"Menominee – Where the best of Michigan Begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858

Jason Carviou – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
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The Menominee County Board of Commissioners
will meet on Tuesday ~ May 14, 2019 @ 6:00 p.m.
Menominee County Courthouse – Courtroom B
839 10th Ave., Menominee, MI 49858
906-863-7779

AGENDA

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Approval of the Agenda

E. Approval of Previous Minutes
- April 23, 2019 ~ Regular CB Meeting

F. Public Comment *(Statements, not debate, limited to 5 minutes per person on agenda items only)*:

G. Presentations *(limited to twenty minutes)*:
-

H. Department Head/Elected Officials Reports *(limited to ten minutes)*:
- Any Department Head/Elected Official Reports
- Administrator's Report

I. Action Items

1. Moved by _____ supported by _____ to approve a recommendation from the Executive Committee to amend the County Bylaws (Charter of Standing Committees) to create an Economic Development Committee as presented. (2/3 majority vote required)

2. Moved by _____ supported by _____ to approve a recommendation from the Executive Committee to amend the County Bylaws (Charter of Standing Committees) to add two (2) additional members to the Airport Advisory Committee as presented. (2/3 majority vote required)

Steven Gronala *Gerald Piche – Chairperson* *William Cech – Vice Chairperson* *Larry Phelps*
Larry Johnson Jr. *Jan Hafeman* *David Prestin* *Bernie Lang* *Larry Schei*

3. Moved by _____ supported by _____ to approve a Menominee Regional Airport Private Tenant Land Lease with the Civil Air Patrol (hangar #27) as executed on Jan 1, 2019.

4. Moved by _____ supported by _____ to approve MDOT Contract No. 2019-0400 "Rehabilitate Runway – Airfield Paint Marking Project". The County share of the costs ($3,250) will be paid from the ACIP account, #216-585-970.00.

5. Moved by _____ supported by _____ to approve Resolution 2019-11 ~ Menominee Regional Airport Official Signatory for the Rehabilitate Runway – Airfield Paint Marking Project – Contract 2019-0400, from the MDOT.

6. Moved by _____ supported by _____ to approve a Commercial Operating Agreement with M & M Aviation LLC to provide Airframe and Power Plant Repair/Maintenance and Flight Instruction/Training at the Menominee Regional Airport and to rent space in the Community Hangar for said commercial operation.

7. Moved by _____ supported by _____ to approve Phase 2 of the Telecommunications System Consultation proposal from Abilita. Cost of Phase 2 in the amount of $3,000 (+ travel and incidental expenses, if any) will be paid from account #101-103-970.19.

8. Moved by _____ supported by _____ to approve miscellaneous bills paid on April 10 & 17, 2019 in the combined amount of $103,390.90.

9. Moved by _____ supported by _____ to approve miscellaneous boards/committees/Commissioners reports to be placed on file in the office of the County Clerk.

J. New Business (Discussion Only)

1. Personnel Items:
   a. Personnel Manual Amendments
      - Family and Medical Leave Act (section 20)
      - Employee Parking (section 23; (R))

2. Building and Grounds/Park Items:
   a. Parks request additional seasonal worker

3. Miscellaneous Items:

a. Resolution 2019-12 ~ Land Division & Combination Procedures
b. 2019 Tax Rate Request - L-4029
c. MERS 457 Plan
d. Microsoft Windows 10 Operating System
e. Courthouse/Jail Camera System

4. Finance Items:
   a. Commissioner Per diems and expenses
   b. Miscellaneous bills paid on April 23, May 2 & 3, 2019 in the combined amount of $133,564.10.

K. Misc. Boards/Committees/Commissions Reports

L. Public Comment *(limited to 5 minutes)*

M. Commissioner Comment

N. Adjourn

April 23, 2019

UNAPPROVED

Proceedings of a Regular Meeting of the Board of Commissioners in and for the County of Menominee and the State of Michigan were held at the Menominee County Annex, Stephenson, Michigan.

Chairman Piche called the meeting to order at 6:00 P.M. followed by the Pledge of Allegiance.

A call of the roll indicated that the following Commissioners were present/absent:

Present: Commissioners: William Cech, Steven Gromala, Jan Hafeman, Larry Johnson Jr., Bernie Lang, Larry Phelps, Gerald Piche, David Prestin and Larry Schei.

Absent: None.

Moved by Com. Gromala, seconded by Com. Hafeman to amend the agenda by adding a presentation from Northpointe CEO, Jennifer Cescolini. Motion was approved 9-0.

Moved by Com. Cech, seconded by Com. Hafeman to approve the agenda as amended. Motion was approved 9-0.

Moved by Com. Cech, seconded by Com. Johnson Jr. to approve the minutes from the April 9, 2019 Regular County Board Meeting and the April 9, 2019 Equalization Session of the County Board. Motion was approved 9-0.

Public Comment: None.

Presentations:
- CASA ~ Teresa Boscarino – Read a resolution from the CASA Board thanking the Menominee County Board for their support of CASA.
- Northpointe ~ Jennifer Cescolini, CEO – Updated the board on Northpointe.
- Audit ~ Kathleen Ciantar, Anderson, Tackman & Co., PLC – Updated the board on the results of the Menominee County Audit.

Department Head/Elected Officials Reports:
- Diane Lesperance, County Treasurer – Gave an update on foreclosures and the parks account.
- Jason Carviou, County Administrator – Gave Administrator's Report with updates and announcements.

Action Items:

Moved by Com. Hafeman, seconded by Com. Lang to appoint Ms. Darlene Schraub as recommended by Judge Barglind to the Menominee County Jury Commission for a six (6) year term expiring 4.30.2025. Motion was approved 9-0.

DRAFT

Moved by Com. Cech, seconded by Com. Hafeman to approve a three (3) year bid from Anderson, Tackman & Company, PLC for the Menominee County Audit (2019-2021). 2019-$25,500; 2020-$25,500; 2021-$25,750; Plus up to $3,250 for options 1-3, each year. Motion was approved 9-0.

Moved by Com. Cech, seconded by Com. Phelps to approve adding *"Buy six nights, get the 7th night free"* to the 2019 Parks price list for Kleinke Park daily camping. Motion was not approved on a roll call vote 4-5, Com. Gromala, Hafeman, Piche, Prestin and Schei voted nay.

Moved by Com. Schei, seconded by Com. Lang to approve a payout for employee Linda Gullicksen, for unused vacation (after 5.13.19) due to extenuating circumstances in the Probate Court office. Payout may be made up to 103 hours. Motion was approved 9-0.

Moved by Com. Cech, seconded by Com. Hafeman to approve an increase in hours, not to exceed 30 hours/week for the Building Code secretary during the busy season (May-Nov). Motion was approved 9-0.

Moved by Com. Hafeman, seconded by Com. Schei to approve Resolution 2019-09 ~ Freedom of Information Act Fee Schedule for Public Record Requests. Motion was approved by roll call vote 9-0. (Attachment A)

Moved by Com. Hafeman, seconded by Com. Gromala to approve Resolution 2019-10 ~ Honoring Richard Sexton, for his service as the Menominee County Emergency Management Director for the past five (5) years. Motion was approved by roll call vote 9-0. (Attachment B)

Moved by Com. Prestin, seconded by Com. Johnson Jr. to approve the hiring of a part time employee for the cleaning of the Courthouse, Health Bldg., 9th St. Bldg., the Library, and Annex Bldg. in Stephenson. Hours are not to exceed 29 hours/week for all locations. Motion was approved 9-0.

Moved by Com. Prestin, seconded by Com. Cech to approve an increase in pay for the County Administrator for his one year evaluation and an increase in his job duties to include the Airport Director. From 4/10/2019 to 4/9/2020, the County Administrator is to receive $80,000 for the year. Motion was approved 9-0.

Moved by Com. Hafeman, seconded by Com. Gromala to approve Commissioner per diems and expenses as recently submitted. Motion was approved 9-0.

Moved by Com. Hafeman, seconded by Com. Gromala to approve miscellaneous bills as paid on March 21, 26, 29 & April 4, 2019 in the combined amount of $271,302.98. Motion was approved 9-0.

Moved by Com. Hafeman, seconded by Com. Cech to approve miscellaneous boards/committees/commission reports on file in the office of the County Clerk. Motion was approved 9-0.

DRAFT

New Business (discussion only)

Personnel Items: None.

Building and Grounds/Parks Items: None.

Miscellaneous Items:

a. Telecommunications System Consultation ~ Phase 2. – Abilita has completed phase 1 of the telephone system upgrade (Discover/Define strategic plan). Now we go to phase 2 (Develop phase, including RFP process). Administrator Carviou stated that this will cost approximately $3,000 plus travel. He would like to move forward with Phase 2. The consensus of the board is to allow Administrator Carviou to move forward with Phase 2.

Finance Items:

a. Miscellaneous bills as paid on April 10 & 17, 2019 in the amount of $103,390.90. – The consensus of the board is to move this item forward to the next meeting for approval.

Misc. Boards/Committees/Commissions Reports:

- The consensus of the board is to move this item forward to the next meeting for approval.

Public Comment: None.

Commissioner Comment:

- Com. Gromala – Commented on the Northcare Substance Abuse Advisory Board and available funds.
- Com. Cech – Commented that he would like to thanks those individuals that made presentations at the meeting.
- Com. Hafeman – Commented that she would like to also thank the individuals that made presentations at the meeting.
- Com. Piche – Commented that it is a busy week for meetings.

Moved by Com. Hafeman, seconded by Com. Gromala to enter into closed session under section 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute, pursuant to section 13(1)(g) of the Freedom of Information Act, which exempts from public disclosure information or records subject to the attorney-client privilege in connection with the Corrections Bargaining Unit Greivance #E0457 & E0702. Members entering into closed session will be all nine Commissioners, Administrator Carviou, County Clerk Kleiman and Administrative Assistant DuPont. Motion was approved by roll call vote 9-0 at 7:36 p.m.

Returned to open session at 8:10 p.m.

Moved by Com. Hafeman, seconded by Com. Cech to adjourn at 8:10 p.m. Motion was approved 9-0.

Gerald Piche, Chairman

Marc Kleiman, County Clerk

DRAFT

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Economic Development Committee**
DEPARTMENT:	**Administration/Executive Committee**
ATTACHMENTS:	**Yes**

SUMMARY:

Discussion at the Executive committee meeting was to create the Economic Development Committee as outlined in the agenda packet.

RECOMMENDED MOTION

To approve a recommendation from the Executive Committee to amend the County Bylaws (Charter of Standing Committees) to create an Economic Development Committee as presented.

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Administrator; Buildings & Grounds Superintendent (or Asst.); Sheriff; and Undersheriff. The Security Committee is an advisory committee whose purpose is to provide advice, direction and recommendations, in reference to County Building Security, to the County Board of Commissioners. The Committee has no final authority or responsibility for policy making or administration. The Security Committee is responsible for maintaining a working "Security Policy" for the County.

Adopted: October 11, 2016

JJ. ECONOMIC DEVELOPMENT COMMITTEE:

Purpose: The purpose of the Economic Development Committee is to provide oversight, guidance, and recommendations on economic development policy in Menominee County. This committee will receive quarterly reports from the Executive Director of the Menominee Business Development Corporation, research the viability of establishing a Menominee County Land Bank and Brownfield Authority, and develop comprehensive economic development policies for Menominee County.

Membership: The Economic Development Committee shall consist of three commissioners of the Menominee County Board of Commissioners, the Menominee County Administrator, the Menominee County Treasurer, and the Executive Director of the Menominee Business Development Corporation. The first named commissioner appointed to the committee by the Chairman of the Board will serve as the Chairman of the Economic Development Committee.

Meetings: The Economic Development Committee shall meet a minimum of once per quarter in the calendar year, and may meet more often when a meeting is called for by the Chairman of the Economic Development Committee or by the County Administrator.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Amend Airport Advisory Committee**
DEPARTMENT:	**Executive Committee / Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

At the Executive Committee meeting, discussion of adding two additional members to the Airport Advisory Committee was recommended by the committee as outlined within the agenda packet.

RECOMMENDED MOTION:

To approve a recommendation from the Executive Committee to amend the County Bylaws (Charter of Standing Committees) to add two (2) additional members to the Airport Advisory Committee as presented.

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

development, coordination, and provision of human, social, and community resources within the 15 counties of the Upper Peninsula of Michigan. In 1974, UPCAP was designated as the Region XI (U.P.) Area Agency on Aging whose purpose is to advocate for and provide services to older adults residing in the Upper Peninsula.

Amended: August 24, 2010

K. COMMUNITY ACTION COMMITTEE (CAA) SHALL:

Provide opportunities for people of all ages and means to improve their quality of life through advocacy, education, housing, nutrition, volunteerism and support services.

Amended: August 24, 2010

L. AIRPORT ADVISORY COMMITTEE ~~SHALL:~~

~~The Menominee County Airport Committee is an advisory committee whose purpose is to provide advice, direction and recommendations, in reference to the Airport, to the County Board of Commissioners. The Committee has no final authority or responsibility for policy making or administration.~~

Purpose: The purpose of the Airport Advisory Committee is to provide advice, direction, and recommendations to the Menominee County Board of Commissioners regarding the function and operation of the Menominee Regional Airport. The committee has no final authority or responsibility for policymaking or administration.

Membership: The Airport Advisory Committee shall consist of three commissioners from the Menominee County Board of Commissioners. The three commissioners shall be appointed by the County Board Chairman at the organizational meeting at the beginning of each calendar year. The first appointed commissioner shall serve as the Airport Advisory Committee Chairman and the second appointed commissioner shall serve as the Airport Advisory Committee Secretary.

The Airport Advisory Committee shall also consist of one tenant of the Menominee Regional Airport that has a land lease agreement or sub-lease agreement executed with Menominee County. This individual does not need to be a resident of Menominee County. This appointment shall follow the process defined in Article VI, Section 5 of the Menominee County Bylaws. The term of this appointment shall be for two years beginning February 1 and expiring January 31 two years thereafter.

The Airport Advisory Committee shall also consist of one individual that represents the commercial interests of a business that frequently uses the Menominee Regional Airport as part of their commercial operations. This individual does not need to be a resident of Menominee County. This appointment shall follow the process defined in Article VI, Section 5 of the Menominee County Bylaws. The term of this appointment shall be for two years beginning February 1 and expiring January 31 two years thereafter.

Meetings: The Airport Advisory Committee shall approve a tentative meeting schedule for the year at their first meeting of the year, which is not to be held any later than January 31. The Airport Advisory Committee meeting shall meet once monthly, unless

the Airport Advisory Committee Chairman deems a meeting is not necessary, in which case the meeting shall be cancelled, or that additional meetings are necessary, in which case the Airport Advisory Committee Chairman shall have the authority to call additional meetings.

Amended: August 24, 2010
Amended: October 11, 2016
Amended: May 14, 2019

M. REMONUMENTATION COMMITTEE SHALL:

Receive reports and recommendations from the Re-monumentation Committee, Grant Administrator and County Representative and make such recommendations affecting the implementation of the County Re-monumentation Plan to the County Board.

Amended: August 24, 2010

N. PARKS & RECREATION COMMITTEE SHALL:

The Menominee County Parks & Recreation Committee is an advisory committee who purpose is to provide advice, direction, and recommendations to the Parks Manager, County Administrator and Menominee County Board of Commissioners. The Committee has no final authority or responsibility for policy making or administration. Bylaws for Parks and Recreation Committee shall hereby be incorporated.

Reinstated: September 22, 1997
Amended: August 24, 2010

O. COUNTY PLANNING COMMISSION SHALL:

Consist of one (1) Board member. Also Six (6) non-Board members who serve a three year term with right of succession. They shall have their powers and duties as set forth in P.A. 33 of 2008, as amended, being the MI Planning Enabling Act, (MCL 125.3801 et seq.); and P.A. 110 of the Public Acts of 2006, as amended, being the MI Zoning Enabling Act, (MCL 125.3101 et seq.)

Amended: September 22, 1997
Amended: July 26, 2011

P. EXECUTIVE COMMITTEE SHALL:

Consist of the Board Chair, Finance Committee Chair, and Personnel Committee Chair. They shall meet on items that are not covered under any other committee. Shall also annually and/or as needed to review bylaws, rules and polices.

Amended: April 25, 1995

Q. MENOMINEE COUNTY COMMUNITY COLLABORATIVE BOARD SHALL:

The Collaborative board meets on a monthly. They discuss community programs such as the Healthy Youth Coalition, Early on, Strong Families/Safe Children, Housing, Suicide Prevention, Early Childhood, Childrens Trust Fund and Medical Care Access

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Menominee Regional Airport - Private Tenant Land Lease**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

A private tenant land lease has been approved by the Civil Air Patrol. Administration would like the County board to approve the lease with the Civil Air Patrol (Hangar #27)

RECOMMENDED MOTION:

To approve a Menominee Regional Airport Private Tenant Land Lease with the Civil Air Patrol (hangar #27) as executed on Jan 1, 2019.

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Menominee Regional Airport

PRIVATE TENANT LAND LEASE

THIS AGREEMENT, made and entered into this 1st day of January, 2019, by and between MENOMINEE COUNTY, of Menominee, Michigan, a governmental entity existing by and under the authority of the laws of the State of Michigan, hereinafter referred to as the Lessor, and the CIVIL AIR PATROL, a non-profit entity existing by and under the authority of the laws of the United States of America, hereinafter referred to as the Lessee.

WHEREAS, Menominee County (Lessor) is the owner of the Menominee Regional Airport, and Lessor is desirous of leasing to Lessee certain premises located on the Airport property, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, Lessee desires to lease the premises from Lessor; and

WHEREAS, the purpose of this lease is to provide Lessee with land space sufficient to construct or maintain a hangar facility, together with sufficient area surrounding such a facility for maintenance thereof, and for the parking of vehicles used to transport Lessee and guests to and from the hangar for the purpose of using, maintaining and constructing the aircraft stored in the hangar; and

NOW, THEREFORE, for and in consideration of the rents and covenants of this Lease, Lessee leases from the Lessor the following premises, rights and easements on and to the Airport on the following terms and conditions:

1. **Property Description.** Hangar # 27
   (See Airport Layout Map - Attachment A)

2. **Building Construction.** Lessee shall have the right to erect, maintain, and alter office and administration buildings, shops, radio antennae, and other improvements to the described premises, providing the structures conform to Michigan Building Code requirements and any local ordinance now or hereafter in effect. All plans for building or improvements shall be reviewed and approved in writing by the Lessor prior to construction. In the event of new construction on land not already occupied by a hangar, unless construction of a facility has been commenced within thirty (30) days from the date of this lease, this lease shall be considered void and of no effect.

3. **Term.** The term of this shall be for a period of 10 years commencing on January 1, 2019 and expiring on January 1, 2029. This lease agreement may be renewed for an additional 10 year period if both parties agree to an extension, in writing, at least 30 days prior to the termination of the original term.

   This lease may be terminated by the Lessor, if at any time during the original term of this lease agreement or any extension thereof, both of the following conditions occur for a period of 90 days:

   a. The hangar is not occupied by an aircraft owned by the Civil Air Patrol.

   b. The hangar is not occupied by equipment necessary for the Civil Air Patrol to provide emergency or disaster relief services. This includes radio equipment, search and rescue equipment, and medical equipment; however, equipment used for instruction, training, or

display is not to be considered equipment necessary to emergency or disaster relief services.

This lease may also be terminated by the Lessor if at any time the Tri-County Composite Squadron ceases to exist. The Tri-County Composite Squadron will be considered to cease to exist if it has no membership or if the Civil Air Patrol ceases to provide in-kind emergency and disaster relief services, as described in Section 5 of this agreement.

The Lessee may terminate this agreement for any and no reason by providing the Lessor with a 30 days written notice. If the Lessee terminates this lease agreement under this provision, the Lessor shall have first right to purchase the hangar located on the leased land for fair market value. Fair market value of the hangar shall be determined by two qualified appraisers, one of which shall be selected by the Lessor and one which shall be selected by the Lessee. If the appraisers cannot agree upon a value of the hangar, then the Lessor and Lessee shall mutually appoint a third appraiser whose appraisal shall be binding on both parties.

The parties may forego the preceding requirement for appraisers to determine the fair market value of the hangar if both parties can mutually agree on an acceptable selling price.

4. **Rents.** In consideration of the foregoing, rent shall be $0.00 annually. In exchange, the Lessee agrees to provide in-kind services to the Menominee Regional Airport, as described in Section 5 of this lease agreement. The Federal Aviation Administration (FAA) permits free or reduced rental rates for military aeronautical units that provide a prime aeronautical role to airport. The FAA has further recognized the Civil Air Patrol's search and rescue and disaster relief roles to meet this definition.

   However, if at any time the FAA or Michigan Department of Transportation (MDOT) determines that this reduced rent is a violation of grant assurances that Menominee County, as the airport sponsor, must adhere, the rent may be increased to the fair-market value rate as determined by the Lessor.

   If the FAA or MDOT makes this determination, the decision by either agency with the explanation provided to Lessor shall be forwarded to the Lessee. The Lessee will have 60 days from the date of the notice of the increase in rent to provide information to refute the violation. The Lessee may also terminate the lease per the Lessee termination clause in Section 3 of this lease agreement.

5. **In-Kind Services.** In exchange for a $0.00 rental rate, the Lessor may make a request for search and rescue and/or disaster relief services by contacting HQ CAP National Operations Center using the Mission Request Template attached to this lease (Exhibit A), or by calling (888) 211-1812 Ext 300. There is a duty officer available 24 hours-a-day to assist. Requests using the template attached to this lease can be faxed to: (800) 555-7902 or emailed to: opscenter@capnhq.gov.

   Following this procedure for search and rescue/disaster relief requests is not only required by CAP Regulation 60-3, but it is also required for the operation to be considered for funding by CAP or the United States Air Force.

6. **Reports.** The Tri-County Composite Squadron shall provide a report, in writing, to the Menominee Regional Airport Committee at their first meeting after January 1 of each calendar year highlighting the activities and number of members of the squadron for the previous year. The local squadron is encouraged to attend this meeting and may present the report to the Committee.

7. **Aircraft.** The Lessee agrees that the only aircraft permitted to be stored in the hangar is an aircraft owned by the Civil Air Patrol, unless another agreement is made between the Lessor and Lessee pursuant to section 12 of this agreement.

8. **Insurance.**

   a) Lessee agrees to deposit with Lessor a policy of comprehensive premises liability insurance. Civil Air Patrol National Headquarters shall provide insurance in the amount of not less than $500,000.00.

   b) The policy of insurance shall be approved by Lessor as to legal form before it is filed, and shall contain a provision that the same may not be cancelled before the expiration of its term except upon 30 days written notice to Lessor.

   c) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

9. **Lessee Rights.** Lessee shall have the right:

   a) In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlight, landing lights, signals and other conveniences for take-off, flying and landing aircraft.

   b) To the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge visitors a fee for the use of such areas.

   c) Of access to and from the leased premises, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which rights shall extend to Lessee's passengers, guests, and invitees.

   Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive, and Lessor reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

10. **Maintenance of Buildings.** Lessee will maintain the structures occupied by Lessee in good order, and make minor repairs as are necessary. In the event of fire, or any other casualty, the Lessee of any such structure so affected shall either repair or replace the building, or restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time if it appears such extension is warranted.

11. **Maintenance of Property.** Lessee shall keep its hangar and grounds surrounding the leased premises in a reasonably neat, clean, and aesthetically pleasing condition at all times. Lessee shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including, but not limited to, used oil, solvents, and other waste. Lessee agrees to keep the leased premises free from unnecessary accumulation of waste or other debris or combustible materials. Fuel, other flammables, explosives, or other potentially hazardous materials may not be stored in any hangars. All non-airworthy aircraft not in an

enclosed structure shall be removed from the airport on thirty (30) days written notice from Lessor at Lessee's expense unless a waiver is requested and granted by Lessor for insurance purpose. Aircraft with visible accident damage shall be placed in an enclosed structure or removed from the airport within 48 hours of release by the accident investigation team.

12. **Right to Inspect.** Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

13. **Lease Transfer.** Lessee may not, at any time during the term of this lease, assign, hypothecate, or transfer this Lease or any interest herein, without the written consent of Lessor. Lessee shall have the right to lease that portion of buildings placed on the premises by Lessee which are not needed by Lessee in the operation of its business **with the written approval of Lessor**. All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

14. **Right of First Refusal.** Menominee County shall have the first right of refusal to match any offer to purchase any building located on the leased premises. Menominee County shall have 30 days from the date of receipt by the Menominee County Administrator of notification of a bona fide offer to purchase any building and/or structure located on the leased premises, in which to match the offer, including all of its terms. In the event that written notice to match the offer is not given by certified mail to Lessee at its address of record within 30 days of receipt of notice of the offer by the Menominee County Administrator, Menominee County shall have waived its right to match the offer, and Lessee is free to accept the offer, subject to the provisions in Section 10 regarding Lease Transfer. The offer shall have no modifications and/or qualifications that are not revealed to Menominee County through notice to the Menominee County Administrator.

15. **Laws and Regulations.** Lessee agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by Lessor pertaining to the Airport, now or hereafter in effect. Lessee will observe all Federal, State, and local laws, including rules and regulations of Federal and State aeronautical authorities, or other boards and agencies.

16. **Hold Harmless.** Lessee agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of Lessee, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

17. **Quiet Enjoyment.** So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

18. **Obstruction Lights.** Lessee agrees to install, maintain and operate any required obstruction lights on the tops of all buildings or structures to be placed on the leased premises.

19. **Title VI, Civil Rights Assurances.** The Lessee, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination, in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and repossess the land and the facilities thereon, and hold the same as if the Lease had never been made or issued.

20. **Affirmative Action.** Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide Assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

21. **Nondiscrimination.** Lessee and/or its sub-lessees, licensees, or assigns, as required by law, shall not 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Tenant and/or its sub-lessees, licensees, or assigns shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

    A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

    B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

    C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.

    D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC Sec. 12101 *et seq.*), as amended, and regulations promulgated thereunder.

    Breach of this section shall be regarded as a material breach of this Lease, and in the event Lessee and/or its sub-lessees, licensees, or assigns is found not to be in compliance with this section, Lessor may terminate this Lease, effective as of the date of delivery of written notification to Lessee and/or its sub-lessees, licensees, or assigns.

22. **Taxes.** Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which it may erect on lands leased exclusively to Lessee, as well as any real property taxes imposed on the lands leased exclusively to Lessee.

23. **Airport Development.** Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of the Lessee, Lessor (1) agrees to provide a comparable location, and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee; or (2) may terminate this lease upon thirty (30) days written notice to Lessee provided, however, that Lessor shall pay Lessee the then market value of the

hangar constructed thereon as determined by two qualified appraisers, one of which shall be selected by the Lessor and one of which shall be selected by the Lessee. If the appraisers cannot agree upon a value of the hangar, then the Lessor and Lessee shall mutually appoint a third appraiser whose appraisal shall be binding on both parties.

The parties may forego the preceding requirement for appraisers to determine the fair market value of the hangar if both parties can mutually agree on an acceptable selling price.

24. **Lessor's Rights.** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

25. **Airport Protection.** Lessor reserves unto itself, its successor and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in that airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Lessee agrees for itself, its successors and assigns (a) to restrict the height of structures, objects of natural growth, and other obstructions on the leased premises to such a height so as to comply with Federal Aviation Regulations Part 77, and (b) to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

26. **Obstructions.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration," as required by Federal Aviation Regulations Part 77.

27. **Subordination Provision.** This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Michigan, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Michigan.

28. **Default.**

    A. **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been delivered, served and given upon receipt by the party to be notified or upon being placed in the United States mail, postage prepaid, by registered or certified mail, addressed to such party at the address provided for such party herein.

    Any notices to Lessor shall be given to the Airport Manager or addressed to Menominee Regional Airport, 2801 22nd Street, Menominee, MI 49858.

    Any notices to Lessee shall be addressed to: Wisconsin Wing HQ, 2400 Wright Street

Madison, WI 53704

The addresses set forth above shall be effective for all notices to the respective parties until written notice of a change in address is given pursuant to the provisions hereof.

B. **Lessor's Remedies Upon Default.** All rights and remedies herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(a) All rent shall be paid without demand and without any set-off, counterclaim or deduction whatsoever. If Lessee fails to pay the rent as specified in this Lease within five (5) days of due date, Lessee shall be considered in default. If Lessee defaults in the payment of rent, and does not cure the default within twenty (20) days upon receipt of written demand for payment of the rent, or if Lessee defaults in the prompt and full performance of any other provisions of the agreement and does not cure the default within twenty (20) days upon receipt of written notice (unless the default involves a hazardous condition, which shall be cured forthwith if reasonably possible), Lessor may terminate this Lease and shall be entitled to possession of the leased premises which are the subject of this Lease, and Lessor may pursue any or all other remedies as may be available to it under the Lease, with or without process of law, or in law or at equity for any such default, and Lessee shall be liable for any damages resulting from such default.

(b) In the event that Lessee's operations conducted on the leased premises are hazardous or disruptive to the business operations conducted by Lessor on the Airport to the extent that Lessor is unable to conduct its business on the Airport, Lessee shall have 30 days in which to cure such hazard or disruption to the satisfaction of Lessor. Lessee's failure to eliminate the hazard or disruption within 30 days shall be deemed a material breach of this Lease, and Lessor shall have the right to terminate this Lease on 30 days written notice.

(c) Upon any termination of this Lease, whether by lapse of time or otherwise, Lessee shall vacate the leased premises immediately, and have a period of one (1) year from such effective termination date to sell or remove any building or buildings from the leased premises. Any building or buildings not removed within such time shall become the sole property of Lessor for and on behalf of the Menominee Regional Airport.

C. **Interest.** All amounts of money payable by Lessee to Lessor under this Lease, if not paid when due, shall bear interest from the date due until paid at the rate of 18% per annum.

D. **Laws.** The laws of the State of Michigan and the United States of America shall govern the validity, performance and enforcement of this Lease and any amendments.

E. **Severability of Provisions.** If any term, covenant or condition of this Lease or the application of any provision to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Lease shall be valid and be enforced to the maximum extent permitted by law.

F. **Validity of Agreement.** Except as modified above, this Lease shall remain in full force and effect and shall remain binding upon both Lessor and Lessee. This Lease constitutes the whole agreement of the parties, and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

In Witness Whereof, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

LESSOR: Menominee County

By: _____
Gerald Piche, County Board Chair

Dated: _____

LESSEE: Civil Air Patrol, Inc.

By: John a. Salvador

Title: Chief Operating Officer

Dated: 26 April 2019

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EXHIBIT A

MISSION REQUEST

FROM:

TO: HQ CAP National Operations Center

CC: CAP-USAF STATE DIRECTOR

CAP Wing Director of Operations

SUBJECT: Request for

1. Request the use of the Civil Air Patrol (CAP) to
2. The purpose is to comply

3. The following are estimates of required mission support:

Start Date:

Primary Times:

Back up/Weather Dates:

Estimated Number of Monthly sorties:

Estimated Flight Hours:

RON Requirements:

CAP POC:

96 CEG/CEVSNP POC: Name/phone/email

//Signed//

For assistance with this form, or for assistance with making a request for assistance, contact the Civil Air Patrol National Operations Center at: 888-211-1812, ext. 300 or opscenter@capnh.gov.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**MDOT Contract #2019-0400 – Rehabilitate Runway – Airfield Paint Marking Project**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Discussions with MDOT for the Rehabilitation of the Runway and the Airfield Paint Marking project has been finalized within the enclosed contract. County Board is asked to approve the contract.

RECOMMENDED MOTION:
To approve MDOT Contract No. 2019-0400 "Rehabilitate Runway – Airfield Paint Marking Project". The County share of the costs ($3,250) will be paid from the ACIP account, #216-585-970.00

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

CONTRACT NO. 2019-0400
FEDERAL PROJECT NO. B-26-0000-1119

MICHIGAN DEPARTMENT OF TRANSPORTATION

MENOMINEE COUNTY

CONTRACT FOR A FEDERAL/STATE/LOCAL

AIRPORT PROJECT

UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and Menominee County (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Menominee Regional Airport , whose associated city is Menominee , Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated March 29, 2019 attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE RUNWAY - AIRFIELD PAINT MARKING (UNDER 2019 STATEWIDE PROGRAM).

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 12, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.

3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

   Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

   The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:

   a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.

   b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.

6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

   The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

   In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.

9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	$58,500.00
Maximum MDOT Share	$3,250.00
SPONSOR Share	$3,250.00
Estimated PROJECT COST	$65,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

    For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

    MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

    Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

    MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.

17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

    Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

    This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

    The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

    The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

    This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

    This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

MENOMINEE COUNTY

By: _____

Title: County Board Chairman

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____

Title: Department Director

EXHIBIT 1

MENOMINEE REGIONAL AIRPORT
MENOMINEE, MICHIGAN

Project No. B-26-0000-1119
Contract No. FM 84-00-C52
Job No. 205288CON

March 29, 2019

	Federal	State	Local	Total
ADMINISTRATION	$0	$0	$0	$0
DEPARTMENT-AERO	$0	$0	$0	$0
PLANNING	$0	$0	$0	$0
DESIGN	$0	$0	$0	$0
CONSTRUCTION	$58,500	$3,250	$3,250	$65,000
Rehabilitate Runway - Airfield Paint Marking (under 2019 Statewide Program)	$58,500	$3,250	$3,250	$65,000
TOTAL PROJECT BUDGET	**$58,500**	**$3,250**	**$3,250**	**$65,000**

Federal Billing Breakdown:

Bill #1	$46,290	SBGP 9616	Grant Award Date: 8/22/16
Bill #2	$12,210	SBGP 9817	Grant Award Date: 7/24/17

Letting Information: 02/01/19 MDOT Letting

Period of Performance End Date: 12/01/19

MAC Approval: 03/27/19

Quantity Breakdown:

Solid White	**154,351 SFT**
Solid Yellow	**47,605 SFT**
Solid Black	**44,233 SFT**
Surface Hold Signs	**4 EACH**
1 - 9'	
3 - 12'	

ATTACHMENT X

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: Menominee County
3. Recipient's DUNS Number: 05-309-2912
4. Amount of Federal funds: $58,500.00
5. Federal Grant Number(s): SBGP 9616, 9817
6. Grant Award Date(s): 8/22/16, 7/24/17
7. MDOT Project Number: B-26-0000-1119
8. Project Description: Rehabilitate Runway - Airfield Paint Marking (under 2019 Statewide Program).
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106 Federal Aviation Administration Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-096-2016, 3-26-SBGP-098-2017
11. Federal Award Date: 8/22/16, 7/24/17
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 12/01/19
14. Amount of Federal Funds obligated by this action: $58,500.00
15. Total amount of Federal Funds obligated: $58,500.00
16. Total amount of the Federal award: $58,500.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
    Director Kirk Steudle
    Michigan Department of Transportation
    425 West Ottawa Street
    Lansing, MI 48909
19. Is this a Research and Development award? No

20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 12

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CRACK SEALING AND PAVEMENT MARKING FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS CONTRACTS

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the item(s) identified in the body of this Contract as the PROJECT.

