owner households that are housing cost burdened.

43.4% OF ALL COST BURDENED HOUSEHOLDS ARE SEVERELY COST BURDENED

KEY STATS



10%

OF THE POPULATION LIVES IN POVERTY

\$66,587

2022 MEDIAN HOUSEHOLD INCOME

\$794

AVERAGE GROSS RENT

\$191,914

ESTIMATED HOME VALUE

HOUSING AGE AND CONDITION

42% of the renter-occupied housing units were built prior to 1970. Making the county vulnerable to an increase in deteriorating and neglected housing stock.

POPULATION

The county has seen a population decline since 2020. The annual movership rate (population moving within or to the County) is 11.0%, which is lower than both Northern Michigan Region (12.1%) and statewide(13.4%) shares.

MIGRATION

1,982 workers are entering the community for work but do not live in the County. Approximately 5,386 or 68% live in the community but are leaving each day to work outside the community.

- The largest share (44.4%) of available housing units is priced at \$400,000 or above. The County also has a notable share (31.7%) of homes priced below \$200,000.
- There appears to be a shortage of homes priced between \$300,000 and \$399,999, a price point typically sought after by middle-class households.
- Available housing units between \$200,000 and \$300,000 accounted for less than 20% of for-sale housing units in the community.



SWOT ANALYSIS

STRENGTHS

- High level of rental housing demand
- Strong demand for for-sale housing
- Positive projected household growth
- Positive median household income growth

WEAKNESSES

- Limited available rentals and for-sale housing
- Disproportionately low share of rentals
- Lack of affordable workforce and senior housing alternatives

OPPORTUNITIES

- Housing need of 321 rental units
- Housing need of 1,450 for-sale units
- Attract some of the 1,982 commuters coming into the county for work to live in the county
- More than 100 parcels that could potentially support residential development

THREATS

- The county risks losing residents to other areas/communities
- Vulnerable to deteriorating and neglected housing stock
- Inability to attract businesses to county
- Inability of employers to attract and retain workers due to local housing issues
- Influence of seasonal/recreational housing

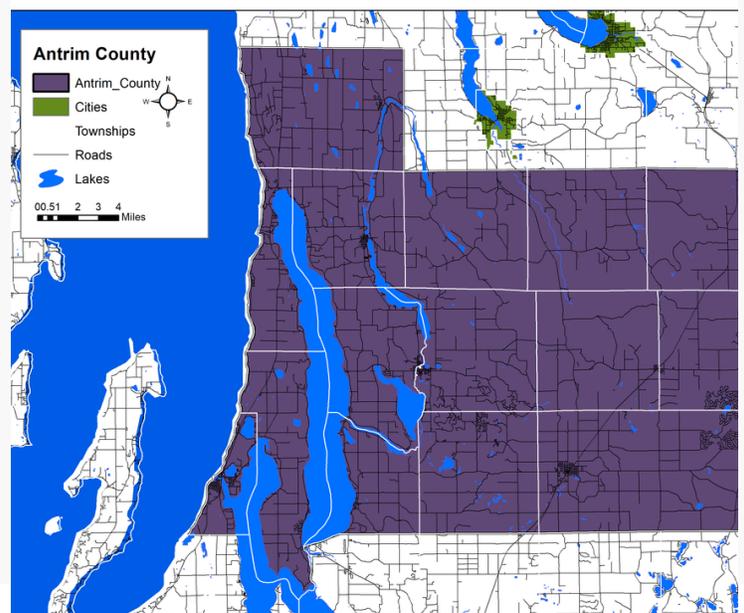
ABOUT THE LABOR FORCE

The county has an employment base of approximately 7,240 individuals. The labor force within the county is based primarily in four sectors:

1. Retail Trade (13.0%)
2. Accommodation & Food Services (10.6%),
3. Manufacturing (10.5%)
4. Health Care and Social Assistance (10.1%).

Although many occupations within the manufacturing and healthcare sectors offer competitive wages, it is important to understand that a significant number of the support occupations in these industries, as well as within the retail trade and accommodation and food services sectors, typically have lower average wages which can contribute to demand for affordable housing options.

Although development within the county should be prioritized to the housing product showing the greatest gaps, it appears efforts to address housing should consider most rents and price points across the housing spectrum. The addition of a variety of housing product types and affordability levels would enhance the subject county's ability to attract potential workers and help meet the changing and growing housing needs of the local market.





**FIND MORE INFORMATION
ABOUT ANTRIM COUNTY
AND HOW TO GET INVOLVED
AT HOUSINGNORTH.ORG**



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Probate Court – Family Division

Submitted By: Teresa Ankney, Probate Court Administrator

Agenda Item: FY2024 Child Care Fund Budget

| |
|--|
| 1. Action Request/Suggested Motion |
| To authorize the Board Chair to execute the Fiscal Year 2024 Child Care Fund Budget Summary (DHS-2091) |
| 2. Background and Current Situation – Concisely include pertinent facts, dates, etc. |
| Annual request |
| 3. Goal – Why the action is necessary; What is the specific target or outcome desired? |
| For Antrim County to be eligible to 50%/75% state reimbursement for allowable Child Care Fund costs. |
| 4. Financial – Budget-related information |
| Added funding that will coincide with County fund #292.000 “Child Care” Total expenditure request of \$256,560 Budget proposed at an estimated minimum level required to provide mandates services and Court will continue to draw down #292.000 fund balance. |
| 5. Legal Review |
| None |
| 6. Policy Implications |
| None |
| 7. Plan – Timeline with who, what, where, and how |
| Signed DHS-2091 due to the State of Michigan |
| 8. Alternative Plan – What are the implications if failure to approve? |
| Funding unit would forego 50%/75% State reimbursement |
| 9. Attachments Included |
| DHS-2091 provided to County Administrator’s office for signature. |

County Child Care Budget Summary (DHS-2091)
 Michigan Department of Health and Human Services (MDHHS)
 Children's Services Agency
 Antrim County for October 1, 2023 through September 30, 2024

| | | | |
|--|---|-------------------------|--------------------------|
| Organization | Court Contact Person | Telephone Number | Email Address |
| Antrim County | Terese Ankney - CCF Organization Management | (231) 533-3625 | ankneyt@antrimcounty.org |
| Fiscal Year | MDHHS Contact Person | Telephone Number | Email Address |
| October 1, 2023 through September 30, 2024 | Maureen Clore - CCF Organization Management | (231) 533-7316 | clorem@michigan.gov |

| Cost Sharing Ratios | | Anticipated Expenditures | | |
|--|------------------------|--------------------------|--------------|--------------|
| | | MDHHS | Court | Combined |
| A. Out of Home Care - Court or Tribal Supervised | County 50% / State 50% | \$0.00 | \$110,000.00 | \$110,000.00 |
| B. In-Home Care | County 25% / State 75% | \$0.00 | \$124,040.00 | \$124,040.00 |
| C. County/Court-Operated Facilities | County 50% / State 50% | \$0.00 | \$0.00 | \$0.00 |
| D. Subtotals (A+B+C) | | \$0.00 | \$234,040.00 | \$234,040.00 |
| E. Revenue | | \$0.00 | \$34,000.00 | \$34,000.00 |
| F. Net Expenditure | | \$0.00 | \$200,040.00 | \$200,040.00 |

| Cost Sharing Ratios | County 50% / State 50% | Anticipated Expenditures | | |
|-------------------------------------|------------------------|--------------------------|-------------|-------------|
| | | MDHHS | Court | Combined |
| A. Out of Home Care - Neglect Abuse | | \$0.00 | \$75,000.00 | \$75,000.00 |

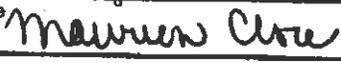
Please Note: The Neglect/Abuse Out-of-Home Care amount reflects ONLY the county court's share of these expenditures. Effective October 2019 the State of Michigan pays 100% of Neglect/Abuse Out-of-Home placements and the county then reimburses the state 50%.

| Cost Sharing Ratios | County 0% / State 100% \$56,520.00 Maximum | MDHHS | Court | Combined |
|---------------------|---|--------|-------------|-------------|
| Basic Grant | | \$0.00 | \$56,520.00 | \$56,520.00 |

| | |
|--------------------------|---------------------|
| Total Expenditure | \$256,560.00 |
|--------------------------|---------------------|

BUDGET DEVELOPMENT CERTIFICATION

THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2023 through September 30, 2024; and any requests for reimbursement shall adhere to all state law, administrative rules and child care fund handbook authority.

| | |
|---|--------------------|
| Presiding Judge Norman R. Hayes  | Date 11/13/2023 |
| County Director of MDHHS Signature Maureen Clore  | Date 11/13/2023 |
| Chairperson, Board of Commissioner's Signature Terry VanAlstine | Date |
| And/or County Executive Signature | Date |

Michigan Department of Health & Human Services (MDHHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an MDHHS office in your area.

AUTHORITY: Act 87, Publication of of 1978, as amended.
COMPLETION: Required.
PENALTY: State reimbursement will be withheld from local government.



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Sheriff's Office: Jail

Submitted By: Sherry Knight and Jeremy Scott

Agenda Item: Inmate Food Services Agreement

| |
|--|
| 1. Action Request/Suggested Motion |
| To authorize the Board Chair to execute an agreement between Antrim County and Cellmate Food Solution Inc. contingent on satisfactory legal review, identify the Food Service Coordinator as a position to be discontinued, and authorize the Finance Director to make the appropriate budget amendments. |
| 2. Background and Current Situation – Concisely include pertinent facts, dates, etc. |
| Currently the jail now has two full time cooks. As of January 31, 2024, Food Service Coordinator Michael Sizen will be retiring. The Sheriff's office and Administration have investigated options and costs for jail food services including replacing the position, outsourcing food services completely, and a mix of the two. The proposed action would retain the assistant cook position, eliminate the food service coordinator position, and enter into an agreement with Cellmate. |
| 3. Goal – Why the action is necessary; What is the specific target or outcome desired? |
| This would allow for a more cost-effective way of providing the services while retaining the assistant cook currently working for the County and provide for requirements of jail food service. |
| 4. Financial – Budget-related information |
| Overall this will be a cost saving to the County with the elimination of a full-time position and an estimated annual cost of \$51,757.10 (based on previous year population). Attached is a chart that represents cost/meal for each option which includes staffing costs. There will also be a one-time fee of \$3,800 for kitchen transition fee and a one-time fee of \$4,500 for cellmate connect implementation and an estimated \$1,100-\$1,300 for office supplies. Cellmate's connect feature is a program that offers a pre-selected commissary goods on the days in which a cook is on duty, sponsored by friends and family of inmates. These extra goods produce a commission to the County. |
| 5. Legal Review |
| The agreement is currently being reviewed by legal counsel. |
| 6. Policy Implications |
| |
| 7. Plan – Timeline with who, what, where, and how |
| Once the Board of Commissioners approves, we can sign the contract to commence in 2024. |
| 8. Alternative Plan – What are the implications if failure to approve? |
| |
| 9. Attachments Included |
| <ul style="list-style-type: none"> • Cellmate Agreement • Per Meal Cost Comparison |



MANAGEMENT CONTRACT

This Agreement is made effective INSERT DATE, between **Cellmate Food Solutions, Inc.** a Michigan corporation, having its principal place of business at 905 N. Church Street, Tekonsha, Michigan 49092 (referred to as "Cellmate Food Solutions, Inc.") and **Antrim County**, a subunit of state government, having its principal place of business at **107 Grove Street, Bellaire, Michigan 49615** (referred to as "County").

RECITALS

WHEREAS, Cellmate Food Solutions, Inc. will provide certain management support through industry experience, purchasing power, menu development, technology and staffing support.

WHEREAS, County wishes to contract with Cellmate Food Solutions, Inc. for the exclusive right to provide managed services at the Antrim County Jail (the "Facility");

WHEREAS Cellmate Food Solutions, Inc. distributes and supports the Cellmate Connect software program owned and/or licensed by Cellmate Food Solutions, Inc;

WHEREAS the Cellmate Connect software program referred to in this Agreement consists of a set of fully integrated software providing for the distribution of food, beverage, and other applicable goods for individuals being held in the County jail;

WHEREAS Cellmate Food Solutions, Inc. is also leasing certain equipment to the County to utilize the Cellmate Connect software; and

WHEREAS both parties want to establish the terms and conditions for the use of the Cellmate Connect software and associated equipment.

ARTICLE I

FOOD SERVICE AGREEMENT

NOW THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1 AGREEMENT

1.1. Facilities and Equipment. County is responsible to provide all facilities and equipment maintenance.

1.2. Emergency Plan. Cellmate Food Solutions, Inc. shall, support County within sixty days of the executed management agreement, a contingency emergency plan. In the event of a Force Majeure, the Cellmate Food Solutions, Inc. Food Solutions will assist the county in menu revisions to help control cost. However, Cellmate Food Solutions, Inc. shall be relieved of its responsibility for menu compliance. Additional



costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

1.3. *Cellmate Food Solutions, Inc.'s Proposal.* The services to be provided by Cellmate Food Solutions, Inc. are more fully set forth in Cellmate Food Solutions, Inc.'s Proposal, a copy of which is attached as Exhibit A, which is incorporated into this contract and made part hereof. In the event there is any conflict between the terms of this contract and Exhibit A, the terms of this Contract shall prevail.

1.4. *Management.* Cellmate Food Solutions, Inc. shall provide a co- management support model. County in partnership with Cellmate Food Solutions, Inc. will provide expert administrative support, dietetic, purchasing, equipment consulting and personnel advice and supervision and technology solutions. The County shall support under its direction provide inmate workers at the Facility. The number of inmates required shall be determined by the County liaison. Such inmates shall be assigned duties in the food service operation as required and are solely the responsibility of County.

1.5. *Cellmate Food Solutions, Inc. Employees.* The County retains the right to thoroughly investigate any Cellmate Food Solutions, Inc. employee. current prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

1.6. *Equal Opportunity.* Cellmate Food Solutions, Inc. and County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin; physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy.

1.7. *Insurance and Indemnification.* Cellmate Food Solutions, Inc. shall provide and maintain the following insurance coverage:

- a. Worker's Compensation insurance as required by law.
- b. Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. Cellmate Food Solutions, Inc. may satisfy these requirements through a combination of primary and excess coverage.
- c. The County and Cellmate Food Solutions, Inc. waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death. Cellmate Food Solutions, Inc. shall provide the County with a certificate of insurance evidencing that such coverage is in effect.



- d. Cellmate Food Solutions, Inc. agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Cellmate Food Solutions, Inc. in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Cellmate Food Solutions, Inc. shall not be responsible for damages caused by inmates. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of Cellmate Food Solutions, Inc. and no liability is or will be incurred by Cellmate Food Solutions, Inc. to such persons, except for bodily injury to such persons caused by Cellmate Food Solutions, Inc.'s sole negligence. To the extent provided by law, the County agrees to defend, indemnify and hold Cellmate Food Solutions, Inc. harmless from any liability claim by or through such persons against Cellmate Food Solutions, Inc. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

1.8. *License, Fees, Permits, and Taxes.* Cellmate Food Solutions, Inc. shall secure and pay for all federal, state and local licenses, permits and fees required. In the event a sales or similar tax is assessed Cellmate Food Solutions, Inc. under the terms of this Agreement, the County shall reimburse Cellmate Food Solutions, Inc. for such tax.

1.9. *Pricing.* Pricing shall be as provided on Exhibit A.

1.10. *Payment.* Cellmate Food Solutions, Inc. Food Solutions shall invoice the county monthly. Commissions if any due will be paid by the 20th of the following month.

1.11. *Renegotiation.* The fiscal arrangements in this Agreement are based on conditions existing on the date Cellmate Food Solutions, Inc. commences on engagement of management agreement, including, for example, the Facility's inmate population, the availability of inmate labor, food and supply costs, Federal, State and local sales, and other taxes and other operation costs, and the manner in which the Index (hereinafter defined) is calculated. Cellmate Food Solutions, Inc. has relied on representations regarding existing and future conditions made by the County in connection with the negotiation and execution of this Agreement. In the event of a change in such conditions or the inaccuracy or breach of, or the failure to fulfill, any representations made by the County, the financial terms and other obligations assumed by Cellmate Food Solutions, Inc. shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

1.12. *Additional Services.* Other services required by the Facility outside the scope of this Agreement shall be provided by Cellmate Food Solutions, Inc. Food Solutions upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

1.13. *Access and Records.* Cellmate Food Solutions, Inc. Food Solutions will maintain accurate books and records relative to the services provided and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (January 1, through December 31).



ARTICLE II

SOFTWARE LICENSE AND EQUIPMENT USE AGREEMENT

NOW THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 2 DEFINITIONS

- 2.1 "Cellmate" means Cellmate Technologies, Inc.
- 2.2 "Agreement" means this document and all attached exhibits, as well as any exhibits the parties later sign.
- 2.3 "Licensee" means County which Cellmate has granted a license on the basis of the terms and conditions of this Agreement through Cellmate's acceptance of County's Purchase Order.
- 2.4 "Location" means the physical location at which the Cellmate Software is installed.
- 2.5 "Production Database" means a database that is used to manage any part of Licensee's business (i.e., contains "live" data).
- 2.6 "Production Version" means the generally commercially available versions of the referenced software.
- 2.7 "Purchase Order" means a document under which Participant agrees to pay Cellmate for receiving a license for any software products or Support based on the terms and conditions of this Agreement.
- 2.8 "Release" means a Production Version of the referenced software that primarily contains new functionality and is designated by a different number in the version of the software product (e.g., Cellmate version 1.2, 1.3 etc.).
- 2.9 "Software Product Description" means the standard user manuals and online help resources for the software products provided by Cellmate.
- 2.10 "Cellmate Software" means the present and future standard proprietary computer software programs of Cellmate marketed under the trademark Cellmate and/or Cellmate Connect, as well as the database schema and related documentation, instructions, user guides, and subsequent Releases and Updates licensed by Cellmate under a Purchase Order to a Licensee pursuant to this Agreement, whether in printed or machine-readable format, and more specifically described in the relevant Purchase Order. For the purpose of this Agreement, the term Cellmate Software and/or Cellmate Connect software only includes items available from Cellmate in Production Version.
- 2.11 "Support" means the obligations noted in the Software Support Terms (Exhibit B).



2.12 "Update" means a Production Version of the referenced software that primarily contains fixes without containing significant new functionality and is designated by a different letter in the suffix of a version of the software products (e.g., Cellmate Software version 8.5C, 8.5D, 8.5E).

SECTION 3 SOFTWARE LICENSE(S)

3.1 *Grant.* On Cellmate's acceptance of a Purchase Order, and in consideration of the license fee to be paid, Cellmate grants to Licensee a nonexclusive, nontransferable license, for perpetual use, to use the Cellmate Software based on the terms and conditions of this Agreement.

- a. For any changes in the original grant of any license, Licensee shall issue a Purchase Order to document such change, and the license granted shall be changed accordingly on Cellmate's written acceptance of the Purchase Order. Any Purchase Orders issued by a Licensee under this Agreement shall be deemed by the parties to incorporate all the terms and conditions of this Agreement, and Licensee agrees that, by issuing any Purchase Orders under this Agreement, it has accepted all such terms and conditions. The total number of Users using the Cellmate software shall be limited by the total number of Users for which Licensee has issued a Purchase Order. Licensee may issue a Purchase Order authorizing multiple users.

3.2 *Ownership Rights.* Under this Agreement, Licensee does not acquire any rights of ownership in the Cellmate Software. Licensee acquires only the right to use the Cellmate Software subject to the terms of this Agreement.

3.3 *Backup Copies.* Licensee may copy the Cellmate Software for safekeeping (archival) or backup purposes, provided that all such copies of the Cellmate Software are subject to the provisions of this Agreement, and also provided that each copy shall include in readable format any and all confidential, proprietary, and copyright notices or markings contained in the original.

3.4 *Cellmate's Obligations.* For each Purchase Order accepted by Cellmate, Cellmate shall:

- a. For each license granted, deliver to Licensee the pertinent Cellmate Software in latest Release on magnetic medium in machine-readable object-code form and/or source code if licensed.
- b. For each license granted, make available to Licensee one complete set of the Software Product Description for the licensed Cellmate Software.
- c. Install the software on the terms as set forth in Exhibit B.
- d. Provide Support for the Cellmate Software as set forth in Exhibit B.

3.5 *Assignment.* The rights granted in this Agreement are restricted for use solely by Licensee and may not be assigned, transferred, or sublicensed. Licensee shall be authorized to make use of the Cellmate Software in the form in which it is provided to Licensee solely for Licensee's own operations. Licensee agrees to not provide or use the Cellmate Software with any third-party vendor or with any other customer of Licensee without the prior written approval of Cellmate.



SECTION 4
PRICES, DISCOUNTS, PAYMENT TERMS, AND DELIVERY TERMS

4.1 *License Fee.* In consideration for the license and rights granted by Cellmate to Licensee and the other undertakings of Cellmate contained in this Agreement, Licensee agrees to pay to Cellmate as set forth in Exhibit B.

4.2 *Payment.* Payments for the value of any Purchase Order (except Purchase Orders for Support) shall be 50 percent due and payable on Cellmate's receipt of the Purchase Order, with the balance due and payable 30 days after shipment of the Purchase Order unless otherwise agreed. Payment for Purchase Orders for Support shall be due and payable within 30 days of Cellmate's invoicing for them. Cellmate shall not be obligated to process any Purchase Order until it receives any deposit required with the Purchase Order. Licensee's failure to pay when payment is due or its subsequent dishonoring of any check or draft shall constitute a material breach under this Agreement.

4.3 *Late Charge.* Any amounts due Cellmate under this Agreement that are not paid within 30 days after they are due under this Agreement shall incur interest at the rate of 1 1/2 percent per month. The interest shall be calculated from the date payment is originally due until the date payment is made in full. Licensee shall pay such interest, with all payments first being applied to interest and then to principal. Licensee shall pay to Cellmate any legal costs Cellmate incurs in enforcing its rights in relation to any overdue payment.

4.4 *Destination.* Delivery of the items in a Purchase Order shall be to the Location specified by the Licensee in its Purchase Order. Contrary to any shipping terms on a Purchase Order, delivery of the items in a Purchase Order shall be made F.O.B. shipping point with freight prepaid and added to the invoice amount. If the Cellmate Software is damaged in shipment, Cellmate shall replace only the Cellmate Software free of charge.

SECTION 5
CHANGE IN USE OF THE CELLMATE SOFTWARE

5.1 *Use of the Cellmate Software.* If Licensee changes the hardware configurations, operating systems, network structure, or number of Users; moves the Cellmate Software; or changes any other items associated with the terms of any license granted under this Agreement, Licensee shall advise Cellmate in writing within 30 days of the changes. If the changes would result in the increase of applicable fees, Licensee shall issue a Purchase Order and pay to Cellmate any applicable fees associated with the changes. If the changes would result in the decrease of applicable fees, Licensee shall reduce its payments to Cellmate accordingly.

5.2 *Access to Computer Systems.*

- a. Periodically, with reasonable notice and during normal business hours, Cellmate may require Licensee to furnish information relating to Licensee's efforts to fulfill Licensee's obligations of confidentiality under this Agreement. Licensee agrees to allow Cellmate access to Licensee's computer systems to verify appropriate protection of Cellmate's trade secrets and Licensee's usage of the licensed Cellmate Software.
- b. Licensee agrees to provide Cellmate a quarterly list of the number of Users and agrees to keep accurate books of account and records covering all transactions relating to this



Agreement at its principal office. Cellmate shall have the right once a year during business hours to examine or to have examined by an independent and qualified auditor the books of accounts and records and all other documents and material in the possession or under the control of Licensee with respect to the terms of this Agreement. All books of account and records shall be kept available for at least three years after their creation, and Licensee agrees to permit inspection of them during the three-year period.

- c. If as a result of any audit it is discovered that there was a deficiency in the amount due to Cellmate or an overpayment by Licensee, Cellmate shall furnish a copy of the audit report to Licensee, and Licensee shall forthwith pay Cellmate the amount of the deficiency or Cellmate shall forthwith pay Licensee the amount of the overpayment, along with any interest on the outstanding amount of the deficiency or overpayment.

SECTION 6 FORM OF PURCHASE ORDER

6.1 *Purchase Orders.* Any Purchase Order shall include the following:

- a. the incorporation of this Agreement by reference,
- b. specification of the Cellmate Software to be delivered, including the license fee, installation fee, and Support fee,
- c. a description of the hardware configuration and operating system on which the Cellmate Software will run,
- d. for each license, the date on which the Cellmate Software has to be delivered (minimum lead time for delivery is _____ from Cellmate's acceptance of any Purchase Order),
- e. a list of the hardware to be provided by as an equipment lease from Cellmate as described in Section 11,
- f. specification of the Location, and
- g. any additional terms and conditions the parties agreed on.

6.2 *Preprinted Purchase Order Terms and Conditions.* Notwithstanding any provisions to the contrary that might be set forth in a Purchase Order, the preprinted terms and conditions on the face and reverse side of a Purchase Order shall not apply to the parties and are not part of this Agreement.

6.3 *Valid Purchase Orders.* Participant's Purchase Order shall be signed by an authorized employee of a Participant and shall be accepted by Cellmate (a) signing and returning the Purchase Order (b) confirming in writing within a commercially reasonable time after receipt that it is acceptable, or (c) on Cellmate's shipment of the products on the Purchase Order. Participant represents and warrants that any signatures on a Purchase Order are authorized, valid signatures, and both parties agree that facsimile copies of such documents are acceptable as originals.



SECTION 7
LIMITED WARRANTY - SOFTWARE

7.1 *Warranty.* Cellmate warrants that the Cellmate Software shall be substantially free from material program errors and defects in material and workmanship and that it shall function substantially in accordance with the Software Product Description as set forth in Exhibit B. Cellmate does not warrant that the Cellmate Software is completely error-free.

7.2 *Warranty Term.*

- a. Cellmate shall, during a period of 90 days from the date of delivery of the Cellmate Software, under the warranty above, endeavor to remedy without delay and at its cost by repair or replacement any material program errors or material defects of which Licensee has notified Cellmate.
- b. If Cellmate cannot remedy the material errors or material defects within 10 days from the date they are reported to Cellmate, Licensee shall be entitled to an equitable extension of the warranty period. After installation of a remedy for such a defect, the Licensee shall have at least a 30-day extension of the warranty to agree that it has been remedied. This extension shall be agreed on in writing.
- c. If, after reasonable efforts to remedy the same material program error or material defect by correction or replacement, Cellmate is unable to make the Cellmate Software perform as warranted, Licensee may terminate the license by removing the licensed Cellmate Software from the Location, returning it to Cellmate, and receiving a refund of the license fees paid for the Cellmate Software.

7.3 *Warranty Limitations.* There are limits to the limited warranty described above:

- a. Licensee must provide notice in reasonable detail of the Cellmate Software malfunction within the warranty period.
- b. Licensee must install all Releases, Updates, and software fixes provided by Cellmate and in the manner specified by Cellmate.
- c. If Licensee modifies the Cellmate Software in any way, the warranty applies only to the unmodified Cellmate Software as distributed by Cellmate.
- d. Licensee must install the latest revision of all prerequisite third-party software currently recommended by Cellmate, if any.

7.4 *Right to Grant Licenses.* Cellmate represents that it has the right to grant any of the licenses granted under the terms of this Agreement.

7.5 *Warranty Exclusions.* The limited warranty expressed in this Agreement is in lieu of all other warranties, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CELLMATE MAKES NO OTHER WARRANTY UNDER THIS AGREEMENT, AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS, either express or



implied, ARE EXCLUDED, including but not limited to CONDITIONS OR WARRANTIES RELATING TO the warranties of merchantability and fitness for a particular purpose.

SECTION 8 INDEMNIFICATION

8.1 *Intellectual Property Indemnification.* Cellmate shall defend, at its expense, any action brought against Licensee to the extent that it is based on a claim that the use of the licensed Cellmate Software when used within the scope of this Agreement infringes any patent, trade secret, or copyright. Cellmate shall indemnify Licensee from any costs, damages, and fees incurred by or awarded against Licensee that are attributable to such a claim, provided that Licensee notifies Cellmate promptly in writing of the claim. Cellmate may, at its sole discretion, elect to defend, compromise, or settle the claim, in which event Licensee shall provide all reasonable available information, assistance, and authority to enable Cellmate to do so, provided Cellmate reimburses Licensee for such activity. Licensee may elect nonetheless to continue to defend those aspects of the action against Licensee that Licensee deems, in its sole discretion, to be necessary. In such event, Cellmate shall provide all reasonable available information, assistance, and authority to enable Licensee to do so, provided Licensee reimburses Cellmate for such activity, and further provided that Cellmate shall not be responsible for indemnifying Licensee for any damages, costs, or fees associated with such elected defense. Licensee shall have no authority to settle any claim on behalf of Cellmate.

8.2 *Patent Infringement Remedy.* Should the licensed Cellmate Software become, or in the opinion of Cellmate, be likely to become the subject of a claim of infringement of a patent, trade secret, or copyright, Cellmate may, at its sole option

- a. procure for Licensee, at no cost to Licensee, the right to continue to use the licensed Cellmate Software;
- b. replace or modify the licensed Cellmate Software and/or documentation, at no cost to Licensee, to make it non-infringing, provided that the same function is performed by the replacement or modified licensed Cellmate Software and/or documentation; or
- c. if the right to continue to use cannot reasonably be procured or the licensed Cellmate Software cannot reasonably be replaced or modified, terminate the license to use the licensed Cellmate Software and/or documentation, remove the licensed Cellmate Software, and refund the license fees paid for the licensed Cellmate Software for that specific Location.

8.3 *Exclusions.* Cellmate shall have no liability for any claim of copyright, trade secret, or patent infringement based on

- a. the use of other than the then-latest Release of the licensed Cellmate Software from Cellmate, if the infringement could have been avoided by the use of the latest Release of the licensed Cellmate Software and the latest Release had been made available to Licensee, or
- b. the use or combination of the licensed Cellmate Software with software, hardware, or other materials not provided by Cellmate only where the other materials were not certified by Cellmate for use with the Cellmate Software.



8.4 *Entire Liability.* THIS ARTICLE STATES THE ENTIRE LIABILITY OF CELLMATE WITH RESPECT TO INFRINGEMENT OF COPYRIGHTS, TRADE SECRETS, PATENTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS BY THE LICENSED SUPERTXT SOFTWARE, DOCUMENTATION, OR ANY PARTS THEREOF, AND CELLMATE SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

8.5 *Trade Secret.* Cellmate considers the licensed Cellmate Software covered by this Agreement to be a trade secret. Licensee shall not use design, code, or documentation gained by access to the Cellmate Software to develop a competing software product.

SECTION 9 LIMITATION OF LIABILITY

9.1 *Consequential Damages.* TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL CELLMATE BE LIABLE FOR ANY LOST REVENUES OR PROFITS OR OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF CELLMATE HAS, OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 *License-Fee Limitation.* Except for the indemnification provisions of Article 8, Cellmate's maximum liability for damages is limited to the license fees paid by Licensee under this Agreement for the particular licensed Cellmate Software that caused the damages.

9.3 *Loss of Data.* Licensee shall be solely responsible for determining whether its existing hardware and software are appropriate for the Cellmate Software. Software error can cause a significant loss of data. Cellmate shall not be responsible for any loss of data or any damage to Licensee's hardware or software that is not provide by Cellmate. Cellmate's sole responsibility is to correct the Cellmate Software error as provided in Article 6 or to replace faulty equipment that Cellmate has provided pursuant to Article 11. It is Licensee's responsibility to have adequate backup procedures to protect Licensee from loss of data.

SECTION 10 SOFTWARE SUPPORT

10.1 *Purchasing Support.* If Licensee chooses to procure Support for the Cellmate Software, Licensee agrees to purchase such Support solely from Cellmate.

10.2 *Software Support Terms.* Support by Cellmate shall be provided according to the terms and price set forth in Exhibit B.

SECTION 11 HARDWARE EQUIPMENT LEASE

11.1 *Lease of Equipment.* Cellmate shall lease to County, and County shall lease from Cellmate, subject to the terms, covenants, and conditions of this Article, the equipment described on the attached Exhibit B and incorporated by reference (Equipment). The term "Equipment" shall include all replacement parts, accessories, or alterations incorporated into or made to the tangible personal property.



11.2 *Term.* The term of the lease shall be identical to the term of the Agreement herein for the use of the Cellmate Software.

11.3 *Rental.* County agrees to pay Cellmate as rent for the Equipment the amounts set forth on Schedule C. The sums payable under this Agreement shall not entitle County to any ownership interest in the Equipment.

11.4 *Ownership and Use.* The Equipment shall be the exclusive property of Cellmate, except for County's rights to use the Equipment in its normal business operations under this Lease. The Equipment is and shall remain personal property even if installed in or attached to real property. If requested by Cellmate, County will affix plates or markings on the Equipment and on any operating manuals and manufacturer's instruction indicating the interests of Cellmate in them, and County will not allow any other indicia of ownership or other interest in the Equipment to be placed on the Equipment. County shall use the Equipment in a careful and proper manner and shall comply with all federal, state, and local laws. County shall not make any alterations or improvements to the Equipment without County's prior written consent.

11.5 *Repairs and Replacements.* Cellmate shall keep the Equipment in good condition and make all repairs and replacements necessary.

11.6 *Insurance.* Cellmate shall insure the Equipment against burglary, theft, fire, vandalism, and every cause whatsoever for not less than the replacement cost of the Equipment. At its expense County shall provide and maintain comprehensive public liability insurance against claims for bodily injury, death, and/or property damage arising out of the use, ownership, possession, or operation of the Equipment and obtain public liability insurance with minimum limits, in the form and with the insurance companies that shall be satisfactory to Cellmate. All insurance policies shall name both County and Cellmate as insured, and copies of the policies and the receipts for the payment of premiums shall be furnished to Cellmate. Each liability policy shall provide that all losses be paid on behalf of County and Cellmate as their respective interests appear.

11.7 *Risk of Loss.* County shall be responsible for all damage to the Equipment that are the result of any intentional damage by County, its agents, or employees. To the extent that the Equipment is not usable for any reason not attributable to intentional damage by County, its agents or employees, Cellmate shall at its option and expense, (a) place the article of Equipment in good working order, condition, and repair or (b) replace the article of Equipment with like equipment in good working order, condition, and repair, having equivalent value and utility and with clear title in Cellmate (which shall then be deemed substituted for the article of Equipment for all purposes).

11.8 *Inspection.* County inspected the Equipment before commencing the Lease and acknowledges that the Equipment is in good operating condition. The agents of Cellmate may at any time enter County's premises to inspect the Equipment and the manner in which it is being used.

11.9 *Warranties as to Equipment.* CELLMATE MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, AND, AS TO CELLMATE, COUNTY LEASES THE EQUIPMENT "AS IS." Cellmate shall have no liability for any damages, whether direct,



indirect, general, special, incidental, exemplary, or consequential, incurred by County as a result of any defect or malfunction of the Equipment.

11.10 Return. At the end of the term of this Agreement, County shall at its own expense return the Equipment to Cellmate at the location specified by Cellmate, in as good condition as when received, except for reasonable wear and tear.

11.11 Default. In addition to any other Default provisions in this Agreement, any of the following shall constitute a Default under this Section and under the Agreement:

- a. County fails to pay when due any rent or any other sum required to be paid under this Agreement and the failure continues for 10 days following written notice from Cellmate.
- b. County fails to observe, keep, or perform any other term, covenant, or condition of this Agreement and the failure continues for 30 days following written notice from Cellmate.

11.12 Remedies. On any Default under this Agreement by County, Cellmate shall have the right, but shall not be obligated, to exercise at any time or from time to time any one or more of the following rights and remedies:

- a. Cellmate may recover all rent and other amounts due as of the date of the default and recover all rent and other sums as they accrue.
- b. Cellmate may proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the terms and conditions of this Lease or to recover damages for the breach of this Lease or to regain possession of the Equipment.
- c. Cellmate may pursue any other remedy available to Lessor at law or in equity.
- d. Any of the actions by Cellmate under subsections (a), (b), or (c) shall not constitute a termination of this Agreement or any of County's obligations under this Agreement unless expressly stated by Cellmate in writing to County.
- e. Cellmate may terminate this Lease.

If on any termination of this Agreement County fails or refuses to immediately deliver the Equipment to Cellmate, Cellmate shall have the right to enter County's premises and take possession of and remove the Equipment without legal process. County releases any claim or right of action for trespass or damages caused by the entry and removal. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Cellmate at law or in equity and may be exercised concurrently or consecutively. The exercise or beginning of exercise by Cellmate of any one or more of these remedies shall not preclude the simultaneous or later exercise by Cellmate of any or all other remedies. Cellmate's remedies shall be available to Lessor's successors and assigns.



ARTICLE III
FOOD SERVICE, SOFTWARE LICENSE AND EQUIPMENT USE

SECTION 12
TERM AND TERMINATION

12.1. *Term of Agreement.* This Agreement shall commence on INSERT DATE and shall continue through INSERT DATE. Thereafter, the County and Cellmate Food Solutions, Inc. may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof for the extension period, have been mutually agreed upon by the County and Cellmate Food Solutions, Inc. Any licenses granted under this Agreement before termination of this Agreement shall be unaffected by the termination of this Agreement, and all terms of this Agreement shall continue to apply to those licenses.

12.2. *Termination for Convenience.* Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon sixty (60) days' notice to the other party.

12.3. *Termination for Default.* Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

12.4. *Software License Termination.* A license granted under this Agreement shall remain in effect for its full term unless terminated earlier by one of the following actions:

- a. Either party fails to perform in accordance with any of the provisions of the license granted under this Agreement and has not remedied such failure within a 30-day period after having been notified by the other party identifying the failure, unless extended by mutual agreement of both parties.
 - b. Licensee fails to pay Cellmate monies owed and has not remedied such failure within a 30-day period after having been notified in writing.
 - c. If either party to this Agreement is adjudicated as bankrupt under the U.S. Bankruptcy Code, as now constituted or later amended, or under any other applicable federal or state bankruptcy law or other similar law, or on assignment of a receiver, liquidator, assignee, trustee, custodian (or similar official) of either party to this Agreement or any substantial part of their properties, or ordering the winding up of or liquidation of the affairs of either of the parties to this Agreement, the other party shall be entitled at its own discretion to terminate any license granted under this Agreement forthwith by written notification to the party concerned.
 - d. Licensee may terminate a license granted under this Agreement on sixty (60) days' notice to Cellmate.
- 12.5. *Consequences.* If a license is terminated as provided in this Article 12, Licensee shall
- a. discontinue all use of the software granted by such license;



- b. within fourteen (14) days of termination, return to Cellmate and not keep any copies of the software granted by the license and any other information supplied under this Agreement whether designated proprietary or not, as well as the Software Product Description and any training material provided by Cellmate, and testify in writing that all and any copies of the software granted by the license and mentioned material are returned to Cellmate. Termination, either voluntary or involuntary, shall not entitle Licensee to any refund for license fees paid, nor shall it relieve Licensee of the obligation to pay any outstanding amounts due Cellmate.

SECTION 13 MISCELLANEOUS

13.1 Compliance with Laws. Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. This shall include the National Prison Rape Elimination Act (PREA) standards. The County shall provide reasonable and adequate physical security at all times for Cellmate Food Solutions, Inc. employees, suppliers, management and other authorized visitors.

13.2 Notices. All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

13.3 Complete Contract. This contract and Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other contracts or agreements, oral or otherwise regarding the subject matter of the Contract or any part thereof, shall have any validity or bind any of the parties hereto.

13.4 Confidential Information. All financial, statistical operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Cellmate Food Solutions, Inc.'s business (collectively, the "Cellmate Food Solutions, Inc. Proprietary Information") are and shall remain confidential and the sole property of Cellmate Food Solutions, Inc. and constitute trade secrets of Cellmate Food Solutions, Inc.. The County shall keep all Cellmate Food Solutions, Inc. Proprietary Information confidential and shall use the Cellmate Food Solutions, Inc.'s Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy, reproduce, or otherwise duplicate any materials containing any Cellmate Food Solutions, Inc. Proprietary Information without the prior written consent of Cellmate Food Solutions, Inc. Upon the expiration or any termination of this Agreement, all materials containing any Cellmate Food Solutions, Inc. Proprietary Information shall be returned to Cellmate Food Solutions, Inc.

13.5 Non-solicitation. The County acknowledges that Cellmate Food Solutions, Inc. has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, formulas, computer programs/software, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Cellmate Food Solutions, Inc.'s manner of conducting its business and that such information is available, on a confidential basis, to Cellmate Food Solutions, Inc.'s supervisory employees. Therefore, the County agrees that supervisory employees of Cellmate Food Solutions, Inc. that may be utilized pursuant to this Agreement shall not be hired by the County in any position related to the food service



operation for the term of this Agreement and for twelve (12) months thereafter. For the purposes of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on behalf of Cellmate Food Solutions, Inc. on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

13.6 In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Cellmate Food Solutions, Inc. and Cellmate Food Solutions, Inc. shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Cellmate Food Solutions, Inc. supervisory employee hired by the County in violation of the terms of this Agreement.

13.7 *Press Relations.* Cellmate Food Solutions, Inc. shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases. No news release pertaining to this service will be made without County approval

13.8 *Independent Contractor.* Cellmate Food Solutions, Inc. is an independent contractor of County and neither party is the agent of the other.

13.9 *Severability.* If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13.10 *Assignment.* Cellmate Food Solutions, Inc. may not assign this Agreement without the County's prior written consent, except that Cellmate Food Solutions, Inc. may assign this Agreement to an affiliate without consent being required. The term "affiliate" means any corporation or limited liability company controlling, controlled by or under common control with, Cellmate Food Solutions, Inc.