2. The DEPARTMENT is authorized to solicit bids and award the contract for the PROJECT in accordance with the DEPARTMENT's "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."

3. The SPONSOR will be billed by the DEPARTMENT following award of this Contract. The amount of the billing will be shown as the local share on the attached Exhibit 1.

   The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved by the DEPARTMENT and the SPONSOR at the time of award of an amendment to this Contract. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.

4. The DEPARTMENT is authorized by the SPONSOR and is responsible for coordinating with the contractor to perform the PROJECT work. The DEPARTMENT or the contractor will contact the SPONSOR a minimum of 48 hours in advance of performing PROJECT work. The DEPARTMENT and its contractor will be authorized to enter upon the airport premises to conduct the PROJECT work. The SPONSOR will issue a NOTAM (Notice to Airman) regarding the PROJECT activity at the airport. Payment of all PROJECT COSTS will be made by the DEPARTMENT.

5. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.

6. Upon completion of the PROJECT and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.

7. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

8. In addition to the requirements of Section 7 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

   The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

10. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

11. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

Appendix B

(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 2, 2014)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanction;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. **Suspension or Debarment.**

The State must:

A. Immediately disclose to the FAA whenever the State:

1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

B. When entering into "covered transactions", as defined by 2 CFR 180.200:

1. Verify the non-federal entity is eligible to participate in this Federal program by:
   a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
   b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
   c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. **Ban on Texting When Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –

i. Is determined to have violated the Prohibitions; or

ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—

1. Associated with performance under this agreement; or
2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

12. Exhibit A Included with Grant Application. The Exhibit "A" updated 4/1/14, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

14. Audits for Public Sponsors.

A subgrantee expending $750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

APPENDIX F

15. System for Award Management (SAM) Registration and Universal Indentifier.

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely indentify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at http://fedgov.dnb.com/webform).

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

APPENDIX F

B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General {OIG} for the U.S. Department of Transportation.

C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4 7 1 2 {b).

E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

17. <u>Land Acquisition.</u>

A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
Airport	**ARFF and SRE : Equipment Acquisition**	**ARFF and SRE EQUIPMENT AND VEHICLES:** The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	**Equipment Replacement such as ARFF and SRE**	**EQUIPMENT OR VEHICLE REPLACEMENT:** The Sponsor agrees that because the Fair Market Value is $5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	**ARFF Equipment - Off-Airport Storage**	**OFF-AIRPORT STORAGE OF ARFF VEHICLE:** The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	**AWOS**	**AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):** The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

[1] Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment. The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.
Airport	**ALP & AIP Funded Construction**	**AIRPORT LAYOUT PLAN**: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	**Lighting - Operation and Maintenance**	**LIGHTING**: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	**Temporary NAVAIDS**	**TEMPORARY NAVAIDS:** The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	**Construction on land not yet acquired/ Good Title**	**NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:** The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	**Construction on land not yet acquired/ Good Title**	**TITLE EVIDENCE**: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
Airport	**DBE Plan**	**DBE PLAN:** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	**Environmental** **(Required for All Projects)**	**ENVIRONMENTAL:** The environmental approval for this project was issued on 1/22/18 This project includes the following mitigation measures: N/A The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	**EMAS**	**EMAS BLOCK PRE-PURCHASE:** The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	**Equipment**	**EQUIPMENT ACQUISITION:** The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	**Equipment - Friction Measuring Device**	**FRICTION MEASURING DEVICES:** The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	**NAVAIDS - ILS** Note that in general, Category I ILS are no longer being installed.	**INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:** The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
	Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	**Fence - Wildlife**	**WILDLIFE FENCE:** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	**Land - Revise Exhibit "A" Property Map**	**UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	**Land acquisition -Future Land**	**FUTURE DEVELOPMENT LAND:** The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	**Master Plan - Coordination**	**COORDINATION:** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
Airport	**NAVAIDS -Operations and maintenance**	**AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:** The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	**New or Replacement Airport**	**SITE SELECTION:** The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	**Non-AIP Utility Proration** **(Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)**	**UTILITIES PRORATION:** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the N/A included in the project must not exceed N/A percent.
Airport	**Utility Relocation**	**UTILITY RELOCATION IN PROJECT:** The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	**Obstruction Removal**	**OBSTRUCTION REMOVAL:** The Sponsor agrees to clear Parcel(s) N/A, as shown on Exhibit "A" Property Map, of the following obstructions: N/A prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.
Airport	**Pavement**	**PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements,

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
Airport	**Pavement Exceeding $500,000**	**PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $500,000:** The Sponsor agrees to: **a.** Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: **(1)** The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. **(2)** Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. **(3)** Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). **(4)** Qualifications of engineering supervision and construction inspection personnel. **(5)** A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. **(6)** Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. **b.** Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. **d.** The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	**Pavement maintenance**	**MAINTENANCE PROJECT LIFE:** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
Airport	**RPZ Acquisition**	**PROTECTION OF RUNWAY PROTECTION ZONE:** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	**RPZ Acquisition**	**PROTECTION OF RUNWAY PROTECTION ZONE:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
Airport	**RPZ Future Acquisition** **(This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).**	**ACQUISITION OF THE RUNWAY PROTECTION ZONE:** Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire N/A in the Runway Protection Zones for runways that presently are not under its control within N/A years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	**VALE equipment**	**LOW EMISSION SYSTEMS:** The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
Airport	**VALE Recharging System**	**RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
Airport or Noise	**Building Allowable Costs (Prorate)**	**BUILDING AIP PRORATION:** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the N/A included in the project must not exceed N/A percent of the actual cost of the entire building.
Airport or Noise	**Noise Land**	**ACQUISITION OF NOISE LAND:** The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	**Noise - Annual Report**	**ANNUAL NOISE REPORT:** As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: **1)** Total noise subgrant funds expended during the fiscal year. **2)** Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). **3)** Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. **4)** Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. **5)** A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. **6)** A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. **7)** Other information as required by the FAA.
All Sponsor Types	**Plans and Specifications**	**PLANS AND SPECIFICATIONS PRIOR TO BIDDING:** The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	**Plans and Specification s Certification**	**PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies,

APPENDIX F

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	**Design-Only Subgrants**	**DESIGN SUBGRANT**: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within **four (4)** years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	**Force account**	**FORCE ACCOUNT:** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.
All Sponsor Types	**Land Acquisition - Revenue and Program Income**	**PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:** The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	**Land acquisition - Relocation**	**UNIFORM RELOCATION ACT:** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	**Noise - mitigation**	**INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:** The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	**Noise Mitigation – Private Land**	**NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:** The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions: 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	**Non AIP work in project**	**NON-AIP WORK IN APPLICATION:** The Sponsor understands and agrees that: 1) the Project includes the planning and/or construction of N/A that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of $N/A, the total allowable cost for purposes of determining federal participation will not exceed $N/A; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed $N/A, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	**Planning Scope of Work**	**PRELIMINARY SCOPE OF WORK:** This Subgrant is made and accepted upon the basis of a **preliminary scope of work.** The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	**Fuel farms**	**FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:** This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type[1]	Type of Project	Special Conditions
		for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	**Revenue Producing Project**	**REVENUE PRODUCING PROJECT:** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	**Land Acquisition**	**LAND ACQUISITION:** The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

Michigan Department
of Transportation
0165 (09/15)

APPENDIX G
PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE

IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO IS THIS THE FINAL INVOICE? ☐ YES ☐ NO

CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				
		$	$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORZIED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Resolution 2019-11 ~ Menominee Regional Airport Official Signatory for the Rehabilitate Runway – Airfield Paint Marking Project – Contract 2019-0400, from the MDOT**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Per the contract with MDOT; under the block program, a resolution is necessary to appoint the authorized signatory for the Rehabilitate Runway – Airfield Paint Marking Project – contract 2019-0400

RECOMMENDED MOTION

To approve Resolution 2019-11 ~ Menominee Regional Airport Official Signatory for the Rehabilitate Runway – Airfield Paint Marking Project – Contract 2019-0400, from the MDOT

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

RESOLUTION 2019-11

MENOMINEE REGIONAL AIRPORT OFFICIAL SIGNATORY FOR THE "REHABILITATE RUNWAY – AIRFIELD PAINT MARKING PROJECT", CONTRACT # 2019-0400, FROM THE MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS, There shall be established in the County of Menominee, State of Michigan, an official signatory for Menominee Regional Airport's "Rehabilitate Runway – Airfield Paint Marking" contract from MDOT, which will be under the direction of the Menominee County Administrator and the Chairman of the Menominee County Board of Commissioners; and

WHEREAS, Commissioner Gerald Piche, as Chairman of the Menominee County Board of Commissioners, is hereby appointed as Official Signatory for this contract for the Menominee Regional Airport, Menominee County, MI; and

THEREFORE, BE IT RESOLVED, that the Menominee County Board of Commissioners appoint Chairman Gerald Piche as Signatory for the Menominee Regional Airport "Rehabilitate Runway – Airfield Paint Marking" contract.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____

Gerald Piche, Chairman, Menominee County Board of Commissioners

_____

Marc Kleiman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MENOMINEE)

I hereby certify that the foregoing is a true and complete copy of Resolution _____ adopted by the County Board of Commissioners of Menominee County at a regular meeting held on _____, 2019, and I further certify that public notice of such meeting was given as provided by law.

_____

Marc Kleiman, County Clerk

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Commercial Operating Agreement – M&M Aviation LLC**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

We have a business interested in providing aeronautical services from our Airport. A copy of the agreement is enclosed within. The board is asked to approve the agreement with M & M Aviation, LLC.

RECOMMENDED MOTION:
To approve a Commercial Operating Agreement with M & M Aviation LLC to provide Airframe and Power Plant Repair/Maintenance and Flight Instruction/Training at the Menominee Regional Airport and to rent space in the Community Hangar for said commercial operation.

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

"Menominee – Where the best of Michigan Begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858
www.menomineecounty.com

Jason Carvion – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839

Menominee Regional Airport

Specialized Aviation Service Operations (SASO) Agreement

Concept: A SASO Agreement provides a limited (usually single service) commercial aviation related service not currently available to the public at the Menominee Regional Airport.

This Specialized Aviation Service Operations Agreement (hereinafter referred to as "SASO") is made between Menominee County (hereinafter called County), a duly organized municipality in the State of Michigan, and the owner and airport sponsor of the Menominee Regional Airport located at 2801 N 22nd Street, Menominee, MI 49858 AND M&M Aviation, LLC located at 2715 N 22nd Street, Menominee, MI 49858, to provide the following services at the Menominee Regional Airport:

Airframe and Power Plant Repair/Maintenance

AND

Flight Instruction/Training

Whereas, the County controls and operates the Menominee Regional Airport for the use and benefit of the public; and

Whereas, M&M Aviation, LLC wishes to operate and to provide an aviation related service as defined above; and

Whereas, the County is willing to approve such operations under the terms and conditions herein:

Now therefore, in consideration of the mutual conditions and covenants contained herein, the parties agree for themselves, successors, legal representative and assignments as follows:

Article I – Term of Agreement

The County agrees to the operation desired by M&M Aviation, LLC for a period of twelve (12) months beginning July 1, 2019 until June 30, 2020, subject to the terms and conditions contained herein. The County and M&M Aviation, LLC may enter into a new agreement if mutually satisfactory terms are negotiated at the time of renewal.

The County shall have the right to terminate this agreement at any time, with or without cause, by serving a written notice by certified mail at least 30 days prior to the date of termination. The written notice shall be sent to the last known address of M&M Aviation LLC. If the County decides to terminate this agreement for any reason under this clause, the County shall refund M&M Aviation LLC a pro rata amount for any rent paid in excess of the date of termination.

M&M Aviation shall have the right to terminate this agreement at any time, with or without cause, by serving a written notice by certified mail at least 30 days prior to the date of termination. The written notice shall be sent to the Menominee County Administrator at 839 10th Avenue, Menominee, MI 49858. If M&M Aviation decides to terminate this agreement for any reason under this clause, M&M Aviation shall pay to the County a pro rata amount for all days up to and including the day of termination. M&M Aviation shall also remove any airplanes and/or equipment from the Menominee Regional Airport prior to the date of termination.

Article II – Leased Premises Rights Granted

The County grants to M&M Aviation, LLC subject to the terms and conditions of this agreement the following rights:

1. Leased Area. Leasehold areas within the Community Hangar located at 2715 N 22nd Street, Menominee, MI 49858 –

    a. Approximately 3,000 sq. ft. of hangar floor space, enough to fit three aircraft in the hangar at all times. The County and M&M Aviation LLC will coordinate during the term of the lease to allow the County to lease/rent remaining floor space and to store County owned equipment.

    b. Approximately 2,000 sq. ft. of office space with bathrooms, which is the lower level of office space available in the hangar consisting of two offices, two bathrooms, parts room, and floor space for tools/equipment.

c. The use of common floor space with prior coordination and approval of the Lead Operations Technician. The use of this space by either party will not interfere with one another's ability to effectively conduct business, and requires coordination by both parties prior to use. The County reserves the exclusive rights to the entire common use floor space of 2715 N 22nd Street, Menominee, MI 49858.

d. Use of ramp space directly in front of the hangar directly to the West of the hangar, and use of as many tie-downs in the ramp area necessary to M&M Aviation LLC as necessary to conduct their business.

2. Space to park a camper on either the North or South side of the Community Hangar or some other location at the Menominee Regional Airport as mutually agreed upon by the Lead Operation Technician and M & M Aviation LLC.

3. The right to use personal equipment or property of any nature incident to the providing of services defined above.

4. The right to use of the Menominee Regional Airport, roads, driveways, gates, ramps, taxiways, and other airport facilities to the extent necessary to provide the services defined above.

Article III – Rents and Payments

1. M&M Aviation, LLC agrees to pay the County $400 per month for the term of this lease. Rent shall be paid on or before the 1st of each month.

2. It is further agreed that if M&M Aviation, LLC shall neglect or fail to pay the rent promptly as specified in excess of thirty (30) days of the due date of said rental payment or fail to comply with any of the conditions and covenants of this agreement for a period in excess of 30 days, then this agreement shall become void and the rights of the SASO terminated hereunder and the said SASO shall be a tenant at will and subject to eviction by legal process, in accordance with the statutes of the State of Michigan.

3. The County is responsible for the heating, electrical, water, and gas utilities supplied to the Community Hangar.

Article III – Building Alterations

1. M&M Aviation, LLC agrees to not make any physical alterations to the leased premises or any facility of the Menominee Regional Airport without the prior written approval of the Lead Operations Technician.

Article IV – Federal, State, and Local Laws

1. M&M Aviation, LLC agrees to abide by all Federal, State, and Local laws, regulations, and rules in the course of their business at the Menominee Regional Airport.

2. M&M Aviation, LLC agrees that it has all the necessary Federal and State permits, certifications, licenses, and insurance necessary to provide the services stated above at the Menominee Regional Airport.

3. M&M Aviation, LLC agrees that it will not provide any other commercial services at the Menominee Regional Airport except those stated above, unless it receives prior approval from the County Administrator.

Article V – Insurance

1. M&M Aviation, LLC shall obtain sufficient insurance to legally conduct its operations and shall defend, indemnify, and hold harmless Menominee County, the Menominee Regional Airport, and its officers, agents, and employees from and against any and all claims, demands, suits, and judgements that may be attributed to the negligent acts or omissions of Menominee County, the Menominee Regional Airport, its officers, agents, or employees.

2. Menominee County, the Menominee Regional Airport, its officers, agents, and employees shall in no way be liable for any damage resulting from any acts or negligence on the part of M&M Aviation, LLC or its officers, agents, or employees and shall in no way be liable for any damages resulting from any negligent acts on the part of Menominee County, the Menominee Regional Airport, its officers, agents, and employees.

3. M&M Aviation, LLC shall obtain adequate liability insurance for the type of business conducted, with the following coverages and minimum limits:

   a. General Liability - $1,000,000

   b. Product Liability - $1,000,000

   c. Hangarkeepers - $100,000 per aircraft/per occurrence

4. M&M Aviation, LLC shall name Menominee County and the Menominee Regional Airport as an additional-insured party on their insurance policy.

5. M&M Aviation, LLC shall provide any insurance required to comply with Federal and State labor laws, including worker's compensation insurance, if applicable.

6. Neither Menominee County, the Menominee Regional Airport, nor M&M Aviation, LLC shall be liable to the other or any person claiming through the other by right of subrogation or otherwise for any damage either to premises (including Airport facilities) from fire or any casualty usually included in so-called standard "existing coverage" endorsements as contained in fire insurance policies issued in the State of Michigan, whether or not such damage was caused by the negligence of either party, their respective agents, officers, and employees or others except to the extent any such waiver of subrogation may be prohibited by any party's own insurance or would serve to invalidate any party's insurance.

7. M&M Aviation, LLC shall obtain and maintain continuously in effect at all times during the term of this Agreement at the sole expense of M&M Aviation, LLC including general liability, products liability, and hangar insurance at the limits required by Menominee County from any insurance carrier licensed to do business in the State of Michigan. Menominee County and the Menominee Regional Airport shall be listed as additional-insured on all of M&M Aviation, LLC's insurance policies.

8. M&M Aviation, LLC shall furnish to the County certificates of insurances as evidence that the required coverage is in effect at least 10 days prior to the commencement of operations by M&M Aviation, LLC. Such certificates shall provide that the County and Menominee Regional Airport be given 30 days notice, in writing, prior to any modifications or termination of said coverage.

9. M&M Aviation, LLC further covenants and agrees that it will not hold Menominee County, the Menominee Regional Airport, or any of its agents, officers, or employees responsible for any loss due to fire, theft, rain, windstorm, hail, or any other cause whatsoever, whether said cause be the direct, indirect, or merely contributing factor in producing loss to any airplane, automobile, personal property, parts, or surplus that may be located in the leased premises, the Community Hangar, offices, aprons, ramps, field, or facility of the Menominee Regional Airport; and M&M Aviation, LLC agrees that any aircraft and its content stored in the Community Hangar or on Menominee Regional Airport property is done so at their own risk.

Article VI – General Terms and Conditions

1. M&M Aviation, LLC shall not lease, assign, hypothecate, or transfer this agreement to any other party without the written consent of Menominee County by and through the Menominee County Board of Commissioners.

2. M&M Aviation, LLC shall not sublease any portion of the leased premises to any other party without the written consent of Menominee County by and through the Menominee County Board of Commissioners.

3. M&M Aviation, LLC shall not provide any other commercial operation besides those stipulated in this SASO without the written consent of Menominee County by and through the Menominee County Board of Commissioners.

4. Fuel, other flammables, explosives, or other potentially hazardous materials may not be stored in bulk within the hangar unless stored in NFPA and OSHA approved flammable cabinets and containers in accordance with all Federal, State, and Local laws governing such storage. No aircraft shall be refueled inside of the Community Hangar.

5. M&M Aviation, LLC agrees to accept all facilities on the leases premises on an "as is basis."

6. M&M Aviation, LLC assumes all liability for aircraft in their possession.

7. M&M Aviation, LLC agrees to absolve Menominee County, the Menominee Regional Airport, its agents, officers, and employees from any liability when the same are moving aircraft at M&M Aviation, LLC's request.

8. M&M Aviation, LLC hereby gives and grants to the County a lien upon all fixtures, chattels, and personal property of every kind and description now or hereafter to be placed, installed, or stored by M&M Aviation, LLC at the Menominee regional Airport; and further agrees that in the event of any failure on the part of any default continuing for sixty days of any specified rent, the County may take possession of all and sell the same in any maneuver provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by the County, without prejudice to further claims thereafter to arise under the terms hereof.

9. The County shall have the right to enter the premises at any time for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the leased premises.

10. M&M Aviation, LLC agrees to provide the County with an up-to-date list of the names of employees employed by M&M Aviation, LLC and have access to the leases premises.

11. M&M Aviation, LLC hereby acknowledges receipt of a copy of this agreement and agrees to abide by all Federal, State, and Local rules and regulations, present and future, as amended.

12. Any modification of the leases premises must be pre-approved, in writing, by the Lead Operations Technician and will become a permanent addition to the hangar.

mmd

Article VII – Laws and Regulations

M&M Aviation, LLC agrees to observe and obey, during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by the County pertaining to the Menominee Regional Airport, now or hereafter in effect. M&M Aviation, LLC will observe all Federal, State, and local laws, including rules and regulations of Federal and State aeronautical authorities, or other boards and agencies.

Article VIII – Hold Harmless

M&M Aviation, LLC agrees to hold the County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of M&M Aviation, LLC, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

Article IX – Quiet Enjoyment

So long as M&M Aviation, LLC conducts its business in a fair, reasonable and workmanlike manner, Lessee shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

Article X – Title VI, Civil Rights Assurances

M&M Aviation, LLC for itself, its personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that M&M Aviation, LLC shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination, in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate this agreement and to re-enter and repossess the land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

mad

Article XI – Affirmative Action

M&M Aviation, LLC assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. M&M Aviation, LLC assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. M&M Aviation, LLC assures that it will require that its covered sub-organizations provide Assurances to the County that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Article XII – Non-Discrimination

M&M Aviation, LLC, as required by law, shall not 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. M&M Aviation, LLC shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC Sec. 12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement, and in the event M&M Aviation, LLC is found not to be in compliance with this section, the County may terminate this Agreement, effective as of the date of delivery of written notification to M&M Aviation, LLC.

Article XIII – Subordination Provision

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States or the State of Michigan, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport. Furthermore, this Agreement may be amended to include provisions required by those agreements with the United States or the State of Michigan, without the consent of M & M Aviation, LLC.

Article XIV – Interest

All amounts of money payable by M&M Aviation, LLC to the County under this Agreement, if not paid when due, shall bear interest from the date due until paid at the rate of 18% per annum.

Article XV – Laws

The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement and any amendments.

Article XVI– Severability of Provisions

If any term, covenant or condition of this Agreement or the application of any provision to any person or party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons, parties or circumstances other than those held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Agreement shall be valid and be enforced to the maximum extent permitted by law.

Article XVI– Validity of Agreement

Except as modified above, this Agreement shall remain in full force and effect and shall remain binding upon both the County and M&M Aviation, LLC. This Agreement constitutes the whole agreement of the parties, and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

In Witness Whereof, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

M&M Aviation, LLC

Mark Yankovich, Owner — Date: 05-07-19

Susan Yankovich, Owner — Date: 05·07·19

WITNESS

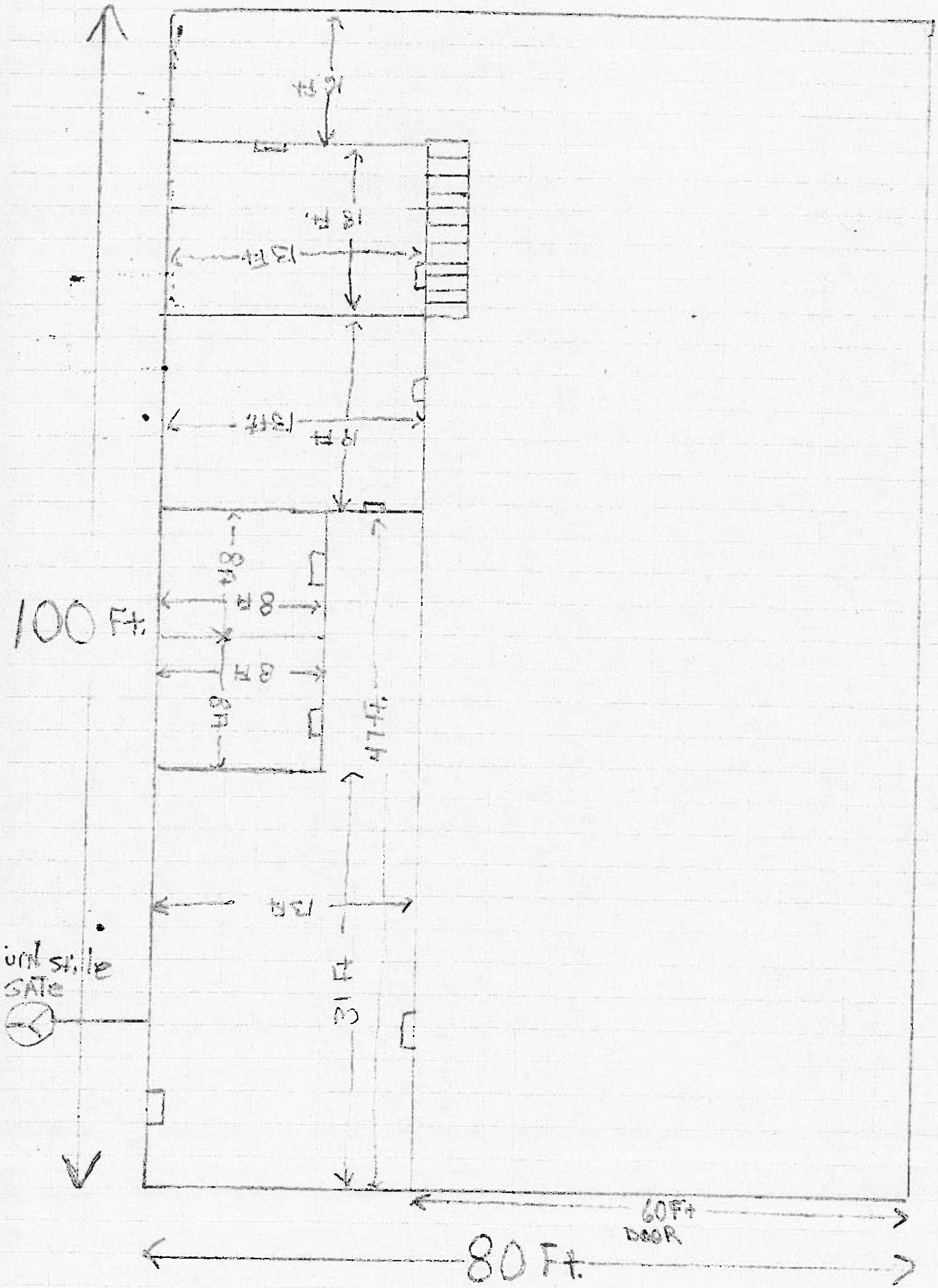
Signature:

Printed: Gerald D. Cappock

Date: 05-07-19

Menominee County

Gerald Piche, County Board Chairman — Date



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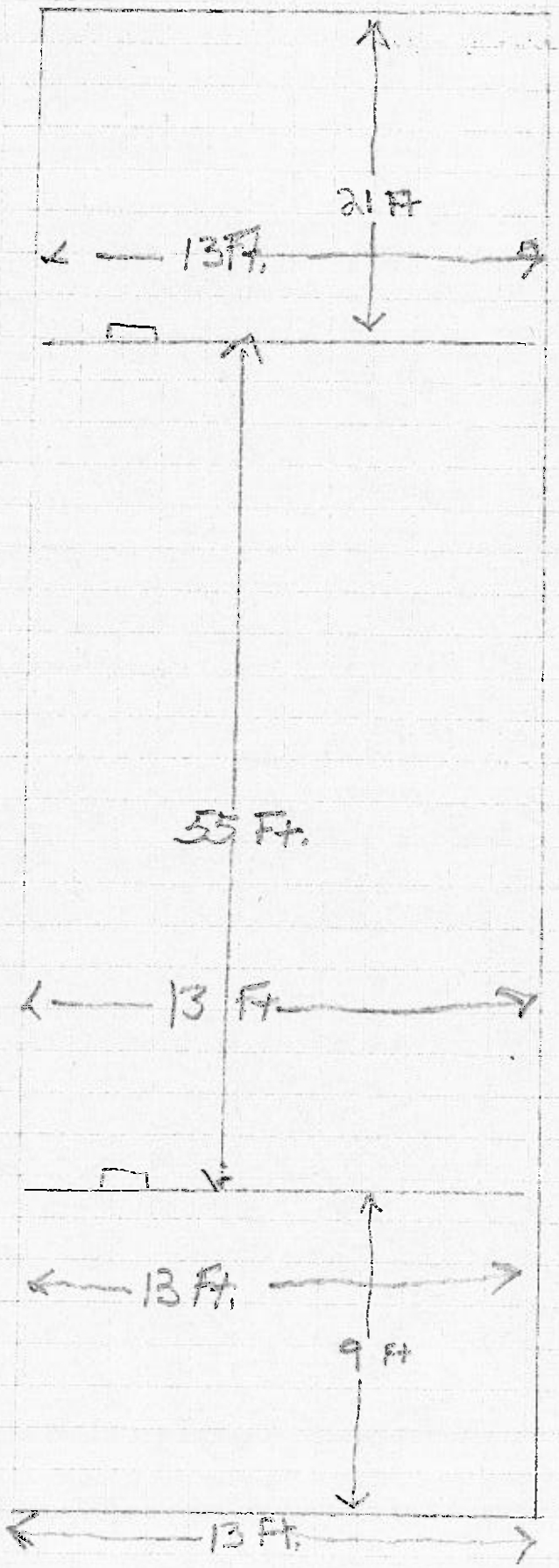
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To: **Jason**

Fax: 9068638839

From: **Sandra O'Connor**

Fax: 9067899124

Email: sro@garceauins.com

Message:

Subject: M&M Aviation

Current policy attached.

Thank You,
Sandi OConnor

Commercial Lines Agent
sro@garceauins.com | www.garceauins.com
Phone: 906.789.0900|Fax: 906.789.9124 |Text: 906.346.1859

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Date and time of transmission: 5/1/2019 2:23:19 PM EST

Number of pages including this cover sheet: 4

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

POLICY NUMBER: NAF6017864 RENEWAL OF: NEW

Endurance American Insurance Co.
A Stock Company
Wilmington, DE

ISSUED BY

W. BROWN & ASSOCIATES INSURANCE SERVICES

Proud to Have You As a Customer Since 2013

Insurance under this policy is provided by Endurance American Insurance Co., hereafter referred to as "the Company".

In consideration of the payment of the premium and subject to the terms and conditions hereinafter set forth, the Company agrees to provide insurance as follows:

ITEM 1. NAMED INSURED & ADDRESS
M&M Aviation, LLC and Mark Yankovich
2910 Airport Rd.
Escanaba, MI 49829

PRODUCER NAME & ADDRESS
Aviation Insurance Managers, Inc.
11650 Cleveland Ave. NW
Uniontown, OH 44685

ITEM 2. POLICY PERIOD: FROM July 1, 2018 TO July 1, 2019
12:01 AM Standard Time at the address in ITEM 1.

ITEM 3. Type of Coverage In return for payment of the premium and subject to all of the terms of the policy, we agree with you to provide the insurance stated in this policy

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal Injury & Advertising Injury Aggregate Limit	$1,000,000
Each Occurrence Limit	See Attached
Fire Damage Limit (Any One Fire)	See Attached
Medical Expense Limit (Any One Person)	See Attached
Hangarkeepers' Each Loss Limit	See Attached
Hangarkeepers' Each Aircraft Limit	See Attached
Hangarkeepers' Deductible Each Occurrence	See Attached

ITEM 4. Location of aviation premises owned, rented to or occupied by the Named Insured at the beginning of the Policy Period: See attached.

ITEM 5. Business of the Named Insured: Fixed Based Operator

ITEM 6. PREMIUM

Premium Subtotal:	$6,000.00
Total Premium due at Inception:	$6,000.00

Endorsements forming a part of this policy on effective date in Item 3 are: NAC-70-1215, NAF2000 END07 (1215), NAF2000 END44 (1215), NAX-99-1215, NAF2000 END35 (1215), NAX-99-1215, NAF2000 END36 (1215), NAF2000 END06 (1215), NAF2000 END22 (1215), NAX-06-1215, NAF2000 END48 (1215), NAF2000 END29 (1215), NAF2000 END50 (1215), IL 1201 0115, IL 1313 0115, NAX-100MI-1215, NAF2000 END37 (1215).

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POLICY NO.: NAF6017864 ATTACHED TO DECLARATION PAGE (NAF2000 (1215))

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof, signed by W. Brown & Associates Insurance Services (hereinafter called the Aviation Managers); nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change in any part of this policy.

DATE ISSUED: July 16, 2018

APPROVED BY: W. Scott Brown

W. Brown & Associates

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POLICY NO.: NAF6017864 ATTACHED TO DECLARATION PAGE (NAF2000 (1215))

SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

Delta County Airport, Escaba, MI
Including those airport premises necessary and incidental to the Aviation Operations of the Named Insured.

Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal Injury & Advertising Injury Aggregate Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Limit (Any One Fire)	$100,000
Medical Expense Limit (Any One Person)	$5,000
Each Occurrence	$25,000
Hangarkeepers' Each Loss Limit	$100,000
Hangarkeepers' Each Aircraft Limit	$100,000
Hangarkeepers' Deductible Each Occurrence	As Endorsed

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MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Telecommunications System Consultation Proposal ~ Phase 2**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Abilita has completed phase 1 of the Telephone system upgrade (Discover/Define strategic plan).
Now we go to phase two (Develop phase, including RFP process).
The board is asked to approve moving on to Phase two of the project.

RECOMMENDED MOTION:

To approve Phase 2 of the Telecommunications System Consultation proposal from Abilita. Cost of Phase 2 in the amount of $3,000 (+ travel and incidental expenses, if any) will be paid from account #101-103-970.19.

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

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Process Methodology 7

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Terms of Engagement 11

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Telecommunications System Consultation Proposal For:

Menominee County

April 17, 2019
(Revised – Phase 2)

Presented by:

Paul Anker, Dan Aylward

ABILITA®
Independent Communications Expertise

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ABILITA

EXECUTIVE OVERVIEW

Abilita is pleased to submit its proposal to provide consulting services for Menominee County. We propose assisting in the procurement of a phone system solution as requested in discussions with the County recently. Based on our discussions and Abilita's evaluation we understand the following:

- Current phone system is over 10 years old and at "end of life". There are concerns about ongoing maintenance, parts availability and is difficult to administer.
- Connectivity to remote locations at the County has been established with the installation of fiber to the main County locations. A new phone system would allow the County to take better advantage of this network and provide the option of advanced features such as Unified Communications for these locations.
- There is interest in Voice over IP (VoIP) that would make it easier to tie the various sites in the County together. The County can evaluate VoIP on a Hosted (Cloud Based) or Premise Based (similar to what you have today).

The benefits of using Abilita to guide the County through the phone system Request for Proposal (RFP) process include:

- User group and management interviews will help ensure that the County gets what it needs in a phone system – no more and no less.
- Abilita currently has a working relationship with the County and is familiar with telecommunications services. In fact, Abilita was initially engaged by the County in 2015 and has **uncovered approximately $150,000 in savings over the years!**
- Abilita has the technical expertise in telecommunications equipment and services, as well as comprehensive understanding of the vendors' rates and services
- An independent, unbiased analysis will assist the County in understanding true cost alternatives to maximize Return of Investment..
- A detailed RFP will remove significant uncertainty from the vendors' perspective in determining what Menominee County requires
- Abilita will identify suitable vendor choices and put pressure on vendors to respond with an economical solution.
- Abilita will deliver an "apples to apples" comparison for the County's review.
- The competitive environment of an RFP and the resulting reduction in purchase price will more than cover the consulting fees paid.

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ABILITA

In delivering our consulting services we will use a 3-phase approach.

- Phase 1 - Discover and Define **Completed**
- **Phase 2 - Develop**
- Phase 3 – Deploy

These phases are detailed in our Process Methodology section on page 7 and in the Project Stages section.

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ABILITA

EXPERIENCE & QUALIFICATIONS

Abilita has approximately 15 Consultants across the United States and Canada with diverse backgrounds in:

- Telecommunications systems technologies
- Voice, data, Internet, and wireless services
- Broadband and data networking
- Traffic studies and network design
- Telecommunications security, disaster recovery and service continuity
- Strategic planning and corporate development
- Project management
- Telecommunications engineering, operations, and administrative support

We have undertaken hundreds of major projects from coast to coast. Our Consultants also offer the benefit of their familiarity and broad knowledge of the region.

The value of Abilita's services is not only linked to the expertise of our Consultants in the telecommunications industry but to their experience in other related fields. In a world where new operating models are in continual development, dynamic, progressive solutions evolve from a blend of alternative approaches and conventional wisdom. This approach is the cornerstone of success for Abilita, which we have shared with many of our clients.

Our success as a consulting organization lies in our ability to formulate practical and realistic strategies and solutions in direct response to our clients' needs. Our approach hinges on our ability to listen and thoroughly understand an organization's requirements to develop solutions that fit the organization. Understanding our clients also allows us to focus our efforts on the task at hand by building from work that has already been completed, and spending less time re-crafting analyses and decisions that have already been made. We focus our efforts by completing the assignment within a framework that provides the highest degree of value.

During the course of our other assignments. Abilita has earned a reputation for a high degree of professionalism, quality, thoroughness, objectivity and technical competence, which we continually strive for through each of our engagements. We have also developed a track record of flexibility and adaptability by being able to respond quickly to adjustments in scope and direction of a project, as specific needs dictate.

With hundreds of hours of combined telecommunications planning and management experience, the Abilita consulting team has grown to specifically address the changing needs of municipalities. We have the proven ability to restructure the management of telecommunications functions within organizations. Abilita stands behind every project that it is assigned and will accept full responsibility & accountability to see that it is executed to our client's satisfaction.

Abilita was established in 2004, in Dallas, Texas, when a group of Consultants separated from another Consulting Firm to form their own organization. Across North America, Abilita has been providing professional advice to its clients since inception. Abilita is one of the largest independent telecom consulting companies in North America, with offices from coast to coast. Each Abilita office is owned and operated by a Strategic-Partner. Abilita Consultants are independent of all telecommunications companies and do not receive commissions, residuals, referral fees or "kickbacks" from any telecommunications vendors or suppliers. Therefore, the professional services provided to clients are designed to be the best solutions to meet only the clients' needs.

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ABILITA

Experience Summaries for the Assigned Team Members are as follows:

Paul Anker

Paul Anker offers over thirty seven years of telecommunications expertise, all of which have been spent in the areas of Consulting and Technical Sales. His responsibilities have included assisting clients in evaluating their communications needs, develop long-term communications strategies and procure various telecommunications services and systems. Mr. Anker managed the Telecommunications Consulting practice at a regional accounting & consulting firm where he prepared and evaluated bid specifications for voice and data solutions at school systems, cities, a county, colleges and private industry. He coordinated installations of various multi-site clients, including telecommunications system contract negotiation, network evaluation and implementation.

He has conducted billing audits of telecommunications bills that have resulted in significant one-time and annual savings. In addition, he has significant experience with Contact Center and Enterprise VoIP solutions including multimedia queuing, speech-enabled IVR, outbound predictive dialing, workforce management, quality monitoring & recording and Unified Communications. Paul has a bachelor's degree in Business and Psychology from Hope College and an MBA in Marketing from The University of Michigan.

Dan Aylward

Dan is an experienced Senior Consultant in DeWitt, MI. He has over 17 years telecommunications experience with voice and data services as well as a BA in Telecommunications from Michigan State University. As an Abilita consultant he has assisted multiple organizations in Michigan and currently manages over $5M in annual telecommunications expenses for primarily nonprofit organizations

Some of Mr. Aylward's accomplishments are:

- Recognized as a Subject Matter Expert and Speaker to CCMI's Voice Report, Michigan Finance Government Officers Association, Michigan Nonprofit Association, Michigan Association of Counties, interviewed by Michigan Radio and current Board Member of Abilita Inc
- Previous job functions as a Telecommunications Manager in an East Lansing Bank, Account Coordinator at a telecommunications company and Contractor for the State of Michigan has developed Dan's skill set in project management: lead installation, changes and call center development and reporting
- Post sales installation manager: lead installation, changes and disconnects for all WAN, Frame Relay, Internet, Long Distance, Audio Conferencing, Managed Router, Web and E-mail Hosting
- Certified in AOTMP Data Service Analysis, Avaya Traffic Management overview; Definity ECS G3 Administration, Avaya Intuity Messaging Solutions, Avaya Definity ECS World Class Routing and an active member of the Society of Communications Technology Consultants

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ABILITA

PROCESS METHODOLOGY

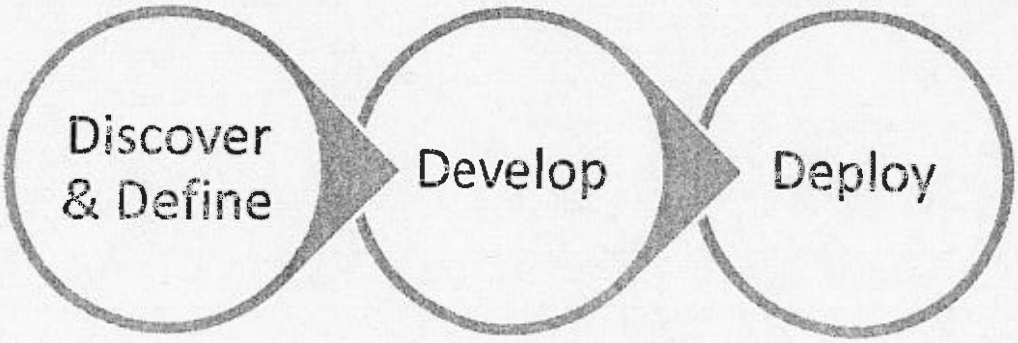
Abilita employs a three-stage, systematic, approach for implementing all telecom engagements. The approach uses documentation tools and dedicated resources to ensure that Abilita is in sync with the County during the entire duration of the project.

During the **Discover and Define** stage, Abilita further develops an understanding of Menominee County's requirements and begins to collect the necessary information required to begin the analysis and optimum configuration for least cost solutions or project-based deliverables. This discovery activity culminates with a Project Plan that provides the basis for moving forward with the project.

Documents are produced which define the project in progressively greater detail. These documents serve, as the project "blueprint" to support the work required for the Development stage.

The **Development** stage will result in the development and presentation of the findings and other identified deliverables associated with Expense Reduction or Project-based deliverables identified for the client. Abilita will only implement these recommendations upon authorization by the client.

The **Deployment** stage consists of the implementation of the project and is the final stage of the initial cycle of deliverables.



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ABILITA

PROJECT STAGES

The following table identifies the proposed stages that would be completed throughout the term of this engagement and the responsibilities each of the players would need to fulfill.

STAGES	RESPONSIBILITIES	DELIVERABLES
PHASE 1 (DISCOVER & DEFINE)		
Conduct user group meeting – staff and management	Menominee County to identify different representatives for a user group; Abilita to facilitate meeting and review summary material with management	Summary of departments use and need of phone system
Review Current Phone System & Circuit configuration	Abilita to review current phone system features, phone lines and discuss future feature needs with management.	
Deliver Plan in Requirements Document	Abilita to document needs identified previously, and using our industry knowledge, lay out a plan for implementing the next phone system	Plan includes network services, and hardware options (not including specific vendors)
Discussion of Strategic Plan with County management	Abilita will assist in planning the next steps	

Completed

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ABILITA

STAGES	RESPONSIBILITIES	DELIVERABLES
PHASE 2 (DEVELOP)		
Create Request for Proposal	Abilita to create specifications & final RFP document and review it with the County personnel for approval	RFP document
Deliver RFP to selected vendors	Abilita to invite appropriate vendors to respond to RFP and answer any questions that vendors might have about the RFP document	
Conduct pre-proposal conference ("walk through")	Abilita to coordinate an on-site meeting with interested vendors to review key RFP components and answer any site related questions	
Analyze responses	Abilita to analyze responses and discuss responses with respondents to clarify	Comparison chart
Coordinate vendor presentations	Abilita to perform a preliminary evaluation of responses and recommend two finalists to present their solutions to Menominee County	Vendor presentations (on-site)
Perform vendor due diligence	After narrowing down the responses Abilita will follow up on vendor references for quality assurance purposes	
Recommend solution and vendor	Abilita will recommend a solution and vendor for the County's consideration	

STAGES	RESPONSIBILITIES	DELIVERABLES
PHASE 3 (DEPLOY)		
Oversee phone system solution implementation	Abilita will act as a liaison between selected vendor and Menominee County to ensure an acceptable implementation plan is presented and that implementation follows the plan. In addition, Abilita will assist with system design and oversee issue resolution.	Implemented solution

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ABILITA

PROJECT PRICING

Phase 1 – Discover / Define, including a Telecommunications Strategic Plan will be $4,500 plus travel and incidental expenses. **Completed**

Phase 2 –Develop Phase, including the RFP process, will be $3,000 plus travel and incidental expenses.

Phase 3 – Fees for solution deployment are estimated in the range of $1,500 - $2,000 for budgetary purposes only. The fees are contingent on the solution the County approves. Fees will be charged at Abilita's discounted rate of $175/hour plus travel and incidental expenses.

Payment terms for Phase 1 will be 10% ($450.00) upon signing our engagement letter and monthly billings based on hours utilized.

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ABILITA

TERMS OF ENGAGEMENT

1. The Client, Menominee County, hereby authorizes Abilita to review its telecommunications system and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.

2. Statements not paid prior to the due date shall be subject to an interest charge of 1.5% per month, compounded monthly. A charge of $50 will be issued for any check tendered by customer and returned unpaid by a financial institution. Calculated savings shall be offset by the amount spent by Client to purchase systems or hardware recommended by Consultant.

3. Limitation of Liability. Consultant's pricing reflects the allocation of risk and limitation of liability specified in this paragraph. Consultant's total liability to Client under this Agreement or based on any other cause of action (tort, statute, or otherwise) relating in any way or to any degree to its performance hereunder, for damages, costs and expenses, shall not exceed $10,000 or the compensation received by Consultant under this Agreement, whichever is less. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

4. If the client fails to pay invoices according to the terms of this Agreement, it will be responsible for the payment of all costs of collection, including, without limitation, court costs, attorney fees and related expenses. The client agrees to jurisdiction and venue in Clinton County, Michigan.

Menominee County accepts the terms of the above quote and hereby authorizes Abilita to complete Phase 2 of the Project.

Signature	Date	Title

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ABILITA

REFERENCES

Select Engagements where Abilita assisted on phone system selection:

City of Sault Ste.Marie
Bonnie Raffaele
(906) 632-5704
braffaele@saultcity.com

City of Monroe
Ed Sell
(734) 384-9133
edward.sell@monroemi.gov

Manistee County:
Lisa Sagala
(231) 398-3501
lsagala@manisteecountymi.gov

Benzie County:
Mitch Deisch
(231) 882-0558
mdeisch@benzieco.net

City of Grandville
Tammy Hopman
(616) 530-4970
hopmant@cityofgrandville.com

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Jason Carviou

From: Edward Sell <edward.sell@monroemi.gov>
Sent: Friday, May 03, 2019 11:20 AM
To: Jason Carviou
Subject: Re: Abilita References

i've worked with Dan Aylward and Paul Anker for many years. They are really excellent at what they do and are valuable to have on your team. We used them for a telephone system replacement for the City of Monroe about 2 years ago and we've been very happy with the results.

On Fri, May 3, 2019 at 11:50 AM Jason Carviou <JCarviou@menomineeco.com> wrote:

Good Morning,

Menominee County is working on a project to install new VOIP phones in our County facilities. We have been working with Paul Anker and Dan Aylward from Abilita to create a needs assessment, but we are now looking at moving into Phase 2 of the project – drafting an RFP and receiving proposals. Abilita has listed your contact information as references for their company.

I was hoping you could take a few minutes out of your busy schedules to share your experiences of working with Abilita on your own phone projects and if you would recommend Menominee County bringing Abilita on board to manage the rest of our project. Any information you may provide will be greatly appreciated. Thank you!

Sincerely,

Jason Carviou

County Administrator

Menominee County, MI

Phone: (906) 863-7779

Fax: (906) 863-8839

Email: JCarviou@menomineeco.com

Website: http://www.menomineecounty.com/

Jason Carviou

From: Tammy Hopman <hopmant@cityofgrandville.com>
Sent: Friday, May 03, 2019 11:19 AM
To: Jason Carviou
Subject: RE: Abilita References

Abilita saved the City lots of time and money! We used them as a consultant for our VOIP system and to review our billing. I would recommend Abilita.

From: Jason Carviou [mailto:JCarviou@Menomineeco.com]
Sent: Friday, May 03, 2019 11:50 AM
To: braffaele@saultcity.com; edward.sell@monroemi.gov; lsagala@manisteecountymi.gov; mdeisch@benzieco.net; Tammy Hopman
Subject: Abilita References

Good Morning,

Menominee County is working on a project to install new VOIP phones in our County facilities. We have been working with Paul Anker and Dan Aylward from Abilita to create a needs assessment, but we are now looking at moving into Phase 2 of the project – drafting an RFP and receiving proposals. Abilita has listed your contact information as references for their company.

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Sincerely,

Jason Carviou
County Administrator
Menominee County, MI
Phone: (906) 863-7779
Fax: (906) 863-8839
Email: JCarviou@menomineeco.com
Website: http://www.menomineecounty.com/

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Jason Carviou

From: Bonnie Raffaele <braffaele@saultcity.com>
Sent: Friday, May 03, 2019 10:55 AM
To: Jason Carviou; edward.sell@monroemi.gov; lsagala@manisteecountymi.gov; mdeisch@benzieco.net; hopmant@cityofgrandville.com
Subject: RE: Abilita References

I absolutory would recommend you hiring Abilita. They help our city for years and we too just switched to VoIP with the help of Abilita. Great company.
Bon

Bonnie Raffaele B.A.---IT Director
City of Sault Ste Marie
Sault Ste Marie, MI 49783
906-632-5704
braffaele@saultcity.com
www.saultcity.com

Visit our facebook page https://www.facebook.com/SSMCity

From: Jason Carviou [mailto:JCarviou@Menomineeco.com]
Sent: Friday, May 3, 2019 11:50 AM
To: braffaele@saultcity.com; edward.sell@monroemi.gov; lsagala@manisteecountymi.gov; mdeisch@benzieco.net; hopmant@cityofgrandville.com
Subject: Abilita References

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Sincerely,

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Miscellaneous Bills**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Miscellaneous bills paid on April 10 & 17, 2019 in the combined amount of $103,390.90

RECOMMENDED MOTION:

Motion to approve miscellaneous bills as paid on April 10 & 17, 2019 in the combined amount of $103,390.90

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Miscellaneous Bills Account Number List

General Fund Expenditures

101-101 Board of Commissioners
101-103 Other Legislative
101-131 Circuit/Family Court
101-132 Family Court
101-136 District Court
101-141 Friend of Court
101-148 Probate Court
101-150 Jury Commission
101-172 County Administrator
101-192 Board of Canvassers
101-211 Legal
101-215 County Clerk
101-253 County Treasurer
101-257 Equalization
101-261 MSU Extension
101-262 Elections
101-265 Buildings & Grounds
101-267 Prosecuting Attorney
101-268 Register of Deeds
101-275 Drain Commissioner
101-301 Sheriff Department
101-331 Marine Law
101-332 Snowmobile Law
101-334 Off-Road Recreational Vehicle
101-335 ATV Education
101-401 Planning Commission
101-402 Brownfield Authority
101-426 Emergency Management
101-526 Waste Management
101-601 Health & Welfare
101-648 Medical Examiner
101-681 Vets Burial & Relief
101-682 Veterans Affairs
101-728 Economic Development
101-997 Appropriations
101-999 Operating Transfers

Special Revenue Funds

205 Road Patrol
206 Sheriff Work Van
208 County Parks
215 Friend of Court
216 Airport
220 Park Improvements
243 Remonumentation
249 Building Code
256 ROD - Automation Fund
260 MI Indigent Defense Counsel (MIDC)
263 Pistol Licensing
264 Local Corrections Officers Training
265 Drug Law Enforcement Forfeiture
266 E911
269 Law Library
271 County Library
274 MSHDA- County
277 LEPC
280 Inmate Canteen fund
281 K-9
282 Justice Training (PA302)
285 Senior Citizens
286 Medical Marijuana Grant
289 SOM Salvage Vehicle Title Inspections
292 Child Care/Special Child care funds
296 Juvenile Diversion-Teen Court/Beautification
401 3-Way Road
516 DTRF-Delinquent Tax Revolving Fund
517 DTRF-PA 123 Foreclosure

04/10/2019 01:06 PM
User: jessicaw
DB: Menominee County

CUSTOM INVOICE REPORT FOR COUNTY OF MENOMINEE
EXP CHECK RUN DATES 04/10/2019 - 04/10/2019
UNJOURNALIZED
OPEN

APPROVED
APR 10 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: BERGER CHEVROLET				
307837	2019 Chevy Tahoe	101-301-970.00	24,961.00	36,961.00
		~~205-000-441.00~~	12,000.00 - 2% Grant	
		205-315-934.03		
TOTAL VENDOR BERGER CHEVROLET				36,961.00
VENDOR NAME: M.A.C.V.C.				
Registration	2019 Spring Conference (M. Dellisse)	101-682-802.00	65.00	65.00
TOTAL VENDOR M.A.C.V.C.				65.00
VENDOR NAME: SAM'S CLUB MC/SYNCB				
Credit Card	Inmate Supplies	101-301-742.00	78.81	958.95
		101-301-755.00	59.60	
		101-301-770.00	712.64	
		101-332-755.00	107.90	
TOTAL VENDOR SAM'S CLUB MC/SYNCB				958.95
GRAND TOTAL:				37,984.95

APPROVED

APR 15 2019

CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: ABILITA				
190412	Phase 1 - Phone System Upgrade	101-103-970.19	1,500.00	1,500.00
TOTAL VENDOR ABILITA				1,500.00
VENDOR NAME: ADE INCORPORATED				
47895	SALCE Assessment Forms	101-136-755.00	150.00	150.00
TOTAL VENDOR ADE INCORPORATED				150.00
VENDOR NAME: AIRGAS NORTH CENTRAL				
9087124947	Oxygen	205-315-755.00	20.58	20.58
TOTAL VENDOR AIRGAS NORTH CENTRAL				20.58
VENDOR NAME: AT&T - CAROL STREAM, IL				
906753220904	Telephone Services	101-103-850.00	229.24	229.24
906753458204	Telephone Services	208-751-850.00	52.46	52.46
TOTAL VENDOR AT&T - CAROL STREAM, IL				281.70
VENDOR NAME: AT&T MOBILITY				
287252150867	906-792-0211 & 906-792-5968	101-132-850.00	71.48	71.48
TOTAL VENDOR AT&T MOBILITY				71.48
VENDOR NAME: AUTOMOTIVE SUPPLY CO.				
080443859	Airport - Oil Change	216-585-742.00	36.51	36.51
TOTAL VENDOR AUTOMOTIVE SUPPLY CO.				36.51
VENDOR NAME: BAY AREA MEDICAL CENTER, INC.				
27788	Parks - PreEmployment Physical	208-751-801.01	113.00	113.00
TOTAL VENDOR BAY AREA MEDICAL CENTER, INC.				113.00
VENDOR NAME: BIG O'S LUBE AND SERVICE, INC.				
2760	Vehicle Maintenance - 16 Ford Explorer	205-315-934.02	38.10	38.10
TOTAL VENDOR BIG O'S LUBE AND SERVICE, INC.				38.10
VENDOR NAME: BLUETARP FINANCIAL, INC.				
F12357	Road Patrol Supplies	205-315-755.00	31.91	31.91
F12439	Road Patrol Supplies	205-315-755.00	104.94	104.94
F12382	Inmate Medical Supplies	101-301-770.01	5.10	5.10
TOTAL VENDOR BLUETARP FINANCIAL, INC.				141.95
VENDOR NAME: BODY WORKS PLUS, LLC				
M269031	LED quad light	205-315-934.02	127.20	127.20
TOTAL VENDOR BODY WORKS PLUS, LLC				127.20
VENDOR NAME: BP				
55808713	Road Patrol Gasoline Sales	205-315-742.00	753.16	753.16
TOTAL VENDOR BP				753.16
VENDOR NAME: CEDAR RIVER PLAZA				
MECO3/31/19	Road Patrol Gasoline Sales	205-315-742.00	32.76	32.76
TOTAL VENDOR CEDAR RIVER PLAZA				32.76
VENDOR NAME: CELLCOM				
540450	Airport - Cellular Services	216-585-850.00	56.47	56.47
538243	Cellular Services	292-663-850.00	40.64	121.92
		292-664-850.00	40.64	
		292-665-850.00	40.64	
TOTAL VENDOR CELLCOM				178.39
VENDOR NAME: CENEX FLEETCARD				
174301	Gasoline Sales	292-665-860.00	20.39	70.70
		101-426-860.00	50.31	
TOTAL VENDOR CENEX FLEETCARD				70.70

APPROVED
APR 18 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: CIMA COMPANIES, INC.				
MIMENO	Volunteer Insurance Renewal	101-136-807.00	240.00	240.00
TOTAL VENDOR CIMA COMPANIES, INC.				240.00
VENDOR NAME: CITY OF MENOMINEE				
#RENT-1010	April 2019 Rent (911)	266-325-976.00	351.67	351.67
TOTAL VENDOR CITY OF MENOMINEE				351.67
VENDOR NAME: CLARE COUNTY SHERIFF				
Registration	Horsemanship Academy	101-301-745.01	175.00	175.00
TOTAL VENDOR CLARE COUNTY SHERIFF				175.00
VENDOR NAME: CLOVERLAND PAPER CO				
119317	Inmate Supplies	101-301-770.00	256.83	256.83
119411	Inmate Supplies	101-301-770.00	30.59	30.59
119413	Janitorial Supplies (Courthouse)	101-265-755.01	167.84	167.84
119370	Janitorial Supplies - Annex	101-265-755.01	69.38	69.38
119376	Janitorial Supplies - Courthouse	101-265-755.01	178.59	178.59
TOTAL VENDOR CLOVERLAND PAPER CO				703.23
VENDOR NAME: COHL STOKER & TOSKEY P C				
50140	Legal Services	101-211-807.00	114.40	114.40
TOTAL VENDOR COHL STOKER & TOSKEY P C				114.40
VENDOR NAME: COLE, DANA L.				
Reimbursement	Postage (18-3932 & 3933-FH)	101-267-729.00	19.95	19.95
TOTAL VENDOR COLE, DANA L.				19.95
VENDOR NAME: COUNTRY MILE DOCUMENT DESTRUCTION I				
35140	Shredding Documents (4/4/19)	101-265-801.00	104.78	104.78
TOTAL VENDOR COUNTRY MILE DOCUMENT DESTRUCTION I				104.78
VENDOR NAME: CRETENS, HEIDI L.				
Reimbursement	Uniform Allowance	266-325-745.00	100.00	100.00
TOTAL VENDOR CRETENS, HEIDI L.				100.00
VENDOR NAME: DTE ENERGY				
910020910993	Annex	101-261-920.04	131.48	131.48
TOTAL VENDOR DTE ENERGY				131.48
VENDOR NAME: EAGLEHERALD PUBLISHING, LLC				
1406	Advertising	101-101-901.00	20.44	123.44
		294-683-755.00	91.50	
		208-751-901.00	11.50	
1422	Advertising	101-301-755.00	207.30	207.30
TOTAL VENDOR EAGLEHERALD PUBLISHING, LLC				330.74
VENDOR NAME: FOND DU LAC COUNTY				
19100072	Autopy - T. LaFramboise DOD 3/16/19	101-640-836.00	1,400.00	1,400.00
TOTAL VENDOR FOND DU LAC COUNTY				1,400.00
VENDOR NAME: GREAT AMERICAN DISPOSAL CO THE				
94101041	Annex	101-261-930.04	65.95	65.95
TOTAL VENDOR GREAT AMERICAN DISPOSAL CO THE				65.95
VENDOR NAME: HANNAHVILLE INDIAN COMMUNITY				
Refund	Return of 2% Grant for 911	266-325-970.03	6,500.00	6,500.00
TOTAL VENDOR HANNAHVILLE INDIAN COMMUNITY				6,500.00
VENDOR NAME: HANSON, JUDI				
Reimbursement	Uniform Allowance	205-315-745.00	32.94	32.94
TOTAL VENDOR HANSON, JUDI				32.94
VENDOR NAME: HENSLEY, RN, JOEL				
April 2019	Inmate Nursing Services	101-301-770.01	1,365.00	1,365.00

APPROVED
APR 18 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: HENSLEY, RN, JOEL				
April 2019	Medical Examiner	101-648-709.00	1,080.00	3,740.00
		101-648-835.00	2,660.00	
TOTAL VENDOR HENSLEY, RN, JOEL				5,105.00
VENDOR NAME: HOTFLAME GAS COMPANY				
U0015400	Parks	208-751-744.00	393.64	393.64
TOTAL VENDOR HOTFLAME GAS COMPANY				393.64
VENDOR NAME: IMAGEWORKS				
13532	Uniform Allowance (T. Nault)	266-325-745.00	45.00	45.00
TOTAL VENDOR IMAGEWORKS				45.00
VENDOR NAME: INSIGHT FS				
80050410183	Gasoline (Parks)	208-751-742.00	903.85	903.85
TOTAL VENDOR INSIGHT FS				903.85
VENDOR NAME: J S ELECTRONICS, INC.				
20455	Change Over to New Vehicle	205-315-934.02	3,727.71	3,727.71
TOTAL VENDOR J S ELECTRONICS, INC.				3,727.71
VENDOR NAME: JOHNSON, LARRY				
Reimbursement	Mileage - March 2019	101-101-860.00	121.80	121.80
TOTAL VENDOR JOHNSON, LARRY				121.80
VENDOR NAME: KLEIMAN, MARC				
Reimbursement	Bridge Fare, Meals	101-262-860.00	49.35	49.35
Reimbursement	Laptop Backback (CPL)	263-215-726.00	42.24	42.24
TOTAL VENDOR KLEIMAN, MARC				91.59
VENDOR NAME: LARSON, MICHELLE				
Can Zone	Supplies, Hours, Mileage	292-668-801.00	22.28	104.32
		292-668-801.00	60.00	
		292-668-801.00	22.04	
TOTAL VENDOR LARSON, MICHELLE				104.32
VENDOR NAME: LESPERANCE, DIANE				
Reimbursement	Bank Mileage (Jan - March)	101-253-860.00	35.38	35.38
TOTAL VENDOR LESPERANCE, DIANE				35.38
VENDOR NAME: M & M TRUCKING, INC.				
7835	Snowplow Lighthouse Sidewalks	517-252-931.00	70.00	70.00
TOTAL VENDOR M & M TRUCKING, INC.				70.00
VENDOR NAME: MANPOWER, INC.				
33794718	Week Ending 4/7/19 (D. Averill)	216-585-704.00	340.00	340.00
33819905	Week Ending 4/14/19 (D. Averill)	216-585-704.00	340.00	340.00
TOTAL VENDOR MANPOWER, INC.				680.00
VENDOR NAME: MAYHEW, CATHEE				
Reimbursement	Post Office Mileage (Feb/Mar 2019)	101-253-860.00	17.98	17.98
TOTAL VENDOR MAYHEW, CATHEE				17.98
VENDOR NAME: MCRAE, MOLLY				
Reimbursement	Postage (F. Buelteman 18-3977-FH)	101-267-729.00	12.59	12.59
TOTAL VENDOR MCRAE, MOLLY				12.59
VENDOR NAME: MECHANICAL TECHNOLOGIES, INC.				
30961	Pressure Relief Valves (x3)	101-265-934.00	1,187.00	1,187.00
TOTAL VENDOR MECHANICAL TECHNOLOGIES, INC.				1,187.00
VENDOR NAME: MENARDS - MARINETTE				
81931	B&G Operating Supplies	101-265-755.00	33.34	33.34

APPROVED
APR 15 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: MENARDS - MARINETTE				
82499	B&G Operating Supplies	101-265-755.00	84.52	84.52
82288	B&G Operating Supplies	101-265-755.00	52.04	52.04
82374	B&G Operating Supplies	101-265-755.00	10.89	10.89
81669	Parks	208-751-930.02	13.80	13.80
81837	Park Supplies	208-751-755.02	47.47	47.47
81833	Park Supplies (Dog Waste)	208-751-970.03	70.84	70.84
81832	B&G Operating Supplies	101-265-755.00	8.99	8.99
81978	Building Maintenance Supplies	101-265-930.01	90.81	90.81
TOTAL VENDOR MENARDS - MARINETTE				412.70
VENDOR NAME: MENOMINEE ANIMAL SHELTER, INC				
1901	First Quarter 2019	101-601-958.00	147.50	147.50
TOTAL VENDOR MENOMINEE ANIMAL SHELTER, INC				147.50
VENDOR NAME: MENOMINEE COUNTY JOURNAL				
119	Advertising (Jury Board)	101-150-727.00	22.50	22.50
117	Advertising	101-101-901.00	31.50	78.75
		101-101-901.00	24.75	
		208-751-901.00	22.50	
83	Advertising	294-683-755.00	56.00	56.00
4/12/19	Correctional Officer Advertisment	101-301-755.00	81.50	81.50
4/12/19	Road Patrol Deputy	205-315-755.00	46.58	46.58
TOTAL VENDOR MENOMINEE COUNTY JOURNAL				285.33
VENDOR NAME: MENOMINEE COUNTY ROAD COMMISSI				
11219	Power to Radio (March 2019)	101-301-934.01	67.61	67.61
TOTAL VENDOR MENOMINEE COUNTY ROAD COMMISSI				67.61
VENDOR NAME: MENOMINEE COUNTY SHERIFF DEPT				
WV413	Work Van Services	208-751-930.04	180.00	180.00
TOTAL VENDOR MENOMINEE COUNTY SHERIFF DEPT				180.00
VENDOR NAME: MENOMINEE INDUSTRIAL SUPPLY				
10579419	Park Maintenance Supplies	208-751-930.02	27.11	27.11
TOTAL VENDOR MENOMINEE INDUSTRIAL SUPPLY				27.11
VENDOR NAME: MILLERS ACTION OFFICE SUPPLY I				
0145038-001	FOC - Office Supplies	101-141-727.00	389.47	389.47
0145176-001	District Court - Office Supplies	101-136-727.00	63.80	63.80
0145088-001	District Court - Office Supplies	101-136-727.00	34.15	34.15
0145062-001	Can Zone Supplies	292-668-801.00	63.95	63.95
TOTAL VENDOR MILLERS ACTION OFFICE SUPPLY I				551.37
VENDOR NAME: NASTOFF & BERGMAN, P.C.				
125	Legal Services	101-211-807.00	176.45	176.45
TOTAL VENDOR NASTOFF & BERGMAN, P.C.				176.45
VENDOR NAME: NEOPOST USA, INC.				
56616204	May 8 - August 7, 2019 (Postage)	101-253-729.01	285.66	285.66
TOTAL VENDOR NEOPOST USA, INC.				285.66
VENDOR NAME: NORWAY SPRINGS, INC.				
599633	Airport Water	216-585-801.00	9.49	9.49
TOTAL VENDOR NORWAY SPRINGS, INC.				9.49
VENDOR NAME: OFFICE DEPOT, INC.				
291286063001	ROD Office Supplies	101-268-727.00	11.09	11.09
295823929001	Toner (J. Klumb)	101-215-727.00	154.60	154.60
294443954001	Toner (Road Patrol)	205-315-727.00	153.32	153.32
297507344001	District Court - Office Supplies	101-136-727.00	16.72	16.72
298268944001	District Court - Office Supplies	101-136-727.00	30.82	30.82
298362232001	Office Supplies - District Court	101-136-727.00	47.66	47.66
298524745001	Office Supplies - District Court	101-136-727.00	19.50	19.50

APPROVED
APR 18 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: OFFICE DEPOT, INC.				
293437114001	Commissioner & Admin Office Supplies	101-172-727.00 101-101-727.00	4.53 4.53	9.06
293436736001	Hard Drives	101-103-970.18	139.98	139.98
	TOTAL VENDOR OFFICE DEPOT, INC.			582.75
VENDOR NAME: PAN-O-GOLD BAKING CO.				
40068319088001	Inmate Supplies	101-301-770.00	107.69	107.69
	TOTAL VENDOR PAN-O-GOLD BAKING CO.			107.69
VENDOR NAME: PESHTIGO TIMES & TIMES SAVER				
1184	Advertisment	101-301-755.00 205-315-755.00	68.00 136.00	204.00
	TOTAL VENDOR PESHTIGO TIMES & TIMES SAVER			204.00
VENDOR NAME: PHILIPPS, THOMAS				
Reimbursement	Mileage & Hotel	101-426-860.00	189.44	189.44
	TOTAL VENDOR PHILIPPS, THOMAS			189.44
VENDOR NAME: PISANI GRAPHIX				
8547	Park Signs	208-751-930.03	296.50	296.50
	TOTAL VENDOR PISANI GRAPHIX			296.50
VENDOR NAME: PLASTOCON, INC				
97986	Inmate Supplies	101-301-770.00	74.54	74.54
	TOTAL VENDOR PLASTOCON, INC			74.54
VENDOR NAME: PLAUTZ, DANA				
Reimbursement	Camping Refund	208-751-964.00	495.00	495.00
	TOTAL VENDOR PLAUTZ, DANA			495.00
VENDOR NAME: PRIMEAUX, ANDY				
Reimbursement	Uniform Allowance	266-325-745.00	94.00	94.00
	TOTAL VENDOR PRIMEAUX, ANDY			94.00
VENDOR NAME: REDWOOD TOXICOLOGY LABORATORY				
00718420193	Drug Testing	101-136-727.00	9.63	9.63
	TOTAL VENDOR REDWOOD TOXICOLOGY LABORATORY			9.63
VENDOR NAME: REINHART FOODSERVICE				
709093	Inmate Supplies	101-301-770.00	1,359.48	1,359.48
714246	Inmate Supplies	101-301-770.00	1,274.25	1,274.25
	TOTAL VENDOR REINHART FOODSERVICE			2,633.73
VENDOR NAME: SHERWIN WILLIAMS COMPANY				
8066-5	Court Room B Supplies	101-265-755.00	17.30	17.30
	TOTAL VENDOR SHERWIN WILLIAMS COMPANY			17.30
VENDOR NAME: SHORT, MARY KAY				
15-3769-FC	Transcript (People vs G. Ihander)	101-131-806.00	72.85	72.85
	TOTAL VENDOR SHORT, MARY KAY			72.85
VENDOR NAME: SIEG, III, MICHAEL J.				
Reimbursement	Cell Phone Charger for Parks Auto	208-751-850.01	19.08	19.08
	TOTAL VENDOR SIEG, III, MICHAEL J.			19.08
VENDOR NAME: SMITH, GREGORY J.				
Reimbursement	Uniform Allowance	205-315-745.00	35.54	35.54
	TOTAL VENDOR SMITH, GREGORY J.			35.54
VENDOR NAME: SORENSEN, MATTHEW & SARAH				
3/25/19	Foster Care (L. Workman)	292-662-843.05	86.20	86.20