13.11 *Waiver.* The failure of Cellmate Food Solutions, Inc. or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

13.12 *Proprietary or Confidential Information.*

- a. It is recognized that each party under this Agreement may make available to the other party proprietary or confidential information related to the business of that party.
- b. Proprietary or confidential information may include in any form, but is not limited to, processes, formulae, specifications, programs, instructions, source code for operating-system-dependent routines, technical know-how, methods and procedures of operation, benchmark test results, business or technical plans, and proposals.
- c. It is agreed that proprietary or confidential information made available by one party to another party under this Agreement shall (1) be kept confidential by the receiving party, (2) be treated by the receiving party in the same way as it treats proprietary or confidential information generated by itself, (3) not be used by the receiving party other than in



connection with the implementation of this Agreement, and (4) be divulged only to the receiving party's personnel that have a need to know and have undertaken to keep proprietary or confidential information secret. Title or the right to possess proprietary or confidential information between the parties shall remain in the party that furnishes it. Neither party shall furnish to the other party any proprietary or confidential information that it does not have the right to furnish.

- d. Each party agrees to use all reasonable steps to ensure that the other party's proprietary or confidential information is not disclosed by its employees or agents in violation of the provisions of this Article.

13.13. Confidentiality Term.

- a. The commitments pursuant to section 7.1 of this Article shall continue during the term of this Agreement and survive the termination of this Agreement for five (5) years.
- b. These commitments shall cease if, but only to the extent that, proprietary or confidential information:
 - i. is or becomes generally known or available to the public at large through no act or omission of the receiving party;
 - ii. can be demonstrated to have been available lawfully to the receiving party before the disclosure or has thereafter been furnished to the receiving party without restrictions as to disclosure or use;
 - iii. can be demonstrated, subsequent to disclosure, to have been independently developed by the receiving party without use of any proprietary or confidential information received from the disclosing party; or
 - iv. is disclosed by operation of law or court order, provided that the party whose information is to be disclosed is given an opportunity to prevent such disclosure and, if disclosed, the proprietary or confidential information will be used only for the specified legal purposes.
- c. Each party is entitled to disclose proprietary or confidential information to any of its associated companies on the condition that such associated companies shall be bound by the same commitments undertaken by each party under this Article.

SECTION 14
MISCELLANEOUS

14.1 Law Applicable to This Agreement. This Agreement shall be subject to and construed in conformity with the laws of the State of Michigan. Any dispute arising between the parties shall be settled by arbitration under the rules of the American Arbitration Association in Calhoun County, Michigan, before a single arbitrator selected under those rules. The arbitral award may be enforced in any court having jurisdiction. Licensee acknowledges and agrees that, notwithstanding the foregoing, Cellmate may decide, in its total discretion, that a claim or action under this Agreement may be brought and will be subject to the relevant local law or local competent courts that may have jurisdiction over Licensee.



14.2 *Advertising Publications.* Cellmate shall not in any way use or apply Licensee's name in advertisements, sales promotions, publicity, or publications or advertise or publish that Cellmate does business with Licensee except with prior written consent. It is understood that Cellmate is allowed to incorporate a Licensee's name in any public filings required by law.

14.3 *Non solicitation.* County agrees that during the Term of this Agreement and for a period of three (3) years following termination, County will not entice away, employ, or solicit for employment any current or former employee of Cellmate, solicit any business with any current or former employee of Cellmate, or contact any customer or client of Cellmate.

14.4 *Independent Contractor.* The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractor. In performance of the Agreement, Cellmate is an independent contractor with the authority to control and direct the performance of any support or other services provided pursuant to the Agreement.

14.5 *Entire Agreement.* This Agreement, including the attached exhibits incorporated by reference, contains the entire agreement between the parties with respect to the subject matter and shall supersede any and all prior communications, representations, agreements, and/or undertakings, either verbal or written, between the parties with respect to the subject matter. Any amendment or other modification of any of the terms and provisions of this Agreement must be in writing and signed by duly authorized representatives of the parties.

14.6 *Legal Construction.* To the extent that any law, statute, treaty, or regulation by its terms as determined by a court, tribunal, or other government authority of competent jurisdiction is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty, or regulation. If any portion of this Agreement shall be otherwise unlawful, void, or for any reason unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the parties' intent. In either case, the remainder of this Agreement shall continue in full force and effect.

14.7 *Waiver.* The waiver by any party of a breach or default by the other party of any provision of this Agreement shall not be construed as a waiver by such party of any succeeding breach or default by the other party of the same or another provision.

14.8 *Assignments and Transfers.* County may not assign or transfer interest in this Agreement or any license granted under this Agreement without Cellmate's prior written consent.

14.9 *Notices.* Unless otherwise specified in this Agreement, any notices required or permitted to be given pursuant to this Agreement shall be in writing, addressed as set forth below.

If to Cellmate:

Laura Kujawa, CEO
Cellmate Technologies, Inc.
905 N. Church Street
Tekonsha, Michigan 49092

If to County:

Antrim County
107 Grove Street
Bellaire, Michigan 49615



14.10 *Force Majeure.* Neither party shall be liable for delays or nonperformance of this Agreement occasioned by acts of God, public enemies, civil disobedience, governmental regulations or decrees, labor disputes, unavailability of materials, equipment failure, strikes, fires, accidents, or any other causes, whether or not of the kind enumerated in this provision, that are beyond such party’s reasonable control. If performance by either party to this Agreement is delayed due to any of the foregoing causes, the delay shall not be deemed a breach under this Agreement, and this Agreement shall remain in full force and effect. If it appears that performance by either party to this Agreement will be delayed due to any of the foregoing causes, the party shall promptly notify the other party in writing stating the cause of the delay and its expected duration and shall use commercially reasonable efforts to carry out performance as soon as reasonably possible.

14.11 *Survival.* The provisions of Article 7 entitled "Proprietary Information," Article 8 entitled "Indemnification," and Article 9 entitled "Limitation of Liability" shall survive the expiration or termination of this Agreement as well as the termination or expiration of any license granted under this Agreement.

14.12 *Compliance with Laws.* County shall be responsible for complying with all applicable government regulations of the United States. County shall to the extent allowed by law hold Cellmate harmless for any claims related to any audit by the Department of Justice or similar authority relative to whether County is properly complying with applicable state or federal regulatory requirements.

14.13 *Counterparts.* 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 one and the same instrument

The parties agree that they have read and fully comprehend the contents of the Agreement, the terms of which are incorporated and acknowledged by this reference.

By signing this agreement, the undersigned agree to become parties to this Agreement and to be bound by all of its terms, conditions, and duties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Cellmate Food Solutions, Inc.

Antrim County

By: LAURA KUJAWA

By: _____

Signature: _____

Signature: _____

Its: Chief Executive Officer

Its: _____

Date: _____

Date: _____



EXHIBIT A

Cellmate Food Solutions, Inc. Proposal Terms

| | | | |
|--|---|---|---|
| MEAL PRICING BUDGET | HYBRID MENU WITH ANTRIM COUNTY LABOR | \$1.93 PER MEAL | \$51,757.10 ANNUALLY |
| Proposed budget was based on current circumstances and is subject to change. | | | |
| KITCHEN TRANSITION FEE | \$3,800.00 | ONE TIME FEE | |
| TRAINING/ MENU CERTIFICATION | Serv Safe [®] training- \$40 for each certification Menu certification- \$150 for each menu certification A compliant kitchen managed by a Serv Safe individual is required. | | |
| CELLMATE CONNECT™ IMPLEMENTATION | \$4,500.00 | ONE TIME FEE | NO ADDITIONAL MONTHLY SERVICE OR LICENSE FEES |
| ESTIMATES OF ANNUAL OFFICE SUPPLIES TO PROCESS CELLMATE CONNECT™ County to provide for the following: PC for Kitchen Management Printer, phone service, wi-fi connection, power for printers & chargers | \$1,110.00-1,300.00 | Initial Equipment Purchase for additional budget considerations: Handheld Device: \$500.00 Thermal Printer: \$200.00 Laser Printer: \$350.00 Thermal-Label Holder for Fanfold Cards: \$15.00 Mobile Device High Speed Charger: \$50.00 Additional office supplies may be required either provided by County or provided by Cellmate and billed back to County . | |



| | | | | |
|---|--|------------------------|--------------|--------------|
| FOOD SERVICE | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px;">KITCHEN TRANSITION FEE</td> <td style="width: 33%; padding: 2px; text-align: center;">\$3,800.00</td> <td style="width: 33%; padding: 2px;">ONE TIME FEE</td> </tr> </table> | KITCHEN TRANSITION FEE | \$3,800.00 | ONE TIME FEE |
| | KITCHEN TRANSITION FEE | \$3,800.00 | ONE TIME FEE | |
| <ul style="list-style-type: none"> • Transition fee covers current kitchen to Cellmate Food Solutions, Inc. compliance & standards. • Food cost budget for a 2,100-2,400 calorie menu. • Food costs budget include cleaning chemicals. • Cellmate Food Solutions, Inc. will plan all menus and ensure the inmates are provided a daily diet which meets or exceeds RDA standards. • A weekly menu cycle will be used in menu planning. • A registered dietitian reviews all menus for nutritional adequacy quarterly. • Food Service staff will document any substitutions or modifications of meals. • Modified meals must be equal in nutritional value to those originally planned. • County will be billed disposable items (Styrofoam containers, plasticware, etc.) needed beyond the normal food service program for example, in emergencies where the standard food service is not possible. • County to purchase trays as needed and provide and replace all reusable plastic cups and sporks/spoons. • Cellmate Food Solutions, Inc. will place orders for any kitchen small wares etc. (will be billed back to County). • Cellmate Food Solutions, Inc. will place orders for additional office furniture and equipment (will be billed back to County). | | | | |
| <p>MANAGEMENT FEE</p> <p><i>The management fee is included in all required purchases made through Cellmate.</i></p> | <ul style="list-style-type: none"> • Quarterly Review of Programs • Provide Management Recommendations to maintain compliance • Includes Quarterly Kitchen Inspections & 1 DOC Inspection provided by Cellmate Management or supported by County depending on which kitchen management program the County selects. • Cellmate Food Solutions Inc. will initiate and support required (if any) Health Department inspections and required licenses to operate the kitchen (any license fees will be responsibility of County). • Kitchen equipment consulting • Purchasing responsibilities to include product sourcing • Menu development & support is included in Management fee unless a menu certification is required. • All purchases must be made through Cellmate solutions and management fee included within rebilled product cost to the county. | | | |

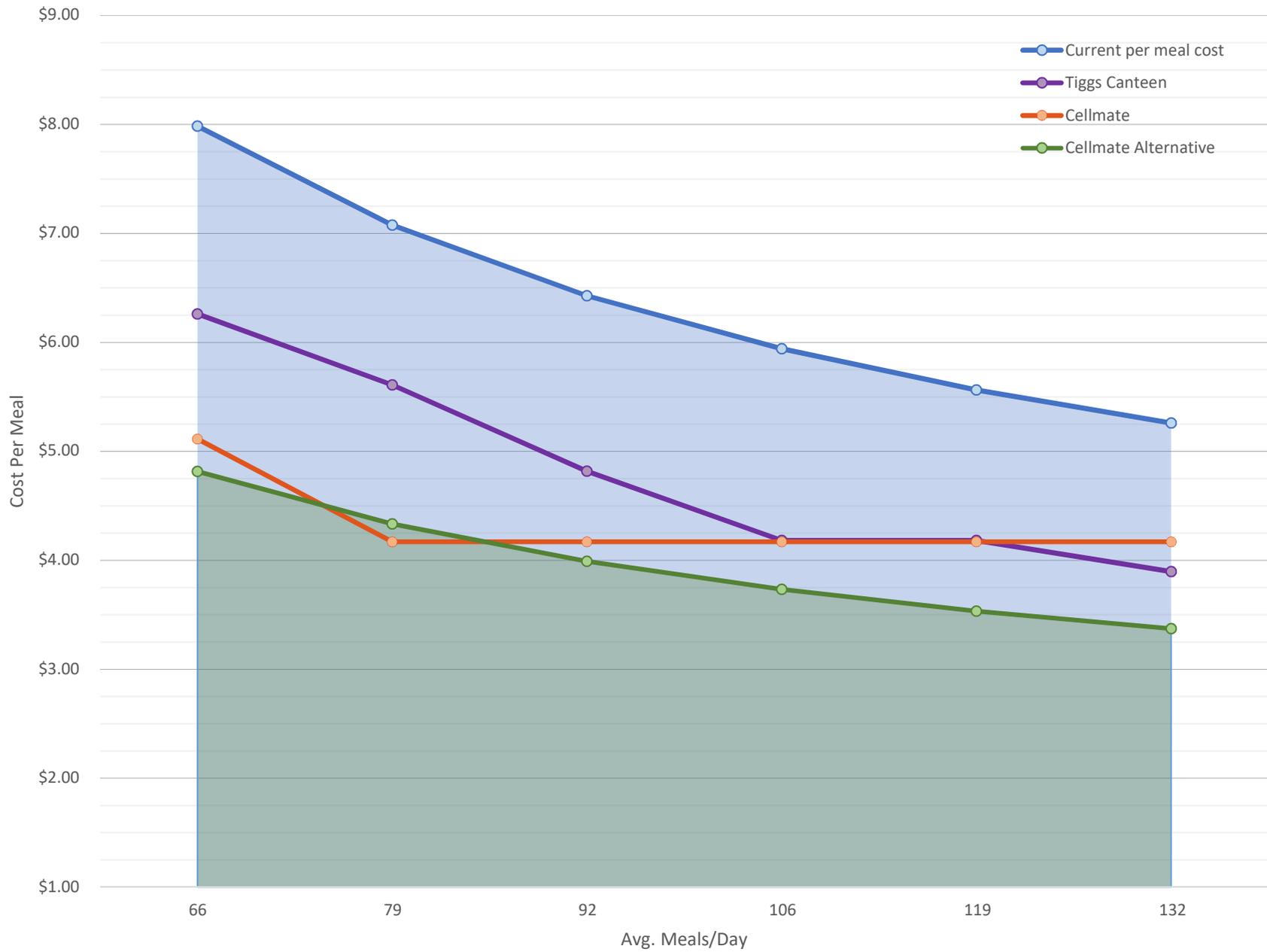
- * Data above reflects considerations/ circumstances for an annual budget period based on a consistent ADP of 25.
- * The County is responsible for day-to-day operations and compliance based on Michigan Law.
- * All purchases must be made through Cellmate Food Solutions, Inc.



EXHIBIT B

Software Support Terms

| | | | | |
|--|---|---------------------------|---|---------------------------------------|
| CELLMATE CONNECT™ SOFTWARE INTEGRATION | CELLMATE CONNECT™ IMPLEMENTATION | \$4,500.00 | ONE TIME FEE | NO MONTHLY SERVICE OR LICENSE FEES |
| | ESTIMATES OF ANNUAL OFFICE SUPPLIES TO PROCESS CELLMATE CONNECT™ County to provide for the following: PC for Kitchen Management Printer, phone service, wi-fi connection, power for printers & chargers | \$1,100.00- \$1,315.00 | Initial Equipment Purchase for additional budget considerations: <ul style="list-style-type: none"> • Handheld Device: \$500.00 • Thermal Printer: \$200.00 • Laser Printer: \$350.00 • Thermal-Label Holder for Fanfold Cards: \$15.00 • Mobile Device High Speed Charger: \$50.00 | |
| <ul style="list-style-type: none"> • Install and Stabilize Production Environment • County will need to support process of integration and partnership between Cellmate Food Solutions, Inc. and current JMS partner. • Provide eCommerce for Credit Card Acceptance • Integrate to Facility Financials/ Use Dual Entry 'quick start' (reusable) • Facility Software Set-up and Item Configuration • IVR Set-up • Ongoing non-tech/non-coding support to Facility and End-Customer • Provide dedicated tech support to facility and end customer for initial four weeks post go-live (beta-launch only) • Provide ongoing non-tech support to Facility and End-Customer • Provide ongoing tech support to Facility and End-Customer. Monitor systems for and enhance for performance. Provide minor enhancements and bug fixes. • Cellmate Food Solutions, Inc. will provide technical support on Cellmate Connect™ at no additional cost to County. • Once a successful Cellmate Connect™ integration is completed, County to receive 20% Commission on all items sold through the kitchen using Cellmate Connect™ including meal of choice offsetting options (mentioned above) as additional revenue source to the County to offset meal costs. | | | | |





Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Sheriff's Office - Dispatch

Submitted By: Michael Gank, Dispatch Sergeant

Agenda Item: Sheriff's Office - Dispatch - Core Technology

| |
|--|
| <p>1. Action Request/Suggested Motion</p> <p>To authorize the Board Chair to execute an agreement with Core Technologies.</p> |
| <p>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</p> <p>Core Technologies is a vendor for accessing LEIN (federal database) information. We are currently operating with Core Technologies under a purchase agreement that has been in place since 2006. The current agreement, as it stands, puts Antrim County out of compliance with FBI standards. This is similar to the Central Square contract update approved by the Board on July 20, 2023</p> |
| <p>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</p> <p>This new agreement will put us in compliance within FBI standards, establish us operating under a contract instead of with a purchase agreement, and allow for the continued use of the federal information database.</p> |
| <p>4. Financial – Budget-related information</p> <p>We are currently billed annually. Signing the contract instead of continuing under a purchase agreement will not cause any financial changes.</p> |
| <p>5. Legal Review</p> <p>The contract has been sent to legal, it is expected back early next week, prior to the Board meeting.</p> |
| <p>6. Policy Implications</p> <p>N/A</p> |
| <p>7. Plan – Timeline with who, what, where, and how</p> |
| <p>8. Alternative Plan – What are the implications if failure to approve?</p> <p>Without compliance, LEIN access can be revoked.</p> |
| <p>9. Attachments Included</p> <p>Core Technologies contract</p> |



SOFTWARE LICENSE AGREEMENT

AGREEMENT BY AND BETWEEN

CORE TECHNOLOGY CORPORATION
5859 W. Saginaw Highway #217
Lansing, Michigan 48917-2460 (“CORE”)

and

(CUSTOMER)

(Address)

This Agreement consists of the accompanying Terms and Conditions, Schedule A, and, as may be adopted from time to time by the parties with reference to this Agreement, one (1) or more QUOTATION form(s) and one (1) or more Statement of Work(s). Each QUOTATION form and Statement of Work will refer to this Agreement and will become effective as an integral part of this Agreement upon its execution by both CUSTOMER and CORE.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, THE SCHEDULES ADOPTED HEREUNDER, AND THE QUOTATION FORM(S) AND/OR STATEMENT OF WORK(S) EXECUTED BY THE PARTIES, IS/ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL SCHEDULE ARE ACCEPTED AND EXECUTED BY CUSTOMER AND APPROVED AND EXECUTED BY CORE. THE PARTIES EXECUTING THIS AGREEMENT ON BEHALF OF CORE AND THE CUSTOMER EACH WARRANT THAT [HE][SHE] IS DULY AUTHORIZED BY THEIR RESPECTIVE PARTY TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTY AND SO BIND THEM TO THE TERMS AND CONDITIONS NOTED HEREIN.

APPROVED:

ACCEPTED:

CORE TECHNOLOGY CORPORATION

CUSTOMER

By: _____

By: _____

Name: Jill McCready

Name: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

WHEREAS, CORE has the right to license SOFTWARE and provide SUPPORT; and

WHEREAS, CUSTOMER desires to utilize SOFTWARE and SUPPORT.

NOW, THEREFORE, the parties hereto agree as follows:

DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply.

- a) "NEW RELEASE" shall mean any new release of SOFTWARE or additions to SOFTWARE as periodically provided by CORE to its customers including enhancements, correction of errors and/or other related programming and software improvements required to maintain SOFTWARE as current, competitive and marketable.
 - b) "QUOTATION" shall mean CORE'S quotation forms which are signed by CORE and CUSTOMER to place orders for SOFTWARE or services under this Agreement.
 - c) "SOFTWARE" shall mean the computer program(s) as described in Schedule A along with all documentation and manuals therefore.
 - d) "SUPPORT" shall mean support for personnel of CUSTOMER in the use of SOFTWARE as specifically set forth in Schedule A under "Support Policy".
- 1) **SCOPE OF LICENSE:** Contingent upon CUSTOMER'S compliance with the terms of this Agreement, CORE grants to CUSTOMER a non-assignable, non-transferable, non-severable, non-exclusive right and license to use SOFTWARE as set forth in Schedule A solely for CUSTOMER'S internal purposes. The license shall include the right to use the number of copies of SOFTWARE set forth on CORE'S QUOTATION form for such SOFTWARE. CUSTOMER shall have the right to make two (2) copies of SOFTWARE in Object Code form for nonproductive backup purposes only.

In the event that SOFTWARE contains third party computer programs that are licensed pursuant to third party license agreements, such third-party computer programs are licensed to CUSTOMER under the terms of such third-party license agreements. CORE shall furnish copies of such third-party license agreements to CUSTOMER on or before delivery of SOFTWARE. If the CUSTOMER does not wish to accept such third-party license agreements, CUSTOMER shall, prior to any use of the third-party computer programs, return SOFTWARE to CORE whereupon this Agreement shall be deemed canceled. Such third-party license agreements shall be considered accepted by CUSTOMER in the event that CUSTOMER commences use of the third-party computer programs or pays any portion of the fees and charges due with respect thereto. In the event of a conflict between the third-party license agreements and the terms hereof, such third-party license agreements shall control with respect to the specific third-party computer programs to which such third-party license agreements apply.

- 1) Any third-party computer programs provided along with SOFTWARE may only be used in conjunction with SOFTWARE.
- 2) TERM: The license for each SOFTWARE shall begin on the execution date of the corresponding Schedule and shall be perpetual unless terminated in accordance with Paragraph 7.
- 3) SUPPORT:
 - a) Subject to CUSTOMER'S payment of the applicable Annual Support Fee for SOFTWARE, CORE will provide SUPPORT to CUSTOMER for a twelve (12) month support period as set forth in Schedule A.
 - b) CORE reserves the right to increase CUSTOMER'S Annual Support Fee on the anniversary of CUSTOMER'S support period renewal.
 - c) CUSTOMER'S SUPPORT will automatically renew for an additional twelve (12) month support period unless CUSTOMER provides CORE with sixty (60) days written notice prior to the end of the then-current support period of its intention to terminate SUPPORT of the SOFTWARE at the next scheduled renewal date.
 - d) Modification of SOFTWARE by CUSTOMER shall release CORE from its obligation to provide SUPPORT.
- 4) FEES AND TAXES: CUSTOMER shall pay, without deduction or set-off, one hundred percent (100%) the fees set forth on the invoice for each CORE SOFTWARE and services purchased or licensed by CUSTOMER. All fees or costs shall be invoiced at the signing of this Agreement and due upon receipt of the invoice. Any sales, use or excise taxes or other similar taxes which are assessed or payable on account of this Agreement shall be paid by CUSTOMER. Any monies not paid to CORE when due shall bear interest at the rate of 1.5% per month from the due date until paid. No failure of CORE to demand, when due, any installments, taxes, or fees, shall be deemed a waiver by CORE of the obligations of CUSTOMER to pay such sum. Maintenance Fees are payable for the terms set forth in Schedule A, Section 6 – Billing.
- 5) NEW RELEASE: CUSTOMER acknowledges that the policy of CORE is to periodically provide a NEW RELEASE to maintain the timely applicability and competitive marketability of SOFTWARE. CORE therefore reserves the right to make improvements to SOFTWARE. CUSTOMER further acknowledges that installation of each NEW RELEASE is essential to the correct operation of SOFTWARE. For as long as this Agreement is in effect, CORE will make available each NEW RELEASE to CUSTOMER. If at the time a NEW RELEASE is made available, CORE is not obligated to provide SUPPORT for SOFTWARE, CUSTOMER may pay a lapsed support fee to obtain and use such NEW RELEASE. Such lapsed support fee will be determined by CORE at the time NEW RELEASE is made available. CUSTOMER may install NEW RELEASE at its option. If installed, NEW RELEASE shall be considered integral to SOFTWARE for the purposes of this Agreement and NEW RELEASE shall become part of this Agreement. Refusal of CUSTOMER to install a NEW RELEASE shall relieve CORE of any responsibility or liability for the improper operation or any malfunction of SOFTWARE and shall relieve CORE of any obligation to provide SUPPORT for SOFTWARE.

6) CONFIDENTIALITY:

- a) CUSTOMER. CUSTOMER acknowledges that SOFTWARE constitutes a valuable asset and trade secret of CORE, and that CORE has a proprietary right and interest in and to SOFTWARE and that any information with respect thereto is CONFIDENTIAL. Ownership of all right, title and interest in and to SOFTWARE (including ownership of all trade secrets and copyrights pertaining thereto) and all copies thereof resides and shall remain with CORE. Accordingly, CUSTOMER agrees as follows:
- i) CUSTOMER shall not, without prior written permission from CORE, sell, lease, assign, transfer, offer as service or otherwise make available for any purpose, whether gratuitously, or for valuable consideration, SOFTWARE, or any part thereof, or any information with respect thereto, to any individual, business organization or governmental body; and
 - ii) CUSTOMER shall not reveal, and shall instruct its employees not to reveal, any information related to SOFTWARE, and CUSTOMER shall take appropriate action to ensure that these obligations will be fulfilled. The provisions of this paragraph shall survive the termination of this Agreement.
- b) CORE. To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services (“CJIS”) policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7). The most recent CJIS Security Addendum is as follows:

The rest of this page intentionally left blank.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgment may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

- 7) **TERMINATION RIGHTS:** Upon failure of CUSTOMER to pay any sums due hereunder, as and when such sums are due or payable, or upon breach of a provision contained herein, and without prejudice as to any other rights CORE may have herein, or at law or in equity for money damages, or injunctive or other equitable relief, CORE shall have the right, at its option, to terminate the License granted herein provided that CORE first gives CUSTOMER fifteen (15) days prior notice to permit CUSTOMER to cure the breach. Upon termination of the License as a result of CUSTOMER'S breach, CUSTOMER is required to delete and destroy all copies of SOFTWARE in its possession (whether modified or unmodified, installed and/or physical copy), and all other materials pertaining to SOFTWARE, including all copies thereof. CUSTOMER agrees to certify their compliance with such requirement upon CORE'S request.

CUSTOMER agrees that upon the occurrence of any actual or threatened breach by CUSTOMER of the restrictions upon the use, sale, transfer or disclosure of SOFTWARE as contained in Paragraph 6 herein, monetary damages alone shall not be sufficient remedy or protection for CORE and CORE shall be entitled to such injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

- 8) **TITLE AND INDEMNIFICATION:** CORE warrants, for CUSTOMER'S benefit alone, that CORE owns the SOFTWARE or otherwise has the right to grant CUSTOMER the right and license provided in this Agreement.

CORE shall defend, indemnify, and hold harmless CUSTOMER, from and against any claim, loss, damage, or expense (including court costs and attorney's fees) asserting that the SOFTWARE infringes a third party's intellectual property rights, to the extent that the infringement claim arising out of, or relating to, CUSTOMER'S own internal use of SOFTWARE in compliance with the terms of this Agreement. CUSTOMER agrees to notify CORE at such time as it is apprised of any third party claim and agrees to cooperate in a reasonable manner with CORE with respect to the defense and disposition of such claim.

CORE may, at its option, obtain for CUSTOMER the right to continue using SOFTWARE, replace SOFTWARE with functionally equivalent, compatible non-infringing SOFTWARE or recover SOFTWARE, and terminate CUSTOMER'S license, by paying CUSTOMER the remaining value of SOFTWARE then held by CUSTOMER (determined by reference to a five (5) year, straight-line amortization formula applied from the delivery date) and the remaining value of the Annual Support Fee (determined by reference to a 12 month straight-line amortization formula applied from first date of the 12 month support period).

CORE shall not be responsible for any infringement involving or concerning any modification of SOFTWARE or the combination of SOFTWARE with equipment not supplied by CORE, to the extent such infringement results solely from such modification or combination and has not been specifically authorized by CORE.

THESE INDEMNIFICATION PROVISIONS CONSTITUTE CORE'S SOLE LIABILITY, AND CUSTOMER'S SOLE RECOURSE, IN THE EVENT OF ANY INFRINGEMENT OF THIRD PARTY RIGHTS BY SOFTWARE.

9) LIMITED WARRANTY: CORE warrants that:

- a) SOFTWARE does not and shall not contain, at the time issued or delivered by CORE to CUSTOMER, any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap door, that is designed to delete, disable, deactivate, interfere with, or otherwise harm SOFTWARE or CUSTOMER'S hardware, data, or other programs, or that is intended to provide access or produce modifications not authorized by CUSTOMER (collectively, "disabling procedures"). However, such disabling procedures do not include a software evaluation lock which may be included in SOFTWARE. A software evaluation lock allows CUSTOMER to evaluate computer programs offered by CORE upon unlocking of the lock by a key obtained from CORE by CUSTOMER. Such a warranty is intended to apply regardless of whether such disabling procedures are authorized by CORE to be included in SOFTWARE. If CORE incorporates into SOFTWARE programs or routines supplied by other vendors, Licensor's, or contractors, CORE shall obtain comparable warranties from such providers or CORE shall take appropriate action to ensure that such programs or routines are free of disabling procedures. Notwithstanding any other limitations in this Agreement, CORE agrees to notify CUSTOMER immediately upon discovery of any disabling procedures that are or may be included in SOFTWARE that has been issued or delivered by CORE, and, if disabling procedures are discovered or reasonably suspected to be present in SOFTWARE, CORE agrees to take action immediately, at its own expense, to identify and eradicate (or to equip CUSTOMER to identify and eradicate) such disabling procedures and carry out any recovery necessary to remedy any impact of such disabling procedures; and
- b) For the CUSTOMER'S benefit only, the SOFTWARE will perform substantially in accordance with the documentation accompanying the SOFTWARE (as may be modified from time to time) for a period of ninety (90) days from the date of delivery of the SOFTWARE to the CUSTOMER. CORE does not warrant that SOFTWARE will meet CUSTOMER'S planned applications or be error free. CORE'S warranty shall not apply to SOFTWARE that has been modified by CUSTOMER or third parties, or SOFTWARE that is installed on computer systems not approved by CORE.

- c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORE AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE CORE SERVICE BUREAU SYSTEM. THE SERVICES, THE INFORMATION PROVIDED AS PART OF THE SERVICE, THE SOFTWARE AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SUBSCRIBER. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
 - d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORE DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
 - e) WITHOUT LIMITING THE FOREGOING, CORE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
 - f) CORE MAKES NO WARRANTY OF ANY ABILITY TO DELIVER TIMELY OR ACCURATE SERVICES.
- 10) LIMITATION OF LIABILITY: TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF CORE, ITS LICENSORS AND SUPPLIERS, AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL CORE BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT.

NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL CORE OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (III) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE CORE, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE. THIS LIMITATION SHALL NOT APPLY TO THE INDEMNIFICATION PROVIDED IN PARAGRAPH 8.

- 11) EXPENSE AND COST OF COLLECTION: CORE shall have the right to collect from CUSTOMER reasonable expenses incurred in enforcing the collections of the License Fee, Annual Support Fee, taxes, or any other sums payable hereunder or in connection with the enforcement by CORE of any of its rights through its attorneys or by legal proceedings pursuant to Paragraph 6 or 7 herein, including reasonable attorney's fees incurred in connection therewith.
- 12) ADDITIONAL EXPENSES: In addition to any other costs or expenses enumerated herein, where CUSTOMER has agreed to pay such expenses, CUSTOMER shall be invoiced monthly by CORE for other reasonable and necessary Out-of-Pocket Expenses incurred and documented during the providing of SUPPORT to CUSTOMER. These expenses include, but are not limited to, such costs as travel, meals, lodging, transportation, outside data entry, computer rental, long-distance telephone expenses and computer supplies.
- 13) WRITTEN NOTICES: All written notices to the parties provided for in this Agreement shall be deemed properly given if sent to the parties by U.S. First Class mail and addressed to the parties at the addresses set forth above.
- 14) GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the United States of America and the State of Michigan, and the parties agree to submit to the exclusive jurisdiction of the Courts of the State of Michigan.
- 15) BINDING AGREEMENT: This Agreement shall be binding upon and to be for the benefit of the successors, receivers and assigners of the parties hereto. The interest of either party in this Agreement may not be assigned or pledged absent the written consent of the other party except in the case of a sale or transfer of the entire business to which this Agreement pertains.
- 16) ENTIRE AGREEMENT: This writing embodies the entire Agreement between the parties as to SOFTWARE and SUPPORT and may be modified only by a writing signed by both parties.

- 17) U.S. GOVERNMENT RESTRICTED RIGHTS: SOFTWARE is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer for such purpose is: CORE TECHNOLOGY CORPORATION, 5859 W. Saginaw Highway #217, Lansing, Michigan 48917-2460.

DRAFT

Schedule A

SOFTWARE:

LOCATION:

SUPPORT POLICY

This Standard Software Maintenance Services ("SSMS") between Core Technology Corporation ("Core") and (CUSTOMER) sets forth the standard software maintenance support services provided by Core. The Software manufactured by Core is covered under this Agreement. Any Third-Party Software included in Customer's System is not covered under this Agreement and shall be covered under the third-party manufacturers' maintenance terms for support. Capitalized terms in this Agreement shall have the same meaning as defined in the Software License Agreement to which this Agreement is attached as Schedule A.

1. Service Period

This SSMS shall begin concurrently with the warranty period and remain in effect for a period of one (1) year (the "SSMS term"), ending on the same calendar date at the conclusion of the SSMS term. The SSMS term will automatically extend annually by payment of the then-current Annual Support Fee for Software.

2. Licenses Included In SSMS

The SSMS entitles customers to obtain licenses to utilize all upgrades and new releases of the Software released by Core during the current SSMS term. Prior releases of licensed Software are supported no longer than twelve (12) months after a new release is announced by Core. Through participation in working groups across the Country, as well as regular interaction with Customers, Core is continuously improving its Software and this SSMS gives Customers the ability to take advantage of the latest innovations.

The costs associated with an upgrade or moving a Customer to a new version of Software are not included under the SSMA. Consequently, costs including but not limited to travel to the site, assembly, set up, configuration, consulting, installation, and training will be billed at the then current hourly rate, plus travel expenses. A cost estimate will be provided to the Customer and approved by the Customer before work commences. Customer will also be responsible for the cost of any equipment replacements or upgrades that may be necessary to accomplish the upgrade or to install the new version of Software.

3. Support Services for Software

a. **Description of How Support Is Performed**

The SSMA includes the services of Core's technical staff that perform support remotely utilizing the phone and a high-speed internet connection. Software issues can be diagnosed and fixed remotely as long as the Customer has not misused the System and has maintained its Equipment and Software in accordance with the Systems manual. In any case in which technical staff is required to visit the site to perform support services, the Customer will be charged for time and materials at the then current Core hourly rate, plus travel expenses.

b. **Covered Software Issues**

Software Maintenance covers any issue or problem that is the result of a verifiable, replicable error (Core will use all reasonable means to verify and replicate) in the Licensed Software ("Verifiable Core Issue"). An error will be a Verifiable Core Issue only if it constitutes a material failure by the licensed Software to function in accordance with the applicable licensed Software Documentation. Errors caused by the following circumstances are not covered under the SSMS:

- i. The licensed Software was modified by a party other than Core; or
- ii. The error was caused by a defect, failure or issue with Customer’s equipment or third-party software not procured by Core, unless Core specifically indicated the equipment and/or software was interoperable with the licensed Software.

If Technical Support determines the Customer’s problem is not caused by Core or its Systems, Equipment, or Software, or is otherwise outside Core’s reasonable control, Core is not obligated to provide support under this Agreement. This scenario is called “out of scope support.” For out-of-scope support, whether provided remotely or at Customer’s site, the Customer agrees to pay Core its fees for time and expense at Core’s then current rate, in addition to any travel expenses incurred by Core for onsite “out of scope support.”

c. Availability of Support—Hours and Days

Standard Support:

Customer will have access to Core’s technical support personnel (“Technical Support”), from 8:00 a.m. - 5:00 p.m. (ET) Monday through Friday, except designated holidays. Communications with Technical Support will take place through the phone, email or portal.

24x7 Support:

For an additional fee, Customer may have access to Core’s technical support personnel (“Technical Support”), twenty-four (24) hours a day, seven (7) days a week as set forth in the below Service Level table. Communications with Technical Support will take place through Core’s designated call center who will dispatch calls to the technical support representative.

The technical support personnel can be reached at the following phone number, portal address or email:

Phone: 1-800-338-2117; <http://coretechcorp.com/submit-a-support-request/> or email support@coretechcorp.com

Core provides a single-entry point of contact that routes requests/problems to the appropriate Technical Support. The following chart depicts Severity Levels for problem reporting and response plan requirement for ensuring timely restoration. Users will report software and system related problems to the technical support personnel. Core Technical Support will determine which level of Severity applies based upon the below chart.

| SEVERITY LEVEL | DESCRIPTION/CRITERIA | RESPONSE TIME | CONTACT METHOD |
|----------------|---|--|--------------------------------|
| 1 - CRITICAL | A system, server or major application is down or seriously affected, or data is lost or corrupted and there is no reasonable workaround | 1 Hour | Phone |
| 2 - HIGH | A system, server, or application is impaired, affecting your business productivity. There is no workaround currently available, or the workaround is cumbersome to use. | 4 Hours (Standard Support Hours of Operation) | Phone |
| 3 - MEDIUM | A non-critical, limited problem. It does not hinder operation or it can be temporarily circumvented or avoided, or there is an available workaround. | 8 Hours (Standard Support Hours of Operation) | Phone, email or web submission |
| 4 - LOW | Non-critical problems or general questions. | 8 Hours (Standard Support Hours of Operation) | Phone, email or web submission |

4. Software Maintenance Lapse

The Customer shall not be eligible to receive Software Maintenance unless the Customer has received such maintenance continuously from the effective date of this Agreement or the Customer first pays to Core such fees as would have been paid to Core by the Customer for any period in which the Customer did not elect to receive such maintenance.

5. Representative

The Customer shall designate a specific person or persons from each location at which the Licensed Software is installed to be the point of contact under this Agreement (the "Representative"). The Customer may change the Representative upon notice to Core.

6. Billing

Maintenance costs will be billed annually, subject to annual price increases, beginning on the start date and on the same day each year thereafter. The Annual Support Fees for each renewal are payable in full prior to the start of the renewal term and are non-refundable. All payments are due upon receipt of invoice. Late payments will incur a charge of 1.5% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Core's net income) assessed on Customer's Annual Support Fees.

7. Additions of Software to Maintenance Agreement

Additional Software licenses purchased by Customer will be added to the SSMS upon delivery. Costs of the maintenance for the additional Software will be billed to the Customer on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

8. Customer's Responsibilities

- a. Customer will initiate all requests for Software Maintenance. A Representative of the Customer must be present at the location during the performance of any Software Maintenance if required. Customer may add additional contacts to the list of Software Maintenance contacts.
- b. In the event Customer and Core have agreed that Core will provide any installation services, Customer agrees to assist in the provision of such installation services.
- c. The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by Core.
- d. Upon request, Customer will initiate a secure WebEx connection for Core to provide local support services. This connection shall only remain active to facilitate this support need and may be terminated at any time by the Customer.
- e. Customer shall at all times maintain protection against network virus, worms and other external threats to the Software.
- f. It shall be the responsibility of the Customer to maintain all operating system and firmware updates.
- g. It shall be the sole responsibility of the Customer to perform any and all backups of their System.
- h. It shall be the sole responsibility of the Customer to administer any and all passwords and password changes in their System, including any password changes to Core Mobile; Core will defer all requests for password changes to the Customer's Administrator.

9. Submitting a Request / Obtaining an Answer.

At the time of Customer's initial call or e-mail, please prepare to provide:

- a. Contact name, company name and Software the Customer is using
- b. The type of browser (with release version) and hardware Customer is using (if applicable)
- c. Software Version Number
- d. Telephone number and alternate method of contact (i.e., a cell number or email address)
- e. Contact method preferred (i.e., phone or email)
- f. A concise description of Customer's problem or question
- g. The circumstances under which the problem does or does not occur; and
- h. Specific error messages, error numbers, log files and program numbers.

For new cases, a Core Customer Support Specialist will use the following process to assist Customer with a new case (problem):

- a. Document the supplied information
- b. Document Customer's questions or issues (symptom and function in which it occurs)
- c. Answer Customer's questions or have Customer run tests to further identify and isolate the problem and
- d. Research the problem and provide resolution according to the aforementioned guidelines.

10. Limitation

This Standard Software Maintenance Services states Customer's sole and exclusive remedies and Core's sole and exclusive responsibilities with respect to Software Maintenance of any Core Software.