APPROVED
APR 18 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: SORENSEN, MATTHEW & SARAH				
TOTAL VENDOR SORENSEN, MATTHEW & SARAH				86.20
VENDOR NAME: SPARLING CORPORATION				
60157	Jet Nozzle Screen (Airport)	216-585-981.00	124.47	124.47
TOTAL VENDOR SPARLING CORPORATION				124.47
VENDOR NAME: SQUIRES-STEPNIAK, REBECCA				
Reimbursement	Mileage (March 2019)	292-665-860.00	237.22	237.22
TOTAL VENDOR SQUIRES-STEPNIAK, REBECCA				237.22
VENDOR NAME: STATE OF MICHIGAN				
2/28/19	Offset Statement/Billing	292-662-843.01	17,900.03	17,900.03
TOTAL VENDOR STATE OF MICHIGAN				17,900.03
VENDOR NAME: STEPHENSON MARKETING COOPERATI				
015579	Road Patrol Gasoline Sales	205-315-742.00	2,161.42	2,161.42
462643	Parks	208-751-742.00	40.80	293.11
		208-751-984.00	24.00	
		208-751-742.00	8.62	
		208-751-742.00	44.64	
		208-751-742.00	23.15	
		208-751-742.00	14.99	
		208-751-745.00	115.00	
		208-751-742.00	36.99	
		208-751-742.00	(15.08)	
TOTAL VENDOR STEPHENSON MARKETING COOPERATI				2,454.53
VENDOR NAME: STUDER, VINCENT				
Reimbursement	Patrol Rifle Maintenance	205-315-755.02	23.32	23.32
TOTAL VENDOR STUDER, VINCENT				23.32
VENDOR NAME: THE ADVERTISER				
030105	Community Awareness	101-301-802.00	27.00	27.00
TOTAL VENDOR THE ADVERTISER				27.00
VENDOR NAME: THE PRINT SHOP				
7033598	Window Envelopes (Sheriff)	101-301-727.00	184.75	184.75
TOTAL VENDOR THE PRINT SHOP				184.75
VENDOR NAME: TIME WARNER CABLE				
620475202040719	Inmate Supplies	101-301-770.00	142.85	142.85
621199203040319	Airport	216-585-850.00	316.99	316.99
710008401040319	April 2 - May 1, 2019	101-103-850.00	532.07	532.07
TOTAL VENDOR TIME WARNER CABLE				991.91
VENDOR NAME: TIRE TRAX				
10433	Parks Trailer Maintenance	208-751-930.02	148.00	148.00
TOTAL VENDOR TIRE TRAX				148.00
VENDOR NAME: TRANSUNION RISK & ALTERNATIVE				
352277	March 2019	101-301-755.00	50.00	50.00
TOTAL VENDOR TRANSUNION RISK & ALTERNATIVE				50.00
VENDOR NAME: U.E.S. COMPUTERS, INC.				
81149	911 Toner	266-325-728.01	98.99	98.99
81161	SMARTNET Maintenance for Aironet	101-103-857.02	32.00	32.00
81169	911 Office Equipment (Monitor)	266-325-728.00	356.00	356.00
81150	Display Adapter	101-103-970.18	18.00	18.00
TOTAL VENDOR U.E.S. COMPUTERS, INC.				504.99
VENDOR NAME: U.S. BANK EQUIPMENT FINANCE				
362731867	Bizhub 423 Copier	101-103-931.00	133.07	133.07
TOTAL VENDOR U.S. BANK EQUIPMENT FINANCE				133.07
VENDOR NAME: ULTIMATE CAR CARE				

APPROVED
APR 1 9 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: ULTIMATE CAR CARE				
7553	Car Towing	205-315-755.00	110.00	110.00
TOTAL VENDOR ULTIMATE CAR CARE				110.00
VENDOR NAME: UNIFORM SHOPPE				
286072	Uniform Allowance (Giese)	101-301-745.00	32.95	32.95
TOTAL VENDOR UNIFORM SHOPPE				32.95
VENDOR NAME: VANDERMISSEN AERONAUTICAL SOLUTIONS				
115	Aerial Photo Capture & Expenses	205-315-755.00	277.99	277.99
TOTAL VENDOR VANDERMISSEN AERONAUTICAL SOLUTIONS				277.99
VENDOR NAME: VERIZON WIRELESS				
9827261440	Cellular Services	101-265-850.01	141.98	938.15
		101-301-850.00	377.88	
		101-426-850.00	52.53	
		101-682-850.00	40.42	
		205-315-850.00	324.93	
		266-325-850.00	0.41	
TOTAL VENDOR VERIZON WIRELESS				938.15
VENDOR NAME: WEST SHORE COMMUNITY COLLEGE				
11604	Corrections Academy (B. Sellers)	101-301-881.00	1,500.00	1,500.00
TOTAL VENDOR WEST SHORE COMMUNITY COLLEGE				1,500.00
VENDOR NAME: WISCONSIN PUBLIC SERVICE CORP				
0402055840-00001	Jail	101-265-920.03	3,706.94	3,706.94
0402047856-00010	1000 9th Street	101-265-920.03	156.62	156.62
0402047856-00011	1004 9th Street	101-265-920.03	53.86	53.86
TOTAL VENDOR WISCONSIN PUBLIC SERVICE CORP				3,917.42
VENDOR NAME: XEROX CORPORATION				
096465998	Probation/Parole Office	101-131-942.00	102.04	102.04
096465995	Road Patrol	205-315-727.00	42.88	42.88
096465996	Sheriff Dept	101-301-727.00	332.23	332.23
TOTAL VENDOR XEROX CORPORATION				477.15
VENDOR NAME: ZEVITZ, DR. MICHAEL E.				
April 2019	Medical Examiner	101-648-709.00	2,030.00	2,030.00
TOTAL VENDOR ZEVITZ, DR. MICHAEL E.				2,030.00
GRAND TOTAL:				65,405.95

MENOMINEE COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM

SUBJECT:	**Miscellaneous Boards/Committees/Commission Reports**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Miscellaneous boards and committee meeting minutes/reports are received as they are approved. The county board is to review minutes/reports for

RECOMMENDED MOTION

To place these miscellaneous boards and committee meeting minutes/reports on file in the office of the county clerk.

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

NORTHPOINTE HEALTHCARE SYSTEMS BOARD OF DIRECTORS

Regular Meeting
MINUTES
715 Pyle Drive, Kingsford, MI
January 24, 2019 – 4:30 p.m.

CALL TO ORDER/ROLL CALL:

Joan Luhtanen, Chairperson, called the meeting to order at 4:34 p.m.; Terri Wendt, Human Resource Manager, conducted the roll call.

MEMBERS	Present	Excused Absent	Absent	MEMBERS	Present	Excused Absent	Absent
Dehn, Janet*	X			Negro, Mari	X**		
Hafeman, Jan	X			Pasternak, Nancy	X		
Hofer, Millie*	X			Phillips, Patricia	X		
Roberge, Robert		X		Zevitz, Michael Dr.	X		
Pirlot, Kevin	X			Korpi, Thomas	X		
McCole, Gerald	X			Luhtanen, Joan	X		

* Video conference from the Northpointe Menominee office
** Telephone attendance

REPRESENTING ADMINISTRATION: J. Cescolini, J. Lindow, T. Wendt

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance to the Flag was recited by all.

PUBLIC COMMENTS – None

APPROVAL OR AMEND AGENDA

J. Cescolini requested the addition of LPC Contract and Stoplight Report under Discussion items. G. McCole requested letter regarding appointments to the NorthCare Board be placed on record. Board reviewed letter disputing if County Commissioners or Northpointe have the authority to appoint members to NorthCare Board. Consensus is that Northpointe Board Chairperson appoints members to committees.
ACTION: Moved to approve agenda as amended.
Motion by: J. Hafeman supported by P. Phillips to approve agenda as amended.
Motion carried unanimously.

M. Zevitz arrived at 4:40 p.m.
J. Dehn arrived at 4:40 p.m.

APPROVAL OF REGULAR BOARD MEETING MINUTES

ACTION: Moved to approve 1-10-19 Regular Board meeting minutes.
Correction to page 2 under CEO Report. Should read Menominee County not Iron County.
Motion by: M. Hofer supported by K. Pirlot to approve the 1-10-19 Regular meeting minutes as amended.
Motion carried unanimously.

PRESENTATION – Smiles on Wheels Presenter: Amber Lindholm, Director of Nursing

Northpointe is the first U.P. CMH to offer this integrated healthcare program as an adult outreach program for underserved population. Smiles on Wheels will begin one day a month doing preventative oral care. In June, they will begin two days a week onsite care. They are grant funded and will bill insurance as needed. $2.00 copay for Medicaid recipients oral care and fluoride treatments will be $3.00. If non-Medicaid, the cost will be $65.00 and Northpointe is working on grant money to cover this cost. Miscellaneous questions addressed.

ACTION ITEMS

- **Finance**

  a) Check Disbursement – November 2018
  ACTION: Moved to approve Check Disbursement – November 2018
  Motion by: G. McCole supported by J. Hafeman to approve Check Disbursement – November 2018
  Motion carried unanimously.

b) Financial Statement – November 2018

ACTION: Moved to approve Financial Statement – November 2018

Motion by: G. McCole supported by M. Hofer to approve Financial Statement – November 2018

#	Name of Contract	Contract Type	Date of Contract	Old Rate	New Rate	Change
A	TRICO Cleaning Iron	Cleaning	10-1-18 to 9-30-19	$39.33/day	$42.48/day on January 1, 2019, or when Minimum Wage increases	$3.15/day

c) Contract Grid 12-27-18 ***(TRICO Iron River Cleaning)***

Miscellaneous questions from last meeting addressed.

ACTION: Moved to approve Contract Grid 12-27-18

Motion by: G. McCole supported by J. Hafeman to approve Contract Grid 12-27-18 as presented.

Motion carried unanimously.

NEW BUSINESS (Discussion only)

- **Finance**
  - a) **Check Disbursement – December 2018**
    Miscellaneous questions addressed.
    Outcome: Action Item for next meeting.

  - b) **Contract Grid** 1-24-19 *(Stuart Wilson, FI)*
    Miscellaneous questions addressed. Typo on dates of grid noted; contract should end 3/31/20 not 3/31/19.
    Outcome: Action Item for next meeting.

- **Personnel Report**
  T. Wendt reviewed report with members. Miscellaneous questions addressed.
  Outcome: Informational

- **Goodwill Contract**
  Contract for agreement reached to settle payback after audit revealed lack of documentation for services billed. Goodwill will pay $6,487.67 for first two payments and then $1,487.67 for a further 3 years until their portion of monies owed is received. Plan of correction completed.
  Motion by: J. Hafeman supported by G. McCole to move Goodwill Repayment Contract to an ACTION Item at present meeting.

  T. Wendt, Human Resource Manager, conducted roll call.

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Pasternak	X	
Hafeman	X		Phillips	X	
Hofer	X		Pirlot	X	
Zevitz	X		Korpi	X	
McCole	X		Luhtanen	X	
Negro	X				

  Motion by: J. Hafeman supported by P. Phillips to approve the Goodwill Contract Agreement as presented.
  Motion carried unanimously.

- **Dr. Razdan Contract Amendment**
  J. Cescolini requested Board members consider increasing wage rate after reviewing regional salaries and other practitioners in our contract service. Miscellaneous questions addressed.
  Outcome: Action item at next meeting. J. Lindow to provide options for Board to review and verify budget will allow increase.

- **QI Attendance**
  Request for one or more Board members to attend QI meetings for informational purposes. Verified that several other CMH's do this. Meetings are the third Thursday every other month. Miscellaneous questions addressed.
  Outcome: Board will discuss adding to Board Policies next month during review.

- **Board and NBHS Leader Retreat**
  Discussed retreat for introductions and consultation during Strategic Planning.
  Outcome: Consensus is to approve. Will schedule when weather is warmer.

- **CEO Report**
  Brief review of report given. Brown Bag lunch program to educate staff on various programs discussed. Board members invited to All Staff meetings and Community Huddles. Miscellaneous questions addressed.
  Outcome: Informational

- **Chief Clinical Officer**
  Position and need for clinical workers discussed. Discussed job description, specialty skills required for proper organizational structure, and salary range expected.
  Outcome: Action item for next meeting. J. Lindow to review budget and report at next meeting. Members to email questions or concerns to J. Lindow, J. Cescolini, or K. Stankevich prior to next meeting.

- **CEO Evaluation Ad Hoc Committee**
  R. Roberge, M. Negro, and J. Luhtanen will meeting within the next month.
  Outcome: First meeting scheduled for February 7, 2019.

- **Board By-Laws and Policies Approach**
  Meeting on 2-7-19 at 4:00 p.m. to begin process.
  Outcome: Members will meet at 4:00 p.m. prior to regular meetings until complete.

- **LPC Contract**
  Discussed having a provider contracted in Menominee to assist with intakes and therapy in times of need. Current caseloads and workload balances are being reviewed to determine need.
  Outcome: Contract to be developed and returned to Board for approval.

- **Stoplight Report**
  Merits and feedback of report discussed.
  Outcome: Board requested report be brought to retreat for Strategic Planning assistance.

MISCELLANEOUS BOARD/COMMITTEE REPORTS

- NorthCare Governing Board Minutes 12-12-18
  Outcome: Place on file.
- CMHA Weekly Update 1-4-19
  Outcome: Informational
- CMHA Weekly Update 1-11-19
  Outcome: Informational
- RR Quarterly Report Oct – Dec 2018
  Outcome: Place on file.

PUBLIC COMMENTS

Public comment announcing J. Cescolini was seen giving bath to individual this weekend and, even during this time of turmoil, positive things are happening.

BOARD COMMENTS

T. Korpi expressed concerns of marijuana usage by individuals now that it is legal and requested information on what Northpointe is doing to curb self-medication. Dr. Razdan and A. Lindholm have prepared educational handouts for staff and individuals.

K. Pirlot commented on 16 missed medications noted in the incident report. This is a contract home that uses a mail order pharmacy. The pharmacy is having difficulties getting refill requests from the primary care providers. Supervision of home is working on resolution.

T. Korpi asked why Dr. Burrows was not available in Iron County at this time. Currently she has no availability, but options will be considered in the future.

G. McCole noted the change in applying for deliverable fuel assistance and urged members to have anyone requesting help go to the DHS office and fill out the paperwork.

J. Luhtanen reminded members the Board meeting on February 7, 2019 will begin at 4:00 to start reviewing Board policies and procedures, and February 21, 2019 Dr. Kangas, NorthCare CEO, will be here at 3:30 for a meet and greet.

J. Cescolini states that the PMC Committee will begin working on regional issues and concerns.

ADJOURN

ACTION: Motion by G. McCole supported by P. Phillips to adjourn meeting.
Motion carried unanimously.

Meeting adjourned at 6:17 p.m.

The next Regular Board meeting is scheduled for Thursday, February 7, 2019 in Kingsford, Michigan at 4:30 p.m.

_____
Joan Luhtanen, Chairperson

_____
Patricia Phillips, Secretary

_____
Kelly Stankevich, Administrative Assistant

NORTHPOINTE HEALTHCARE SYSTEMS BOARD OF DIRECTORS
Special Meeting
MINUTES
715 Pyle Drive, Kingsford, MI
February 5, 2019 – 1:00 p.m.

CALL TO ORDER/ROLL CALL:
Joan Luhtanen, Chairperson, called the meeting to order at 1:10 p.m.; Kelly Stankevich, Administrative Assistant, conducted the roll call.

MEMBERS	Present	Excused Absent	Absent	MEMBERS	Present	Excused Absent	Absent
Dehn, Janet		X		Negro, Mari	X		
Hafeman, Jan	X			Pasternak, Nancy**	X		
Hofer, Millie	X			Phillips, Patricia	X		
Roberge, Robert		X		Zevitz, Michael Dr.		X	
Pirlot, Kevin	X			Korpi, Thomas	X		
McCole, Gerald**	X			Luhtanen, Joan	X		

* Video conference from the Northpointe Menominee office
** Telephone attendance

REPRESENTING ADMINISTRATION: J. Cescolini, K. Stankevich

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance to the Flag was recited by all.

PUBLIC COMMENTS – None

APPROVAL OR AMEND AGENDA
Chairperson Luhtanen asked for approval or amendment of agenda.
ACTION: Moved to approve agenda as presented.
Motion by: J. Hafeman supported by M. Negro to approve agenda as presented.
Motion carried unanimously.

ACTION ITEMS

- **Residential Updates**
  J. Luhtanen announced purpose of meeting to go over residential updates.
  ACTION: Moved to enter closed session.
  Motion by J. Hafeman supported by M. Hofer to go into closed session at 1:12 p.m. to review and discuss an attorney-client privileged Opinion letter dated February 4, 2019, issued by Attorney Bonnie G. Toskey of Cohl, Stoker and Toskey, P.C., Lansing, Michigan pursuant to MCL 15.268(h)

  ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Negro	X				
Hafeman	X		Phillips	X	
Hofer	X		Pasternak	X	
McCole	X		Korpi	X	
Pirlot	X		Luhtanen	X	

Motion carried unanimously.

CLOSED SESSION

ACTION: Motion by J. Hafeman supported by M. Hofer to terminate closed session.

ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Negro	X				
Hafeman	X		Phillips	X	
Hofer	X		Pasternak	X	
McCole	X		Korpi	X	
Pirlot	X		Luhtanen	X	

Motion carried unanimously.

The Board Member Meeting reconvened into Open Session at 2:14 p.m.

ACTION: Motion to direct CEO to impose discipline as necessary
Motion by: M. Negro supported by P. Phillips moved to direct the CEO to continue to review recent Recipient Rights and Licensing investigations of abuse and neglect and specifically, to use appropriate procedure to take whatever disciplinary steps are necessary and indicated to ensure client safety and keep clients from harms way.

ROLL CALL VOTE	YES	NO		YES	NO
Negro	X				
Hafeman	X		Phillips	X	
Hofer	X		Pasternak	X	
McCole	X		Korpi	X	
Pirlot	X		Luhtanen	X	

Motion carried unanimously.

PUBLIC COMMENTS – None

BOARD COMMENTS
G. McCole suggests J. Cescolini remain in contact with CEO Kangas at NorthCare during this time.

ADJOURN
ACTION: Motion by J. Hafeman supported by G. McCole to adjourn meeting.
Motion carried unanimously.

Meeting adjourned at 2:18 p.m.

The next Regular Board meeting is scheduled for Thursday, February 7, 2019 in Kingsford, Michigan at 4:00 p.m.

_____
Joan Luhtanen, Chairperson

_____
Patricia Phillips, Secretary

_____
Kelly Stankevich, Administrative Assistant

NORTHPOINTE HEALTHCARE SYSTEMS BOARD OF DIRECTORS
Special Meeting
MINUTES
715 Pyle Drive, Kingsford, MI
February 8, 2019 – 3:00 p.m.

CALL TO ORDER/ROLL CALL:
Joan Luhtanen, Chairperson, called the meeting to order at 3:10 p.m.; Kelly Stankevich, Administrative Assistant, conducted the roll call.

MEMBERS	Present	Excused Absent	Absent	MEMBERS	Present	Excused Absent	Absent
Dehn, Janet*	X			Negro, Mari	X		
Hafeman, Jan	X			Pasternak, Nancy	X		
Hofer, Millie	X			Phillips, Patricia	X		
Roberge, Robert	X			Zevitz, Michael Dr.		X	
Pirlot, Kevin		X		Korpi, Thomas		X	
McCole, Gerald	X			Luhtanen, Joan	X		

* Video conference from the Northpointe Menominee office
** Telephone attendance

REPRESENTING ADMINISTRATION: J. Lindow, K. Stankevich

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance to the Flag was recited by all.

PUBLIC COMMENTS – None

APPROVAL OR AMEND AGENDA
Chairperson Luhtanen asked for approval or amendment of agenda.
ACTION: Moved to approve agenda as presented.
Motion by: G. McCole supported by P. Phillips to approve agenda as presented.
Motion carried unanimously.

J. Hafeman arrived at 3:15 p.m.

ACTION ITEMS

- **Hiring Interim Chief Clinical Officer**
  J. Luhtanen discussed reasons for new position and duties to be assumed. Rate of pay proposed and provided for review. Review of funding options discussed. Concerns and benefits of hiring Interim CCO discussed. Miscellaneous questions addressed.

  ACTION: Moved to approve hiring an Interim Chief Clinical Officer
  Motion by P. Phillips supported by G. McCole to approve immediately hiring an Interim CCO at a salary of $72,000.00 per year.

  ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Negro	X	
Hafeman	X		Phillips	X	
Hofer	X		Roberge	X	
McCole	X		Pasternak	X	
Luhtanen	X				

  Motion carried unanimously.

PUBLIC COMMENTS – None

BOARD COMMENTS - None

ADJOURN
ACTION: Motion by G. McCole supported by P. Phillips to adjourn meeting.
Motion carried unanimously.

Meeting adjourned at 3:30 p.m.

The next Regular Board meeting is scheduled for Thursday, February 21, 2019 in Kingsford, Michigan at 4:00 p.m.

_____
Joan Luhtanen, Chairperson

_____
Patricia Phillips, Secretary

_____
Kelly Stankevich, Administrative Assistant

NORTHPOINTE HEALTHCARE SYSTEMS BOARD OF DIRECTORS

Regular Meeting
MINUTES
715 Pyle Drive, Kingsford, MI
February 21, 2019 – 4:00 p.m.

CALL TO ORDER/ROLL CALL:

Joan Luhtanen, Chairperson, called the meeting to order at 4:03 p.m.; Kelly Stankevich, Administrative Assistant, conducted the roll call.

MEMBERS	Present	Excused Absent	Absent	MEMBERS	Present	Excused Absent	Absent
Dehn, Janet	X			Negro, Mari	X		
Hafeman, Jan	X			Pasternak, Nancy	X		
Hofer, Millie	X			Phillips, Patricia		X	
Roberge, Robert	X			Zevitz, Michael Dr.	X		
Pirlot, Kevin	X			Korpi, Thomas	X		
McCole, Gerald	X			Luhtanen, Joan	X		

* Video conference from the Northpointe Menominee office
** Telephone attendance

REPRESENTING ADMINISTRATION: J. Cescolini, J. Lindow, K. Stankevich

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance to the Flag was recited by all.

PUBLIC COMMENTS – None

APPROVAL OR AMEND AGENDA

J. Luhtanen requested addition of Recommendation from Endowment Committee as Discussion item under CEO Report. J. Cescolini requested Attorney Client Privileged Opinion issued by Bonnie Toskey of Cohl, Stoker, and Toskey dated 2/20/19 be changed to 2/21/19. J. Cescolini reminded Board members to return the annual self-study signatures sent out in January to K. Stankevich, Administrative Assistant.
ACTION: Moved to approve agenda as amended.
Motion by: M. Negro supported by K. Pirlot to approve agenda as amended.
Motion carried unanimously.

APPROVAL OF REGULAR BOARD MEETING MINUTES

ACTION: Moved to approve 1-24-19 Regular, 2-5-19 Special, and 2-8-19 Special Board meeting minutes.
J. Dehn not present for voting on 2/5/19. Remove from minutes.
Motion by: J. Hafeman supported by N. Pasternak to approve the 1-24-19 Regular, 2-5-19 Special with corrections and 2-8 Special Board meeting minutes as presented.
Motion carried unanimously.

PRESENTATION – Dr. Kangas, NorthCare CEO

Dr. Kangas, new NorthCare CEO, presented his personal and professional experience, observations made thus far, and funding concerns noted. States the Upper Peninsula needs to present a solid agenda in Lansing and advocates for mental health care for all. Discussed the structural changes he is making at NorthCare in leadership and integrated health care on his agenda. Miscellaneous questions addressed.

Dr. Zevitz arrived at 4:15 p.m.

ACTION ITEMS

- **Board By Laws and Policies**
  Outcome: Return to next agenda. Meet at 4:00 p.m. to begin.
- **Finance**
  a) Check Disbursement – December 2018
  ACTION: Moved to approve Check Disbursement – December 2018

Motion by: G. McCole supported by M. Hofer to approve Check Disbursement – December 2018
Motion carried unanimously.

#	Name of Contract	Contract Type	Date of Contract	Old Rate	New Rate	Change
A	Stuart Wilson	FI	4-1-19-to 3-31-20	Individuals who engage own staff - $137.50/mo. Individuals not engaging own staff - $50.00/mo Individuals with budget of $0-$1000=$8.00/mo. Budget of $1000-$1800 = $35.00/mo. Budget of $1800 or more = $137.50/mo.	Individuals who engage own staff - $137.50/mo. Individuals not engaging own staff - $50.00/mo Individuals with budget of $0-$1000=$8.00/mo. Budget of $1000-$1800 = $35.00/mo. Budget of $1800 or more = $137.50/mo.	None

b) Contract Grid 1-24-19 *(Stuart Wilson, FI)*
ACTION: Moved to approve Contract Grid 1-24-19
Motion by: M. Negro supported by J. Hafeman to approve Contract Grid 1-24-19 as presented.
Motion carried unanimously.

- **Dr. Razdan Contract Amendment**
  Several options presented to Board Members. Miscellaneous questions addressed. More information requested.
  Outcome: Return to next agenda.

NEW BUSINESS (Discussion only)

- **Finance**
  a) **Financial Statement – September 2018 year-end**
  Miscellaneous questions addressed.
  Outcome: Action Item for next meeting

  b) **Financial Statement – December 2018**
  Miscellaneous questions addressed.
  Outcome: Action Item for next meeting.

c) **Contract Grid 2-21-19** *(Bedford Specialized Care, Birchwood AFC, Diane Roell, NP)*

#	Name of Contract	Contract Type	Date of Contract	Old Rate	New Rate	Change
A	Bedford Specialized Care	CLS Supported Housing	2-22-19 to 2-21-20	$95.00/per diem	$95.00/per diem	None
B	Birchwood AFC	Residential	1-1-19 to 12-31-19	Based on individual needs	Based in individual needs	None
C	Diane Roell, RN	Nurse Practitioner – psych services	3-1-19 to 2-28-20	New Contract	$105.00/hour	New

Motion by: J. Hafeman supported by M. Negro to move Contract Grid 2-21-19 to ACTION item at present meeting.

ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Pasternak	X	
Hafeman	X		Negro	X	
Hofer	X		Roberge	X	
Pirlot	X		Zevitz	X	
McCole	X		Korpi	X	
Luhtanen	X				

Motion by: M. Negro supported by J. Hafeman to approve Contract Grid 2-21-19 as presented.
Motion carried unanimously.

- **LPC Contract**
  Outcome: Return to next agenda as discussion item.

- **B. Ducoli Letter Discussion**
  Outcome: Return to next agenda as a discussion item.

- **Recipient Rights Application**
  Miscellaneous questions addressed. Board members want to develop an official application that gives more background information on applicants during the review of Board By Laws and Policies.

  Motion by: M. Negro supported by K. Pirlot to move Recipient Rights Application to an ACTION item at present meeting.

  ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Pasternak	X	
Hafeman	X		Negro	X	
Hofer	X		Roberge	X	
Pirlot	X		Zevitz	X	
McCole	X		Korpi	X	
Luhtanen	X				

  Motion by: M. Negro supported by K. Pirlot to approve the application of M. Christopherson to the Recipient Rights Committee.
  Motion carried unanimously.

- **CEO Report**
  J. Cescolini reviewed report with Board. Miscellaneous questions addressed.
  Outcome: Informational

- **Endowment Committee Requests**
  J. Lindow states the Endowment Committee met earlier today and approved the following items for Board review:
  $65.00 for individual without insurance to use the Smiles on Wheels program for dental work.
  $200.00 for gas and food cards for individual whose mother is in the hospital.
  $100.00 for gas cards for individual needing transportation from new home placement to foster home where children live.

  Motion by: M. Negro supported by J. Hafeman to move Endowment Committee requests to ACTION item at the present meeting.

  ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Pasternak	X	
Hafeman	X		Negro	X	

Hofer	X	Roberge	X
Pirlot	X	Zevitz	X
McCole	X	Korpi	X
Luhtanen	X		

Motion by: M. Negro supported by J. Hafeman to approve all 3 Endowment Fund Committee recommendations for a total of $365.00.
Motion carried unanimously.

- **Closed Session**
  J. Hafeman requested a motion to go into closed session to review and discuss Attorney Client Privileged Opinion issued by Bonnie Toskey of Cohl, Stoker, and Toskey dated 2/21/19.
  ACTION: Moved to enter closed session.
  Motion by: J. Hafeman supported by M. Hofer to go into closed session at 5:31 p.m.

ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Pasternak	X	
Hafeman	X		Negro	X	
Hofer	X		Roberge	X	
Pirlot	X		Zevitz	X	
McCole	X		Korpi	X	
Luhtanen	X				

CLOSED SESSION

ACTION: Motion by T. Korpi supported by M. Negro to terminate closed session.

ROLL CALL conducted by K. Stankevich, Administrative Assistant

ROLL CALL VOTE	YES	NO		YES	NO
Dehn	X		Pasternak	X	
Hafeman	X		Negro	X	
Hofer	X		Roberge	X	
Pirlot	X		Zevitz	X	
McCole	X		Korpi	X	
Luhtanen	X				

Motion carried unanimously.

The Board Member Meeting reconvened into Open Session at 6:07 p.m.

MISCELLANEOUS BOARD/COMMITTEE REPORTS

- CMHAM Weekly Updates 1-18-19
  Outcome: Informational.
- CMHA Weekly Update 1-25-19
  Outcome: Informational.
- RR Annual Report 2018
  Outcome: Informational.
- NorthCare Governing Board Meeting Minutes 1-16-19
  Outcome: Place on file.
- Stakeholder's Community Needs Assessment Survey
  Outcome: Return to C. Luse.

PUBLIC COMMENTS – None

BOARD COMMENTS

J. Luhtanen encouraged Board members to donate to the P.A.C. if possible.
M. Negro thanked J. Cescolini for her diligent work during this difficult time and noted that the culture of Northpointe is changing for the better.

ADJOURN

ACTION: Motion by G. McCole supported by R. Roberge to adjourn meeting.
Motion carried unanimously.

Meeting adjourned at 6:17 p.m.

The next Regular Board meeting is scheduled for Thursday, March 7, 2019 in Kingsford, Michigan at 4:00 p.m.

_____
Joan Luhtanen, Chairperson

_____
Patricia Phillips, Secretary

_____
Kelly Stankevich, Administrative Assistant

MENOMINEE COUNTY PARKS COMMITTEE
MINUTES JANUARY 7, 2019

Approved 3/4/2019

1. The meeting was called to order at 6:00 PM by Chair, Bob Desjarlais at Lake Township Town Hall in Stephenson.

2. Pledge of Allegiance was recited.

3. **Reporting for roll call were**: Bob Desjarlais, Dick Peterson, Kathy Branz, County Commissioners Bill Cech and Larry Phelps and Administrator Jason Carviou. Excused were Mike Kass and Vola Bleile.

4. **Approval of agenda:** Motion by Dick Peterson to approve the agenda supported by Bill Cech with all in favor.

5. **Minutes**: Bill Cech made a motion to accept the December 3, 2018 minutes supported by Larry Phelps. All were in agreement. Motion carried.

6. **Public Comments:** None.

7. **Business**:

   a. **Review Financials** – Administrator Jason Carviou looked at the financials via his IPAD and said the Outside storage had an increase of $385, the inside storage was down by $150. The renewal applications for seasonal sites will be going out in January and will be due on March 1st.

   b. **Picnic Tables** – The wood for the picnic tables is being purchased at Menards with the 11% off. There will be 80 -10"x2"x8' and 100 - 8"x2"X8'. Picnic table frames are just about completely assembled.

   c. **Electrical at Shakey Lakes** – Administrator Jason Carviou and Jim Quist made a list of the sites for New and updated electrical for approval from the County Board to but out bids for an approved proposal. Jason said he would like to get pictures of an existing pedestal to put on line for the bids.

   d. **New restrooms at Shakey Lakes (replace pit toilets)** – Administrator Jason Carviou is going to contact the Michigan DNR regarding the number of bathrooms we need to cover the existing campsites. With the removal of the pit toilets at Shakey Lakes that will only leave one pit toilet at Kleinke. Jason would like to do a walk through with Jim Quist, Jim Mekash, Bob Desjarlais and any board members that would like to participate to define the project. It was agreed by everyone on the Parks Committee was given a map of Shakey Lakes indicating which pit toilets would be removed and where the new restrooms would be placed. As decided at the December meeting we are doing a men, with one stall and an urinal and sink and women's, with two stalls and a sink. Both will be with handicap accessible.

   e. **Ask Board for Engineering Study on New Restrooms** – Bill Cech said this was brought to the Menominee County Board of Commissioners but no decision had been made as of yet.

MENOMINEE COUNTY PARKS COMMITTEE
MINUTES JANUARY 7, 2019

f. **List of Accomplishments over the last 5 years.** Everyone was asked to list the projects that have been completed over the last 5 years to be complied for a posting at the parks.

g. **Review the Meeting Schedule** – The schedule was approved as passed out with a motion by Dick Peterson supported by Bill Cech with all in favor.

8. **Correspondence**: Jason had a bundle of 3 Hour National Firewood, a pre-package all natural wood compressed with starters that is to burn for up to 3 hours. He felt the Parks or the Concession stand could use this as an added income. This was going to be looked into further.

9. **Any other item Members Wish to Present**: Dick Peterson stated he would like to see an increase in the parking lot at Resort Lake, as the current parking is partially submerged and too small. A suggestion to excavate the hill and possibly remove some trees to expand the parking area and to make a circular drive with parking on the side to accomplish this.

   Larry Phelps asked about the Shakey Lakes sign by County Road 577 and G12 being brushed out – Bob Desjarlais stated this was already in process. It was discussed to ask the Menominee County Road Commission to put some fill in by the sign to keep the weeds and brush down as this is in their right of way.

10. **Public Comment**: None.

11. **Adjournment** – Motion by Bill Cech to adjourn supported by Dick Peterson with all in favor at 7:45 PM

12. **Next meeting** will be at Lake Township Hall in Stephenson on February 4, 2019 at 6PM.