APPROVED:

CORE TECHNOLOGY CORPORATION

By: _____

Name: Jill McCready

Title: Executive Vice President

Date: _____

ACCEPTED:

(CUSTOMER)

By: _____

Name: _____

Title: _____

Date: _____



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Operator of Dams & Drain Commissioner

Submitted By: Leslie Meyers

Agenda Item: People Fund Acceptance

| |
|--|
| <p>1. Action Request/Suggested Motion</p> <p>To authorize the Operator of Dams and Drain Commissioner Leslie Meyers to sign the agreement for the Great Lakes Energy People Fund grant in the amount of \$1000 to support a Citizen Precipitation Project (CPP) for measuring water levels throughout the Elk River Chain of Lakes (ERCOL) Watershed.</p> |
| <p>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</p> <p>The HEC-RAS model, follow-up study at the dams and the draft flood maps for the County has brought to our attention several problems that we may face in the future. For example, the Model indicates that if the upper chain experiences a 100-yr flood (1%), the water will overtop the Bellaire Dam. We only have one electronic gauge along the entire chain (located at the State Street Bridge in Central Lake). The Hydro has two manual gauges (one at the head race and the other on the tail race).</p> <p>Understanding the amount of rainfall throughout the chain can afford great information to the dam operators to better maintain our court-ordered lake levels while also providing the national Weather Service information too. To date, we only have one certified CoCoRaHS (Community Collaborative Rain, Hail, and Snow) member in the county.</p> |
| <p>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</p> <p>The CPP would allow the Drain Commissioner’s office to better understand the impacts of rainfall in each sub-watershed and make more informed decisions on water levels and watershed improvements.</p> |
| <p>4. Financial – Budget-related information</p> <p>Grant will cover equipment for citizen participants - \$1000. Our 10% match will cover training (in-house and from NWS) at no cost - \$100 in-kind.</p> |
| <p>5. Legal Review</p> <p>As in years past, the agreement is simple enough that legal review is determined not to be necessary.</p> |
| <p>6. Policy Implications</p> <p>None.</p> |
| <p>7. Plan – Timeline with who, what, where, and how</p> <ul style="list-style-type: none"> A. Receive authorization to sign for grant – December 7. B. Order Equipment – December 8. C. Train volunteers – January 2024. D. Work with IT to create an electronic environment for reporting – January 2024 E. Utilize information to make informed decisions |
| <p>8. Alternative Plan – What are the implications if failure to approve?</p> <p>Not take advantage of the grant</p> |
| <p>9. Attachments Included</p> <p>None</p> |



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Emergency Management

Submitted By: Matthew Adamek, Emergency Manager

Agenda Item: Paddle Antrim Ripple Grant Agreement

| |
|--|
| <p>1. Action Request/Suggested Motion</p> <p>To authorize the Board Chair to execute the Paddle Antrim Ripple Effect Mini-Grant Agreement to put funding towards purchasing a 800 MHz radio to be used by Antrim County Emergency Services and the Emergency Operations Center.</p> |
| <p>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</p> <p>Paddle Antrim continues to be a big supporter of emergency management and County first responders. This will be the fifth grant awarded to us from Paddle Antrim. We have previously received an adult CPR rescue manikin, two 800 MHz radios, and a water rescue manikin.</p> |
| <p>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</p> <p>Communication is one of the most important aspects of any emergency operations. With the purchase of a radio, important lifesaving information can be passed between the first responders in the field to the incident command at the IC post or EOC. Without this proper communication between all levels of emergency services, injury or death could occur.</p> |
| <p>4. Financial – Budget-related information</p> <p>The \$1000 grant is a 100% gift with no match required.</p> |
| <p>5. Legal Review</p> <p>As in years past, the agreement is simple enough that legal review is determined not to be necessary.</p> |
| <p>6. Policy Implications</p> <p>None</p> |
| <p>7. Plan – Timeline with who, what, where, and how</p> <p>Upon acceptance, there will be an attempt made to obtain additional funding through other grants to help purchase radios. However, if those grants are not successful, this funding will help offset the cost to the County in the purchase of a new 800 MHz radio.</p> |
| <p>8. Alternative Plan – What are the implications if failure to approve?</p> <p>None</p> |
| <p>9. Attachments Included</p> <ul style="list-style-type: none"> • Acceptance Letter • Ripple Effect Grant Agreement |



PO BOX 323 | 212 River St
Elk Rapids, MI 49629
info@paddleantrim.com
www.paddleantrim.com
231-498-2080

November 16, 2023

Dear Mr. Adamek:

Thank you so much for your application to our Paddle Antrim Ripple Effect Mini-Grant Award Program. We are pleased to award \$1,000 for your project to improve emergency communication with the purchase of additional 800 MHz radios this grant cycle. The grant agreement is attached. Please email or mail a signed copy to Paddle Antrim within two weeks of receiving this letter to accept the award.

Should you have any questions, please contact me at 231-492-0171 or deana@paddleantrim.com.

Sincerely,

Deana Jerdee
Executive Director

Enclosure: Ripple Effect Grant Agreement



Protecting our water resources by using paddle sports to connect people to our waterways.



Paddle Antrim Ripple Effect Mini-Grant Agreement

Grantee: Antrim County Emergency Management
Project: 800 mHz Radios
Project Manager: Matthew Adamek, Emergency Mgt.
Grant Period: November 16, 2023 – November 16, 2024
Grant Amount: \$1,000

Paddle Antrim is pleased to provide this grant as part of our Ripple Effect Mini-Grant Program. Below are a list of the terms and conditions:

1. Grant Purpose:
 - a. The GRANTEE will implement the project as outlined in the Grant Application. Any proposed changes must be submitted in writing (letter or email) to Paddle Antrim's Executive Director for consideration and approval.
 - b. The GRANTEE will only use these funds for educational, scientific, literary or other charitable purposes consistent with the GRANTEE'S tax status. The GRANTEE will not use these grant funds for any political or advocacy activities or to pay overhead expenses for such activities.
2. Tax Status: The GRANTEE is an incorporated non-profit organization or unit of government. The GRANTEE will notify Paddle Antrim immediately of any changes in its tax status.
3. Timeline: The project must be completed during the grant period outlined above. No prior work will be allowed. If an extension to the work is needed, the GRANTEE must submit a written request (letter or email) to Paddle Antrim's Executive Director 30 days prior to the end of the grant period for consideration and approval.
4. Acknowledgement: Paddle Antrim's support must be acknowledged in all publicity and products resulting from this award. "This program is supported by Paddle Antrim". Use of our logo in conjunction is allowed if used appropriately.
5. Reporting: The GRANTEE must submit a Final Report, Financial Form, and governing body approval of the project within 30 days of project completion. A downloadable file of the required Final Report Form and Financial Form can be found on our website

Initials of Grantee: _____

Initial of Paddle Antrim: _____

(<http://www.paddleantrim.com/ripple-effect>). If not submitted with the application, the GRANTEE must submit a resolution of support or have a board approved motion documented in minutes approving the submission of this Grant.

6. **Payment:** This grant is a reimbursable program. Paddle Antrim will review all final materials for compliance with the grant agreement and will provide reimbursement within 30 days if all conditions have been met.
7. **Royalties:** Publications, instructional modules, or other products, materials, software or information developed in connection with this project should come into the public domain and shall not provide royalties or other personal benefit of individuals connected with this Grant.
8. **Liability:** The GRANTEE will assume full liability and responsibility for the project.
9. **Suspension and Termination:** Paddle Antrim reserves the right to suspend or terminate the Grant if the GRANTEE fails to comply with the terms and conditions.
10. **Compliance with Laws:** GRANTEE will comply with all applicable local, state, and federal laws and regulations.

GRANTEE SIGNATURE

DATE

PADDLE ANTRIM SIGNATURE

DATE



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Forestry

Submitted By: Mike Meriwether, County Forester

Agenda Item: Lump Sum Sealed Bid Award, Agreement

| |
|---|
| <p>1. Action Request/Suggested Motion</p> <p>To authorize the Chair to execute a lump sum timber sale agreement with Eklund Forestry LLC, on a portion of the County-owned property in Custer Township located at Alden Highway and DelMason Road and marked by the County Forester, in the amount of \$13,300 contingent on receiving the proper certificate of insurance.</p> |
| <p>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</p> <p>One hundred sixty eight (186) trees were marked by the forester at the forestry property in Custer Township located at Alden Highway and DelMason Road. The selected trees were marketed through a competitive bidding process. Sealed bids were opened on November 27, 2023. Bids received:</p> <ul style="list-style-type: none"> • Billsby Lumber Co. 12,842.25 • Eklund Forestry, LLC 13,300.00 |
| <p>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</p> <p>Trees were selected as part of forest management on the property.</p> |
| <p>4. Financial – Budget-related information</p> <p>Revenues generated in the amount of \$13,300 will be deposited in the Forestry Fund 230.000</p> |
| <p>5. Legal Review</p> <p>Legal review is not necessary as the contract used is a County boilerplate agreement.</p> |
| <p>6. Policy Implications</p> <p>n/a</p> |
| <p>7. Plan – Timeline with who, what, where, and how</p> <p>Once approved, an award letter will be sent to the approved bidder, a contract/cutting agreement will be drafted by the forester and reviewed by the administration office. Harvesting oversight work will be coordinated by the County Forester. The agreement will be for one year and will require full payment prior to the harvesting of any trees.</p> |
| <p>8. Alternative Plan – What are the implications if failure to approve?</p> |
| <p>9. Attachments Included</p> |



Action Request to Board of Commissioners

Meeting Date: December 7, 2023
Department: Grass River Natural Area
Submitted By: Jenn Wright, Executive Director
Agenda Item: DNR Michigan Spark Grant Agreement

1. Action Request/Suggested Motion

To approve the following motion, contingent on satisfactory legal review of the agreement:

Motion by _____, seconded by _____ to approve
RESOLUTION # _____ - 2023

RESOLUTION OF SUPPORT OF AN AGREEMENT BY ANTRIM COUNTY TO THE AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAIL MICHIGAN SPARK GRANT PROGRAM

RESOLVED, that Antrim County, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide six hundred twenty thousand, one hundred dollars (\$620,100) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms not specifically set forth in the foregoing portions of this resolution.

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

This is the formal agreement to accept the Michigan Spark Grant grant submitted on behalf of Antrim County and Grass River Natural Area in 2023. This funding will support Phase III of the Boardwalk Reconstruction project.

In 2018, and with support from Antrim County, GRNA Inc. completed Phase I – Tamarack Loop construction of the boardwalk renovation at a total cost of \$410,000. This proof-of-concept project was very successful. We used modern, minimally invasive design that has a long lifespan and allows for easier lifetime maintenance. We are currently using this model to construct Phase II – Cabin to River which is funded in part by the Michigan Natural Resources Trust Fund, Antrim County, and grants and private donors to Grass River Natural Area. This section is scheduled to be complete in June 2024. Phase III – the Sedge Meadow & Fern Trail - is the final stage and will complete the entire 6,600 ft (1.26 mile) boardwalk system.

The funding included in this MI Spark grant is to complete, Phase III – Sedge Meadow & Fern Trail, which also includes a bridge over Finch Creek, 1 observation platforms, and .63 mile of boardwalk.

The scope of the entire project is divided into 3 phases:

- Phase I - Tamarack Loop = \$410,000 (completed in 2018)
- Phase II – GR Center to River Access = \$1,200,000 (scheduled to be completed in 2024)
- Phase III - Sedge Meadow Loop & Fern Trail = \$1,620,100 (Phase includes Spark funding)

| |
|---|
| 3. Goal – Why the action is necessary; What is the specific target or outcome desired? |
| The State requires acceptance of this agreement by Antrim County in order to begin work in the boardwalk reconstruction project at GRNA. This includes all bidding, hiring of contractors, etc. |
| 4. Financial – Budget-related information |
| As stipulated in the grant and in the above resolution, Antrim County has committed \$620,100 (38%) of the total project cost of \$1,620,100. The Spark Grant will cover \$1,000,000, the \$620,100 committed by Antrim County, will come from funds secured by Grass River Natural Area, Inc. from additional grants and private donors. |
| 5. Legal Review |
| Legal is currently reviewing the agreement, as with most State agreements changes are not expected to be a necessity and/or a possibility. That being said, we still wanted a legal review for any particular concerns. |
| 6. Policy Implications |
| N/A |
| 7. Plan – Timeline with who, what, where, and how |
| Deadline to submit this signed agreement and the associated documentation must be completed by December 19, 2023. |
| 8. Alternative Plan – What are the implications if failure to approve? |
| If this plan is not approved, we will be forced to pause the construction of the project until an additional \$1,000,000 can be secured. |
| 9. Attachments Included |
| Grant Agreement #ARPA-0510 |



Michigan Department of Natural Resources –Grants Management
**AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS
 MICHIGAN SPARK GRANT AGREEMENT**

This information is required by authority of Public Act 53 of 2022 to receive funds.

This Agreement is between Antrim County in the county of Antrim County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT". The DEPARTMENT has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The State of Michigan was awarded \$6.54 billion dollars under SLFRF. In section 452 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the DEPARTMENT for an ARPA grant to the GRANTEE. The Federal Award ID Number (FAIN) for these funds is FAIN #: SLFRP0127. The Catalog of Federal Domestic Assistance (CFDA) Number for SLFRF funds is CFDA #: 21.027.

The GRANTEE is identified as a subrecipient to the ARPA funds identified within this agreement. Each eligible subrecipient must maintain an active SAM registration throughout the period of performance. The SAM website is <https://sam.gov/content/home>.

Project Title: Grass River Natural Area Boardwalk Trail Connector

Total Available Grant Amount: \$1,000,000.00

Match Amount: \$620,100.00 Match Percent: 38% Grant Percent: 62%

Start Date: 10/20/2023 End Date: October 31, 2026

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

The description and purpose of the project is to complete the final phase of a raised boardwalk, overlook, and bridge renovation at the Grass Lake Natural Area to improve accessibility and enhance wildlife passage.

This Agreement is not effective until the GRANTEE has signed it, returned it to the DEPARTMENT, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT. Applicable amendments to this agreement may include adjustments to the grant amount (section 15), eligible expenditures or scope items (section 9), or project boundary (section 2), or other purposes at the discretion of the DEPARTMENT, and must be initiated by the DEPARTMENT or requested in writing by the GRANTEE. Amendments shall only be validated by the review and execution of both parties.

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

GRANTEE

SIGNED: _____
 By [Print Name]: _____
 Title: _____
 Organization: _____
 Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED: _____
 By [Print Name]: _____
 Title: _____
 Organization: _____
 Date: _____

Date of Execution by DEPARTMENT

WBD3CRY6WCA7
 Unique Entity Identifier (UEI)

CV0047005 EOO
 SIGMA Vendor Number SIGMA Address ID

Phone: 517:284-7268
 Email: dnr-grants@michigan.gov

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through <https://migrants.intelligrants.com/>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Antrim County
Organization

P.O. Box 187
Address

Bellaire, Michigan, 49615
Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Alexandria Galloway
Name/Title

Grants Management/DNR Finance & Operations
Organization

525 W. Allegan Street, Lansing, MI 48933
Address

P.O. Box 30425, Lansing, MI 48909
Address

(517) 242-3007
Telephone Number

gallowaya@michigan.gov
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number ARPA-0510 must be uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the DEPARTMENT.
4. The budget period and time period allowed for project completion is from the **date Agreement executed by the DEPARTMENT through October 31, 2026**, hereinafter referred to as the "project period."
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The award permits the use of SLFRF to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
7. The award permits the use of SLFRF to cover administrative costs; 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
8. The award is not for Research and Development.
9. The Eligible SLFRF expenditures under this project include:

- a. Budget Categories
 - i. Project Permitting, Plan Designs and Oversight Construction
- b. Project Scope
 - i. Boardwalk
Site Amenities (Benches, Picnic Tables, Trash Bins, Signage, etc.)
Overlook or Observation Deck
Pedestrian Bridge

10. Use of Funds Restrictions:

- a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).
11. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations, and the terms and conditions of the grant award.
12. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
13. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.
14. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and

regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued April 2, 2022).

15. The DEPARTMENT will:

- a. Grant to the GRANTEE a sum of money equal to **\$1,000,000.00**, which is the total eligible cost of the project including items identified in section 9, but in any event not to exceed **\$1,000,000.00**, which is the total amount obligated by this action.
- b. Grant these funds in the form of advance requests to the GRANTEE for eligible future costs and expenses incurred as follows:
 - i. GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs of the eligible expenses incurred by the GRANTEE up to ninety percent (90%) of the maximum reimbursement allowable under the grant. Advance amount request must be reasonable and necessary for the success of the project and only include what will be spent in the current fiscal year. The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the GRANTEE. Once an advance is fully earned, an additional advance may be requested.
 - ii. Advance requests must be submitted in writing. A justification for the advance amount requested is required and only include what will be spent in the current fiscal year. Advances may be approved at a lower amount than requested or denied.
 - iii. Additional advances will be made only upon DEPARTMENT review and approval of documentation submitted by the GRANTEE which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the GRANTEE.
 - iv. GRANTEE shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using SLFRF monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:
 - general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
 - budget records;
 - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
 - contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
 - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
 - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
 - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - all internal and external email/electronic communications related to use of SLFRF payments; and
 - all investigative files and inquiry reports involving SLFRF payments.
 - v. The DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by DEPARTMENT financial staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - vi. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 - vii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:

- procure or otherwise arrange for the audit, if required;
- prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
- promptly follow up and take corrective action of the audit findings;
- provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

viii. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

16. The GRANTEE will:

- a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to modernize local parks and develop new local public recreation opportunities. Scope of work shall include the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

GRANTEE will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022, see section b below. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- i. Recipients may not deposit SLFRF funds into a pension fund;
 - ii. Recipients may not use SLFRF funds as non-Federal match where prohibited;
 - iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas of administration, planning, design and engineering if they are directly related to the project and were incurred after October 1, 2022.
 - c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
 - i. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

- iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
- vii. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
- viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- ix. Comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- x. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a

rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- d. Operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. Provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. Adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. Maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - h. Should the GRANTEE convey any portion of the awarded funding to a subrecipient in a pass-through manner, GRANTEE must ensure that all requirements outlined in this Agreement are adhered to. Every subaward is to be clearly outlined in a secondary agreement between the GRANTEE and the subrecipient which includes the minimum information identified in Appendix A at the time of the subaward and if any of the project elements change, include the changes in subsequent subaward modification. If any of this required information is not available at the time of the subaward, the subrecipient must provide the best information available to describe the Federal award and subaward.
17. With this project having match, the GRANTEE will:
- a. Immediately make available all funds required to complete the project and to provide **\$620,100.00** in local match. This sum represents **38%** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
18. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
19. All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. The DEPARTMENT contact will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.
20. To be eligible for funding, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a project and expenditure report every 90 days during the project period.

| Reporting Period | Report Due Date |
|---|--------------------|
| Any allowable pre-award costs after October 1, 2022 | March 25, 2023 |
| Project Execution – March 15, 2023 | March 25, 2023 |
| March 16, 2023 – June 15, 2023 | June 25, 2023 |
| June 16, 2023 – September 15, 2023 | September 25, 2023 |
| September 16, 2023 – December 15, 2023 | December 25, 2023 |
| December 16, 2023 – March 15, 2024 | March 25, 2024 |
| March 16, 2024 – June 15, 2024 | June 25, 2024 |
| June 16, 2024 – September 15, 2024 | September 25, 2024 |
| September 16, 2024 – December 15, 2024 | December 25, 2024 |
| December 16, 2024 – March 15, 2025 | March 25, 2025 |
| March 16, 2025 – June 15, 2025 | June 25, 2025 |
| June 16, 2025 – September 15, 2025 | September 25, 2025 |
| September 16, 2025 – December 15, 2025 | December 25, 2025 |
| December 16, 2025 – March 15, 2026 | March 25, 2026 |
| March 16, 2026 – June 15, 2026 | June 25, 2026 |
| June 16, 2026 – September 15, 2026 | September 25, 2026 |
| September 16, 2026 – October 1, 2026 | October 31, 2026 |

- b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than October 31, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 - c. All funds that have not been **obligated by GRANTEE into third party contracts by December 31, 2024** must be returned to the State of Michigan by April 1, 2025.
21. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any eligible uses of funding as identified in section 9. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion and within the twenty-year useful life period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
 22. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
 23. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
 24. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.

AMERICAN RESCUE PLAN ACT AGREEMENT

25. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement within the twenty-year useful life period.
26. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
27. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
28. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
29. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE as part of the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
30. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
31. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.
32. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response

actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

33. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
34. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
35. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
36. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
37. The GRANTEE is responsible for the use and occupancy of the premises, the project area, and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area, and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area, and the facilities thereon.
38. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
39. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
40. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT shall honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
41. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
42. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

43. The GRANTEE agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to the State of Michigan. SLFRFs provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the American Rescue Plan Act, the GRANTEE reserves the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.
44. The GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over such information.
45. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
46. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
47. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
48. The rights of the DEPARTMENT under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

Appendix A
CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
1. Federal award identification.
 - a. Subrecipient name (which must match the name associated with its unique entity identifier)
 - b. Subrecipient's unique entity identifier
 - c. Federal Award Identification Number (FAIN)
 - d. ~~Other information as required by the Federal awarding agency to identify the subrecipient by the Federal agency~~
 - e. Subaward Period of Performance Start and End Date
 - f. Subaward Budget Period Start and End Date
 - g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
 - h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
 - i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
 - j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
 - k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
 - l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
 - m. Identification of whether the award is R&D; and
 - n. ~~Other information as required by the Federal awarding agency to identify the subrecipient by the Federal agency~~
 2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award
 3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports
 4. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this

rate, but may elect to do so;

b. The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs

5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

6. Appropriate terms and conditions concerning closeout of the subaward.

B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient.
4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings. The pass-through entity shall issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters; and
2. Performing on-site reviews of the subrecipient's program operations;
3. Other activities that are necessary to ensure the efficient and effective use of the funds.

- F. GRANTEE shall verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the amount specified in the table below.
- G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- H. The GRANTEE shall ensure that the subrecipient's records are maintained in accordance with the requirements of this part and in program regulations.
- I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards (including subawards for cooperative agreements, cooperative agreements, and contracts).

DRAFT



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Administration

Submitted By: Jeremy Scott, County Administrator

Agenda Item: Changes to Purchasing and Bid Policy

| |
|---|
| 1. Action Request/Suggested Motion |
| To approve the amended Purchasing and Bid Policy. |
| 2. Background and Current Situation – Concisely include pertinent facts, dates, etc. |
| I have an ongoing goal of updating our policies for simplicity and clarity. The purchasing and bid policy is also something reviewed every few years. Additionally, we feel the sealed bid requirements are too low creating issues with getting competitive quotes, and the process/accountability wasn't clear enough as written. |
| 3. Goal – Why the action is necessary; What is the specific target or outcome desired? |
| Simplify the policy while also updating limits and creating clearer responsibilities. |
| 4. Financial – Budget-related information |
| This is a financial policy |
| 5. Legal Review |
| N/A |
| 6. Policy Implications |
| This is a policy |
| 7. Plan – Timeline with who, what, where, and how |
| |
| 8. Alternative Plan – What are the implications if failure to approve? |
| Make other edits or leave as is. |
| 9. Attachments Included |
| Purchasing & Bid Policy – Redlined Amended Purchasing & Bid Policy – Clean |



Antrim County

Purchase and Bid Policy

Purpose:

The purpose of these Purchasing Policies and Procedures is to establish levels of authorization to purchase goods and services within the budget approved by the Board of Commissioners. The Purchasing Policies and Procedures seek to assure that all purchases of the County are conducted in a systematic and proper manner, to establish a process that engenders confidence from the Taxpayers of the County that products and services are purchased at competitive prices, and to establish a clear process for those that are managing the many budgets of the County, which will ultimately result in the efficient operation of County departments and offices.

Scope:

The Purchasing Policies and Procedures are to be followed by all departments, offices, and agencies under the direct budgetary control of the Board of Commissioners. This ~~shall~~ includes all County appointed departments, elected offices, Antrim County Probate Court pursuant to Administrative Order #98-5, and Boards and Commissions which receive appropriations from the County Board of Commissioners. This policy does not affect the Antrim County Road Commission, and the Meadow Brook Medical Care Facility.

When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement ~~shall~~ will be conducted in accordance with any mandatory applicable Federal or State laws and regulations. Nothing in this policy ~~shall~~ will prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law. In addition to Federal, State laws and regulation, the Housing Program purchases must also comply with the *Antrim County Housing Department Policies and Procedures, adopted November 8, 2012: Program Guidelines.*

There will be various purchases that are affected by other policies. Each ~~Budget Administrator~~ Department Head/Elected Official should review and familiarize themselves with the list of policies at the end of this document.

The bidding portion of this Policy ~~shall~~ does not apply to:

1. Maintenance agreement billings, utility billings, contracted services-, insurance payments, dues and membership in trade or professional organizations, conferences/ trainings and related travel and lodging expenses (see the *Travel Policy*), subscriptions

for periodicals, real property, books, maps, pamphlets, works of art for public display, advertising, medical, dental, psychological, pharmaceutical, registered nurses, and other medically related professional services; real estate brokering and appraising; abstracts of titles for real property; title insurance for real property -and other like services. *The appropriate account number and signature of a Budget Administrator/Department Head/Elected Official or their designee is required for exempted purchases, and shall will appear across the invoice.*

2. Procurement contracts between the County and non-profit organizations, other governmental agencies or other public entities.
3. Procurement under State purchasing programs such as MIDEAL, Federal, regional or other approved cooperative purchasing programs. A copy of such agreements must be on file with the Finance Director/Purchasing Agent.
4. The reauthorization of contracts, which have been previously approved by the Antrim County Board of Commissioners.
5. Purchase of buses for Antrim County Transportation (ACT) through Federal and State grant funding.
6. Purchase of services for veterans.
7. Purchase of improvements at the Antrim County Airport and ACT funded through State and Federal grants.
8. Intergovernmental contracts.
9. Aircraft fuel purchases.
10. Meals on Wheels trucks.
11. Purchase of used vehicles.
12. Routine and/or, monthly janitorial supplies.

1—DEFINITIONS

~~**1.1 Budget Administrator:** An elected official, department head or other appointed official formally recognized by the Board of Commissioners as a manager of one or more budgetary departments or cost centers.~~

~~**1.2 Capital Assets:** Term used by GASB to include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. A capital asset is an asset whose cost exceeds \$5,000 and useful life is greater than two years. Included in the cost of a capital asset are items such as labor and freight and any other costs associated in bringing the asset into full operation.~~

~~**1.3 Capital Lease:** A lease considered to have the economic characteristics of asset ownership. A capital lease would be considered a purchased asset for accounting purposes. A lease falls into this category if any of the following requirements are met:~~

- ~~1.—The life of the lease is 75% or greater of the asset's useful life.~~
- ~~2.—The lease contains a purchase agreement for less than market value.~~
- ~~3.—The lessee gains ownership at the end of the lease period.~~

4. The present value of lease payments is greater than 90% of the asset's market value.

1.4 Capital Outlay: See Capital Assets

1.5 Competitive Sealed Bids: Prices received from vendors on items or services over \$10,000. Competitive bids are received as sealed bids only and are opened at advertised public bid openings. A Sealed Bid is a response from a vendor to a formal request from a department to purchase services, or capital outlay/fixed asset based on the specifications prepared by a Budget Administrator and approved by the County Administrator.

1.6 Encumbrance: The estimated amount of purchase orders, contracts, or salary commitments chargeable to an appropriation.

1.7 Expendable/Recurrent Supplies: Routine supplies needed to carry on the County's daily business, including but not limited to; food products for the jail or Commission on Aging, medical supplies, tax forms, janitorial supplies, and animal control supplies. Expendable/recurrent supplies are generally acquired using preferred vendors.

1.8 Equipment: Tangible items with a value of \$5,000 or less.

1.9 Final Approver: Person(s) designated with the authority to award a contract or purchase to a vendor and request a purchase order from the County Finance Director.

1.10 Formal Bidding: Formal bidding procedure should be used for purchases over \$5,000 to \$10,000. It includes solicitation of written bids through the mail, e-mail, and facsimile.

1.11 Informal Bidding: Purchases of over \$500 to \$5,000 are subject to informal bidding. Informal bids (quotes) includes solicitation of written bids and may be solicited by telephone, personal contact, or in writing.

1.12 Operating Lease: A rental type lease in which the risks and benefits of ownership are substantively retained by the lessor and that does not meet the criteria in applicable accounting and reporting standards of a capital lease. Since the lessee does not assume the risk of ownership, the lease expense is treated as an operating expense.

1.13 Professional Services: Professional Services are provided by an outside vendor who has the expertise in a specific discipline by virtue of their education, experience, or both. Such expertise typically requires licensing or certification by a State or Professional organization. Such services would include: Architects, Engineers, Surveyors, Accounting/Auditors, Planning Consultants, Financial Advisors, and Attorneys.

1.14 Professional Service Contract: A Contract for unique, technical, and/or infrequent functions performed by an independent contractor qualified by education, experience, and/or technical ability to provide services. In most cases, these services are of a specific project nature, and are not a continuing, ongoing responsibility of the institution.

1.15 Proposal: A Proposal is a response from a vendor to a request for proposals (RFP) in lieu of a requirement for a written quote or sealed bid. A proposal is used when it is difficult, too costly, or impractical to develop a detailed set of specifications. A proposal also allows the vendor to propose solutions to problems rather than be confined by the limits of the specifications.

- ~~**1.16 Public Bid Opening:** A place, date and time established to open competitive bids received on items and/or services being procured. Adequate public notice of the invitation for bids shall be given not less than 7 calendar days prior to the date set forth therein for the opening of bids. Such notice will be displayed on the Antrim County website and may include publication in a newspaper of general circulation within the County for a reasonable time prior to the bid opening.~~
- ~~**1.17 Purchase Order:** The Purchase Order serves as the authorization to purchase and approval of payment for a expendable/recurrent supply, service contract (utilities not included), or capital outlay/fixed asset. A purchase order over \$500 can only be signed by the Finance Director/Purchasing Agent or, if unavailable, the County Administrator. For technology related purchases, the IT Director may sign purchase orders (see Software and Hardware Purchasing Policy). Purchase orders between \$250-\$500 be approved by Department Head, or if unavailable, Finance Director, or Administrator.~~
- ~~**1.18 Purchasing Agent:** Designated employee who assists in selection and purchase of goods and services by gathering and screening information about products, prices, and suppliers. The Purchasing Agent decides the methods to use to recognize expenditures for governmental funds when inventory is acquired.~~
- ~~**1.19 Quote:** A quote is a response from a vendor that is received by telephone or personal communication. Also see written quote.~~
- ~~**1.20 Request for Proposal (RFP):** A document issued by the County Administrator, which contains specifications and County bidding procedures for procurement of items and/or services. An RFP is sent out to vendors as a mechanism to solicit for competitive proposals in which cost is only one of the deciding factors when choosing the appropriate vendor.~~
- ~~**1.21 Request for Quotation (RFQ):** A document (less formal than an RFP) issued by a Budget Administrator, which contains specifications for the procurement of items and/or services. An RFQ is sent out to vendors as a mechanism to solicit for competitive quotes.~~
- ~~**1.22 Routine Purchase:** Items valued from \$0 and up to \$500 are considered routine purchases. Bidding and quote procedures are not required. Generally, a purchase order is not required unless the item is part of a larger capital purchase. A purchase order is required for purchases over \$250.~~
- ~~**1.23 Service Contract:** An agreement whereby a contractor supplies time, effort and/or expertise instead of a good (tangible product).~~
- ~~**1.24 Written Quote:** A Written Quote is a written response from a vendor to either a verbal or written specification prepared by the department requesting the written quote. Also see quote.~~

2 General Requirements:

The Antrim County Board of Commissioners or authorized agent reserve the right to accept or reject any or all bids, quotes, or proposals, or parts of bids, quotes or proposals, with or without

cause. The County reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. If no acceptable bids or proposals are received, the County may buy in the open market, if appropriate, until a satisfactory bid is received. Bids, Quotes, and Proposals will be evaluated based on the following criteria:

1. ~~2.1~~ 1. Comparison of unit price and total price.
2. ~~2.2~~ 2. Delivery date promised and adherence to delivery schedule.
3. ~~2.3~~ 3. Reputation regarding quality of product or service.
4. ~~2.4~~ 4. Evaluation of whether minimum requirements have been met.
5. ~~2.5~~ 5. Past performance of a vendor.
6. ~~2.6~~ 6. Availability, dependability and experience.
7. ~~2.7~~ 7. Compatibility with existing equipment or software.
8. ~~2.8~~ 8. ~~PP~~ Proposals may include the vendor's/contractor's recommended application of a solution to the stated problem or issue.

Procedures:

All purchases by contract, or otherwise, as herein authorized, must be included in the departmental budget approved by the Board of Commissioners. Separating the work of vendors into smaller invoices to avoid a more stringent bidding/quote process is a violation of the dollar threshold rules.

It ~~shall be is~~ unethical for any County employee or elected official to participate directly or indirectly in a procurement contract when ~~(the County employee/elected official knows that)~~ the County employee/elected official, or any member of the County employee's/elected official's immediate family, has a financial interest pertaining to the procurement contract.

3.11. Routine Purchase: Items valued under \$500 are considered routine purchases. There are not any ~~bidding-specific~~ requirements for these ~~se~~ purchases. ~~The use of purchase orders for routine purchases is encouraged but not required.~~

2.22. , but the use of Basic Purchases: ~~purchase~~ Items valued from \$500 to \$1000 are considered basic purchases. ~~order is required for purchases over \$250.~~ The requesting ~~budget administrator~~ Department Head/Elected Official is responsible for reasonable scrutiny of these purchases ~~and, and~~ is the primary approver of these purchases. ~~, and a purchase order is required for purchases from \$500. if purchase order is used.~~ Purchase orders should be completed and approved before a purchase is made.

3.23. Informal Bidding Quotations: ~~Purchases of over between from \$500-1,0010~~ to \$5,000 are subject to ~~the informal bidding quotation process and will require Finance Director (or designee) approval of the Finance Director.~~ ~~Purchases of from over \$5,0010 to \$15,000 will additionally require Finance Director (or designee) and approval of the County Administrator approvals.~~ Purchases from over \$15,001 to \$25,0000 will require approval by of the Board of Commissioners. ~~A The Budget Administrator-Department Head/Elected Official shall will~~ solicit ~~informal bids~~ ~~(written quotes)~~ as outlined below:

~~1A. Bid Quote Information: To ensure fairness, each vendor solicited shall will be given the same information in writing. -This information should include:~~

1. Description of items to be purchased
- ~~a-2.~~ Special terms and/or specifications
- ~~b-3.~~ Desired delivery date

~~2B. Record of Bids/Quotes: All ~~bids solicitations and responses quotes~~ shall must be in writing and are to be attached to the Purchase Order for submitted to the Finance Director's (or designee's) and County Administrator's (if applicable) as Purchasing Agent approval. Each Purchase Order must have a record of quotes attached (at least three or the reason why it wasn't feasible), and any explanation if lowest priced vendor not selected. record should contain:~~

~~Bid Information~~

~~Record of all bids (at least three or the reason why it wasn't feasible)~~

- ~~a.—Budget Administrator's explanation if lowest priced vendor not selected~~

~~**3.3 — Formal Bidding:** Purchases of over \$5,000 to \$10,000 are subject to the formal bidding procedure and require a written quote from the bidder. However, if determined to be beneficial in a given circumstance, the County Administrator has the discretion to use the sealed bid process. The Budget Administrator must approve the quote, with the County Administrator or designee acting as the final approver. It includes solicitation of written quotations/bids through direct contact, public advertisement or any combination of the same.~~

~~1. Solicitation/advertisement must include the following:~~

- ~~a.—Identification of item(s) to be bid upon~~
- ~~b.—Product specifications~~
- ~~c.—Method for which quotes are to be submitted~~
- ~~d.—Date and time of quote deadline for submission~~
- ~~e.—Contact for further information~~
- ~~f.—Statement of County's rights to accept or reject bids/quotes~~

~~2. Record of Bids: All bids, solicitations, and responses shall be in writing and are to be submitted to the Finance Director/Purchasing Agent. Each record should contain:~~

- ~~a.—Bid Information~~
- ~~b.—Record of all bids (at least three or the reason why it wasn't feasible)~~
- ~~c.—Budget Administrator's explanation if lowest priced vendor not selected~~

~~**3.4. Competitive Sealed Bid:** A competitive sealed bidding process should be utilized whenever beneficial and is required for purchases with an anticipated obligation of over ~~\$1025~~,000. A minimum of three (3) bids must be sought.~~

~~The requirement for competitive sealed bids shall does not apply in the following circumstances: to:~~

- A. ~~1.~~—If the County Administrator, along with the Board Chair or Vice Chair in the absence of the Chair, determines that the use of competitive sealed bidding is either not practicable or not advantageous to Antrim County, a contract may be entered into either by competitive sealed proposals or through sole source negotiations.
- B. ~~2.~~—~~A contract may be awarded for goods or services without competitive bids when~~ the Budget Administrator/Department Head/Elected Official, with concurrence by the County Administrator, determines in writing that there is only one source for the required item. ~~The Budget Administrator/Department Head/Elected Official shall~~ must take all reasonable steps to ~~ie~~ ensure that the specifications for an item to be procured are developed to permit competition among businesses whenever practicable.
- C. ~~3.~~—In the procurement of architectural, engineering, landscape architectural, or land surveying services.
- D. ~~4.~~—In the procurement of services of an independent certified public ~~Finance Director~~ accountant selected to audit the County's operation.
- E. ~~5.~~—In the procurement of consultant, advisory, or study activities by professionals other than those identified above.
- F. ~~6.~~—~~For the Purchase-purchase~~ of computers and computer related equipment which are subject to the ~~informal bidding/quotation~~ process and the Software and Hardware Purchasing Policy.
- G. 7.—Emergency repairs.

5. Bid Documents: The inability to obtain no more than one (1) bid, upon due diligence, shall will not prevent the County from awarding the bid. A copy of all draft bid document materials must be provided to the Administration ~~office~~Department. The ~~Budget Administrator~~ Department Head/Elected Official shall-must work with the ~~County~~ Administration ~~o~~Office to finalize the bid documents prior to the bid release date.

- A. ~~1.A.~~ If a bid document must be prepared (over \$~~1025~~1000), it ~~shall~~ will include:
 - ~~a.1.~~ Bid Reference Number as assigned by the Administration Department
 - ~~b.2.~~ Bid advertisement
 - ~~c.3.~~ Bid preparation instructions
 - ~~d.4.~~ Contract compliance terms
 - ~~e.5.~~ General conditions
 - ~~f.6.~~ Special conditions
 - ~~g.7.~~ General specifications
 - ~~h.8.~~ Detailed specifications
 - ~~i.9.~~ State or Federal guidelines (if necessary)
 - ~~j.10.~~ Statement of County's rights to accept or reject bids
 - ~~k.11.~~ Bid deadline for submission
 - ~~l.12.~~ Location, date and time for public bid opening
- ~~2.B.~~ 2.B. All bids shall-will be opened at the time, date, and place specified, ~~and~~ the opening and inspection of all bids shall-will be made by the County Administrator. A complete summary of the bids, including the bidding firm's name, cost, qualifying data, and any other relevant information, shall-will be kept on file. ~~Final approval, acceptance, and~~

selection of bids that are low bid and meet specifications ~~shall~~will be recommended by the County Administrator to the Board of Commissioners.

~~3-C.~~ A ~~Budget Administrator~~Department Head/Elected Official may request the Board of Commissioners to waive the Sealed Bid Process. Such request must be in writing, submitted to the County Administrator, stating the reasons that it is to the advantage of the County to waive the Sealed Bid Process or that it is impractical to have a competitive bid process. The request will be submitted to the Board of Commissioners.

6. Bid Specification Changes: All changes in bid specifications will be reported to all known potential bidders. Such notification will provide appropriate time for all such potential bidders to have adequate time to adjust their bids.

7. Rebidding: Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for competitive sealed bids, with notification being given to the Board of Commissioners.

~~**3.55. Expendable/Recurrent Supplies:** For each expendable/recurrent category of purchases, the Budget Administrator will compile and maintain a list of preferred suppliers. Such lists will be provided to the County Administrator and the County Finance Director. The lists will be reviewed and updated periodically. Typically, one to three vendors will be listed to provide comparison pricing and selection options. However, all budget administrators should continually seek competitive pricing. Questions regarding whether or not an item is an expendable/recurrent supply will be decided by the County Finance Director. If further questions arise, County Finance Director will seek clarification from the County Administrator or his/her designate.~~

~~**3.668. Emergency Purchases:**—F For emergency purchases up to \$~~1015,000~~,2 Budget Administrators~~Department Heads/Elected Officials~~, with concurrence of the County Administrator,2 may declare the existence of an emergency procurement condition provided there is adequate funding in the departmental budget.~~

For emergency purchases ~~of~~ over \$~~1015,000~~, or a lower amount for which there is not adequate funding in the departmental budget, a ~~Budget Administrator~~Department Head/Elected Official, with concurrence of the County Administrator,7 and the Chair or Vice Chair of the Board of Commissioners,2 may declare the existence of an emergency procurement condition.

~~For emergency purchases for which there are not adequate funds, a Budget Administrator with concurrence of the County Administrator, and the Chair or Vice Chair of the Board of Commissioners may declare the existence of an emergency procurement condition. In the case of insufficient funds in the departmental budget, the budget amendment must be approved by the Board of Commissioners retroactively.~~

In any of the above cases, the provisions of this Policy ~~shall~~will be suspended and an emergency procurement will be considered authorized; provided that such emergency procurement ~~shall~~will be made with such competition as is practicable under the circumstance. When an emergency procurement is authorized, the factual basis for the emergency and the selection of the particular contractor ~~shall~~will be documented in a file maintained by the ~~Finance Director~~

Department Head/Elected Official/Purchasing Agent.

3.779. Emergency Spending Due to a Disaster or Emergency: The County Emergency Services Coordinator, and/or the Dam Operator – if dam related, is authorized to commit the expenditure of funds in the event of a natural or man-made disaster or emergency that she/he determines is an immediate threat to the health and safety of Antrim County persons and/or property. The Emergency Services Coordinator or Dam Operator will contact the County Administrator and Board Chair, or Vice Chair in the absence of the Chair, as soon as possible after the disaster or emergency to advise them of the committed expenditure and the details of the incident. ~~In the case of insufficient funds in the Disaster Contingency Fund #258, a budget amendment must be approved by the Board of Commissioners retroactively.~~

810. (I'm not sure better wording for this. I'll discuss with you...)

3.88. Capital Leases: The process for bidding capital leases ~~shall~~ will be similar to other purchases. Depending on the item to be leased, the County Administrator will work with the ~~Department Head/Elected Official~~ Budget Administrator to use either the ~~bid~~/quote process or the Bid/RFP process.