MENOMINEE COUNTY PARKS COMMITTEE
MINUTES MARCH 4, 2019

Approved 4/1/2019

1. The meeting was called to order at 6:00 PM by Vice-Chair, Dick Peterson at Lake Township Town Hall in Stephenson.

2. Pledge of Allegiance was recited.

3. **Reporting for roll call were**: Dick Peterson, Kathy Branz, Mike Kass, Vola Bliele, County Commissioner Larry Phelps and County Administrator Jason Carviou. Excused was Bob Desjarlais. Others in attendance were Karen Kayser, Jim Quist, Charlene Peterson and Colleen VanElls.

4. **Approval of agenda:** Motion by Mike Kass to approve the agenda supported by Vola Bliele with all in favor.

5. **Minutes**: Dick Peterson made a motion to accept the January 7, 2019 minutes supported by Larry Phelps. All were in agreement. Motion carried.

6. **Public Comments:** None.

7. **Business**:

   a. **Review Financials** – Administrator Jason Carviou stated the Shakey Lakes lease sites are at $55,000. Karen Kayser said 3-4 are late and one has to be filled. Kleinke lease sites are at $11,000 the balance will be for the one/two month leases done during the summer. $3,151 for the stump removal has been paid and was added to the budget by the County Board.

   b. **Picnic Tables** – All the current picnic tables have been placed. Jim Quist stated we could use 60 more to complete this project. A motion by Kathy Branz to apply for a grant for 30 more tables supported by Mike Kass. All were in favor.

   c. **Electrical at Shakey Lakes – review ad/specs for bid:** Administrator Jason Carviou presented the board with a bid proposal for update and new for Shakey Lakes – after much discussion Bass Lake will be done at a later date and the sites to be updated V1, 6 & 7 and 70 to 75. New will be P1,2, 9, & 10 along with adding the three pavilions. Jason will redo the bid and present to the County Board.

   d. **New restrooms at Shakey Lakes (replace pit toilets)** – Administrator Jason Carviou stated he contacted the DNR/DEQ regarding removal of the pit toilets. We do have enough stalls to cover our campsites. Jim will remove the two pit toilets across from the old bath house. They must be pumped, filled with dirt (no wood) and then covered with sod. As the new toilets are installed we will remove the other pit toilets.

   e. **Ask Board for Engineering Study on New Restrooms** – DGR Engineering presented a quote of $3,500 to do the "Engineered Drawings". An addition $750 for construction specification and $150 for biding documents. These services total $4,400 a motion by Vola Bleile to ask the County Board to approve this supported by Mike Kass. All were in favor.

f. **List of Accomplishments over the last 5 years.** A list of accomplishments was attached to the meeting packet. Items to be added are Kleinke –increased size of 4 campsites, Shakey Lakes – Reroofed 2 pavilions with steel, added 4-handicap accessible sites with 50amp service, pavilion by playground, 200+ stumps removed on grounds. Increased walking trails at all parks.

g. **Morning Dove Productions – Colleen Van Ells** – Colleen said she got this idea from a lady that does fund raisers – to get sponsors to cover some of the cost – example Anderson Diehm will sponsor the band for the fair. She also follows up with a thank you ad for the sponsor. She asked about any other activities and Branz stated there is the Ice Cream Social and plant sale at Bailey Park. Jason also informed her about the Kayak Tournament which will be held on free fishing weekend June 8 & 9th. She suggested checking for vendors – Zack does bring in some kayak venders but there could be others. A motion by Kathy Branz to approve the continuation of advertising on POLKA POLKA POLKA supported by Vola Bleile with all in favor.

h. **Porches/decks on lease sites:** Jim Quist and Karen both said no to porches/decks on sites. It is on the lease agreement allowed with board approval. A suggestion to give specifications if allowed such as 6 X 8 on cement blocks and must be removed when leave site. To be reviewed for next year's lease.

i. **Solid Waste Container Bids –** A bid for 3 – 8 cubic yard containers (to be emptied once a week) and 1-10 cubic yard container for ash and 1 – 8 cubic yard container for Kleinke. Jim also said he could use 15 steel barrels for parks. Bid approved by Parks Committee.

j. **Amended budget for stump removal** – This was already approved by the County Board. After discussion it was decided to add for more stump removal at Kleinke and Shakey on next year's budget.

8. **Correspondence**: None.

9. **Any other item Members Wish to Present**: Parking by the boat launch was a subject that arose. We had talked about it at an earlier time and it was suggested to get a cost on taking out part of the hill and circling the road back to the road coming in to have parking on both sides. This would more than double the parking space at the boat ramp. Both Larry Phelps and Dick Peterson felt this would be a large improvement at a minimal cost, Jim Quist felt it could be accomplished by removing the top soil and just the cost of gravel..

   Jim Quist he would like to remove 8 lights from the old bath house and new bath house and replace with LED lighting. This would be a cost effective move.

10. **Public Comment**: None.

11. **Adjournment** – Motion by Mike Kass to adjourn supported by Vola Bleile with all in favor at 8:20 PM

12. **Next meeting** will be at Lake Township Hall in Stephenson on April 1st at 6 P.M.

Menominee Regional Airport Committee
Minutes of Meeting
March 19th, 2019

Approved 4/16/19

**********DRAFT**********

The Menominee Regional Airport Committee met on March 19th, 2019 at 4:00 PM at the Menominee County Courthouse, Courtroom B.

A. **Call Meeting to order:** Com. Gromala called the meeting to order at 4:00 PM

B. **Pledge of Allegiance**: Recited by all

C. **Roll Call**: Coms. Gromala, Piche present; Com. Cech-absent, excused. Also present were Jason Carviou, Jeff LaFleur and Doreen Averill

D. **Approval of Agenda:** Jason Carviou requested to amend agenda to include discussion of Japanese Knot-weed as #3 under Other Business. Com. Piche made a motion to amend the agenda as requested, seconded by Com. Gromala ~ motion carried 2/0. A motion was made to approve the amended agenda by Com. Piche, seconded by Com. Gromala ~ motion carried 2/0.

E. **Approval of Previous Minutes:** Com. Piche moved to approve the minutes from the February 19th, 2019 meeting, Com. Gromala seconded ~ motion carried – 2/0

F. **Public Comment:** None

G. **Presentations:** None

H. **Business**

Financial

1) Month-End Budget Report Status – **Jason**: The budget is looking good except for a couple areas. We already know about the Airfield Maintenance account. The others, Overtime and Equipment Fuel Purchase-Diesel – is due to the excessive snow/snow removal for this winter season. Diesel fuel won't be needed now until late summer. Office supplies is over because the printer was in need of ink cartridges – the printer is good now for quite a while.

   Another issue, the circuit board at the fuel farm. I'll have Jeff explain it. **Jeff**: We had a power surge at the Airport. It took out the circuit board at the fuel farm. Immediate repairs needed to be done ~ it's completely fixed now, however, the cost will be around $937. It is *supposed* to come out the of "Field Maintenance" account – which is already over budget. We just want to make you aware of the situation.

2) Manager's Report ~
   a) Fuel Sales: **Jason**: Fuel sales have been down, but we've had a horrible winter season. We're sure sales will pick up now that we're headed toward the summer months. We sold 367 gal. 100LL: totaling $1,854.00, and 348 gal. AvGas: totaling $1,670.00 for a grand total of $3,524.00 for the month of February.
   b) Activity: **Jeff:** This time of year is always slow in activity. The weather has put a crimp on everyone's activities. Hope to turn the corner on activities now that the

weather's improving.

Other Business

1) Discussion/Action ~ Regulator/Transformer for Runway Lighting System – **Jason:** Jeff obtained a couple of estimates for the Runway Lighting System. 1) We can rebuild it – meaning rewire the unit, replace all 24 capacitors and test the unit for $4986.61. 2) Remove existing Constant Current Regulator (CCR) and replace it with a new ADB Safegate CCR for $19.051.10 or 3) Remove existing CCR and replace it with a new Astronics CCR for $18,231.55. **Com. Gromala**: I'm in favor of the rebuild; **Com. Piche**: As long as it's brought up to safety standards, I'll go along with the rebuild. **Jason:** Both Jeff and I recommend the rebuild. A motion was made by Com. Piche to recommend the rebuild to the full CB, seconded by Com. Gromala. Motion carried 2/0
2) Update ~ Civil Air Patrol Lease ~ **Jason**: I talked to the Commander last week. She is ok with everything presented in the lease. "In-kind" services will be done on a priority basis. It will need to go their attorneys and their Corporate Headquarters for signatures.
3) Discussion/Informational ~ **Jason**: We have received word that an invasive species, Japanese Knotweed, has been found at the Airport. The "Wild Rivers Invasive Species Coalition" (WRISC) has sent notification that the Airport shows the presence of the invasive species "Japanese Knotweed". They would like to come out to the Airport to eradicate, free of charge, but they need permission to access the Airport. **Com. Gromala**: Do I have a motion to allow WRISC into the Airport to treat against the "Japanese Knotweed"? **Jason**: This is something that does not need a Committee vote. This was just an FYI for the Committee. We are just going to go ahead with it.

A. **Public Comment**: None

B. **Commissioner Comment: Com. Piche**: I just wanted to say that the sun is shining and it's the sign that spring is coming!

C. **Next Meeting:** April 16th, 2019

D. **Adjourn:** A motion to adjourn was made by Com. Piche, seconded by Com. Gromala. Motion carried 2/0.

Menominee county Fair Board

March 20, 2019 - Minutes

Present: Deb Smith, Eric Tickler, Judith Dobinkr, Dave Pomeroy, Nikki Tebo, Chad Oczus, Jim Moker
Absent: Bill Czech, Jessie Betters

Meeting called to order at 6:08 pm by Nikki

Motion for approval of agenda by Dave, Jim Seconded. Motion Carried

Motion to approve minutes by Chad Deb Seconded Motion Carried

Public Comment:

None

Old Business:

Nikki Moved to ask Roy Berto to run veterans and church programs. Deb 2nd motion passes.

New Business:

Dave moves to accept bylaws with edits Nikki 2nd motion passed.

Chad Moves to add Deb Smith to checking account. Nikki 2nd motion passed

Officer elections 2019:

President -Nikki Tebo

Vice President- Chad Oczus

Treasurer- Deb Smith

Next meeting was set for Apr 17th at MSU extension at 6:00pm.

deb moved to adjourn Judith 2nd motion passed.

Meeting adjourned 8:49 pm

Respectfully submitted,

Eric Tickler

Fair Manager/Secretary

MENOMINEE COUNTY LIBRARY BOARD
Minutes March 12, 2019

Approved: April 9, 2019

C. Peterson called the meeting of the Menominee County Library Board to order at 4:00 PM on Tuesday March 12, 2019.

Present: C. Peterson, M. Fagan, A. Rivard, J. Freis, N. Tuinstra and Commissioner L. Schei.

M. Fagan moved to approve the agenda, support by N. Tuinstra. Motion carried.

Public Participation: No public present.

J. Freis moved to approve the minutes from the February 19, 2019 meeting, support by N. Tuinstra. Motion carried.

M. Fagan moved to approve the February financials, support by A. Rivard. Motion carried.

J. Freis moved to approve the March bills, support by N. Tuinstra. Motion carried.

Director's Report

The Friends and the 4-H Youth Leadership had their Pajama Storytime on March 5th. While overall attendance was down the Youth Volunteers still had a wonderful time.

We added a community stops for the Bookmobile at Gary's in Wallace and at the Goodwill workshop in Carney. The Easter Bunny is coming on April 20th with an Egg Hunt and pictures the Library. Rosie May, and egg artist will be here for two workshops demonstrating Ukrainian egg decoration on April 8.

Ann Murray is working with the Pocket Park Planners in Hermansville and is writing an M&M Grant to install a story trail up there. Gina is also writing a grant for replacing our aging water fountain and Heather is looking for some additional funding for our Summer Reading Programs.

The roof/ceiling in the children's area continues to leak. Jim Mekash is aware of the issues and is working on the problem. The fax machine is becoming quirky. The display function no longer displays though it still will send a fax.

New Business:

Discussion on migrating library computers to Windows 10 and the logistics of which machines to replace and which to retire as more people are using the library Wi-Fi connection with their own devices.

Public Participation: No public present

As there was no further business, M. Fagan moved to adjourn the meeting, support by N. Tuinstra. Motion carried. Meeting adjourned at 4:50 PM.

Submitted by:
Amanda Winnicki, Library Director

DRAFT

To be Approved 4/18/19

January 17, 2019

5:02 PM – Menominee County 9-1-1 Governing Board Meeting called to order at Menominee Police Department by Chairman Dessart.

Members in attendance: Josh Jones, John Starzynski, Jerry Christiaens, Mark Petersen, Josh Dessart, Carl Johnson, Rick Bastien, Ken Marks

Also in attendance: 911 Director Brian Barrette, Deputy Director Andy Primeaux, Commissioner Jerry Piche, Commissioner Bill, Cech, Jim Swanson – JS Electronics.

1. Approval of Agenda as amended (Added Item 3.5 – Changes in representatives Motioned: Jerry Christiaens, 2nd: John Starzynski, AIF.
2. Minutes of previous meeting, Motioned to accept minutes as printed: Carl Johnson, 2nd: Jerry Christiaens, AIF
3. Public Comment: None Motion to close by John Starzynski, 2nd: Jerry Christiaens, AIF

3.5 Changes in Representatives (County Commissioner David Prestin, Stephenson Fire Rick Bastien).

4. Meeting Schedule: A meeting schedule established to meet on the 3rd Thursday of January, April, July and October. Meeting times to be 5 PM standard time. 2 of the meetings to be held in Menominee, and 2 of the meetings to be held in Stephenson. Motion by Rick Bastien, 2nd by John Starzynski, AIF
5. Chairman Dessart passed out copies of the current 9-1-1 Final Plan.
6. Upcoming Training: - ICS 300 & ICS 400 being held at the Island Resort in Harris.
7. Director's Report: Brian & Andy spoke about the problems the Regional 9-1-1 Authority has with the CAD server in Chippewa County.
8. Next Meeting: April 18, 2019 @ 5 PM in Stephenson.
9. Governing Board Member Comments:
   - John Starzyinski – The radio tower in Stephenson is being sold, but the City of Stephenson and Menominee County will still have full access to the tower for communication needs. John also stated that the radio coverage in his area is much improved since the repeater repairs.
   - Sheriff Marks – The Sheriff's Department is moving forward with installing Mobile Data Terminals in their squad cars which will interface with the Region's CAD. - This also includes a new Record Management System. The RMS servers will be hosed in Chippewa County and in Negaunee. A company from North Carolina is overseeing the install.
   - Mark Petersen – Questioned Director why the time given by the Dispatcher was not accurate. - Dep. Director Primeaux believes it may be related to time settings with the radio console. Questioned Director why Menominee Fire Department is being dispatched to call outside the City. - Director Primeaux is working on CAD mapping to remedy. Quesioned Director when will CAD AVL be available. - Director Barrette stated there are updates needed on the Region's server before AVL can be available
10. Public Comment:
    - Bill Cech – Radio coverage is much improved since repairs made to Bagely Repeater. County Board working with JS Electronics on a repeater maintenance contract.
    - Commissioner Piche – Thanked the Governing Board for progress on radio improvements. Thanked Chairman Dessart for the moment of silence for Firefighter Kollman. Stated that Commissioner Cech was replaced because Commissioner Prestin really wanted to be on 9-1-1 Governing Board.
11. Motion to adjourn by Carl Johnson, 2nd by Jerry Christiaens, AIF

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Personnel Manual – Amendments; Family and Medical Leave Act & Designated Employee Parking**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

The County Administrator has revised two items written within the Personnel Manual.
1. Family and Medical Leave Act. (section 20)
2. Employee Parking (section 23, (R))

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

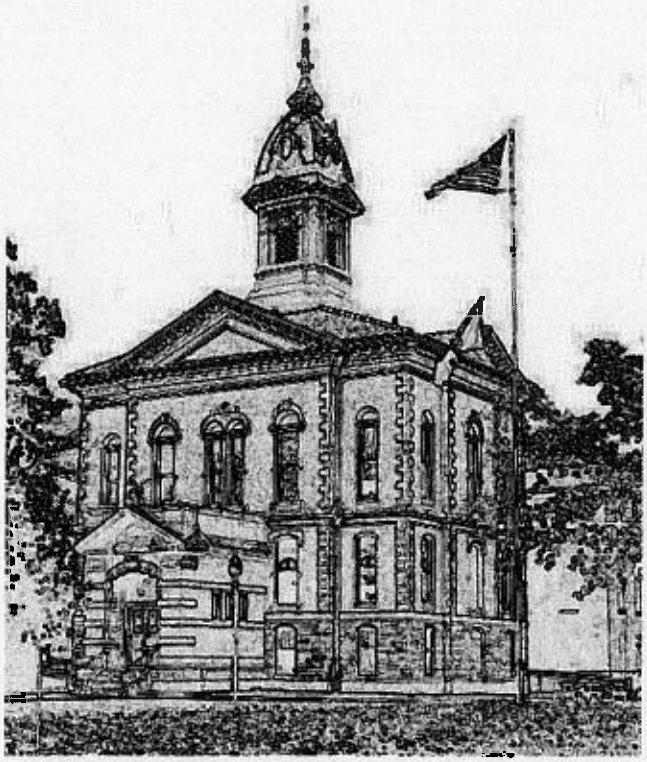
WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

MENOMINEE COUNTY



PERSONNEL MANUAL

May 2019

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SECTION 1

PURPOSE AND INTENT

The interpretation and operation of the benefits and provisions of this Policy are within the sole discretion of the Menominee County Board of Commissioners (hereinafter sometimes referred to as "County Board"). The Policies outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the Menominee County Board of Commissioners and any such modifications in the manual shall be solely within the discretion of the County Board. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs, and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this manual.

For the purposes of this Personnel Manual, the term "Employer" shall mean:

A. The County Board of Commissioners and Elected Officials, as co-employers in the case of employees working in the County Clerk's office, County Treasurer's office, County Prosecuting Attorney's office, County Drain Commissioner's office, the County Sheriff's Department, and the Court Systems. The Menominee County Road Commission is a separate entity and oversees their own personnel.

B. The County Board of Commissioners in the case of all other county employees.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is a policy of the Menominee County Board of Commissioners to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or handicap as required by law.

SECTION 2

COVERAGE OF THE PERSONNEL MANUAL

A. This Manual applies to all employees of the County of Menominee; with the exception of:

(1) The Menominee County Library Employees. (Per PA 138 of 1917)

(2) County officers elected by popular vote, and persons appointed to fill vacancies in such elected position:

DEPARTMENT	CLASSIFICATION
County Clerk's Office	County Clerk
Register of Deed's Office	Register of Deeds
Prosecuting Attorney's Office	Prosecuting Attorney
Sheriff's Department	Sheriff
Drain Office	Drain Commissioner
Treasurer's Office	County Treasurer

B. Elected officials or applicable Judge will be responsible for employees within their departments and shall comply with said rules and regulations for those employees under their supervision. The County Board of Commissioners will oversee positions mandated by the State (Equalization Director) but not under the supervision of other Elected Officials or applicable Judge. The County Administrator will oversee all departments and employees not under direct supervision of Elected Officials or applicable Judges. The County Administrator's supervision will include Parks and Recreation Department, Building and Grounds Department, Veteran Service Officer, Administrator's Office, E-911Director, Emergency Management Director, MSU-Extension County employees.

C. This Manual applies to employees of the County of Menominee in recognized collective bargaining units that are represented by a certified collective bargaining representative, except to the extent that the policy indicates that it is not applicable. In all instances where a conflict exists between this Personnel Manual and an applicable collective bargaining agreement, the collective bargaining agreement shall be deemed to prevail over the provisions of this Manual.

D. The Board of Commissioners shall have the final determination as to who will be covered within the intent of this Manual.

SECTION 3

EMPLOYMENT STATUS

Definition of Employees

Regular Full-Time Employees. Regular employees are hired to fill job positions/classifications that are classified in accordance with assigned job duties, and are authorized by the County Board of Commissioners. Funds for regular status positions are budgeted specifically to support the positions/ classifications. To be considered a regular full time employee, he/she must be scheduled a minimum of 30 hours a week. Regular full time employees will be paid at the hourly rate of the wage rate of the position/ classification they occupy unless otherwise provided in a negotiated labor contract.

Regular Part-Time Employees. Regular part-time employees are hired to fill job positions/ classifications that are classified in accordance with assigned job duties and are authorized by the County Board of Commissioners. Funds for regular status positions are budgeted specifically to support the positions. Regular part-time employees are regularly scheduled to work no more than twenty five (25) hours per work week. Regular part-time employees will be paid at the rate to be determined or otherwise provided in a negotiated labor contract or established by the County Board of Commissioners. Regular part-time employees shall receive no benefits unless otherwise provided in a negotiated labor contract. Regular Part-time employees may not work more than 25 hours per week unless approved by the County Board, in advance.

Temporary/Substitute Employees. Temporary/substitute employees may be full-time or part-time, are employed by the County in a specified position/classification for less than twelve (12) months and are authorized by the County Board of Commissioners. These employees are generally hired for the purpose of relieving regular employees who are absent due to illness, vacation, or leave of absence. Temporary/substitute employees will generally be paid at the rate to be determined; any exceptions to this must be authorized in advance by the County Board of Commissioners. Temporary/substitute employees shall receive no benefits and do not follow negotiated labor contracts.

Seasonal Employees. Seasonal employees may be full-time or part-time and do not work more than seven hundred eighty (780) compensated hours in any one (1) year, unless otherwise provided in a negotiated labor contract or established by the County Board of Commissioners. Seasonal employees are generally hired to address the seasonal demands, such as camping season in the parks. Seasonal employees will be paid at the rate to be determined; any exceptions to this must be authorized in advance by the County Board of Commissioners. Seasonal employees shall receive no benefits and do not follow negotiated labor contracts.

Casual Employees. Casual employees are employed to be on-call to fill shift vacancies created by regular employees who are absent due to illness, vacation, or leave of absence. Casual employees will work irregular hours. Unless otherwise provided in a negotiated labor contract or established by the County Board of Commissioners, casual employees will be paid at the hourly rate to be determined while in training. When qualified, the employee will be compensated at the base pay of the classification/position they occupy. Casual employees shall receive no benefits and do not follow negotiated labor contracts.

Conversion of Time Earned. Regular Part Time employees shall receive prorated time for credit years for the purpose of calculating vacation and sick leave.

SECTION 4

EMPLOYEE HIRING AND SELECTION PROCEDURE

A. Selection for employment by Menominee County will be through open competition. The selection process will stress ability and subscribe to the principles of Equal Opportunity Employment. Race, color, creed, country of origin, ancestry, sex, age, height, weight, marital status, physical disability, political affiliation, or other factors not pertinent to performance shall not be considered in recruitment, training, promotion, retention, salary determination, or any other conditions or employment, except in cases where they constitute a bona fide occupational qualification.

The County Administrator, Elected Official or applicable Judge, where applicable will ultimately be responsible for selecting the qualified applicant, but the selection process must follow the guidelines set forth in this procedure.

When a vacancy occurs, it will be the responsibility of the County Administrator, Elected Official or Judge, where applicable, to obtain the approval of the Board of Commissioners and to adhere to the following procedure or as otherwise directed by resolution of the Board of Commissioners.

The County Administrator, elected Official or applicable Judge will be responsible for the advertising, receipt of applications, testing (if required), and the screening process. Before an employee is placed on the payroll, the selection process and placement of the salary schedule, via a personnel action form, must be forwarded to the Personnel Committee along with the "new employee check list" (Appendix "A").

B. Recruitment. Recruitment shall be conducted based on current staff needs. The recruiting efforts will be directed by the hiring County Administrator or Elected Official or Judge. Recruitment will be tailored to the various classifications of positions to be filled and will be directed to appropriate sources of applicants in order to attract an adequate number of candidates for consideration.

In order to attract qualified applicants for openings, the following procedures will be followed:

1. Notices of vacant positions will be posted on the public bulletin board in the County Courthouse and Jail. Notices may also be sent to the Hannahville Indian Community.

2. Concurrent with the posting, the position will be advertised. Other sources will be utilized in accordance with the County's Affirmative Action Plan.

3. All position openings will be listed with the local Michigan Employment Security Commission.

Posted job notices and advertisements shall contain the job title, job summary, minimum qualifications, wage rate, application deadline, and the logo: "An equal opportunity employer ". Department heads will be responsible for composing the notices and advertisements. All notices and advertisements will be screened by the County Administrator prior to publication, to assure compliance to equal employment guidelines and regulations. The application deadline will be established by the department head in conjunction with the County Administrator.

C. Promotion of a Present County Employee. For a vacancy, a County Administrator or Elected Official or Judge may promote a present County employee who meets all of the following considerations:

1. The employee has regular status in classification in the same department.

2. The employee meets the minimum qualifications for the vacancy.

3. The employee applies for the vacant position through the recruitment process.

D. Public Applications.

1. Each applicant shall be required to fill out the County application form. These completed application forms will be considered active for six (6) months only, unless renewed by the applicant.

2. Current County employees wishing to be considered for an opening must also fill out an application.

3. All departments shall retain applications for a period of at least three (3) years.

E. Employee Selection and Processing.

1. The County Administrator or Elected Official or Judge shall be responsible for screening and interviewing candidates for the position.

2. No new employee shall start work until they have signed a Drug-Free Workplace Policy statement.

3. No new employee shall start work until they complete an employment physical examination which may include x-rays, tests for alcohol and controlled substances, background checks and any other indicated tests and examinations which are determined to be job related. This shall be paid for by the County and shall be taken from a County appointed physician. No new employee covered under this section shall commence work for the County until the results of the employment physical examination are received and are determined satisfactory by the County Administrator.

4. When the results of the employment physical are determined satisfactory, the official starting date shall be set for the employee. The County Administrator or Elected Official or Judge shall notify the Personnel Committee, via a personnel action form, as to the candidate selected for the position.

5. The new employee shall be required to fill out the appropriate paperwork (including benefit enrollment forms, if applicable) and will review the programs and policies of the County and their new department prior to commencing work. The responsibilities and duties of the position will also be reviewed with the County Administrator or Elected Official or Department Head, as appropriate, so that the new employee understands what is expected of him/her. The County Administrator shall verify that these steps have been completed by signing the personnel action form and the "New Employee Checklist" (filled out by the Department Head), which will then be forwarded to the Personnel Committee through the Administration office.

6. Current County employees, who are changing positions, and the affected departments shall be notified by the County Administrator in writing, of the promotion or transfer and the official starting date will be determined (up to two [2] weeks notice should be given to affect an orderly transition). Appropriate paperwork will then be filled out, and if the County Administrator, or Department Head or hiring Elected Official deems it appropriate for the new position, a physical examination may be required. County employees transferred or promoted will meet with their new Department Head in order to discuss the duties and responsibilities of the new position and to be familiarized with the new department prior to commencing work.

SECTION 5

EMPLOYMENT DATES

A. Date of Hire. The effective date on which an individual is officially hired as an employee of Menominee County shall be designated as that individual's "Date of Hire". This date is used to determine vacation time, sick time and retirement benefits. An employee's "Date of Hire" will remain in effect throughout the employee's continuous consecutive years of Employer paid employment with the County. The following shall alter an employee's Date of Hire:

1. Layoffs which exceed one (1) year, which shall change ones hire date to the date of return to employment.

2. Authorized medical leaves of absence or other authorized leaves of absence exceeding one (1) year, which will change one's hire date to the date of return.

3. Termination of employment for any reason.

B. Anniversary Date. The effective anniversary date of employment shall be their first day of work. A part-time employee or casual employee moving to full-time status will retain their anniversary date. When transferring to another pay grade, the employee will receive a new anniversary date corresponding to the first day at the new pay grade. Step increases will be given yearly (based on a 6 year progressive wage scale) on the anniversary date.

SECTION 6

HOURS OF WORK

Hours of work are to be determined by Department Heads with approval of the County Board.

SECTION 7

OVERTIME

A. Overtime. Employees working more than 80 hours a pay cycle shall receive time plus one-half (1/2) of their hourly rates. This provision will exclude bargaining units and exempt employees of the county.

B. Compensatory Time. Time will be earned on an equal hour for hour basis. This will be allowed for exempt employees at the discretion of their Department Heads.

C. Exempt Employees. "Exempt" employees, as used in this Article, shall refer to employees exempt from the overtime provisions of the Federal Fair Labor Standards Act, being 29 USC 201, et seq.

These employees shall be compensated on a salary basis. These employees include, by way of example and not limitation:

1. Officers elected by popular vote and persons appointed to fill vacancies in such offices.

2. Officers and employees for whom the Constitution specifically directs the manner of appointment.

3. Members of the boards and commissions specifically required by law to be appointees of the Board of Commissioners, the Governor or other non-County officials or official bodies.

4. Persons appointed by elected official to policy making positions (generally the one chief deputy or assistant to each of the elective officers.)

5. Bona fide Executive, Administrative and Professional employees as defined by the Fair Labor Standards Act legislation and in its implementing rules and regulations.

6. Non-Exempt Employees. "Non-exempt" employees, as used in this Article, shall be employees that are not exempt from the overtime provisions of the Federal Fair Labor Standards Act, being 29 USC 201, et seq.

SECTION 8

CLASSIFICATION PLAN

A. The County has adopted a classification plan provided by its former consultant, DMG - Maximus (currently MGT Consulting Group), which is labeled "Appendix B", and is a part of this Personnel policy. All of the positions in the County are grouped into classifications so that all positions doing the same general type of work or with the same general level duties and responsibilities shall have the same classification. The classification of each position has been determined by the Study adopted by the Board of Commissioners on September 24, 2001. The Study has been in effect since October 1, 2001.

Requests for reclassification due to the assignment of significant additional duties will require the completion of a position questionnaire by the employee and reviewed by the Department Head and be approved by the Board of Commissioners. It will then be submitted to MGT who will provide a new job description and pay classification for the position. The request for new positions will follow a similar process. The Board of Commissioners may, at its discretion, initiate the reclassification process.

B. Establishment and Classification of New Positions. New positions shall be established only by the Board of Commissioners on the recommendation of the Personnel Committee. A Department Head wanting a new position established and classified shall make such a request to the Personnel Committee, through the County Administrator by March 1st then forwarded to the County Board for approval by March 31st. If approved by the Board, a job description must be completed by the Department Head and forwarded to MGT for a classification/ pay grade recommendation.

C. Reclassification Determination of Existing Positions. A Department Head wishing to recommend the reclassification of a position within their department shall make such a request to the Personnel Committee through the County Administrator only if there has been a substantial addition or deletion of requirements to the position. A position questionnaire must be completed by the employee and reviewed by the Department Head. The position questionnaire must show if any duties are being changed: how were they handled in the past? Who was responsible for doing those duties before? This process, if approved by the Board, will begin during the budget construction process for the next fiscal year. Implementation action will begin at the start of the next fiscal year, if funded.

SECTION 9

COMPENSATION

A. All County wages and salaries shall be set by the Board of Commissioners. All employees covered by these policies will be classified and placed on the approved Wage Schedule for each year. This wage rate shall not include longevity, shift differential, or other bonuses.

B. Starting Wage Rates. The starting wage rates for an employee in a given classification will normally be the base rate of the wage range, except:

1. When the employee enters the new classification by way of promotion from another County classification with a lower maximum wage rate, the employee shall be started at the lowest rate in the new classification which is at least three percent (3%) higher than the employee's current rate of pay.

2. When the employee brings recent directly comparable work qualifications to the classification, the Department Head may petition the Board of Commissioners to start the employee at a rate of a three (3) year level (under this level is Dept. Head discretion), provided this rate will be within the Department's budget and the Department Head notifies the County Board of the starting rate.

3. Menominee County utilizes a six (6) year wage progression range.

C. Longevity Bonus. Full Time employees will receive longevity pay effective on or after their 3rd anniversary date. Employees will receive longevity pay on the first paycheck in December of each year, one hundred dollars ($100) plus fifty dollars ($50) for each additional year above three (3) years, up to a maximum of one thousand dollars ($1000).

SECTION 10

RETIREMENT PLAN

A. MERS. The County participates in a retirement program administered by the Michigan Municipal Employees Retirement System (MERS) as provided by Act 135, of the Public Acts of 1945, as amended.

B. Plan. Individual Employees who were previously covered under individual contracts will continue under those plans, all others or any new hires after January 1, 2005 shall follow the same plans as followed by the Courthouse bargaining unit. Full Time Employees hired on or after 1/1/2015 will be required to participate in the county's Defined Contribution Retirement Plan (DC Plan) administered through MERS. The terms of the DC Plan shall be as follows: The County shall contribute an automatic five percent (5%) of an employee's gross pay into the plan. The County will match up to an additional three percent (3%) pre-tax contribution by the employee. Employees will be vested at the completion of three (3) years of service.

C. MERS Regulations. The above benefits are subject to amendments of Act 135, of the Public Acts of 1945 and the MERS regulations. Additional information explaining the retirement system is available through the County Administrator.

SECTION 11

LIFE INSURANCE

The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars ($10,000).

SECTION 12

HOSPITALIZATION AND MEDICAL INSURANCE

A. Health Insurance. The Employer agrees to provide a health insurance program for full time employees and his/her dependents. Coverage provided will be substantially equal to the coverage including premium co-pay as negotiated with the Courthouse bargaining unit. Those wishing to opt out of group coverage will be paid a stipend (in lieu of) as agreed to by the Courthouse Bargaining unit.

B. Retirement Insurance. Upon retirement from the County's service, the Employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that an employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier. (COBRA) Consolidated Omnibus Budget Reconciliation Act.

C. Per the Affordable Care Act, those employees who no longer meet the requirements of qualification for health insurance will be offered COBRA as described above.

SECTION 13

TRAVEL ALLOWANCE

The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

1. Mileage Allowance.

   (a) The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.

   (b) Miles shall always be computed on the basis of the shortest distance between the point of departure and destination.

   (c) There shall be an explanation given on all claims made to the County for reimbursement expenses for all trips. The parameters of what is sufficient explanation will be established by the County.

2. Conferences, Conventions or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer: Only conferences directly affecting or applying to an employee's job will be reimbursed.

   (a) Attendance at a meeting, convention, conference or seminar shall have the prior approval of the County Administrator.

   (b) Travel by private automobile shall be reimbursed at the rate as provided in section 1 (a) above.

   (c) If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer.

   (d) If travel is by common carrier, coach fares will be reimbursed.

   (e) Reimbursement for meals will follow the policy (R91-11) and rate adopted by the County.

   (f) When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate only will be reimbursed to the employee.

(g) Business expenses such as tolls, telephone and fax expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.

(h) Parking fees during the conference, convention, seminar or meeting will be reimbursed.

(I) Expense Vouchers shall be submitted within one (1) week following the convention, conference, seminar or meeting attended by the employee. All vouchers that contain reimbursement requests for personal out of pocket expenses such as meals, tolls, or fuel must be submitted with a receipt documenting the expense.

(j) The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited to:

1) Travel insurance;
2) Laundry or dry cleaning; or
3) Hospitality or entertainment expense.
4) Alcoholic Beverages

3. Advance Payment.

Employees may receive an advanced payment for meals and mileage prior to traveling on the employer's business. The advancement requires the prior approval of the Department Head and the County Administrator and must be in compliance with the following provisions:

1. The request shall be in writing and received in the County Administrator's office at least five (5) days prior to the requested issuance date.

2. The advance shall be limited to meal and mileage expenses and shall be calculated based on the number of days and meals that the employee is out of the area on employer's business.

3. Within five (5) days after the employee's return, all receipts must be turned in with a travel report. All advance funds that are not accounted for with receipts must be returned at the same time.

SECTION 14

HOLIDAYS

1. Recognized Holidays. Recognized County holidays are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, the Friday after Thanksgiving, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.

2. Holiday Pay. Full-time employees not required to work on a recognized holiday shall receive eight (8) hours pay at their regular rate for the holiday.

3. Holidays Worked. Non-exempt employees required to work on a holiday shall receive time and one-half (1-1/2) times their regular rate of pay for hours worked on the holiday. Exempt employees will not receive additional compensation when working holidays.

4. Designation. Any of the recognized holidays falling on a Saturday shall be observed on the preceding Friday; any of the recognized holidays falling on a Sunday shall be observed on the following Monday, with the exceptions of holidays for employees working in a seven (7) day a week operation, for whom holidays will be recognized on the nationally designated date.

SECTION 15

PERSONAL LEAVE

The intent of the personal Leave policy is to allow employees the ability to take time from their employment during a year.

It is further understood that an employee, whenever possible, will attempt to schedule personal leave time in advance with the department head so normal operations will not be affected.

Vacation Eligibility: Vacation leave with pay will be granted to all permanent full-time and regular part-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of County employment.

Vacation Benefit: The vacation benefit will follow the Collective Bargaining Agreement of the Menominee County Courthouse Employees Association in all aspects including but not limited to: amount earned, payment, accumulations, use, scheduling, payment upon separation, etc.

Sick Leave: Sick leave benefits shall follow the Collective Bargaining Agreement of the Menominee County Courthouse Employees Association in all aspects including but not limited to: accumulation, use, payment upon separation, notification, verification, etc.

Personal Days: as per the Collective Bargaining Agreement of the Menominee County Courthouse Employees. If not used, personal days will not be paid for upon separation of employment.

Compensatory Time: No compensatory time may be accumulated beyond forty (40) hours at any one time. Any accrued compensatory time (no more than 40 hours) will be paid for in full upon separation of employment.

SECTION 16

FUNERAL LEAVE

Funeral leave will be granted in the event of a death in the immediate family as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, grandchildren, step-father, step-mother, step-son, step daughter, sister, brother, mother-in-law, father-in-law, son-in-law, and daughter-in-law of the employee. One (1) day funeral leave will be granted in the case of death of grandmother, grandfather, or step grandparent of the employee.

Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the Department Head.

SECTION 17

MILITARY RESERVE TRAINING LEAVES

Upon presentation of official orders requiring training, a full time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation that would have been received had the regular full time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

SECTION 18

WORKER'S COMPENSATION

A. Employees are covered by the Worker's Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to his/her supervisor and the County Clerk within 24 hours after the mishap and fill out the proper reporting forms. Failure to properly report an injury may disqualify you for benefits under Workers' Compensation Insurance.

B. All employees covered under this manual who have been employed for one (1) year or more sustaining all occupational injury for which compensation is paid by the Workers' Compensation Insurance carrier may use accumulated sick or vacation leave pay to equal the difference between the compensation benefits and his/her regular bi-weekly salary less normal tax withholdings. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Workers' Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees for a maximum of six (6) months from the date of the injury, to pay the premiums on health insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Worker's Compensation.

SECTION 19

LEAVES OF ABSENCE FOR JURY DUTY OR COURT APPEARANCES

A. Court appearance time during scheduled working hours. This type of leave is caused by an employee being subpoenaed as a witness to appear in Court on behalf of the County because of their County position. The employee shall suffer no loss of salary and benefits from that which they would have normally accrued and been paid while on this leave, provided all witness fees, less mileage, are deposited with the Office of the County Treasurer.

B. Court appearance time during non-scheduled working time. When a County employee that is not exempt from overtime is required because of their County position to appear in Court on behalf of the County during their nonscheduled working time, the time so spent in Court shall be counted as hours worked for salary and benefits. The court appearance must be verified, in writing, by the court involved in order to receive payment for this leave.

C. Jury Duty. This is an absence from work caused by an employee being ordered to serve as a juror in a court of law. Employees ordered to serve as a juror must show proof and will be required to deposit the jury fee, less mileage and expense allowances, in the Office of the County Clerk. Then the employee will be paid and will accrue all benefits that they would have normally received while not on jury duty. Employees excused from Jury Duty are expected to return immediately to their County duties.

SECTION 20

FAMILY AND MEDICAL LEAVE ACT

LEAVE ENTITLEMENTS: Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS: While employees are on FMLA leave, employers must continue health insurance coverages as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer must not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS: An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

* Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE: Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES: Once an employer becomes aware that an employer's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT: Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

EMPLOYER SPECIFIC REQUIREMENTS: In accordance with the Family and Medical Leave Act, Menominee County will require the following:

- All elected officials, department heads, and/or supervisors are required to notify the County Administrator as soon as possible if they believe an employee has requested leave that may qualify for FMLA leave, regardless if the employee specifically requests FMLA leave or uses the term FMLA.
- Any request for leave that qualifies for FMLA leave shall be designated as such.
- Employees are required to substitute accrued paid leave (vacation, sick, and personal) for FMLA leave. Substitute means that the accrued paid leave will run concurrently with the unpaid FMLA leave. Accrued paid leave used for and FMLA-covered reason is FMLA-protected.
- The 12-month FMLA "leave year" is defined as the 12-month period beginning on the first day of an employee's work anniversary.

SECTION 21

LEAVES OF ABSENCE WITHOUT PAY WITHOUT BENEFITS

A. Administrative Leaves. At his/her request, a regular employee in good standing may be granted an administrative leave of absence without pay with the approval of the County Administrator under the following conditions:

1. The employee will indicate the duration of such leave in his/her initial request.

2. The requested leave is for additional training to better qualify him/her in work assignments, or the leave is needed because of reasons sufficient in the opinion of the County Administrator to warrant such leave of absence.

3. Extensions of administrative leaves may be granted provided a written request is made, where possible, at least seven (7) days prior to the expiration of the leave.

4. All paid vacation and personal leave accumulations must be used prior to approval of an administrative leave.

Administrative leaves under this section shall be granted to employees to the extent required by the federal Family and Medical Leave Act of 1993 (PL 103-3), and any applicable amendment to such Act.

B. Health Leave. A leave of absence without pay due to sickness and injury which prevents the employee from discharging his/her normal duties, may be granted on the following basis:

1. A regular employee may be granted a leave of absence upon the approval of the County Administrator or Elected Official for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. Upon the employee's request, the County Administrator may grant extension periods for such health leave if, when requested, the need for such extensions are medically verified and the County Administrator or Elected official feel such extension is justified. The Employer may request the employee to provide the County with a physician's statement attesting to an employee's continued inability to work on a reasonable basis. Upon the employee's return to work from such leave, the employee shall furnish the County a physician's statement as to his/her fitness for work.

2. The employee must utilize his/her personal leave (i.e.: illness, vacation, personal) before requesting an unpaid leave of absence for illness or injury. (If not requesting via FMLA).

3. The employee shall submit a medical certification as the employee's ability to resume work after (1) all unpaid leaves in excess of thirty (30) days taken for the employer's health or injury reasons; (2) all unpaid leaves taken for the employee's mental health reasons; and (3) after any absence from work during which the employee received worker's compensation benefits. Employees shall be provided specific notice that a return to work certificate is required when they go on unpaid leave, or when it is determined that the leave will require such a return to work certification.

4. The Employer may request an employee to submit to a physical or psychological or occupational examination with a physician designated by the County in the event the employers question the necessity for a health or injury leave. If required, the exam will be paid for by the County.

C. When a leave of absence without pay under this Article is granted for a specific time period of not more than twelve (12) weeks, and is not extended beyond such period, the individual shall normally be entitled, at the termination of such leave, to reinstatement to his/her former position. When a leave of absence is required for a period of more than twelve (12) weeks, the employee's position will not automatically be held open for him/her. The employee may be reinstated after return from leave if and when comparable employment is available.

D. Benefits. All leaves of absence under this Article will be without pay and fringe benefits, including, but not limited to, employer paid insurances, except that the County will continue Employer paid health insurance for the duration of a duly approved health leave of absence, up to a maximum of twelve (12) months. The employee must pay their portion of health insurance or it may be terminated. No benefits or seniority shall accrue during such leaves. To the extent required by federal law, the County will also continue to make available group health coverage for leaves other than Employer approved health leaves which are covered by the Federal Family and Medical Leave Act of 1993 (PL 103-3), as amended. Employees may also continue health insurance coverages under the County group policies at the employee's expense to the extent required by Federal law. (COBRA) Consolidated Omnibus Budget Reconciliation Act.

E. Failure to Return. In the event that any employee fails to return from an unpaid leave after the end of the approved leave period, the employee will be considered to have voluntarily resigned from County service. Employees may also continue health insurance coverages under the County group policies at the employee's expense to the extent required by Federal law. (COBRA)

F. The County reserves all employer rights relating to leaves of absence that may be provided under Federal Family Leave Act.

SECTION 22

PERSONAL CONDUCT

A. All County employees are expected to adhere to the following rules of conduct. The list of rules is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the Board, the Department Head or elected County officers. The purpose of these rules is to set forth some rules of conduct which can result in disciplinary action, including possible discharge. Other type behavior can subject an employee to disciplinary action including discharge.

B. The progressive discipline procedures within the bargaining unit contracts will be followed.

The examples of behavior listed below are considered unacceptable conduct:

1. Habitual tardiness at commencement of the workday or after lunch (habitual shall be interpreted to be two instances in one month without sufficient reason, as determined by the Department Head).

2. Absenteeism without sufficient reason or proper notification.

3. Disregard of safety rules or common safety practices.

4. Abuse of break time.

5. Use of profanity or obscene language in the presence of fellow employees or the public.

6. Faulty work and/or covering up faulty work.

7. Failure to complete work assignments.

8. Inefficient work, incompetence or neglect of duty.

9. Conduct disruptive to the work of other employees.

10. Dress inappropriate for work areas and/or which fails to take into consideration public contacts, public expectations and safety or sanitation.

11. Unprofessional conduct.

12. Injurious or dangerous pranks.

13. Fighting on the premises (quarreling not considered fighting).

14. Gambling during working hours.

15. Making or publishing false, vicious, or malicious statements concerning any County employee or the County government

16. Malicious destruction of County property.

17. Unjustified abuse toward the public, either verbal or physical.

18. Willful disobedience to the proper directive of a supervisor, or other acts of insubordination.

19. Unauthorized use of County property, equipment or facilities (including telephones and duplicating equipment).

20. Violation of any County work rules, this manual, or Department rules established by your Department Head.

21. Carelessness or negligence which results in injury to another employee, client or visitor.

22. Sleeping on duty.

23. The misuse of, or removal from the premises without authorization of, any County records or confidential information, or any other County property.

24. Theft of any property of fellow employees or of the County.

25. Knowingly falsifying any timekeeping records, or intentionally giving false information to any whose duty it is to make such records.

26. Possession, consumption or use of any alcoholic beverages on the County premises or while on duty.

27. Possession, consumption or use of a non-prescribed controlled substance. (Refer to drug free work policy)

28. Reporting to work while impaired by the use of alcoholic beverages or controlled substances.

29. Absence on workdays without notice or leave, and without justifiable reason for failure to report.

30. Violation of departmental rules on confidentiality.

31. Immoral conduct.

32. Failure to abide by the standards of conduct established by State law in 1968 PA 317, as amended (being MCL 15.321-15.330) and/or the standards of conduct applicable to State employees in 1973 PA 196, as amended (being MCL 15.341-15.348), which statutes relate to conflicts of interest.

33. Instigating, aiding or participating in any illegal strike or work stoppage.

34. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours.

35. Criminal conviction of a felony, or a serious or work related misdemeanor.

36. Unauthorized possession of firearms, dangerous weapons for personal protection devises, while on duty or on County premises.

37. Falsification or unauthorized altering of employment application information, or County records.

38. Sexual harassment of any other employees or members of the public while on duty or in connection with County assignments.

SECTION 23

COUNTY POLICIES

A. Telephone Calls. Use of County telephones is not permitted for personal long distance calls except in emergencies. Department Heads may require employees to log all telephone calls.

B. Change of Name, Address or Telephone Number. If you change your name, marry, have children, change your phone number, or change your address, it is important that you inform your supervisor and the County Clerk's Office as soon as possible so that your records and insurances may be adjusted. It is your responsibility to keep the Clerk's Office up to date regarding these matters.

C. Resignation. Should an employee decide to leave employment, a minimum of a two (2) weeks' notice in writing must be given to your Department Head.

D. Employment of Relatives. It is the policy of the County to permit the employment of qualified individuals who are related to an existing employee, provided a *direct* supervisory-subordinate relationship would not exist as a result of that employment, or such persons do not work in the same department. Relatives are defined as spouse, brothers, sisters, parents, in-laws, and natural or adopted children.

If a *direct* supervisory-subordinate relationship occurs as a result of a marriage between two employees working or if such persons would work in the same department, then the County will attempt to transfer one of the individuals, but it is not required to do so. If a transfer does not occur, one of the employees will be required to resign within sixty (60) days of the marriage.

E. Personnel Records. Personnel records are maintained for employees with the County Clerk. These records include information on initial employment or re-employment, professional credentials, salary increases, promotion, demotions, disciplinary actions and other pertinent employment information. You may have access to review and have a copy made of your personnel file provided the County Clerk or their designee, are present during the review.

F. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment, conflict with, or impair your responsibilities to the County.

The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

1. Employees engaged in outside or supplemental employment shall:

   (a) Not use County facilities as a source of referral for private customers or clients.

   (b) Not be engaged in during the employee's regularly scheduled working hours.

   (c) Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients.

   (d) Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.

   (e) Maintain a clear separation of outside or supplemental employment from activities performed for the County.

   (f) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of employee's duties.

2. The County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

G. Tardiness. Employees who are late may be docked for time lost, and may be otherwise disciplined and/or dismissed at the discretion of the Department Head.

H. Absenteeism. Employees are required to notify their immediate supervisor prior to any absence as soon as possible.

I. Dress and Grooming. Employees are expected to maintain a neat and well-groomed appearance in accordance with their position and working conditions. A Department Head may implement a code for his/her department.

J. Public Decorum. All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.

K. Acceptance of Gifts. Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee.

L. Personal Mail. Personal mail should not be addressed to the County address. Employees shall not use County postage or other County property for personal business.

M. Visitors. Friends, relatives and children of employees are not allowed in the working areas without the approval of the Department Head.

N. Sexual Harassment. Menominee County does not condone any form of sexual harassment in the workplace. Menominee County will provide employee a copy of the Menominee County's Sexual Harassment: Your Rights and Responsibilities policy. Sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission of such conduct is made either explicitly a term of condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Any employee engaging in an act of sexual harassment shall be subject to disciplinary action, up to and including suspension and/or discharge.

If an employee is being sexually harassed he/she should:

1. Make an attempt to rectify the situation by direct confrontation with the harasser, stating that the advances are not welcome.

2. If direct confrontation is unsuccessful or if you are unable to confront the harasser, the employee may: 1) report the harassment to the Department Head who will investigate or attempt to resolve the problem; 2) Report the harassment to the County Administrator, then the complaint may be then heard in executive session of Personnel Committee; and/or 3) file a formal charge with the Michigan Department of Civil Rights or, under the Title BI, with the Equal Employment Opportunity Commission.

O. Personal Equipment and Valuables. It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. You are discouraged from having personal items at your office and the County cannot be responsible for any loss or damage to such items.

P. County Property. Employees shall conform to all rules for use and treatment of County facilities and property, and shall not use any County property, equipment, facilities or staff for personal matters or gain.

Q. Political Activities

1. Political activities on the part of County employees shall in all cases be in accordance with the applicable State law, being 1976 PA 169, as amended (MCL 15.401, et seq) and, where applicable to employees funded through Federal funds, by Federal law, being 5 USC '1501-1508 (commonly known as the "Hatch Act") and any applicable regulations relating to these statutes.

2. Any political activities on the part of County employees in violation of these laws may result in dismissal from County services.

R. Parking. ~~Employees are to use designated parking areas only so that parking is available to the public.~~ The first row of parking along the west side of the Courthouse is designated for visitor parking. No employee shall park in this section of the Courthouse parking lot unless they receive prior approval from the County Administrator. The County Administrator shall only permit employees to park in the visitor section when there is a legitimate need deemed necessary for health or security as determined by the County Administrator.

Employees parking at other County facilities should do so in a manner that allows the public direct and easy access to the County facility.

The County Administrator may enact additional parking policies at the Courthouse or other County facilities when or if necessary to ensure adequate parking for the public is available.

S. Inclement Weather.

1. Upon notification of the County Administrator, the County Chair will determine if weather conditions are severe enough to close the Courthouse. Notice of closing will be broadcast over local radio stations. All employees will be paid for their regularly scheduled hours that day if the Courthouse is closed.

2. Employees who are unable, due to weather conditions, to report for work when the Courthouse is open must use annual leave, sick leave, or compensatory time in order to be paid for that day.

3. If weather conditions or other acts of God make it necessary to close the Courthouse after the business day has started, all employees will be paid for their regularly scheduled shifts for the period the Courthouse is closed. This decision will be made by the County Administrator, then the County Chair. In the County Chair's absence, the Vice-Chair will be contacted and if Vice-Chair is absent the following steps will be taken: 1. Contact Finance Chair; 2. Contact Personnel Chair.

T. Time Records and Payroll Records.

1. All employees covered by this personnel policy must submit a Time Report with their payroll voucher. Time Reports must be fully completed with hours worked, vacation and sick leave accumulation, Compensatory Time, and reasons for any absence. Failure to submit a Time Report will be cause to withhold wages until the Time Reports are submitted.

2. In the event it becomes necessary for an employee to change any facet of their payroll information, such as number of deductions, address, wage scale, etc., the proper form must be completed and submitted with the payroll voucher prior to the change. All necessary forms will be furnished by the Clerk's Office upon request.

U. Departmental Policies. Department Heads may have additional policies to be applicable to their employees as deemed necessary with prior approval of the County Board of Commissioners. These department policies must be on file at the County Administrator's office.

V. Identification Badge.

1. County Employees, except Sheriff Department who will wear the uniform identification per department policy, are required to wear a photo identification badge.

2. Badges are to be worn in a highly visible manner to identify individuals as Menominee County employees.

3. The Sheriff Department shall produce an identification badge for all employees.

SECTION 24

DISCIPLINARY PROCEDURE

Types of Disciplinary Actions.

For each type of disciplinary action there is a separate disciplinary procedure. If the employee being disciplined is not satisfied with the action taken or the procedure used, the employee may submit a complaint in accordance with the complaint procedure. In the case of employees covered by a collective bargaining agreement, the procedures within the collective bargaining agreement shall also be followed.

Prior to any of the following disciplinary actions being taken by the County, the employee department head is required to conduct a thorough investigation into the alleged offense. The investigation is to be placed on the County's Personnel Action Form along with any other pertinent documents attached to this form. The investigation is to include giving the employee's an opportunity to respond to any accusation. A report of the investigation will be submitted to the County Administrator's Office by use of the Personnel Action Form within one (1) business day. The County Administrator's Office will then distribute the Personnel Action Form as follows within one (1) business day of receiving the form: Original with Attachments - Personnel Records; Copy without attachments - Employee, Department Head(s), Payroll & County Board of Commissioners.

However, nothing herein shall bar the Employer from taking immediate and necessary action when necessary under the circumstances. This may include relieving an employee from duty pending completion of an investigation to avoid disruption of the Employer's operations when deemed necessary by the department head. Upon any employee being relieved of duty, the County Administrator shall be notified as soon as possible.

A. Oral Reprimand

1) The employee's department head will discuss the offense with the employee.

2) The employee will be told what potential action may occur if misconduct continues. Documentation of further reprimands will be placed in his/her personnel file.

B. Written Reprimand

1) The employee's department head will discuss the offense with the employee.

2) The employee will be told what potential action may be taken if another violation occurs.

3) A reprimand memo stating the offense and potential action will be prepared by the employee's department head. The employee will receive a copy and a copy will be placed in the employee's personnel file with another copy sent to the Personnel Committee and County Administrator. Signatures of the department head and employee must appear on all copies. The employee will sign the memo indicating he/she has read and received the reprimand memo.

C. Suspension

1) The County Administrator and Elected Official will review the offense with the employee.

2) A record of the meeting stating the offense and length of suspension will be prepared by the County Administrator or Elected Official. The County Administrator and Elected Official will review the suspension memo with the employee. The employee will receive a copy and a copy will be placed in the employee's personnel file. Another copy will be sent to the Personnel Committee. Signatures of the County Administrator and Elected Official and the employee must appear on all copies. The employee will sign the memo indicating he/she has read and received the suspension memo.

3) The employee will be suspended for a specified period.

4) Only the County Administrator or Elected Official can suspend an employee.

D. Discharge

1) The County Administrator and Elected Official will review the offense with the employee.

2) A record of the meeting stating the offense and the action to be taken will be prepared by the County Administrator. The County Administrator and Elected Official will review the discharge memo with the employee. The employee will receive a copy and a copy will be placed in the employee's personnel file. Another copy will be sent to the County Board in the form of a personnel action form. Signatures of the County Administrator and Elected Official and the employee must appear on all copies. The employee will sign the memo indicating he/she has read and received the discharge memo.

3) The employee will be terminated. Only the County Administrator or Elected Official can terminate an employee.

4) Any discharged employee wishing to appeal the discharge must do so in accordance with the complaint procedure.

SECTION 25

COMPLAINT PROCEDURE

In any organization problems and differences of opinion occur. On important matters concerning the individual employee, the County wants to be sure the employee is treated fairly. An earnest effort shall be made to settle the problems in the following manner:

Step 1. Employees who believe they have a justifiable request or complaint should discuss the grievance with the immediate supervisor. This will lead to a fair and speedy solution of most of the complaints arising out of the day-to-day operation of the County.

Step 2. An employee not satisfied with the verbal decision received in step 1, should submit a grievance in writing to the immediate supervisor. The immediate supervisor shall give an answer to the grievance in writing within five (5) working days, after the written grievance has been received.

Step 3. An employee not satisfied with the decision received in step 2, should submit the grievance in writing to the Department Head. The Department Head shall give an answer to the grievance in writing on the same form, within five (5) working days, after the written grievance has been received.

Step 4. An employee not satisfied with the decision received in step 3, should submit the grievance in writing to the County Administrator. The County Administrator, in concert with the Board Chair and the Personnel Committee Chair, shall give an answer to the grievance in writing on the same form, within five (5) working days, after the written grievance has been received.

Step 5. An employee not satisfied with the decision received in step 4, should submit the grievance in writing to the County Board thru the County Administrator. The County Board shall give an answer to the grievance in writing on the same form, after a regular scheduled meeting. (Per Act 267 of 1976 15.268 (8)(c)) If requested, may be held in closed session. This decision shall be considered as final.

APPENDIX "A"

MENOMINEE COUNTY
BOARD OF COMMISSIONERS, PERSONNEL COMMITTEE
NEW EMPLOYEE CHECKLIST

1. Department: _____

2. Position: _____

3. Date of Position Vacancy: _____

4. Date Position Filled: _____

5. Starting Rate of Pay: Grade: _____Step:_____; being $_____/hr.)

6. Employee Hired: _____
(name)

_____
(address)

7. Employee Status: Regular Full-Time_____ Regular Part-Time_____

Temporary_____ Seasonal _____

8. Position was advertised through: _____
(Name of Media Sources Used)

9. The New Employee's Pre-employment Application was submitted on: _____
(Date)

10. a. The Employee's Pre Employment Physical was conducted on: _____
(Date)

b. Employee's Physical Reflected no Limitations, except: (list any) _____

_____

11. New Employee filled out Necessary Employment and Benefit Enrollment Forms at Clerk's Office on: _____

12. New Employee signed Drug-Free Workplace Policy on_____.
(Date)

13. New employee signed Computer Usage Policy on _____
(Date)

14. New employee signed Sexual Harassment-Your Rights and responsibilities policy on _____(Date)

15. The new Employee was oriented to his/her new position by _____ (Name) on _____ (Date)

16. The Department Head/Elected Official is responsible to be sure the new employee has reviewed/received the information below. **Employee** will initial below when each item has been reviewed/received.

a. ____ review and receipt of County Bylaws, Board Rules, County policies

b. ____ review and receipt of County Personnel Manual

c. ____ review and receipt of Union Contract

d. ____ review of Department Policies, if any

e. ____ review/receipt and sign position's duties and responsibilities (job description)

f. ____ review of fire safety/emergency planning rules (located in hallways)

g. ____ review of safety rules, such as blood borne pathogens, *applicable to position.*

h. ____ review what to do in event of injury or accident *(while on the job)*

i. ____ review of employment poster (located outside County Treasurer's Office).

j. ____ other:

Date: _____

_____

Department Head Signature

This form must be submitted to the County Administrator with the Personnel Action form.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Parks request for additional seasonal worker**
DEPARTMENT:	**Parks/Administration**
ATTACHMENTS:	**No**

SUMMARY:

The County Board approved the current budget with 5 seasonal workers at the parks (plus Karen and Jim Q). Jim and Karen are requesting one more seasonal worker to be added for the 2019 camping season. The scheduling of only five workers leaves them short if anyone calls in sick or if Jim or Karen need to leave the park. They request to hire one more "floater" that can do the office work and the maintenance work. Board to discuss adding another seasonal worker.

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

PARKS	Employee Name	PROJECTED SALARIES	HOSPITAL INS	FICA	FICA-MED	WORK COMP	RETIREMENT	Uniform Allowance	TOTAL
		780		0.062	0.0145	1.8			
Park Ranger	Quist, Jim	$37,925	$15,429.46	$2,167.97	$507.03	$2,271.24		400	$59,630
Parks Seas.Office Mgr.	Kayser, Karen	$10,920	$0.00	$677.04	$158.34	$55.04	n/a		$11,810
Parks Seas.Office Worker	Hannah	$7,800	$0.00	$483.60	$113.10	$39.31	n/a		$8,436
Parks Seas. Parks/office Worker	**vacant**	$7,800	$0.00	$483.60	$113.10	$456.30	n/a		$8,853
Parks Seasonal Worker	Mikus, Shaun	$7,800	$0.00	$483.60	$113.10	$456.30	n/a		$8,853
Parks Seasonal Worker	**vacant**	$7,800	$0.00	$483.60	$113.10	$456.30	n/a		$8,853
Parks Seasonal Worker	Ken Anderson	$9,360	$0.00	$580.32	$135.72	$547.56	n/a		$10,624
									$117,059

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Resolution 2019-12 ~ Land Division & Combination Procedures**
DEPARTMENT:	**Equalization/Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

The Equalization Director had a meeting with all townships and came back with discussion of the fee schedule that the county board approved at the prior meeting. Discussion was to allow the EQ dept. to take care of all of the split/combinations of land parcels in the county due to the fact that there is a lot of back and forth between the EQ department and the townships through the process now. The townships will still need to approve the divisions, and this resolution. But the process should be charging a lot more than $30. There are a lot of details that the department will need to verify prior to execution.

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

RESOLUTION 2019-12

Menominee County
Land Division and Combination Procedures

WHEREAS, Menominee County Equalization Department is responsible for specific duties in the process of dividing and combining parcels of property in Menominee County; and

WHEREAS, the Equalization Department agrees to adhere to the State of Michigan Land Division Act 288 of 1967 as Amended, The Zoning & Enabling Act of 2006, and each Municipality's Land Division Ordinance; and

WHEREAS, the Equalization Department agrees to accept all applications for land division, combinations, and reconfiguration of land boundaries in the County and: positively identify all land owners of parcels; verify and re-write all legal descriptions for proposed new parcels; verify proof of taxes or special assessments are paid and current on all parent parcels; verify allocated divisions available on parcels; draw proposed new parcels, and confirm the accuracy of legal descriptions on potential deeds for recording; and

WHEREAS, the Equalization Department will confirm the municipality, school district, Town, Range, Section, class of property, and contiguous nature of proposed new parcel(s); and

WHEREAS, the Equalization Department will collect a non-refundable application fee of $250.00 per Land Division and Combination Application prior to any proposed changes; and

WHEREAS, the Equalization Department will process each application within 21 days and forward to the municipality for final approval, and adhere to the 45-day approval or denial period pursuant to the Land Division Act 288 of 1967 as Amended; and

WHEREAS, the Equalization Department will set the deadline to receive Land Division and Combination applications as November 1st of each current year to be completed for the following tax year. Any applications received between November 1 and December 15 will have an additional $50 fee assessed for the application and processing. Applications received after December 15 will be processed after January 1 in the following tax year; and

WHEREAS, the purpose of this Resolution is to carry out the provisions of the Land Division Act 288 of 1967 as Amended and; to prevent the creation of parcels of property which do not comply with applicable ordinances of said Act: to minimize potential boundary disputes, to maintain orderly development of the community, and to otherwise provide for the health, safety and welfare of the residents and property owners of Menominee County by establishing reasonable

DRAFT

standards for prior review and approval of land divisions, combinations, and reconfigurations within the County.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Menominee County Board of Commissioners hereby adopts this Resolution.

BE IT FURTHER RESOLVED that this Resolution will be forwarded to all municipalities in Menominee County for their approval and agreement of such.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS

AYES: _____ **NAYS:** _____

RESOLUTION DECLARED ADOPTED.

_____ _____

Gerald Piche, Chairman, Menominee County Board of Commissioners Date

I hereby certify that the foregoing is a true and complete copy of **Resolution 2019-12** adopted by the County Board of Commissioners at a regular meeting held on **May 28, 2019**, and I further certify that the public notice of such meeting was given as provided by law.

_____

Marc Kleiman, Menominee County Clerk

DRAFT

LAND DIVISION ACT
Act 288 of 1967

AN ACT to regulate the division of land; to promote the public health, safety, and general welfare; to further the orderly layout and use of land; to require that the land be suitable for building sites and public improvements and that there be adequate drainage of the land; to provide for proper ingress and egress to lots and parcels; to promote proper surveying and monumenting of land subdivided and conveyed by accurate legal descriptions; to provide for the approvals to be obtained prior to the recording and filing of plats and other land divisions; to provide for the establishment of special assessment districts and for the imposition of special assessments to defray the cost of the operation and maintenance of retention basins for land within a final plat; to establish the procedure for vacating, correcting, and revising plats; to control residential building development within floodplain areas; to provide for reserving easements for utilities in vacated streets and alleys; to provide for the filing of amended plats; to provide for the making of assessors plats; to provide penalties for the violation of the provisions of this act; to repeal certain parts of this act on specific dates; and to repeal acts and parts of acts.

History: 1967, Act 288, Eff. Jan. 1, 1968;—Am. 1982, Act 529, Eff. Mar. 30, 1983;—Am. 1991, Act 59, Imd. Eff. June 27, 1991;—Am. 1996, Act 591, Eff. Mar. 31, 1997.

Popular name: Plat Act

Popular name: Subdivision Control

The People of the State of Michigan enact:

GENERAL PROVISIONS

560.101 Short title.

Sec. 101. This act shall be known and may be cited as the "land division act".

History: 1967, Act 288, Eff. Jan. 1, 1968;—Am. 1996, Act 591, Eff. Mar. 31, 1997.

Compiler's note: For transfer of powers and duties of the State Treasurer relative to subdivision control to the Department of Commerce, see E.R.O. No. 1980-1, compiled at MCL 16.732 of the Michigan Compiled Laws.

Transfer of powers: See MCL 16.732.

Popular name: Plat Act

Popular name: Subdivision Control

560.102 Definitions.

Sec. 102. As used in this act:

(a) "Plat" means a map or chart of a subdivision of land.

(b) "Land" means all land areas occupied by real property.

(c) "Preliminary plat" means a map showing the salient features of a proposed subdivision submitted to an approving authority for purposes of preliminary consideration.

(d) "Division" means the partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns for the purpose of sale, or lease of more than 1 year, or of building development that results in 1 or more parcels of less than 40 acres or the equivalent, and that satisfies the requirements of sections 108 and 109. Division does not include a property transfer between 2 or more adjacent parcels, if the property taken from 1 parcel is added to an adjacent parcel; and any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of this act or the requirements of an applicable local ordinance.

(e) "Exempt split" means the partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns that does not result in 1 or more parcels of less than 40 acres or the equivalent. For a property transfer between 2 or more adjacent parcels, if the property taken from 1 parcel is added to an adjacent parcel, any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of this act or the requirements of an applicable local ordinance.

(f) "Subdivide" or "subdivision" means the partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his or her heirs, executors, administrators, legal representatives, successors, or assigns for the purpose of sale, or lease of more than 1 year, or of building development that results in 1 or more parcels of less than 40 acres or the equivalent, and that is not exempted from the platting requirements of this act by sections 108 and 109. "Subdivide" or "subdivision" does not include a property transfer between 2 or more adjacent parcels, if the property taken from 1 parcel is added to an adjacent parcel; and any resulting

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MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**2019 Tax Rate Request – L-4029**
DEPARTMENT:	**Equalization**
ATTACHMENTS:	**Yes**

SUMMARY:

Each year the County Board has to authorize the L-4029 showing the tax rates for levy on the Tax Roll. Currently Menominee County has three (3) millages to be levied.

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Michigan Department of Treasury
614 (Rev. 02-19)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2019 Taxable Value of ALL Properties in the Unit as of 5-28-19
MENOMINEE	798,885,229
Local Government Unit Requesting Millage Levy	**For LOCAL School Districts: 2019 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.**
MENOMINEE COUNTY	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2019 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2018 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2019 Current Year "Headlee" Millage Reduction Fraction	(7) 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
ALLOC	OPER	11-80	7.5000	7.0612	1.0000	7.0612	1.0000	7.0612	7.0612		NONE
VOTE	RD PTRL	11-17	1.7950	1.7950	1.0000	1.7950	1.0000	1.7950		1.7950	12-23
VOTE	SR CIT	08-08	.6000	.6000	1.0000	.6000	1.0000	.6000		.6000	12-19

Prepared by	Telephone Number	Title of Preparer	Date
Kandace R Curran	906-863-2683	Equalization Director	

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with thestate constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
[X] Clerk [ ] Secretary		MARC KLEIMAN	
[X] Chairperson [ ] President		GERALD L. PICHE	

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2019 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing
Form 614 (L-4029) *2019 Tax Rate Request,*
Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 3 of 2019 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2018 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2018** permanently reduced rate can be found in column 7 of the **2018** Form L-4029. For operating millage approved by the voters after April 30, 2018, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2019 Millage Reduction Fraction Calculations Worksheet.* The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2019 and future years. This prevents any increase or "roll up" of millage rates. Use 1.0000 for new millage approved by the voters after April 30, 2019. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2019 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2019 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2019 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calulated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 3 of 2019. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2019 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 3 of 2019. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**MERS 457 Plan**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

The MERS 457 Program is a supplemental retirement program. We currently offer one supplemental retirement program. MERS is offering the 457 plan for employees.