3.9911. Purchase of Used Vehicles and Related Equipment: ~~For the purchase of used vehicles and related equipment;~~ Budget Administrators ~~Department Heads/Elected Officials~~, with concurrence of the County Administrator and the Chair or Vice Chair of the Board of Commissioners, can purchase a used vehicle and related equipment with a positive recommendation by the Antrim County Transportation mechanic.

3.1010. Bid Specification Changes: ~~All changes in bid specifications shall~~ will ~~be reported to all known potential bidders. Such notification shall~~ will ~~provide appropriate time for all such potential bidders to have adequate time to make adjustments to~~ adjust ~~their bids.~~

3.1112. Demo Models: ~~Bidding~~ Bid and quote requirements ~~shall~~ may be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.

3.1212. Rebidding: ~~Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for competitive sealed bids, with notification being given to the Board of Commissioners.~~

3.1313. Purchases on Behalf of Other Agencies: ~~F~~ F For purchases made by Antrim County while acting as a grant fiduciary on behalf of other agencies, Antrim County will allow preferred

vendors at the written request of an authorized representative from the requesting agency.

3.1414. Nepotism: ~~The Budget Administrator Department Heads/Elected Officials~~ may not hire a person related to him/her to do contractual work until approved by the County Board of Commissioners for compliance with the spirit of the County's Purchasing Policy. For the purposes of this policy, "related" ~~shall cover is identified as~~ the following relationships:

- A. ~~1.~~—Parent (natural, step, or in-law)
- B. ~~2.~~—Child (natural ~~or,~~ step, ~~or in-law~~)
- C. ~~3.~~—Brother/sister (natural, step, or in-law)
- D. ~~4.~~—Spouse
- E. ~~5.~~—Grandparent
- F. ~~6.~~—Legal Guardian

3.1515. Payment Procedure: The respective ~~Budget Administrator Department Head/Elected Official~~ will be responsible for inspection of all orders upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. ~~Whenever a department rejects any orders, the County Finance Director shall will be notified immediately and given the reason for the rejection.~~ If for any reason the purchase order must be cancelled, contact the Finance Director ~~/Purchasing Agent~~.

~~—The County of Antrim Antrim County~~ will accept delivery of and authorize payment of only those services, supplies, merchandise, or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

~~—~~Payment for any services, supplies, merchandise, or articles not authorized in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

~~—~~Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein, ~~shall will~~ be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

~~—~~Payment in full for any service, supplies, merchandise, or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

3.1616. Insufficient Appropriations.: In the event that a cost center or departmental balance is insufficient, the Finance Director ~~(or designee)/Purchasing Agent~~ will reject the purchase request. To request an increase in funds, the ~~Budget Administrator Department Head/Elected Official~~ should proceed as follows:

- A. ~~1.~~—Contact the County Administrator to get on the agenda for ~~thea~~ Board of Commissioners meeting.

- B. ~~2.~~—All requests for additional funds must be in writing and must include a justification of need.
 - C. ~~3.~~—If the ~~Budget Administrator~~Department Head/Elected Official has a suggestion for where the additional funds can be transferred from, include it in the request.
 - D. ~~4.~~—If there are ~~any~~ questions regarding the funding, ~~check with~~contact the ~~County~~ Finance Director.
 - E. ~~5.~~—Once the County Administrator determines the request is complete and the Finance Director confirms the funding source, the request will be submitted for final approval at a Board of Commissioners meeting~~by the Board of Commissioners~~.
 - F. ~~6.~~—Once the funds are approved, the ~~Budget Administrator~~Department Head/Elected Official must follow this policy to initiate the purchase.
-

Related Policies:

- Credit Card Policy
- ~~Construction Project Change Order Policy~~
- Housing ~~Department Policy and Procedures~~ Program Guidelines
- Software and Hardware Purchasing Policy
- Training Meal Expenses (Sheriff Dept.) Policy
- Travel Policy
- County-Owned Vehicle Policy
- Fixed Asset Policy

~~Adopted: August 13, 2015~~

~~Amended: June 9, 2016~~

~~Amended: February 7, 2019~~

~~Amended: February 21, 2019~~

~~Amended: February 18, 2021~~

~~Amended:~~

Policies Rescinded Upon Adoption of this

Policy:

- Purchasing Policy – Phase One
- Antrim County Bid Policy

Adopted: August 13, 2015

Amended: June 9, 2016

Amended: February 7, 2019

Amended: February 21, 2019

Amended: February 18, 2021

Amended:



Antrim County

Purchase and Bid Policy

Purpose:

The purpose of these Purchasing Policies and Procedures is to establish levels of authorization to purchase goods and services within the budget approved by the Board of Commissioners. The Purchasing Policies and Procedures seek to assure that all purchases of the County are conducted in a systematic and proper manner, to establish a process that engenders confidence from the Taxpayers of the County that products and services are purchased at competitive prices, and to establish a clear process for those that are managing the many budgets of the County, which will ultimately result in the efficient operation of County departments and offices.

Scope:

The Purchasing Policies and Procedures are to be followed by all departments, offices, and agencies under the direct budgetary control of the Board of Commissioners. This includes all County appointed departments, elected offices, Antrim County Probate Court pursuant to Administrative Order #98-5, and Boards and Commissions which receive appropriations from the County Board of Commissioners. This policy does not affect the Antrim County Road Commission, and the Meadow Brook Medical Care Facility.

When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement will be conducted in accordance with any mandatory applicable Federal or State laws and regulations. Nothing in this policy will prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law. In addition to Federal, State laws and regulation, the Housing Program purchases must also comply with the *Antrim County Housing Program Guidelines*.

There will be various purchases that are affected by other policies. Each Department Head/Elected Official should review and familiarize themselves with the list of policies at the end of this document.

The bidding portion of this Policy does not apply to:

1. Maintenance agreement billings, utility billings, contracted services, insurance payments, dues and membership in trade or professional organizations, conferences/trainings and related travel and lodging expenses (see the *Travel Policy*), subscriptions for periodicals, real property, books, maps, pamphlets, works of art for public display, advertising, medical, dental, psychological, pharmaceutical, registered nurses, and other medically related professional services; real estate brokering and appraising; abstracts of titles for real property; title insurance for real property and other like services. *The appropriate account number and signature of a Department Head/Elected Official or their designee is required for exempted purchases, and will appear across the invoice.*

2. Procurement contracts between the County and non-profit organizations, other governmental agencies or other public entities.
3. Procurement under State purchasing programs such as MIDEAL, Federal, regional or other approved cooperative purchasing programs. A copy of such agreements must be on file with the Finance Director.
4. The reauthorization of contracts, which have been previously approved by the Antrim County Board of Commissioners.
5. Purchase of buses for Antrim County Transportation (ACT) through Federal and State grant funding.
6. Purchase of services for veterans.
7. Purchase of improvements at the Antrim County Airport and ACT funded through State and Federal grants.
8. Intergovernmental contracts.
9. Aircraft fuel purchases.
10. Meals on Wheels trucks.
11. Purchase of used vehicles.
12. Routine and/or monthly janitorial supplies.

General Requirements:

The Antrim County Board of Commissioners or authorized agent reserve the right to accept or reject any or all bids, quotes, or proposals, or parts of bids, quotes or proposals, with or without cause. The County reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. If no acceptable bids or proposals are received, the County may buy in the open market, if appropriate, until a satisfactory bid is received. Bids, Quotes, and Proposals will be evaluated based on the following criteria:

1. Comparison of unit price and total price.
2. Delivery date promised and adherence to delivery schedule.
3. Reputation regarding quality of product or service.
4. Evaluation of whether minimum requirements have been met.
5. Past performance of a vendor.
6. Availability, dependability and experience.
7. Compatibility with existing equipment or software.
8. Proposals may include the vendor's/contractor's recommended application of a solution to the stated problem or issue.

Procedures:

All purchases by contract, or otherwise, as herein authorized, must be included in the departmental budget approved by the Board of Commissioners. Separating the work of vendors into smaller invoices to avoid a more stringent bidding/quote process is a violation of the dollar threshold rules.

It is unethical for any County employee or elected official to participate directly or indirectly in a procurement contract when the County employee/elected official knows that the County

employee/elected official, or any member of the County employee's/elected official's immediate family, has a financial interest pertaining to the procurement contract.

1. Routine Purchase: Items valued under \$500 are considered routine purchases. There are not any specific requirements for these purchases. The use of purchase orders for routine purchases is encouraged but not required.

2. Basic Purchases: Items valued from \$500 to \$1000 are considered basic purchases. The requesting Department Head/Elected Official is responsible for reasonable scrutiny of these purchases and is the primary approver of these purchases. A purchase order is required for purchases from \$500. Purchase orders should be completed and approved before a purchase is made.

3. Quotations: Purchases from \$1,001 to \$5,000 are subject to the quotation process and will require Finance Director (or designee) approval. Purchases from \$5,001 to \$15,000 will require Finance Director (or designee) and County Administrator approvals. Purchases from \$15,001 to \$25,000 will require approval by the Board of Commissioners. The Department Head/Elected Official will solicit written quotes as outlined below:

- A. **Quote Information:** To ensure fairness, each vendor solicited will be given the same information in writing. This information should include:
 - 1. Description of items to be purchased
 - 2. Special terms and/or specifications
 - 3. Desired delivery date
- B. **Record of Quotes:** All quotes must be in writing and are to be attached to the Purchase Order for the Finance Director's (or designee's) and County Administrator's (if applicable) approval. Each Purchase Order must have a record of quotes attached (at least three or the reason why it wasn't feasible), and any explanation if lowest priced vendor not selected.

4. Competitive Sealed Bid: A competitive sealed bidding process should be utilized whenever beneficial and is required for purchases with an anticipated obligation of over \$25,000. A minimum of three (3) bids must be sought. The requirement for competitive sealed bids does not apply in the following circumstances:

- A. If the County Administrator, along with the Board Chair or Vice Chair in the absence of the Chair, determines that the use of competitive sealed bidding is either not practicable or not advantageous to Antrim County, a contract may be entered into either by competitive sealed proposals or through sole source negotiations.
- B. If the Department Head/Elected Official, with concurrence by the County Administrator, determines in writing that there is only one source for the required item, the Department Head/Elected Official must take all reasonable steps to ensure that the specifications for an item to be procured are developed to permit competition among businesses whenever practicable.
- C. In the procurement of architectural, engineering, landscape architectural, or land surveying services.
- D. In the procurement of services of an independent certified public accountant selected to audit the County's operation.
- E. In the procurement of consultant, advisory, or study activities by professionals other than those identified above.

- F. For the purchase of computers and computer related equipment which are subject to the quotation process and the Software and Hardware Purchasing Policy.
- G. Emergency repairs.

5. Bid Documents: The inability to obtain no more than one (1) bid, upon due diligence, will not prevent the County from awarding the bid. A copy of all draft bid document materials must be provided to the Administration office. The Department Head/Elected Official must work with the Administration office to finalize the bid documents prior to the bid release date.

- A. If a bid document must be prepared (over \$25,000), it will include:
 - 1. Bid Reference Number as assigned by the Administration Department
 - 2. Bid advertisement
 - 3. Bid preparation instructions
 - 4. Contract compliance terms
 - 5. General conditions
 - 6. Special conditions
 - 7. General specifications
 - 8. Detailed specifications
 - 9. State or Federal guidelines (if necessary)
 - 10. Statement of County's rights to accept or reject bids
 - 11. Bid deadline for submission
 - 12. Location, date and time for public bid opening
- B. All bids will be opened at the time, date, and place specified; and the opening and inspection of all bids will be made by the County Administrator. A complete summary of the bids, including the bidding firm's name, cost, qualifying data, and any other relevant information, will be kept on file. Final approval, acceptance, and selection of bids that are low bid and meet specifications will be recommended by the County Administrator to the Board of Commissioners.
- C. A Department Head/Elected Official may request the Board of Commissioners to waive the Sealed Bid Process. Such request must be in writing, submitted to the County Administrator, stating the reasons that it is to the advantage of the County to waive the Sealed Bid Process or that it is impractical to have a competitive bid process. The request will be submitted to the Board of Commissioners.

6. Bid Specification Changes: All changes in bid specifications will be reported to all known potential bidders. Such notification will provide appropriate time for all such potential bidders to have adequate time to adjust their bids.

7. Rebidding: Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for competitive sealed bids, with notification being given to the Board of Commissioners.

8. Emergency Purchases: For emergency purchases up to \$15,000, Department Heads/Elected Officials, with concurrence of the County Administrator, may declare the existence of an emergency procurement condition provided there is adequate funding in the departmental budget.

For emergency purchases over \$15,000, or a lower amount for which there is not adequate funding in the departmental budget, a Department Head/Elected Official, with concurrence of

the County Administrator and the Chair or Vice Chair of the Board of Commissioners, may declare the existence of an emergency procurement condition.

In any of the above cases, the provisions of this Policy will be suspended and an emergency procurement will be considered authorized; provided that such emergency procurement will be made with such competition as is practicable under the circumstance. When an emergency procurement is authorized, the factual basis for the emergency and the selection of the particular contractor will be documented in a file maintained by the Department Head/Elected Official.

9. Emergency Spending Due to a Disaster or Emergency: The County Emergency Services Coordinator, and/or the Dam Operator – if dam related, is authorized to commit the expenditure of funds in the event of a natural or man-made disaster or emergency that she/he determines is an immediate threat to the health and safety of Antrim County persons and/or property. The Emergency Services Coordinator or Dam Operator will contact the County Administrator and Board Chair, or Vice Chair in the absence of the Chair, as soon as possible after the disaster or emergency to advise them of the committed expenditure and the details of the incident.

10. Capital Leases: The process for bidding capital leases will be similar to other purchases. Depending on the item to be leased, the County Administrator will work with the Department Head/Elected Official to use either the quote process or the Bid/RFP process.

11. Purchase of Used Vehicles and Related Equipment: Department Heads/Elected Officials, with concurrence of the County Administrator and the Chair or Vice Chair of the Board of Commissioners, can purchase a used vehicle and related equipment with a positive recommendation by the Antrim County Transportation mechanic.

12. Demo Models: Bid and quote requirements may be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.

13. Purchases on Behalf of Other Agencies: For purchases made by Antrim County while acting as a grant fiduciary on behalf of other agencies, Antrim County will allow preferred vendors at the written request of an authorized representative from the requesting agency.

14. Nepotism: Department Heads/Elected Officials may not hire a person related to him/her to do contractual work until approved by the County Board of Commissioners for compliance with the spirit of the County's Purchasing Policy. For the purposes of this policy, "related" is identified as the following relationships:

- A. Parent (natural, step, or in-law)
- B. Child (natural, step, or in-law)
- C. Brother/sister (natural, step, or in-law)
- D. Spouse
- E. Grandparent
- F. Legal Guardian

15. Payment Procedure: The respective Department Head/Elected Official will be responsible for inspection of all orders upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must

accompany the invoice in order to obtain payment. If for any reason the purchase order must be cancelled, contact the Finance Director.

Antrim County will accept delivery of and authorize payment of only those services, supplies, merchandise, or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

Payment for any services, supplies, merchandise, or articles not authorized in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein will be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

Payment in full for any service, supplies, merchandise, or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

16. Insufficient Appropriations: In the event that a cost center or departmental balance is insufficient, the Finance Director (or designee) will reject the purchase request. To request an increase in funds, the Department Head/Elected Official should proceed as follows:

- A. Contact the County Administrator to get on the agenda for a Board of Commissioners meeting.
- B. All requests for additional funds must be in writing and must include a justification of need.
- C. If the Department Head/Elected Official has a suggestion for where the additional funds can be transferred from, include it in the request.
- D. If there are questions regarding the funding, contact the Finance Director.
- E. Once the County Administrator determines the request is complete and the Finance Director confirms the funding source, the request will be submitted for final approval at a Board of Commissioners meeting.
- F. Once the funds are approved, the Department Head/Elected Official must follow this policy to initiate the purchase.

Related Policies:

- Credit Card Policy
- Housing Program Guidelines
- Software and Hardware Purchasing Policy
- Training Meal Expenses (Sheriff Dept.) Policy
- Travel Policy
- County-Owned Vehicle Policy

- Fixed Asset Policy

Adopted: August 13, 2015

Amended: June 9, 2016

Amended: February 7, 2019

Amended: February 21, 2019

Amended: February 18, 2021

Amended:

PURCHASING SUMMARY – For Budgeted Items
Purchase Orders must be created PRIOR to ordering

| Type of Purchase | Amount of Purchase/ Dollar Threshold | Type of Quote/Bid Needed | Award Authorization Required By: (Approver) | Purchase Order Requirement |
|-------------------------------|---|--|--|----------------------------|
| Routine Purchase | Under \$500 | N/A | Department Head /Elected Official | NO |
| Basic Purchases | \$500 to \$1,000 | Reasonable Scrutiny (Lowest Price Sought) | Department Head /Elected Official | YES |
| Quotations | \$1,001 to \$5,000 | Three Written Quotes Attached to P.O. Required | Finance Director | YES |
| | \$5,001 to \$15,000 | Three Written Quotes Attached to P.O. Required | Finance Director & County Administrator | YES |
| | \$15,001 - \$25,000 | Three Written Quotes Attached to P.O. Required | Board of Commissioners | YES |
| Competitive Sealed Bid | Over \$25,000 | Sealed Bids, RFP, RFQ Formal Solicitation | Board of Commissioners | YES |

Receiving: Department Heads are responsible for determining the proper quantity and quality of goods received before forwarding the invoice for payment by Antrim County. (Procedures: Section 15)

If funds are not budgeted, a BOC budget amendment is required prior to purchase.

If the proposed purchase falls in the category of an emergency purchase, see Procedures: Section 8

| |
|---|
| <p align="center">EQUIPMENT GL NUMBER</p> <p align="center">XXX.XXX-<input type="text"/>.00-980.000</p> <p align="center">DEPT #</p> |
|---|

| |
|---|
| <p align="center">CAPITAL ASSET GL NUMBER</p> <p align="center">XXX.XXX-901.00-980.<input type="text"/></p> <p align="center">DEPT #</p> |
|---|



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Medical Investigator

Submitted By: Jeremy Scott, County Administrator

Agenda Item: ME Investigator Fee Increase

| |
|--|
| 1. Action Request/Suggested Motion |
| To authorize the Board Chair to execute an amendment to Exhibit B of the Mid-Michigan Medical Examiner Group agreement with the proposed fee increase. |
| 2. Background and Current Situation – Concisely include pertinent facts, dates, etc. |
| We have had an agreement with MMMEG since 2021. This would be increasing the investigator fees outlined in the agreement. |
| 3. Goal – Why the action is necessary; What is the specific target or outcome desired? |
| To retain and attract medical investigators. |
| 4. Financial – Budget-related information |
| This would be an estimated increased cost of \$292 for 2024 (see attached). A budget amendment is not expected to be necessary. |
| 5. Legal Review |
| Since this is only amending the fee structure, legal review is not necessary |
| 6. Policy Implications |
| |
| 7. Plan – Timeline with who, what, where, and how |
| The new fee structure would begin in 2024 |
| 8. Alternative Plan – What are the implications if failure to approve? |
| |
| 9. Attachments Included |
| MMMEG letter |



Office 231-510-6205 Fax 231-440-0806
 MdMichiganMEGroup@gmail.com

November 20, 2023

Dear
 Antrim Administration,

I am reaching out as a liaison for our contractors to request a contractual increase in the investigator per-case fee, effective from the 2024 calendar year. This adjustment is crucial for retaining our valuable contractors who serve the citizens of the county. Your consideration of this request is highly appreciated. Thank you.

| Per Case (Contractors are responsible for their Self Employment Taxes, ect) | 2022- Current | Proposed 2024 | Reflect add'l per case of | Add'l Impact on Annual Budget projection |
|--|---------------|----------------------|---------------------------|--|
| Natural - Level 1 Investigator | \$ 150 | \$155 | \$5 | @ 5 = \$ 25 |
| Non-Natural- Level 1 Investigator | \$ 170 | \$175 | \$5 | @ 1 = \$ 5 |
| Natural- Level 2 Investigator | \$ 170 | \$175 | \$5 | @ 44 = \$ 220 |
| Non-Natural-Level 2 Investigator | \$ 205 | \$211 | \$6 | @ 7 = \$ 42 |
| Natural- ABMDI Level 3 Investigator | \$205 | \$211 | \$6 | @ = \$ |
| Non-Natural- ABMDI Level 3 Investigator | \$225 | \$232 | \$7 | @ = \$ |

*The above is compiled based on 2023 case data 57 scene investigations.