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Who is MERS?

The Municipal Employees' Retirement System (MERS) of Michigan is an independent professional retirement services company that was created to administer the retirement plans for Michigan's local units of government on a not-for-profit basis.

Today MERS proudly counts over 100,000 participants all across the state, many of them your friends and family, neighbors and coworkers. MERS members are police officers and fire fighters, lawyers, librarians and more, located everywhere from Marquette to Marshall, and plenty in between.

MERS Retirement Board

MERS is governed by a nine-member Retirement Board, made up of representatives from municipalities at the employer, employee, and retiree level, and the general public. It has the fiduciary responsibility for selecting the investment options and oversees the System.

The Board appoints the Chief Executive Officer, who manages and administers MERS under the supervision and direction of the Board. The Board also oversees the MERS 457 Plan Document, which governs the benefit provisions of your plan.

myMERS Online Account Access

With myMERS, you can access your MERS plan(s) 24 hours a day, seven days a week for account details, statements, beneficiary information, publications, forms, calculators and much more.

Join the thousands of MERS participants who are already enjoying the benefits of myMERS. To get started, visit the "Account Access" section on mersofmich.com.

A Closer Look at MERS 457 Supplemental Retirement Program

The MERS 457 Program is designed specifically for public sector employees — people just like you — and is another great way for you to save while also providing tax benefits. The program offers you an invested account you manage, in which a portion of your salary is contributed and invested for use after you leave employment. You decide to participate, how much to contribute, and how to invest your assets. When you leave employment, your benefit is based on the total amount of money in your account.

Contributions

The MERS 457 Program offers you a variety of ways to contribute to your account, each with its own distinct advantages. Contributions are deducted from your paycheck and deposited in your account. Participation in the program is voluntary and you may elect to start or stop contributions at any time, as well as increase or decrease contributions. Contribution changes will be effective as of the first pay period of the month following the date you submit the change to your employer, or as soon as administratively possible thereafter.

Your employer may also make contributions to your account based on the provisions they've adopted. For more information regarding your plan provisions, contact your employer or MERS' Service Center.

Here's a look at the ways you can contribute to your program:

Pre-Tax Contributions

Your pre-tax contributions can be either a flat dollar amount or a percentage of payroll. Contributions are deposited into your individual account before taxes are calculated, therefore reducing your taxable income. In addition, no taxes are due on investment earnings until the money is withdrawn. This allows the account to grow faster than a taxable account.

457 and Social Security

In most cases, contributions to 457 programs are subject to Social Security tax at the time they are deferred from your pay. If your employer doesn't participate in Social Security, employees hired after April 1, 1986, will be subject to the Medicare-only portion of FICA on both employer and employee plan contributions

Roth (After-Tax) Contributions

If your employer adopts the Roth provision, you can make Roth (after-tax) contributions to your MERS 457 account. The benefit of the Roth provision is it allows tax-free withdrawal of your assets, if you meet the requirements:

- The assets must remain in the account for five years after January 1 of the year of the initial contribution, or you turn 59½, whichever is longer; or
- If you become disabled (see Disability Benefits on *page 8*)

If the requirements for a qualified distribution are not met, then Roth withdrawals are tax-free, but the earnings portion of the Roth distribution will be taxed.

Which is better: Roth or Pre-Tax Contributions?

Like most questions involving investing, there's no easy answer. Everyone should evaluate their personal situation to determine the right strategy for them. MERS has a variety of investment and retirement calculators available on our website to help. Points to remember:

- You can contribute on both a pre-tax basis and after-tax basis (Roth)
- Choose between pre-tax and Roth assets at the time of distribution to best fit your retirement needs

Tax Benefit Comparison

Sample Paycheck	No Program Deductions	MERS 457 Pre-Tax	MERS 457 Roth Contributions
Gross Wages:	$ 2,000.00	$ 2,000.00	$ 2,000.00
MERS 457 Plan - Pre-Tax Contributions	0.00	100.00	0.00
MERS 457 Plan - Roth Contributions	0.00	0.00	100.00
Payroll Deductions:			
Federal Income Tax	282.93	257.93	282.93
Social Security Tax	124.00	124.00	124.00
Medicare Tax	29.00	29.00	29.00
MI State Income Tax	81.82	77.42	81.82
Net Pay (Take-home pay):	$ 1,482.25	$ 1,411.65	$ 1,382.25

Taxes factored as bi-weekly, single and one dependent wage earner.

Contribution Limits

While you can decide your level of contributions, the IRS sets maximums for how much can be contributed to your account in a given year. This annual limit is based on the combined contributions made by you or your employer to all 457 accounts you participate in.

When you participate in the MERS 457 Program, you may contribute the lesser of:

- 100% of your gross income, after subtracting any mandatory pre-tax contributions to 401 qualified retirement plans, such as the MERS Defined Contribution Plan;

  OR

- No more than the IRS allowed annual limit on contributions. This amount may change from year to year because it is indexed for inflation. Please see our *Retirement Plan Contribution Limits and Reporting Data* chart for the most current information.

Contributions to 401(a), 401(k) or 403(b) plans generally have no impact on the amount of contributions permitted under a 457 plan and vice versa (except for purposes of determining a participant's unused deferral limit prior to 2002 in connection with Special Catch-Up). You may contribute the maximum amount under the MERS 457 Program regardless of the amount you contributed to a 401(a), 401(k) or 403(b) plan. If your employer sponsors another 457(b) plan, the maximum applies to both plans – meaning your combine contributions cannot exceed the maximum.

Special Provisions For Our Military Members

If your employment is interrupted by qualified military service (Section 414(u)(4) of the IRS Code), your contributions stop during your service. When you return to your employer, you can resume your contributions, and you may also elect to make additional contributions to catch up for the time you missed.

The additional contributions may not exceed the amount that would have been contributed during the leave period.

Rollovers

If you leave your employer, you can also roll over part or all of your account into another eligible plan. For a chart of eligible plans, please see *page 5*.

Full Rollovers

You can also choose to roll over your account into another qualified retirement program or into a personal IRA account. Any Roth contributions and associated earnings can only be rolled into a like Roth account. Rolling your plan into another plan allows you to avoid the 20% mandatory federal income tax withholding. However, other taxes may apply. Please contact a tax advisor for more information.

Partial Rollovers

Distribution of after-tax contributions from the plan may be rolled over into either a Traditional IRA, Roth IRA or to certain employer plans that accept rollovers of after-tax contributions and separately account for them. The following rules apply:

- Into an IRA – You may rollover after-tax contributions to a Roth IRA or a Traditional IRA either directly or indirectly. Once you roll over these contributions, they cannot be rolled over to another qualified employer plan.
- Rollover into an Employer Plan – You may roll over after-tax contributions to another qualified retirement plan or a Section 403(b) annuity plan using a direct rollover. The other plan must separately account for amounts rolled over, including the earnings on those after-tax contributions.

Rollover Contributions

You can also roll over any other eligible retirement or savings plans into your MERS 457 Program. A rollover is when you move your money from one eligible retirement plan into another eligible plan. Plan rollovers allow you to consolidate your savings under one plan.

The following plans would be eligible for rollover into your MERS 457 account:

Rollover To:

Rollover From:		MERS 457 Pre-tax	MERS 457 Roth	Other Governmental 457(b) Pre-tax	Other Governmental 457(b) Roth	MERS Defined Contribution 401(a)	Other Employer Provided Plans: Qualified Pre-tax Plans[2]	Other Employer Provided Plans: Designated Roth Accounts	Individual Retirement Accounts (IRA): Traditional	Individual Retirement Accounts (IRA): Roth	Individual Retirement Accounts (IRA): Simple	Individual Retirement Accounts (IRA): SEP
MERS 457	Pre-tax	Yes	Yes[5]	Yes	Yes[5]	Yes	Yes	Yes[5]	Yes	Yes[4]	No	Yes
MERS 457	Roth	No	Yes[5]	No	Yes[5]	No	No	Yes[5]	No	Yes	No	No
Other Governmental 457(b)	Pre-tax	Yes	Yes[5]	Yes	Yes[5]	Yes	Yes	Yes[5]	Yes	Yes[4]	No	Yes
Other Governmental 457(b)	Roth	No	Yes[5]	No	Yes[5]	No	No	Yes[5]	No	Yes	No	No
MERS Defined Contribution 401(a)		Yes[6]	Yes[5]	Yes[6]	Yes[5]	Yes	Yes	Yes[5]	Yes	Yes[4]	No	Yes
Other Employer Provided Plans	Qualified Pre-tax Plans[2]	Yes[6]	Yes[5]	Yes[6]	Yes[5]	Yes	Yes	Yes[5]	Yes	Yes[4]	No	Yes
Other Employer Provided Plans	Designated Roth Accounts	No	Yes[5]	No	Yes[5]	No	No	Yes[5]	No	Yes	No	No
Individual Retirement Accounts (IRA)	Traditional	Yes[6]	No	Yes[6]	No	Yes	Yes	No	Yes	Yes[4]	No	Yes
Individual Retirement Accounts (IRA)	Roth	No	No	No	No	No	No	No	No	Yes	No	No
Individual Retirement Accounts (IRA)	Simple	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes
Individual Retirement Accounts (IRA)	SEP	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes[4]	No	Yes

[1] Rollovers from SIMPLE IRAs only allowed after 2 years of participation.
[2] Qualified Plans include 401(k), money purchase, profit-sharing, and defined benefit plans
[3] Must include in taxable income and be an in-plan rollover
[4] Must be included in taxable income
[5] Must be a direct trustee-to-trustee transfer
[6] Must have separate accounts

Catch-Up Provisions

Special Catch-Up Contributions

If you don't contribute the maximum amount in a given year, you may be eligible to utilize the IRS "Special Catch-Up" contributions as you near retirement. During the **three-year period** prior to the calendar year in which you reach Normal Retirement Age (generally, determined by your pension plan) and plan to retire, you can contribute the lesser of the normal contribution limit + previously unused deferrals **OR** two times the federal maximum limit. See example below.

You may not use this special catch-up contribution in addition to the Age 50 catch-up (below) in the same year.

To determine if you're eligible, please complete the *457 Pre-Retirement Contribution Catch-Up Form (MD-414)*, available on myMERS.

Example

In 2015, Cara planned her retirement three years before reaching her normal retirement age (2018). She reviewed all past years for which she was eligible to participate in her employer's 457 program (2012 in this case) and began making Special Catch-Up Contributions in 2015, 2016, and 2017. Below is a chart that shows an example of how catch-up contributions may have worked for her, based on IRS limits.

Year	Your 457 Contribution	Maximum Amount	Underutilized Amount
2012	-	$ 17,000	$ 17,000
2013	$ 17,500	$ 17,500	-
2014	$ 10,000	$ 17,500	$ 7,500
Total			**$ 24,500**

Year	Maximum Regular Contribution	Underutilized Amounts from Prior Years	Maximum amount, including special catch-up (lesser of normal deferrals + underutilized deferrals OR two times normal deferral limit)	Remaining Catch-Up
2015	$ 18,000	$ 24,500	$ 36,000	$ 6,500
2016	$ 18,000	$ 6,500	$ 24,500	-
2017	$ 18,000	-	$ 18,000	

"Age 50" Catch-Up Contributions

There are other ways to save, too. During the calendar year you turn age 50 or after, you are allowed to contribute an additional amount annually. Additional amounts are determined by the IRS on an annual basis and can be obtained by visiting *www.irs.gov* or by contacting MERS at 800.767.6377. However, you cannot use the "Age 50" catch-up provision in the same year(s) that you take advantage of the "special catch-up."

Qualified Military Service Catch-Up Contributions

If your employment was interrupted by qualified military service, you may elect to make additional contributions when you resume employment. The additional contributions may not exceed the amount that could have been contributed during your leave period.

MERS Investments

The MERS 457 Program is an invested account, meaning you take an active role in determining your financial goals, making investment choices and monitoring your portfolio. The decisions you make today will affect the results you see tomorrow.

The MERS Investment Menu is simplified into three categories to help you find the investment mix that best meet your investment style.

1

"Do it for me"

The **Retirement Strategies** are a simplified way to invest. These options are fully diversified, professionally managed, and automatically adjust over time as you get closer to retirement.

2

"Help me do it"

These **Premium Selected Options** were actively chosen for you by MERS. Here you have access to pre-built portfolios that MERS helps you manage by monitoring the investment managers and rebalancing the portfolio quarterly. It also gives you access to selected funds to help you build your own portfolio.

3

"I'll do it myself"

The **Self-Directed Brokerage Account** gives you access to funds outside of MERS investment menu. The available investments under this window have not been reviewed by MERS. You are solely responsible for determining the appropriateness of the investment options.

You'll find additional information on our website, as well as forms, benefit calculators, and helpful tutorials.

You can also contact MERS Service Center weekdays by calling 800.767.MERS (6377).

Investment Oversight — and Insight

While we've made investing easier with the MERS Investment Menu, there are other ways we help you, too.

The MERS Retirement Board and Office of Investments actively manage the investment options available to you. We review our investment menu on a regular basis and changes are made if appropriate. If a fund is removed, you will be given at least 30 days notice before the change.

You'll also find some insight in the *Understanding the MERS Investment Menu* publication, which offers a closer look at each of the investment sleeves, instructions on changing your investment selections, glossary and more.

In addition to the account statements we send you quarterly, another important publication we offer is the *MERS Investment Menu Summary*, which details the performance and fees of each of our funds. The summary is updated on a quarterly basis, making sure you have the most up-to-date investment information. You can download a copy of the publications on our website or myMERS, or call us to have them sent to you.

Making Investment Changes

With myMERS (www.mersofmich.com), you have access to your MERS 457 Program account anytime. By creating a free myMERS account, you can make investment changes to your MERS 457 Program, track fund performance, download forms, as well as many other useful benefits.

You can also download the *Investment Election Form* (MD-402) from myMERS, or call us at 800.767.MERS (6377) weekdays to help you.

Life Changes

When the unexpected happens, it helps to have the security and peace of mind the MERS 457 Program offers. This section offers an overview of how you're covered in the event of death, disability or divorce.

Beneficiaries

One of the most important things you can do for yourself and your family is to name a beneficiary. Equally important is to make sure your information is always up-to-date in our records.

You may name a spouse, non-spouse, child(ren), a trust and/or charity as a beneficiary through your *myMERS account*, or by completing the MERS *457 Beneficiary Designation Form (MD-403)* found on our website. Changes to your beneficiaries can be made at any time, before or after you leave current employment, until your account balance is $0.

Your beneficiary will receive your account balance upon your death and will retain all of the same account privileges you had, and may elect to invest in any of the funds offered or request distributions, using the *457 Spousal Beneficiary Distribution Request Form (MD-406)*.

There are two kinds of beneficiaries you can name:

A ***Primary Beneficiary*** is entitled to your remaining account balance in the event of your death.* You may name multiple Primary Beneficiaries indicating the percentage of payout (must total 100%).

A ***Contingent Beneficiary*** is entitled to receive the remaining account balance in the event of your death and your Primary Beneficiary's death.* Contingent Beneficiaries receive the benefits of the account if there are no living Primary Beneficiaries. You may name multiple Contingent Beneficiaries indicating the percentage of payout (must total 100%).

** The rules regarding distributions to beneficiaries vary greatly based on certain conditions. For example, not all of the rollover options available to the spouse are available to non-spouse beneficiaries. Please contact MERS to discuss your specific circumstances and available options.*

Divorce

Divorce is an event that can have a huge impact on your financial future. Your MERS 457 account is considered marital property and your spouse may be entitled to a portion of your account. If you find yourself in the process of a divorce, here are some steps to follow:

1. *Download a model domestic relations order (DRO/QDRO/EDRO*)* from our website — your attorney may find it helpful.
2. Send us a copy of your proposed domestic relations order for review and approval prior to entry by the court.
3. Send us a complete copy of your Judgment of Divorce and a copy of the final domestic relations order after your divorce is granted.

** Domestic Relations Order (DRO), Qualified Domestic Relations Order (QDRO) and Eligible Domestic Relations Orders (EDRO) are specific types of court orders that divide a public employee's retirement pension. Processing fees may apply.*

Disability Benefits

Disability, whether duty or non-duty related, is defined as a physical or mental impairment rendering you permanently incapable of performing gainful activity for which you are suited. If you end your employment due to your disability, you will have access to your pre-tax, employer and Roth contributions.

To request a distribution from your account, you must complete and submit the *457 Distribution Form (MD-405)*, along with evidence of the disability, for review and approval. MERS will process the request, upon your employer's approval.

The same procedure is required for distributions of any Roth contributions you may have.

Using Your Account

With the MERS 457 Program, you have an active role in managing and monitoring your account. MERS gives you the tools to help you reach your goals, and offers you a variety of ways to use your account.

Voluntary In-Service Distributions

While you're still employed, you may request to withdraw your entire account balance if you meet the following requirements:

- No contributions have been made within the last two years
- Your account balance does not exceed $5,000
- You have not received a prior in-service distribution
- Federal and state taxes may apply

Using Your Account in an Emergency

There may come a time in your life when you have an unexpected financial event. An unforeseeable emergency is defined as a severe financial hardship created by a sudden and unexpected illness or accident; loss or damage to your property due to an accident; disaster, destruction, theft, or other severe and unforeseeable circumstances. If you or your primary beneficiary has a qualifying need, you may be eligible for a distribution from your account. If you receive an emergency distribution, you are unable to make further contributions to the account for a six-month period. Unlike a loan, you do not have to pay back an emergency withdrawal.

Please note: Your employer must provide final approval of all such requests.

Did you know?

You can purchase service credit for your MERS Defined Benefit Plan with the MERS 457 Program account. Please call the MERS Service Center at 800.767.MERS (6377) weekdays for more information about purchasing service credit.

Loans

Some MERS employers have adopted provisions allowing you to borrow against the pre-tax portion of your account. If you are unsure if your employer allows for loans, contact your employer or the MERS Service Center. If your municipality allows loans:

- There is a $150 administration fee for each loan.
- Loans can be initiated only once every 365 days.
- Only two outstanding loans are permitted at one time.
- The minimum loan amount is $1,000.
- The maximum loan is 50% of your vested account balance, up to $50,000. The $50,000 maximum is based on all 457 account balances combined.
- Loans may be issued for a period of up to five years.
- Loan repayments will begin immediately using after-tax dollars.
- You must repay loans using payroll deductions.
- Loans are not considered a taxable event unless you default on the loan. A default can be avoided if any missed payments are made current before the end of the quarter following the calendar quarter in which the payment was due.
- If you terminate employment, the entire loan must be repaid within 90 days of your termination date.

Leaving Employment – Knowing Your Options

Whether you're changing jobs or ready to retire, MERS offers you a variety of options when you leave your current employer. You're not required to do anything with your account until age 70½, when you must begin taking required minimum distributions. Keeping your balance at MERS after you are separated from employment allows you to maintain your current investment election, provides opportunities to grow your account in the future through qualified roll-overs, and gives you access to investment fees that may be lower than other programs.

We encourage you to contact MERS or your financial advisor for more information about which option is best for your situation.

Distributions

One of the advantages of the MERS 457 Program is that it offers flexibility when you are ready to withdraw on the account. You can begin using your account as soon as you leave employment, or you can continue to keep your assets invested. However, you must start receiving payments no later than April 1 of the calendar year following the year you turn 70½ or terminate employment, whichever is later. (See Required Minimum Distribution below).

To begin using your account, please complete and submit the *457 Distribution Form (MD-405)*.

Full Or Partial Distribution

Lump sum payments can be a full or partial amount of your account balance. There will be a mandatory 20% federal income tax withholding from your pre-tax distributions, and state income tax may also apply. Assets paid from a 457 plan are not subject to the 10% early withdrawal penalty; however, assets transferred from another plan — 401, 403(b), or Traditional IRA — may be subject to the penalty if you withdraw those assets before age 59½.

For Roth contributions or rollovers, withdrawals **and** associated earnings are tax-free, as long as the requirements for a "qualified distribution are met." See the Taxes on Distributions section on the next page for more information.

Installment Payments

You can also request a distribution in installments, rather than a lump sum. You may choose from three types of payment methods:

- Periodic Payment — Payments made monthly, quarterly, semi-annually, or annually until the account is fully distributed.
- Payment for an Amount Certain — Equal payments until the account is exhausted.
- Payment for a Period Certain — Payments equal to an amount estimated to exhaust over a specified period of years. Installment payments will be prorated across all investment options.

Please note:

You may receive information from Alerus Financial, which has partnered with MERS to provide trading and custodial services for several of our plans, as well as banking services for plan deposits and withdrawals.

Making It Last

If you're looking for ways to make sure your assets last your lifetime, MERS offers another option. The MERS Stable Income Annuity is a plan that allows you to convert your MERS 457 Program account into a guaranteed income stream for life — or a period of your choice. There may also be the flexibility of a lump sum payment, depending upon which annuity option you choose. Here are your options:

- Life Income*
- Life Income with Installment Refund
- Life Income with Period Certain*
- Joint and Survivor Life Income
- Joint and Survivor Life Income with Installment Refund
- Joint and Survivor Life Income with Period Certain
- Joint and Contingent Survivor Life Income
- Period Certain*

** Inflation protection available. You can elect to guard against the effects of inflation with an annually increasing payment of 1%, 2%, 3%, 4% or 5%.*

There are no costs or fees to enroll in the annuity, and there may be some favorable tax advantages. For more information or to receive an individual estimate, please contact our Service Center.

Helping You Prepare

Here are a few of the helpful tools MERS offers you to keep you on the right track.

Service Center

MERS Service Center offers friendly, knowledgeable, over-the-phone assistance for a wide variety of benefit questions and issues. The Service Center staff is available weekdays at 800.767.MERS (6377).

Statements

Every quarter, you'll receive a statement detailing all your account information and the performance of your fund choices. You can also log in to your account at the myMERS site to find up-to-date information about your MERS account.

Full Picture Report

The Full Picture report builder is available by logging in to you myMERS account. you can customize retirement goals, add spouse information and include non-MERS retirement accounts to create a "full picture" of your retirement readiness.

Seminars and Workshops

Whether you're in the middle of your career and need help preparing for the future, or you're ready to retire, we're here to help. MERS has a variety of seminars to help meet your needs.

- Group presentations and one-on-one consultations at municipalities
- Seminars and workshops are offered at different times and locations throughout the year
- Visit *www.mersofmich.com* for up-to-date information

Social Media

Want to make the most out of your plan and receive tips to help you with your financial future? MERS delivers relevant news articles, helpful resources, tips and videos. Follow us today.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Microsoft Windows 10 Operating System**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**No**

SUMMARY:

Microsoft will no longer offer security updates or technical support for computers running Windows 7. Jason to discuss issues we're having in regards to this "upgrade".

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

WINDOWS 10 FEATURES >

WINDOWS 10 COMPUTERS >

HELP ME CHOOSE A PC >

WINDOWS SUPPORT >

What you need to know about Windows 7

After January 14, 2020, Microsoft will no longer offer security updates or technical support for computers running Windows 7. Find out how to prepare for what's next.

LEARN MORE >

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Courthouse/Jail Camera System**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

We have "still" been experiencing issues with our camera system. Jason to discuss the details of issues we've been having with the systems. Example pictures of what is seen at various times through the day via the current camera system will be available for the commissioners to view.

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Commissioner Per Diems & Expenses**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Discussion of Commissioner per diems & expenses as recently submitted for payment

RECOMMENDED MOTION

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

MENOMINEE COUNTY
BOARD OF COMMISSIONERS
REIMBURSEMENT VOUCHER

RECEIVED
MAY 07 2019
BY: MB

COPY

Mileage: .58 cents/mile ~ effective 01 January 2019

*Meals Breakfast - $9.00
Lunch - $11.00
Dinner - $20.00

*must attach receipt for reimbursement
*meals provided by conferences will NOT be reimbursed

Name: **Larry Phelps ~ District 3**

Date	Meeting Place	# of miles	X .58/mile	Total Cost	Account Number
3/26/19	Meno.Co. Courthouse	5	.58	$2.90	101-101-860.03
4/1/19	Lake Townships	46	.58	26.68	101-101-860.03
4/9/19	Meno.Co. Garage	40	.58	23.20	101-101-860.03
4/9/19	Meno.Co. Annex	36	.58	20.88	101-101-860.03
4/23/19	Meno.Co. Annex	36	.58	20.88	101-101-860.03
4/24/19	Meno.Co. Courthouse	5	.58	2.90	101-101-860.03
5/6/19	Baily Park	28	.58	16.24	101-101-860.03
					101-101-860.03
					101-101-860.03
		196	Total Mileage		
				Total Mileage Fee	$113.68

Expenses shall be submitted to the County Administrator's office by the last day of the following month, or be forfeited. Send to: 839 10th Ave., Menominee, MI 49858

MB

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Larry L. Phelps
Signed

5/7/19
Date

Commissioner Per Diem
Expense Form

RECEIVED
MAY 07 2019

COPY

Name of Commissioner Larry Phelps

$50.00 per meeting - Reg. or Special County Board meeting
$75.00 MAC or UPACC Conference

Date	Meeting Description & Duration	Meeting Expense
3/26/19	Meno. Co. Board Meeting	$50.00
4/1/19	Parks Committee Meeting	50.00
4/9/19	Road Commission	50.00
4/9/19	Meno. Co. Board Meeting	50.00
4/23/19	Meno. Co. Board Meeting	50.00
4/24/19	Executive Meeting	50.00
5/6/19	Parks Committee Meeting	50.00
	Total Per Diem	$350.00

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Commissioner Signature: Lawrence J. Phelps

Date: 5/7/19

MENOMINEE COUNTY
BOARD OF COMMISSIONERS
REIMBURSEMENT VOUCHER

RECEIVED
MAY 0 2 2019

Mileage: .58 cents/mile ~ effective 01 January 2019

*Meals Breakfast - $9.00
Lunch - $11.00
Dinner - $20.00

COPY

*must attach receipt for reimbursement
*meals provided by conferences will NOT be reimbursed

Name: **Steven T. Gromala ~ District 1**

Date	Meeting Place	# of miles	X .58/mile	Total Cost	Account Number
4/9/2019	Cty. Bd. Mtg. - Stephenson	42		24.36	101-101-860.01
4/23/2019	Cty. Bd. Mtg - Stephenson	42		24.36	101-101-860.01
					101-101-860.01
					101-101-860.01
					101-101-860.01
					101-101-860.01
					101-101-860.01
					101-101-860.01
					101-101-860.01
					101-101-860.01
			Total Mileage		
				Total Mileage Fee	48.72

Expenses shall be submitted to the County Administrator's office by the last day of the following month, or be forfeited. Send to: 839 10th Ave., Menominee, MI 49858

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed

5/2/2019
Date

Commissioner Per Diem
Expense Form

RECEIVED
MAY 02 2019
BY: AD

Name of Commissioner Steve Gromala

COPY

$50.00 per meeting - Reg. or Special County Board meeting
$75.00 MAC or UPACC Conference

Date	Meeting Description & Duration	Meeting Expense
4/9/2019	Equalization Mtg. - Stephenson	-0-
4/9/2019	Reg. Bd. Mtg. - Stephenson	50.00
4/16/2019	Airport Mtg.	50.00
4/17/2019	Northcare - Marquette	-0-
4/23/2019	Reg. Bd. Mtg. - Stephenson	50.00
4/24/2019	Michigan State Extension Mtg.	-0-
Total Per Diem		150.00

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Commissioner Signature: [signature]

Date: 5/2/2019

MENOMINEE COUNTY
BOARD OF COMMISSIONERS
REIMBURSEMENT VOUCHER

COPY

Mileage: 57.5 cents/mile ~ effective 01 January 2015

*Meals Breakfast - $9.00
Lunch - $11.00
Dinner - $20.00

*must attach receipt for reimbursement
*meals provided by conferences will NOT be reimbursed

Name: **William Cech ~ District 5**

Date	Meeting Place	# of miles	58 X ~~.575/mile~~	Total Cost	Account Number
4/1/19	Lake Township	42			101-101-860.05
4/9/19	Annex	34			101-101-860.05
4/16/19	Ct House	16			101-101-860.05
4/17/19	Annex	34			101-101-860.05
4/23/19	Ct. house	16			101-101-860.05
4/26/19	ISD Bldg. - LEPC	13			101-101-860.05
					101-101-860.05
					101-101-860.05
					101-101-860.05
		155	Total Mileage	155. ~~142~~	89.90
				Total Mileage Fee	~~81.65~~

Expenses shall be submitted to the County Administrator's office by the last day of the following month, or be forfeited. Send to: 839 10th Ave., Menominee, MI 49858

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Signed

4/28/19

Date

Commissioner Per Diem
Expense Form

COPY

Name of Commissioner William Cech

$50.00 per meeting - Reg. or Special County Board meeting
$75.00 MAC or UPACC Conference

Date	Meeting Description & Duration	Meeting Expense
4/1/19	Parks + Rec mtg.	50.00
4/9/19	County Bd	50.00
4/16/19	Airport mtg.	50.00
4/17/19	Fair Bd mtg	50.00
4/23/19	County Bd.	50.00
AD 4/25/19	LEPC per Chairman Fiehe	50.00
	Total Per Diem	~~250.00~~ 300.00 AD

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Commissioner Signature: William J Cech

Date: 4/28/19

MENOMINEE COUNTY
BOARD OF COMMISSIONERS
REIMBURSEMENT VOUCHER

APR 2 0 2019

Mileage: .58 cents/mile ~ effective 01 January 2019

*Meals Breakfast - $9.00
Lunch - $11.00
Dinner - $20.00

*must attach receipt for reimbursement
*meals provided by conferences will NOT be reimbursed

Name: **Bernie Lang ~ District 2**

Date 2019	Meeting Place	# of miles	X .58/mile	Total Cost	Account Number
04-16	CAA ESCANABA	112	.58 =	64.96	101-101-860.02
04-30	DHS POWERS	84	.58 =	48.72	101-101-860.02
					101-101-860.02
					101-101-860.02
					101-101-860.02
					101-101-860.02
					101-101-860.02
					101-101-860.02
					101-101-860.02
			Total Mileage		
				Total Mileage Fee	113.68

Expenses shall be submitted to the County Administrator's office by the last day of the following month, or be forfeited. Send to: 839 10th Ave., Menominee, MI 49858

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

B. Lang

Signed

04-30-19

Date

Commissioner Per Diem
Expense Form

Name of Commissioner Bernie Lang

$50.00 per meeting - Reg. or Special County Board meeting
$75.00 MAC or UPACC Conference

2019

Date	Meeting Description & Duration	Meeting Expense
04-09	CO. BD.	50.00
04-16	CAA	50.00
04-23	CO. BD.	50.00
04-30	VHS (CANCELLED)	—
	Total Per Diem	150.00

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Commissioner Signature: B. Lang

Date: 04-30-19

MENOMINEE COUNTY
BOARD OF COMMISSIONERS
REIMBURSEMENT VOUCHER

COPY

Mileage: .58 cents/mile ~ effective 01 January 2019

*Meals Breakfast - $9.00
Lunch - $11.00
Dinner - $20.00

*must attach receipt for reimbursement
*meals provided by conferences will NOT be reimbursed

Name: **Larry Schei ~ District 4**

Date	Meeting Place	# of miles	X .58/mile	Total Cost	Account Number
4/04/19	PINECREST, POWERS	73		$42.34	101-101-860.04
4/09/19	LIBRARY - STEPHENSON	32		18.56	101-101-860.04
4/09/19	ANNEX - STEPHENSON	—		—	101-101-860.04
4/23/19	ANNEX - STEPHENSON	32		18.56	101-101-860.04
					101-101-860.04
		137			101-101-860.04
					101-101-860.04
					101-101-860.04
					101-101-860.04
			Total Mileage	137	
				Total Mileage Fee	$79.46

Expenses shall be submitted to the County Administrator's office by the last day of the following month, or be forfeited. Send to: 839 10th Ave., Menominee, MI 49858

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Larry Schei

Signed

4/26/19

Date

COPY

Commissioner Per Diem Expense Form

Name of Commissioner Larry Schei

$50.00 per meeting - Reg. or Special County Board meeting
$75.00 MAC or UPACC Conference

Date	Meeting Description & Duration	Meeting Expense
4/04/19	PUBLIC HEALTH BOARD	$ 50.00
4/09/19	County LIBRARY BOARD	50.00
4/09/19	County BOARD	50.00
4/23/19	County BOARD	50.00
Total Per Diem		$ 200.00

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Commissioner Signature: Larry Schei

Date: 4/26/19

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Miscellaneous Bills**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Miscellaneous bills paid on April 23, May 2 & 3, 2019 in the combined amount of $133,564.10.