Additional Annual Total \$ 292

Sincerely,
 MMMEGroup

Lisa Kasprich
 MMMEG Administrator

| | | |
|--------------------|-------------------------------|---|
| INFORMATION | PER CASE INCLUDES: | Drive time to and from the scene, on-scene investigation, drawing specimens from decedents, external body exam, decedent secure bagging, notifying the next of kin about and that the death has occurred, contacting the primary care physician for more med history, counting and cataloging each medication/pill, use of own computer to securely input case into database. |
| | ABMDI LEVEL 3 DETAILS: | (American Board of Medicolegal Death Investigation) We ask each investigator to continue the education process and become nationally certified/registered. The American Board of Death Registry for a Certified/Registered National Death Scene Investigator requires over 640 hours of experience and proficiency in 312 tasks before the national 5-hour exam is allowed to be given. MMMEG has been dedicated toward this training and remains committed to the cost of approximately \$2,000 for each county investigator to be vetted and tested. County Prosecutors benefit greatly from this higher level of service. |



Action Request to Board of Commissioners

Meeting Date: December 7, 2023

Department: Torch Lake Protection Alliance, Three Lakes Association

Submitted By: Jeremy Scott, County Administrator

Agenda Item: Request to Serve as Fiduciary

1. Action Request/Suggested Motion

To approve that Antrim County serve as the fiduciary on behalf of the Torch Lake Protection Alliance (TLPA) and the Three Lakes Association (TLA) and authorize the Chairman to execute an agreement with the United States Geological Survey (USGS) Upper Midwest Water Science Center, United States Department of the Interior for Water Resource Investigations on Torch Lake, at no cost to Antrim County, and authorize the Finance Director to make the appropriate budget amendments. No activity will begin until funds equal to or exceeding the upcoming work segment are on deposit with the County.

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

1. In order to qualify for Government Sharing of the program costs, the contract has to be administered by a “Taxing” authority. The cost sharing is substantial and may be the difference of whether we can accomplish this task or not.
2. The timeframe for the USGS contract events started in January 2021. In 2022 we focused on research and planning, to define the details of our monitoring plan. A “Workshop” was held on June 10, 2022 in the Torch Lake Township Hall. This workshop included a focus group of scientist and local experts to study and recommend actions to identify the cause(s) of the “Golden Brown Algae” we’ve seen proliferate in Torch Lake in the past decade. In addition, we developed an effective “Long Term Monitoring and Assessment” program to better understand the Lake’s health and forecast the future before another event happens that threatens the lake’s quality.
3. 2023 was the first full year of water quality monitoring. Beginning in the spring of 2023, the USGS led the most comprehensive monitoring ever attempted on Torch Lake. This effort included sampling (2) deep water and (12) nearshore areas of the lake, the main tributary to the lake (Clam River), and the main outlet of the lake (Torch River). Monitoring of the Clam River near the inlet to the lake consists of measuring flow with an acoustic doppler meter on a continuous basis, and collecting grab samples for nutrients (total and dissolved forms of phosphorus and nitrogen), suspended sediment, alkalinity, and chlorophyll approximately monthly plus during 4 high flow events each year. Sampling started in April and continued through October, with one final event in December. A similar acoustic doppler meter is in service at Torch River, with nutrient sampling focused on phosphorus.
4. 2024 will consist of almost all the same sampling and analysis as 2023, with the addition of 5 more tributaries, measuring Atmospheric deposition at one site, and Groundwater at 12 sites. A workshop meeting will be conducted on May 3, 2024 to share the 2023 results and solicit input on the project from local, statewide, and out state experts.

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

1. This action is necessary for the Torch Lake project to be affordable. If Antrim County can act as a “Taxing Authority” on our behalf to receive invoices from USGS and process payments, using funds we provide. We will be responsible for providing funds in advance of initiating any work. (Using the same procedure as in 2023)

| |
|---|
| 4. Financial – Budget-related information |
| For 2024, the Torch Lake Protection Alliance’s share will be 75 percent of non-analytical costs (\$155,713) and the USGS share will be 25 percent (\$51,904) of non-analytical costs. Analytical costs (~50,700) will be paid directly to the chemical and biological laboratories by the Torch Lake Protection Alliance. Complete detail costs are included in the Joint Funding Agreement |
| 5. Legal Review |
| A memorandum of understanding which establishes the role entered into with TLPA will be executed (draft attached). |
| 6. Policy Implications |
| The County has served as a fiduciary for a number of organizations in the County. In this case, however, it is a little different, which is why we have included a stipulation that the funds be in the County coffers before any segment of work is commenced by the USGS. |
| 7. Plan – Timeline with who, what, where, and how |
| The Long Term Plan is being designed as a collaboration with the three lake associations; “Torch Lake Protection Alliance (TLPA)”, Torch Conservation Center (TCC)”, and “Three Lakes Association (TLA)”. TLPA has taken the lead on fundraising. TLPA and TCC are managing the USGS project team. TLA is managing the GBA characterization studies with Dr. Jan Stevenson, retired MSU professor. |
| 8. Alternative Plan – What are the implications if failure to approve? |
| There is no alternative as yet. We require this support to qualify for matching funds with USGS. |
| 9. Attachments Included |
| <ul style="list-style-type: none"> • The Joint Funding Agreement letter, which describes the overall U.S. Geological Survey (USGS) activities to be conducted in 2024 is currently being reviewed by USGS and will be provided to the Board as soon as it is sent back. • Draft Memorandum of Understanding between Antrim County and TLPA |

Memorandum of Understanding Between Antrim County
and the
Torch Lake Protection Alliance

This Memorandum of Understanding (MOU) is to establish the roles entered into between; the Torch Lake Protection Alliance (TLPA) and the County of Antrim (the County).

Background

The TLPA approached the County to serve as a fiduciary for a water quality monitoring and assessment project on Torch Lake, herein called the Program. The request was born out of a concern regarding the appearance of golden brown algae in Torch Lake over the past decade and a desire to better understand the health and water quality of the lake. The TLPA wishes to work with the United States Geological Survey (USGS) to share in the cost of carrying out the Program, which necessitates the need for "Taxing" authority to act as the fiduciary. The program is to be funded from a combination of funds provided by TLPA and Three Lakes Association (TLA) matched with funds provided by the USGS Upper Midwest Science Center, United States Department of Interior.

Roles and Responsibilities

The TLPA shall be responsible for all compliance activities under the grant, including seeking necessary approvals for training, holding events and other activities, providing invoices to the County if applicable, and submitting all required funding request documents and filing necessary reports to the USGS.

The TLPA AND TLA shall provide the County the full amount of the local required matching funds in advance of each work segment and make the County aware of expected payment timelines to the USGS.

The County shall receive funds from the TLPA and TLA for the programs. Upon receipt, the County shall hold the unspent funds in a segregated account in its fiduciary fund and pay once invoiced by the USGS. TLPA and TLA may request a copy of the activity in this account at any time.

Liability if Audited

If programs are subsequently disallowed or portions of the programs are disallowed by the USGS for any reason, the County may seek reimbursement from the TLPA for the disallowed programs and the TLPA agrees to pay any and all outstanding costs.

Antrim County

Signed

Date

Torch Lake Protection Alliance

Signed

Date



Memorandum Administration Office

December 7, 2023

TO: Board of Commissioners
FR: Jeremy Scott, County Administrator
RE: 2022 Annual Reports

You all received either hard copies or electronic copies of the annual reports from the following Antrim County departments or partnering agencies. Of the two reports, only the 13th Circuit Court has opted to present their report in person:

- [Antrim County Prosecuting Attorney's Office](#)
- [13th Circuit Court](#)

Please consider the following action(s):

Motion by _____ and seconded by _____ to accept the Antrim County Prosecuting Attorney's Office 2022 Annual Report.

Motion by _____ and seconded by _____ to accept the 13th Circuit Court 2022 Annual Report.



Memorandum Administration Department

November 30, 2023

TO: Antrim County Board of Commissioners
FR: Jeremy Scott, County Administrator
RE: Administrator's Report – December 7, 2023

*** All information highlighted in blue in this report is new information from my previous reports. ***

GENERAL ADMINISTRATION:

1. Facilities:

- County Building Façade: Progressive AE and Spence Brothers are the architects and construction managers for the County Building Façade project. **Interior wall, drywall, and insulation has been ramping up this week. The brick on the southwest corner of the building is nearly complete. Metal panel installation began on the northeast corner of the building and will shift to the south side of the building as the masons finish that area. Window openings have been temporarily filled with foam panels. As exterior work continues, there will be additional tenting done around the building.**
- Health Dept. Building Renovations: Renovation work began on June 14 as scheduled. Painting and carpeting have been completed. Doors and other finish work will continue into December. **Technology is currently being setup, and we are still looking to start the move in December.**
- Public Safety Center: Byce & Associates were hired to outline a preliminary plan and renderings for a Public Safety Center. We have posted a Public Safety Center webpage in order to keep everyone informed of progress and to answer questions. Analysis on the scientific sample survey has begun, and we look forward to seeing some results in the coming weeks. **The matter of a ballot proposal will be brought to the Board for discussion and consideration in the coming months.**

2. Brownfield Redevelopment Authority (BRA): **On November 1, the Village of Bellaire approved the Bellaire Lofts Brownfield Plan. The Forest Home Township Board approved the Plan on November 2. On November 14, the Antrim County Brownfield Development Authority (ACBRA) approved a motion by a 6-1 vote recommending approval of the Bellaire Lofts Brownfield Plan by the Antrim County Board of Commissioners. The hearing is scheduled before and action is on the agenda for BOC consideration at this meeting.**

3. 911 Communication Tower: The Forest Home Township Planning Commission reviewed and approved the site plan at a public hearing on October 4. The additional parts of the project, including the communication building will be coming to the Board soon. **No Update**

4. Materials Management County Engagement Grant /Material Management Plan: We will be reaching out to surrounding communities to evaluate potential for a multi-county plan; updates will be given as this process progresses. **No Update**

5. COA Adult Day Service: With employee shortages and ever-growing need for services, administration has been working with the COA to develop a project to address those needs. I am working with the COA Director and property owner to negotiate and work out the details on the property purchase previously discussed. Once the purchase agreement is completed, we will bring this back to the Board for a release of funds.

6. Courthouse Chiller: The chiller replacement at the Courthouse should be finished before the end of the year.

7. **Broadband:** It is our continued goal to be a central hub of communication and information for providers and local units. The NTIA grant awards are expected to be announced in the next few months. PFN has been awarded \$61 million in grant funding for their project that will provide a middle mile of fiber through the middle of Antrim County, a critical step in county-wide broadband. Trustream has been awarded their application for the ROBIN grant application which includes projects in Antrim County. **The second round of ROBIN Grant award recommendations have been announced. The Michigan Department of Labor and Economic Opportunity (LEO) has recommended that Charter Spectrum receive more than \$2.1 million of their requested \$3.6 million for construction of last mile fiber. If awarded, this would help Charter provide broadband to more than 1,700 underserved Antrim County residents. LEO will be taking comments or objections to the recommendations through December 21, 2023 before they make any determinations. I expect we will hear something in the new year.**

HUMAN RESOURCES (HR):

8. **Current County Employment Opportunities:**

- Commission on Aging – CENA – Irregular PT: Position posted.
- Commission on Aging – Homemaker – Irregular PT: Position posted.
- Commission on Aging – Site Coordinator – Irregular PT: **Kendra Ecker was processed for employment on November 30.**
- MSU Extension – Executive Secretary – FT: **Interviews scheduled for December 1.**
- Sheriff's Office – Snowmobile Patrol Officer – Irregular PT: Interviews have taken place.
- Sheriff's Office – Civil Process – Irregular PT: Two positions posted.
- Sheriff's Office – Corrections – FT: Positions posted.
- Sheriff's Office – Deputy – FT: One position posted.
- Veteran Affairs Director – FT: Position posted.

9. **Trillium Awards:** **Nominations for the 3rd annual Trillium Awards are now closed. Voting is taking place through December 13, and the winners will be announced soon after.**

LAWSUITS:

10. **Opioid Litigation:** The County has signed on to the settlement agreement with Janssen Pharmaceutical, three wholesale distributors, and retailers (Walmart, Teva, Allergan, Walgreens, and CVS). As discussed at previous Board meetings, these funds are restricted generally and 70% must go towards future remediation such as treatment, recovery support, outreach, training, prevention, and research. Unless the Board otherwise directs, our intention is to gather requests and look for opportunities before presenting them to the Board. Settlement dollars received to date: **\$199,962.01** restricted, **\$4,572.13** unrestricted.
11. **Daniel Fingal, et al. vs Antrim County, et al.:** An additional foreclosure proceeds lawsuit. We have submitted this to MMRMA. Cummings, McCloy, Davis & Aho, PLC (CMDA) have formally been assigned by the MMRMA to defend Antrim County in this matter. The attorneys involved in all three of these cases, Fingal, Theison, and Hottenroll have set mediation dates. If an agreement is made, any final decisions would need Board approval. **No Update**
12. **Edward Theison, et al. vs Dickson County, et al.:** We have been named in another foreclosure proceeds lawsuit. **See Above**
13. **Hottenroll, et al. vs Iron County, et al.:** Yet another foreclosure proceeds lawsuit in which the plaintiffs have opted out of the Wayside class action. **See Above**

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):

14. [Glacial Hills Natural Area – intergovernmental agreement 2024-2026](#)
15. [GLF Environmental – recycling](#)
16. [Jeremy Scott – administrator \(2024-2025\)](#)

Executed by the Board Chair in accordance with the Contract Policy and tracked for future follow-up of expiration (where necessary): NONE

GRANT APPLICATIONS:

Submitted in accordance with the Grant Application Policy: **NONE**

POLICIES:

Reviewed by civil and/or labor council (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: New matters sent within the past two weeks: **NONE**

17. [Blue Cross Blue Shield – inmate insurance](#)
18. [Spark Grant – Grass River Natural Area award](#)
19. [Cellmate – jail food service](#)
20. [Core Technology – software license](#)
21. [Area Seniors, Inc. – COA rental agreement](#)

FOLLOW UP FROM BOARD OF COMMISSIONERS MEETING: 11/16:

22. [Hazard Mitigation Plan: Another public hearing?](#) No additional hearing(s) are necessary, but the Emergency Management Coordinator has been going to local units for resolutions adopting the plan.
23. [Generator funding for township hall?](#) The Emergency Services Coordinator provided a list of funding opportunities for Critical Facilities Generator. This will also be used to explore funding for a generator for the Sheriff's / Health Dept. Building.
24. [Grants for car seats?](#) The Emergency Services Coordinator reached out to the Michigan State Police about some possibilities.

COMMUNICATIONS, NOTES OF INTEREST:

25. [Peninsula Fiber Network \(PFN\) Luncheon:](#) Peninsula Fiber Network has invited stakeholders to a Community Broadband Luncheon that is scheduled for December 11. The event is being held at the Lakeview Hotel at Shanty Creek Resort and is expected to run from 11:30 a.m. to 1:00 p.m. If you are interested in attending, please register using the QR code on the invitation. They are accepting RSVPs until December 5th.
26. [Three Lakes Association \(TLA\) Grass River Management Plan Report Out:](#) TLA has invited stakeholders to attend a *virtual* discussion of the TLA Grass River Management Plan. A link to the discussion is on the attached invitation.



Please join us for a
Community Broadband Luncheon

Monday, December 11, 2023

11:30AM - 1:00PM

The LakeView Hotel, Shanty Creek Resort

Business and government stakeholders are invited to learn more about PFN's NTIA middle mile broadband project, its positive impact on the region, and other broadband funding opportunities.



Scan to register for the luncheon by
December 5th.

Questions? Please contact Jennifer Greenburg at
jgreenburg@pfnllc.net

If you know, you know.
This place is special.

Photo credit: Aaron Holznagle

TLA Grass River Management Plan Report Out

December 5, 6:30 - 8:00 pm

In person: Grass River Center, 6500 Alden Hwy, Bellaire

Join us as we gather to acknowledge the work that has been done to protect the Grass River, organize around future protection projects, and celebrate the official launch of the Grass River Adaptive Management Plan (GRAMP).

via Zoom: <https://us02web.zoom.us/j/89932160038?pwd=dCtxcmc0OFliZGRkSWNyQXpmNGZNdz09>
Meeting ID: 899 3216 0038 Passcode: 362797

6:30 Welcome

6:45 Understand the contents of the plan & hear about immediate action steps



REVENUE SCHEDULE 2024

| NUMBER | ACCOUNT NAME | BUDGET | OCT | YTD RECEIVED |
|---------|----------------------------|---------|--------|--------------|
| 500.101 | County Appropriation | 100,000 | 0 | \$0 |
| 540.100 | State Funds | 345,000 | 28,780 | \$28,780 |
| 506.100 | Federal Funds | 165,000 | 0 | \$0 |
| | Fund Balance | 54,000 | 0 | \$0 |
| 630.000 | General Fares | 4,000 | 280 | \$280 |
| 630.000 | Pass Revenue | 13,500 | 1,290 | \$1,290 |
| 630.000 | New Horizons | 3,000 | 384 | \$384 |
| 630.000 | FIA | 0 | 0 | \$0 |
| 630.000 | Mancelona School | 0 | 0 | \$0 |
| 630.000 | Misc. Special Fares | 16,000 | 2 | \$2 |
| 630.001 | HeadStart | 16,000 | 1,440 | \$1,440 |
| 630.002 | CMH | 36,000 | 3,190 | \$3,190 |
| 630.1 | Net Sale of Fuel * | 14,000 | 1,362 | \$1,362 |
| 630.101 | Net Sale of Maintenance ** | 32,000 | 2,509 | \$2,509 |
| 630.003 | Meadow Brook | 25,000 | 0 | \$0 |
| 630.004 | Munson | 8,000 | 0 | \$0 |
| 630.005 | Bellaire School | 37,500 | 4,500 | \$4,500 |
| 630.102 | Misc. Revenue | 35,000 | 0 | \$0 |
| 630.009 | COA Transportation | 6,000 | 540 | \$540 |
| 665.000 | Interest Income | 15,000 | 767 | \$767 |
| | | 925,000 | 45,044 | \$45,044 |

* Figure based on gallons sold at .25 per gallon

** Figure based on labor only (\$60 per hr)

EXPENSE SCHEDULE 2024

| FUND: | ACCOUNT NAME: | BUDGET: | OCT: | YTD EXP: | % EXP: |
|---------------|------------------|----------------|---------------|---------------|-----------|
| 702.000 | Salary, Director | 79,000 | 6,054 | 6,054 | 8% |
| 704.000 | Wage, Secretary | 29,000 | 2,383 | 2,383 | 8% |
| 704.002 | Wage, Dispatch | 47,000 | 3,682 | 3,682 | 8% |
| 705.000 | Wage, FT Driver | 0 | 0 | 0 | #DIV/0! |
| 706.000 | Wage, Mechanic | 113,000 | 8,840 | 8,840 | 8% |
| 707-708 | Wage, PT Driver | 222,000 | 18,896 | 18,896 | 9% |
| 714.000 | Anuity | 15,000 | 1,063 | 1,063 | 7% |
| 715.000 | FICA | 39,000 | 3,132 | 3,132 | 8% |
| 716.008 | Hospitalization | 85,000 | 6,620 | 6,620 | 8% |
| 718.000 | Retirement | 81,000 | 6,114 | 6,114 | 8% |
| 719.000 | Fringe, AD&D | 5,000 | 390 | 390 | 8% |
| 721.000 | Personal Leave | 0 | 0 | 0 | #DIV/0! |
| 722.000 | Unemployment | 0 | 0 | 0 | #DIV/0! |
| 724.000 | Workers Comp | 35,000 | 0 | 0 | 0% |
| 727.000 | Office Supply | 1,000 | 0 | 0 | 0% |
| 741.000 | Operating Supply | 4,000 | 720 | 720 | 18% |
| 742.000 | Uniforms | 7,000 | 0 | 0 | 0% |
| 805.000 | Computer Serv. | 2,000 | 0 | 0 | 0% |
| 807.000 | Dues & Subs. | 1,500 | 0 | 0 | 0% |
| 810.000 | Audit | 5,000 | 0 | 0 | 0% |
| 841.000 | Physicals | 1,300 | 0 | 0 | 0% |
| 851.000 | Radio Maint. | 1,000 | 158 | 158 | 16% |
| 852.000 | Postage | 0 | 0 | 0 | #DIV/0! |
| 855.000 | Telephone | 2,500 | 131 | 131 | 5% |
| 861.000 | Travel | 200 | 0 | 0 | 0% |
| 862.000 | Convention | 200 | 0 | 0 | 0% |
| 864.000 | * Bus Parts | 10,000 | 1,446 | 1,446 | 14% |
| 864.005 | Tires & Tubes | 10,000 | 1,299 | 1,299 | 13% |
| 865.000 | * Gas & Oil | 71,000 | 5,985 | 5,985 | 8% |
| 901.000 | Print & Publish | 500 | 95 | 95 | 19% |
| 911.001 | Insurance | 28,000 | 5,124 | 5,124 | 18% |
| 921.000 | Electric | 6,500 | 372 | 372 | 6% |
| 922.000 | Natural Gas | 6,500 | 210 | 210 | 3% |
| 931.000 | Plowing | 5,200 | 0 | 0 | 0% |
| 932.000 | Building Maint. | 10,000 | 406 | 406 | 4% |
| 935.000 | Trash Removal | 1,600 | 119 | 119 | 7% |
| TOTAL: | | 925,000 | 73,239 | 73,239 | 8% |

* Figures based on ACT expense only

MISCELLANEOUS REVENUE FISCAL YEAR 2024

October None

November

December

January

February

March

April

May

June

July

August

September