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Miscellaneous Bills Account Number List

General Fund Expenditures

101-101 Board of Commissioners
101-103 Other Legislative
101-131 Circuit/Family Court
101-132 Family Court
101-136 District Court
101-141 Friend of Court
101-148 Probate Court
101-150 Jury Commission
101-172 County Administrator
101-192 Board of Canvassers
101-211 Legal
101-215 County Clerk
101-253 County Treasurer
101-257 Equalization
101-261 MSU Extension
101-262 Elections
101-265 Buildings & Grounds
101-267 Prosecuting Attorney
101-268 Register of Deeds
101-275 Drain Commissioner
101-301 Sheriff Department
101-331 Marine Law
101-332 Snowmobile Law
101-334 Off-Road Recreational Vehicle
101-335 ATV Education
101-401 Planning Commission
101-402 Brownfield Authority
101-426 Emergency Management
101-526 Waste Management
101-601 Health & Welfare
101-648 Medical Examiner
101-681 Vets Burial & Relief
101-682 Veterans Affairs
101-728 Economic Development
101-997 Appropriations
101-999 Operating Transfers

Special Revenue Funds

205 Road Patrol
206 Sheriff Work Van
208 County Parks
215 Friend of Court
216 Airport
220 Park Improvements
243 Remonumentation
249 Building Code
256 ROD - Automation Fund
260 MI Indigent Defense Counsel (MIDC)
263 Pistol Licensing
264 Local Corrections Officers Training
265 Drug Law Enforcement Forfeiture
266 E911
269 Law Library
271 County Library
274 MSHDA- County
277 LEPC
280 Inmate Canteen fund
281 K-9
282 Justice Training (PA302)
285 Senior Citizens
286 Medical Marijuana Grant
289 SOM Salvage Vehicle Title Inspections
292 Child Care/Special Child care funds
296 Juvenile Diversion-Teen Court/Beautification
401 3-Way Road
516 DTRF-Delinquent Tax Revolving Fund
517 DTRF-PA 123 Foreclosure

CUSTOM INVOICE REPORT FOR COUNTY OF MENOMINEE
EXP CHECK RUN DATES 04/23/2019 - 04/23/2019
UNJOURNALIZED
OPEN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: CFFDC				
Registration	2019 Drug Awareness Conference (Helfert)	205-315-881.03	30.00	30.00
TOTAL VENDOR CFFDC				30.00
GRAND TOTAL:				30.00

APPROVED

APR 23 2019

CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

APPROVED
MAY 03 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: ANDERSON, TACKMAN & CO, PLC				
69041	2017/18 Audit	101-103-801.01	13,900.00	13,900.00
TOTAL VENDOR ANDERSON, TACKMAN & CO, PLC				13,900.00
VENDOR NAME: APCO INTERNATIONAL				
596271	Recertification (Primeaux)	266-325-860.00	45.00	45.00
TOTAL VENDOR APCO INTERNATIONAL				45.00
VENDOR NAME: AT&T - CAROL STREAM, IL				
906863661404	911 - Telephone Services	266-325-850.00	290.90	290.90
906863202304	Telephone Services	101-103-850.00	459.31	459.31
906863470504	Telephone Services	101-103-850.00	197.00	197.00
906863444104	Telephone Services	101-103-850.00	582.43	582.43
TOTAL VENDOR AT&T - CAROL STREAM, IL				1,529.64
VENDOR NAME: BERNTSEN INTERNATIONAL, INC.				
135339	Remon Supplies	243-245-765.00	1,476.20	1,476.20
TOTAL VENDOR BERNTSEN INTERNATIONAL, INC.				1,476.20
VENDOR NAME: BIG O'S LUBE AND SERVICE, INC.				
2831	Vehicle Maintenance - 16 Ford Intercept	205-315-934.02	38.10	38.10
2841	Vehicle Maintenance - 18 Ford Explorer	205-315-934.02	38.10	38.10
TOTAL VENDOR BIG O'S LUBE AND SERVICE, INC.				76.20
VENDOR NAME: BLUETARP FINANCIAL, INC.				
F14136	Inmate Supplies	101-301-770.00	310.50	310.50
1623728363	B&G Operating Supplies	101-265-755.00	86.39	86.39
TOTAL VENDOR BLUETARP FINANCIAL, INC.				396.89
VENDOR NAME: BRUNELLE, JENNIFER				
April 2019	Crisis Intervention	292-668-801.00	570.00	570.00
TOTAL VENDOR BRUNELLE, JENNIFER				570.00
VENDOR NAME: CECH, WILLIAM				
Reimbursement	Mileage - April 2019	101-101-860.00	89.90	89.90
TOTAL VENDOR CECH, WILLIAM				89.90
VENDOR NAME: CITY OF STEPHENSON				
709	Annex - Water/Electric/Sewer	101-261-920.01	20.06	240.38
		101-261-920.02	34.20	
		101-261-920.03	186.12	
TOTAL VENDOR CITY OF STEPHENSON				240.38
VENDOR NAME: CLOVERLAND PAPER CO				
119521	Janitorial Supplies - Courthouse	101-265-755.01	169.07	169.07
119532	Janitorial Supplies - Library	101-265-755.01	40.24	40.24
119462	Inmate Supplies	101-301-770.00	159.69	159.69
119523	Inmate Supplies	101-301-770.00	30.59	30.59
119464	Janitorial Supplies - Annex	101-265-755.01	34.25	34.25
119467	Janitorial Supplies - Courthouse	101-265-755.01	348.10	348.10
TOTAL VENDOR CLOVERLAND PAPER CO				781.94
VENDOR NAME: COLE, DANA L.				
Reimbursement	Mailing (18-3932-FH & 3933-FH)	101-267-729.00	14.35	14.35
TOTAL VENDOR COLE, DANA L.				14.35
VENDOR NAME: COOPER OFFICE EQUIPMENT				
165368	Contract # 2836-01	215-141-942.00	629.94	629.94
165538	Contract # 2761-01	101-103-931.00	239.94	239.94
165648	Contract # 2310-01	101-103-931.00	205.77	205.77
TOTAL VENDOR COOPER OFFICE EQUIPMENT				1,075.65
VENDOR NAME: CUMMINGS MCCLOREY DAVIS & ACHO				
300744	Legal Services (Powell/Airport)	101-211-807.00	4,030.00	4,030.00
TOTAL VENDOR CUMMINGS MCCLOREY DAVIS & ACHO				4,030.00

APPROVED
MAY 02 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: DEKETO, LLC				
DK 4-19	April 2019 Documents (x647)	256-277-857.00	1,294.00	1,294.00
CLK 282	Vital Records Software Maintenance (5/1 - 4/30/20)	101-103-857.02	1,300.00	1,300.00
TOTAL VENDOR DEKETO, LLC				2,594.00
VENDOR NAME: DICK MYERS CUSTOM WELDING				
022274	Grill Guards (New & Reconditioned)	205-315-934.02	760.00	760.00
TOTAL VENDOR DICK MYERS CUSTOM WELDING				760.00
VENDOR NAME: DICKINSON COUNTY TREASURER				
Circuit Court 2019-1	Jan, Feb, March 2019 (Cisco)	101-131-702.00	75.00	75.00
Circuit Court 2019-1	Jan, Feb, March 2019 (GL, Benefits)	101-131-702.00	30,750.80	30,750.80
TOTAL VENDOR DICKINSON COUNTY TREASURER				30,825.80
VENDOR NAME: EPIC AVIATION, LLC				
7190904	Aviation Fuel	216-585-743.00	16,081.80	16,081.80
TOTAL VENDOR EPIC AVIATION, LLC				16,081.80
VENDOR NAME: GALBRAITH, DANIEL				
Reimbursement	Camping Refund	208-751-964.00	1,215.00	1,215.00
TOTAL VENDOR GALBRAITH, DANIEL				1,215.00
VENDOR NAME: GARCIA LINDA				
4/29/19	Holdover	101-132-801.01	10.00	34.00
		101-132-801.00	24.00	
TOTAL VENDOR GARCIA LINDA				34.00
VENDOR NAME: GROMALA, STEVEN				
Reimbursement	April 2019 Mileage	101-101-860.00	48.72	48.72
TOTAL VENDOR GROMALA, STEVEN				48.72
VENDOR NAME: HASHIMOTO SEWER SERVICE, INC.				
15237	Jail Grease Pit Cleaning	101-265-801.00	235.00	235.00
TOTAL VENDOR HASHIMOTO SEWER SERVICE, INC.				235.00
VENDOR NAME: HASS, DANIEL				
Reimbursement	Meal	101-148-860.00	9.81	9.81
TOTAL VENDOR HASS, DANIEL				9.81
VENDOR NAME: HENSLEY, RN, JOEL				
Reimbursement	Cellular Svcs and Malpractice Insurance	101-648-729.00	47.37	183.37
		101-301-770.01	136.00	
Blood Draw	Inmate Blood Draw (x2)	101-267-801.01	200.00	200.00
4/26/19	Inmate Nursing Services	101-301-770.01	1,365.00	1,365.00
TOTAL VENDOR HENSLEY, RN, JOEL				1,748.37
VENDOR NAME: HI TEC BUILDING SERVICES, INC.				
020143	Cleaning Services	101-265-801.00	1,861.20	1,861.20
TOTAL VENDOR HI TEC BUILDING SERVICES, INC.				1,861.20
VENDOR NAME: HUBBARD, VONNIE				
4/18/19	Holdover	101-132-801.01	12.50	42.50
		101-132-801.00	30.00	
4/30/19	Holdover	101-132-801.01	32.50	110.50
		101-132-801.00	78.00	
TOTAL VENDOR HUBBARD, VONNIE				153.00
VENDOR NAME: J S ELECTRONICS, INC.				
20457	Light Bar Maintenance	101-301-981.00	404.39	404.39

APPROVED
MAY 02 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: J S ELECTRONICS, INC.				
TOTAL VENDOR J S ELECTRONICS, INC.				404.39
VENDOR NAME: KEETER'S CONSTRUCTION				
2001	Flood Control - County Road G12	101-426-934.04	1,085.00	1,085.00
TOTAL VENDOR KEETER'S CONSTRUCTION				1,085.00
VENDOR NAME: KLEIMAN, MARC				
Reimbursement	Mileage	101-215-860.00	48.72	48.72
TOTAL VENDOR KLEIMAN, MARC				48.72
VENDOR NAME: LAFLEUR, JEFF				
Reimbursement	Uniform Allowance	216-585-745.00	84.39	84.39
TOTAL VENDOR LAFLEUR, JEFF				84.39
VENDOR NAME: LANG, BERNARD				
Reimbursement	Mileage - April 2019	101-101-860.00	113.68	113.68
TOTAL VENDOR LANG, BERNARD				113.68
VENDOR NAME: LENCA SURVEYING				
19030	Remon Yr 2019 (3/28 - 4/24/19)	243-245-801.07	3,541.24	3,541.24
TOTAL VENDOR LENCA SURVEYING				3,541.24
VENDOR NAME: LINDEROTH, JANIS				
Reimbursement	Mileage - UP State Fair Authority	101-101-710.00	102.08	102.08
TOTAL VENDOR LINDEROTH, JANIS				102.08
VENDOR NAME: LUFTS ADVERTISER, INC.				
5/1/19	Advertising	205-315-755.00	55.00	239.00
		208-751-901.00	108.00	
		216-585-901.00	37.00	
		101-101-901.00	39.00	
TOTAL VENDOR LUFTS ADVERTISER, INC.				239.00
VENDOR NAME: MANPOWER, INC.				
33841372	Week Ending 4/21/19 (D. Averill)	216-585-704.00	340.00	340.00
TOTAL VENDOR MANPOWER, INC.				340.00
VENDOR NAME: MARTIN CUSTOM HARVESTING, LLC				
1212	Flood Control - County Road G12	101-426-934.04	2,228.00	2,228.00
TOTAL VENDOR MARTIN CUSTOM HARVESTING, LLC				2,228.00
VENDOR NAME: MASTERCARD				
Credit Card	Courthouse, Parks, & 911	101-265-755.00	6.08	2,084.99
		101-268-729.00	7.35	
		101-265-755.00	11.01	
		101-265-930.01	130.89	
		208-751-984.00	79.99	
		101-268-729.00	7.35	
		101-257-860.00	49.57	
		101-262-860.00	90.10	
		101-265-755.00	60.96	
		208-751-970.00	681.30	
		101-265-930.01	304.45	
		101-265-934.00	64.65	
		101-268-729.00	7.35	
		101-215-729.00	15.45	
		266-325-934.00	366.95	
		101-265-755.00	51.74	
		701-000-276.00	15.36	
		101-265-755.00	18.50	
		101-257-860.00	115.94	

APPROVED
MAY 02 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: MASTERCARD				
Credit Card	Airport	216-585-742.00	77.62	411.06
		216-585-981.01	210.00	
		216-585-755.02	123.44	
Credit Card	Sheriff/Road Patrol	101-301-742.00	209.59	4,358.48
		101-301-755.00	36.00	
		101-301-770.00	138.91	
		101-301-770.01	177.04	
		101-301-860.01	43.88	
		101-301-881.01	497.75	
		101-301-934.00	223.82	
		101-332-755.00	25.46	
		205-315-742.00	68.18	
		205-315-755.00	290.25	
		264-363-881.00	2,647.60	
TOTAL VENDOR MASTERCARD				6,854.53
VENDOR NAME: MCKESSON MEDICAL - SURGICAL				
52000609	Inmate Medical Supplies	101-301-770.01	75.83	75.83
52673060	Inmate Medical Supplies	101-301-770.01	298.83	298.83
TOTAL VENDOR MCKESSON MEDICAL - SURGICAL				374.66
VENDOR NAME: MENARDS - MARINETTE				
82920	Inmate Supplies	101-301-770.00	63.21	63.21
82943	B&G Operating Supplies	101-265-930.01	37.18	37.18
82861	Park Supplies	208-751-755.02	7.98	7.98
82859	Credit Memo - B&G Operating Supplies	101-265-755.00	(17.59)	(17.59)
TOTAL VENDOR MENARDS - MARINETTE				90.78
VENDOR NAME: MICHIGAN APCO				
2019-41	Registration (Brian Barrette)	266-325-881.01	465.00	465.00
TOTAL VENDOR MICHIGAN APCO				465.00
VENDOR NAME: MICHIGAN ASSO. OF COUNTIES				
Registration	2019 Regional Summits (x5)	101-101-859.00	105.00	175.00
		101-215-860.00	35.00	
		101-172-860.00	35.00	
TOTAL VENDOR MICHIGAN ASSO. OF COUNTIES				175.00
VENDOR NAME: MICHIGAN STATE INDUSTRIES				
1226	Inmate Supplies	280-362-755.00	499.00	499.00
TOTAL VENDOR MICHIGAN STATE INDUSTRIES				499.00
VENDOR NAME: NELSON PAINT COMPANY				
12597	Remon Supplies	243-245-765.00	132.98	132.98
TOTAL VENDOR NELSON PAINT COMPANY				132.98
VENDOR NAME: NUTT, MICHAEL				
Reimbursement	Mileage	292-664-860.00	72.79	72.79
April 2019	Crisis Intervention	292-668-801.00	95.00	95.00
TOTAL VENDOR NUTT, MICHAEL				167.79
VENDOR NAME: OFFICE DEPOT, INC.				
298871119001	Office Equipment (Shredder) - Annex	101-261-728.00	197.75	197.75
TOTAL VENDOR OFFICE DEPOT, INC.				197.75
VENDOR NAME: PAIDL'S TRUE VALUE HARDWARE				
150008	Park Operating Supplies	208-751-755.02	394.50	394.50
TOTAL VENDOR PAIDL'S TRUE VALUE HARDWARE				394.50
VENDOR NAME: PAN-O-GOLD BAKING CO.				
40068319106001	Inmate Supplies	101-301-770.00	106.03	106.03

APPROVED
MAY 02 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: PAN-O-GOLD BAKING CO.				
TOTAL VENDOR PAN-O-GOLD BAKING CO.				106.03
VENDOR NAME: PHILIPPS, RANDALL				
April 2019	Show Cause - Court Appointed	101-131-807.00	1,000.00	1,000.00
TOTAL VENDOR PHILIPPS, RANDALL				1,000.00
VENDOR NAME: PHILIPPS, THOMAS				
Reimbursement	Mileage	101-426-860.00	76.56	76.56
TOTAL VENDOR PHILIPPS, THOMAS				76.56
VENDOR NAME: QUAAK, BRENDA				
4/30 - 5/1	Holdover	101-132-801.01	45.00	153.00
		101-132-801.00	108.00	
4/29 - 4/30/19	Holdover	101-132-801.01	26.25	89.25
		101-132-801.00	63.00	
TOTAL VENDOR QUAAK, BRENDA				242.25
VENDOR NAME: QUALITY WATER SPECIALISTS				
202288	Supplies for Annex Water Softener	101-265-801.00	17.70	17.70
TOTAL VENDOR QUALITY WATER SPECIALISTS				17.70
VENDOR NAME: QUILL CORPORATION				
6655349	911 - Office Equipment	266-325-728.00	65.57	65.57
TOTAL VENDOR QUILL CORPORATION				65.57
VENDOR NAME: REDWOOD TOXICOLOGY LABORATORY				
682026	Drug Testing Supplies	101-136-727.00	479.34	479.34
TOTAL VENDOR REDWOOD TOXICOLOGY LABORATORY				479.34
VENDOR NAME: REINHART FOODSERVICE				
719749	Inmate Supplies	101-301-770.00	1,098.16	1,098.16
724803	Inmate Supplies	101-301-770.00	1,147.15	1,147.15
TOTAL VENDOR REINHART FOODSERVICE				2,245.31
VENDOR NAME: SCHEI, LARRY				
Reimbursement	Mileage - April 2019	101-101-860.00	79.46	79.46
TOTAL VENDOR SCHEI, LARRY				79.46
VENDOR NAME: SHERIFF SCOTT RUTTER				
Registration	Criminal Justice Training (x3)	205-315-881.03	120.00	120.00
TOTAL VENDOR SHERIFF SCOTT RUTTER				120.00
VENDOR NAME: SHERWIN WILLIAMS COMPANY				
8475-8	Gallon (x2)	101-265-930.01	79.10	79.10
9699-3	Parks Paint - Shower Floor	208-751-930.03	130.00	130.00
TOTAL VENDOR SHERWIN WILLIAMS COMPANY				209.10
VENDOR NAME: SQUIRES-STEPNIAK, REBECCA				
Reimbursement	Mileage - April 2019	292-665-860.00	308.56	308.56
TOTAL VENDOR SQUIRES-STEPNIAK, REBECCA				308.56
VENDOR NAME: STATE OF MICHIGAN				
C41	April, May, June 2019	101-131-858.03	2,018.17	2,018.17
TOTAL VENDOR STATE OF MICHIGAN				2,018.17
VENDOR NAME: STERICYCLE, INC.				
4008566339	Supplies (Sheriff Dept)	101-301-755.00	17.32	88.91
		101-301-881.00	71.59	
TOTAL VENDOR STERICYCLE, INC.				88.91
VENDOR NAME: THE PRINT SHOP				

APPROVED
MAY 02 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS	AMOUNTS	AMOUNT
VENDOR NAME: THE PRINT SHOP				
7033633	Envelopes (Board of Commissioners)	101-101-727.00	75.86	90.86
		208-751-755.02	15.00	
TOTAL VENDOR THE PRINT SHOP				90.86
VENDOR NAME: TWIN CITY TRUCKING				
1274	Digging at Waste Management	205-315-755.00	2,035.00	2,035.00
TOTAL VENDOR TWIN CITY TRUCKING				2,035.00
VENDOR NAME: VALENTI, SUSAN F.				
Transcripts	M18-003932-FH & M18-003933-FH	101-131-806.00	1,287.80	1,287.80
TOTAL VENDOR VALENTI, SUSAN F.				1,287.80
VENDOR NAME: VANEYCK, STEPHEN				
4/30 - 5/1	Holdover	101-132-801.01	47.50	161.50
		101-132-801.00	114.00	
TOTAL VENDOR VANEYCK, STEPHEN				161.50
VENDOR NAME: WALTER BROTHERS INC				
20106	April 2019 - Airport Charges	216-585-755.02	6.49	16.96
		216-585-981.02	10.47	
TOTAL VENDOR WALTER BROTHERS INC				16.96
VENDOR NAME: WASTE MANAGEMENT, INC.				
1631293-1856-0	May 2019	101-265-801.00	614.87	614.87
1631816-1856-8	Airport (May 2019)	216-585-801.00	65.44	65.44
TOTAL VENDOR WASTE MANAGEMENT, INC.				680.31
VENDOR NAME: WHITE WATER ASSOCIATES, INC.				
163957	Bailey Park - 1st Test	208-751-920.00	17.00	17.00
163901	Water Analysis (2 of 2)	208-751-920.00	102.00	102.00
163873	Water Analysis (1 of 2)	208-751-920.00	102.00	102.00
TOTAL VENDOR WHITE WATER ASSOCIATES, INC.				221.00
VENDOR NAME: WISCONSIN PUBLIC SERVICE CORP				
2661949478-00000	Parks	208-751-920.01	22.27	104.52
		208-751-920.01	36.75	
		208-751-920.01	15.90	
		208-751-920.01	29.60	
2661952096-00000	Airport	216-585-920.00	106.66	878.30
		216-585-920.03	463.63	
		216-585-920.00	120.47	
		216-585-920.03	63.86	
		216-585-920.00	123.68	
0403823200-00006	Hanger Gate Center	216-585-920.03	28.54	28.54
0402047856-00006	Stoney Point - Street Lighting	208-751-920.01	42.10	42.10
0402047856-00008	Kleinke Park	208-751-920.01	99.38	99.38
0402047856-00005	Kleinke Park	208-751-920.01	42.20	42.20
0403823200-00005	Airport Gate Center	216-585-920.03	28.75	28.75
TOTAL VENDOR WISCONSIN PUBLIC SERVICE CORP				1,223.79
GRAND TOTAL:				110,105.52

CUSTOM INVOICE REPORT FOR COUNTY OF MENOMINEE
EXP CHECK RUN DATES 05/03/2019 - 05/03/2019
UNJOURNALIZED
OPEN

APPROVED
MAY 03 2019
CHIEF FISCAL OFFICER
MENOMINEE COUNTY MICHIGAN

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT
VENDOR NAME: BS&A SOFTWARE				
123235	Annual Service & Support (5/1 - 5/1/20)	101-103-857.02	12,204.00	12,204.00
TOTAL VENDOR BS&A SOFTWARE				12,204.00
VENDOR NAME: GRAINGER				
9156310840	B&G Operating Supplies	101-265-755.00	14.91	14.91
TOTAL VENDOR GRAINGER				14.91
VENDOR NAME: HASHIMOTO SEWER SERVICE, INC.				
15276	Jail Maintenance	101-265-755.00	155.00	155.00
TOTAL VENDOR HASHIMOTO SEWER SERVICE, INC.				155.00
VENDOR NAME: JAKE'S SALES & SERVICE				
031770	X One Side Sheild	208-751-930.02	59.99	59.99
TOTAL VENDOR JAKE'S SALES & SERVICE				59.99
VENDOR NAME: MENOMINEE CONSERVATION DISTRIC				
2013-415	Extra Tree Sale (Parks)	208-751-755.05	50.00	50.00
TOTAL VENDOR MENOMINEE CONSERVATION DISTRIC				50.00
VENDOR NAME: MENOMINEE COUNTY JOURNAL				
101	Display Ad (Electrical at Parks)	208-751-901.00	20.25	20.25
102	Banner - Park Reservations	208-751-901.00	40.00	40.00
99	Parks Office & Maintenance Worker	208-751-901.00	56.00	56.00
TOTAL VENDOR MENOMINEE COUNTY JOURNAL				116.25
VENDOR NAME: MENOMINEE COUNTY SHERIFF DEPT				
WV416	Work Van Services	208-751-930.04	481.50	481.50
TOTAL VENDOR MENOMINEE COUNTY SHERIFF DEPT				481.50
VENDOR NAME: SHORT, MARY KAY				
18-4000-FH	Transcripts (Nicoll)	101-131-806.00	131.60	131.60
TOTAL VENDOR SHORT, MARY KAY				131.60
VENDOR NAME: U.E.S. COMPUTERS, INC.				
49725	Weekly Computer Maintenance	101-103-857.00	4,270.00	4,540.91
		101-103-970.18	270.91	
TOTAL VENDOR U.E.S. COMPUTERS, INC.				4,540.91
VENDOR NAME: UWC				
9067532209	Telephone Services	101-103-850.00	6.56	6.56
9068634441	Telephone Services	101-103-850.00	55.40	55.40
9068634705	Telephone Services	101-103-850.00	9.73	9.73
9067534582	Telephone Services	208-751-850.00	2.39	2.39
9068632023	Telephone Services	101-103-850.00	23.88	23.88
TOTAL VENDOR UWC				97.96
VENDOR NAME: WISCONSIN PUBLIC SERVICE CORP				
0402047856-00004	Courthouse	101-265-920.04	1,585.04	1,585.04
0402191663-00001	Health Care Center	101-265-920.03	450.65	450.65
0402055840-00001	County Jail	101-265-920.03	3,540.77	3,540.77
TOTAL VENDOR WISCONSIN PUBLIC SERVICE CORP				5,576.46
GRAND TOTAL:				23,428.58

MENOMINEE COUNTY BOARD OF COMMISSIONERS
DISCUSSION ITEM

SUBJECT:	**Miscellaneous Boards/Committees/Commissions Reports**
DEPARTMENT:	**Administration**
ATTACHMENTS:	**Yes**

SUMMARY:

Review/Discuss Miscellaneous Boards/Committees/Commission reports

RECOMMENDED MOTION:

Submitted by: Jason Carviou **05/10/2019**
Date

WORKSHOP ACTION

	Forwarded to County Board for Approval as Recommended
	Reviewed with no motion to carry forward
	Continue after additional review/research is obtained
	Recommended with the following change(s):

COUNTY BOARD ACTION **DATE:**

	Approved
	Disapproved
	Approved with the following change(s):

Menominee Regional Airport Committee
Minutes of Meeting
March 19th, 2019

Approved 4/16/19

**********FINAL, APPROVED**********

The Menominee Regional Airport Committee met on March 19th, 2019 at 4:00 PM at the Menominee County Courthouse, Courtroom B.

A. **Call Meeting to order:** Com. Gromala called the meeting to order at 4:00 PM

B. **Pledge of Allegiance**: Recited by all

C. **Roll Call**: Coms. Gromala, Piche present; Com. Cech-absent, excused. Also present were Jason Carviou, Jeff LaFleur and Doreen Averill

D. **Approval of Agenda:** Jason Carviou requested to amend agenda to include discussion of Japanese Knot-weed as #3 under Other Business. Com. Piche made a motion to amend the agenda as requested, seconded by Com. Gromala ~ motion carried 2/0. A motion was made to approve the amended agenda by Com. Piche, seconded by Com. Gromala ~ motion carried 2/0.

E. **Approval of Previous Minutes:** Com. Piche moved to approve the minutes from the February 19th, 2019 meeting, Com. Gromala seconded ~ motion carried – 2/0

F. **Public Comment:** None

G. **Presentations:** None

H. **Business**

Financial

1) Month-End Budget Report Status – **Jason**: The budget is looking good except for a couple areas. We already know about the Airfield Maintenance account. The others, Overtime and Equipment Fuel Purchase-Diesel – is due to the excessive snow/snow removal for this winter season. Diesel fuel won't be needed now until late summer. Office supplies is over because the printer was in need of ink cartridges – the printer is good now for quite a while.

   Another issue, the circuit board at the fuel farm. I'll have Jeff explain it. **Jeff**: We had a power surge at the Airport. It took out the circuit board at the fuel farm. Immediate repairs needed to be done ~ it's completely fixed now, however, the cost will be around $937. It is *supposed* to come out the of "Field Maintenance" account – which is already over budget. We just want to make you aware of the situation.

2) Manager's Report ~
   a) Fuel Sales: **Jason**: Fuel sales have been down, but we've had a horrible winter season. We're sure sales will pick up now that we're headed toward the summer months. We sold 367 gal. 100LL: totaling $1,854.00, and 348 gal. AvGas: totaling $1,670.00 for a grand total of $3,524.00 for the month of February.
   b) Activity: **Jeff:** This time of year is always slow in activity. The weather has put a crimp on everyone's activities. Hope to turn the corner on activities now that the

weather's improving.

Other Business

1) Discussion/Action ~ Regulator/Transformer for Runway Lighting System – **Jason:** Jeff obtained a couple of estimates for the Runway Lighting System. 1) We can rebuild it – meaning rewire the unit, replace all 24 capacitors and test the unit for $4986.61. 2) Remove existing Constant Current Regulator (CCR) and replace it with a new ADB Safegate CCR for $19.051.10 or 3) Remove existing CCR and replace it with a new Astronics CCR for $18,231.55. **Com. Gromala**: I'm in favor of the rebuild; **Com. Piche**: As long as it's brought up to safety standards, I'll go along with the rebuild. **Jason:** Both Jeff and I recommend the rebuild. A motion was made by Com. Piche to recommend the rebuild to the full CB, seconded by Com. Gromala. Motion carried 2/0
2) Update ~ Civil Air Patrol Lease ~ **Jason**: I talked to the Commander last week. She is ok with everything presented in the lease. "In-kind" services will be done on a priority basis. It will need to go their attorneys and their Corporate Headquarters for signatures.
3) Discussion/Informational ~ **Jason**: We have received word that an invasive species, Japanese Knotweed, has been found at the Airport. The "Wild Rivers Invasive Species Coalition" (WRISC) has sent notification that the Airport shows the presence of the invasive species "Japanese Knotweed". They would like to come out to the Airport to eradicate, free of charge, but they need permission to access the Airport. **Com. Gromala**: Do I have a motion to allow WRISC into the Airport to treat against the "Japanese Knotweed"? **Jason**: This is something that does not need a Committee vote. This was just an FYI for the Committee. We are just going to go ahead with it.

A. **Public Comment**: None

B. **Commissioner Comment: Com. Piche**: I just wanted to say that the sun is shining and it's the sign that spring is coming!

C. **Next Meeting:** April 16th, 2019

D. **Adjourn:** A motion to adjourn was made by Com. Piche, seconded by Com. Gromala. Motion carried 2/0.

Menominee County
Department of Health and Human Services Board
2612 10th Street
Menominee, MI 49858

Approved 4/25/19

BOARD MEMBERS
JEFF NASER, CHAIR
GARY EICHHORN
SHEILA VERAGHEN

DIRECTOR
MATTHEW YOHE

Date: March 26, 2019

The regular meeting of the Menominee County Department of Health and Human Services Board was called to order by Jeff Naser, Board Chair at 9:04 a.m. Central Time. The meeting was held at the Spalding Township Hall, N15881 Pine Avenue, Powers, Michigan.

Present: Jeff Naser-Board Chair, Gary Eichhorn-Board Member, Sheila Veraghen-Board Member & Sue Asplund-Acting Board Secretary.

Others Present: Megan Chartier-DHHS Executive Secretary.

Absent: Matthew Yohe-Board Secretary & Gerald Piche-Menominee County Board of Commissioners.

APPROVAL OF AGENDA:
The motion to approve the agenda was made by Mr. Eichhorn and seconded by Ms. Veraghen. Motion was passed without opposition.

APPROVAL OF MINUTES:
The motion to approve the minutes for February 26, 2019 was made by Mr. Eichhorn and seconded by Ms. Veraghen. Motion was passed without opposition.

FINANCIAL REPORT:
The financial report for February 2019 was reviewed. There were $50.00 in expenditures for the DHHS Board members and a $50.00 expenditure to Spaulding Township for the use of their facility; leaving a balance of $2,350.00.

Approval of Vouchers: Vouchers were reviewed and approved.
Motion was made by Mr. Eichhorn and supported by Ms. Veraghen. Motion passed without opposition.

DIRECTOR'S REPORT:
Statewide Director's Meeting Information: No new information provided.

Business Plan Update: Ms. Asplund provided an update on current fiscal data including:

Staffing: Received an extra allocation for a Foster Care worker in Menominee, a Dickinson County employee will transfer to Menominee & a worker from Houghton will transfer to Dickinson.

Operating Funds: Menominee County allocation for FY 2019 is $25,896.00. Year-to-date expenditures are: $7,796.86. This constitutes 30.1% of the allocation spent with 42% of the fiscal year elapsed.

Travel Funds: Menominee County allocation for FY 2019 is $35,261. Year-to-date expenditures are unknown at this time. The current SIGMA system is unable to verify the FY 2019 travel expenditures at this time.

Assistance Payments: Standard of Promptness: 58.94%. Business Service Center 1 average is 60.99%. Statewide Average is 87.69%.

Family Independence Program Work Participation Rate: N/A for January. Year to date average is N/A. Federal goal is 50%. U.P. average is 100%, statewide average is not available at this time.

Miscellaneous: There was no updated data review with the board customer information since January 2019:

Total cases, recipients and payments for FIP, FAP, SDA, CDC and SER benefits:

- Family Independence Program: 13 cases; 27 recipients; $4,016 in benefits.
- Food Assistance Program: 1,142 cases; 2,022 recipients; $217,256 in benefits.
- State Disability Assistance: 5 cases; 5 recipients; $1,200 in benefits.
- Child Development and Care: 28 cases; 40 recipients; $12,479 in benefits.
- State Emergency Relief: 24 cases; $16,428 in benefits.
- Unduplicated total: 1,180 cases; 2,078 recipients; $251,379 in benefits.

Total Eligible Medicaid Cases and Recipients:

- Family Medicaid: 687 cases; 1,479 recipients
- Other Children < Age 21: 113 cases; 121 recipients
- Pregnant Women & Children Under 19: 492 cases; 869 recipients
- MIChild: 55 cases; 103 recipients
- Non-SSI Aged, Blind & Disabled: 569 cases; 591 recipients
- SSI Aged, Blind & Disabled: 473 cases; 473 recipients
- Medicaid Eligible Total: 2,174 cases; 3,636 recipients

Healthy Michigan Program Total: 1,234 cases; 1,391 recipients

This information is available on the www.mighigan.gov/dhs website in the "Green Book"

Child Welfare

CFC Plan Approval	100%
CFC Service Plans	91%
CPS Commencement	100%
CPS F2F Investigations	95%
CPS Plan Approval	92%
CPS Services Plans	100%
Medical	N/A
Dental	N/A
Worker/Child Contacts	80%
Worker/Supervisor Contacts	100%
Worker/Parent Contacts	100%
Parent/Child Contacts	25%
CPS Ongoing Caretaker F2F	83%
CPS Ongoing Child F2F	100%
Return Home Children	N/A

Percentages are not valid as it takes 33 cases minimum to meet statistical reliability. With the small caseload, one missed contact can throw off the percentages by a significant amount. The child welfare unit is doing a great job.

Board Member Input/Suggestions: None

Motion was made by Mr. Eichhorn and supported by Ms. Veraghen. Motion passed without opposition.

UNIT REPORT: Sue Asplund talked about the Children Protective Services Unit: 4 workers total, 2 CPS workers in training, 1 CPS veteran employee, & 1 ongoing caseworker.

BOARD BUSINESS:

1. **MCSSA:** None

NEW BUSINESS: There was no new business presented.

PUBLIC COMMENT: None

NEXT MEETING: Thursday, April 25, 2019 at the Pinecrest Medical Care Faculty Board Room at 1:00 PM CST

ADJOURNMENT: Motion was made by Mr. Eichhorn and supported by Ms. Veraghen. Motion passed without opposition. Meeting was adjourned at 9:36 am. CST

Matthew Yohe
Board Secretary

Jeff Naser
Board Chairperson

Pc: DHS Board Members; Menominee County BOC

LEPC Minutes(draft)

Approved 4/25/19

Jan 24, 2019 at 1:30 PM CDT
Menominee ISD Building Conference Room
1201 41st Avenue, Menominee, Michigan 49858

1) Call to Order - Meeting called to order at 1:33 p.m. by Mike Shaffer

2) Introductions and sign-in sheet: Rich Sexton, (Rob Villas, Terry Pearson, Krista Marciniak, excused), Ken Marks, Don DeTemple, Steve Gromala, Mike Shaffer, Valerie Hallam, Doug Dooley, Brian Barrette, Mark Petersen, (Dayna, Josh Dessart, Steve Durusha call-in).

3) Review/Approve Agenda: Brian Barrette moved to approve, Don DeTemple second, motion carried.

4) Review/Approve Minutes of Last Meeting: Brian Barrette moved to approve, Don DeTemple second, motion carried.

5) Public Comment: None

6) Presentations: None

7) Old Business:

   a. FEMA disaster update – With government shut-down, not much is moving forward. Make sure all policies with Road Commission road repairs are up to date, have been followed and meet FEMA guidelines or you will not be reimbursed.
   b. Tower workgroup – ongoing, generator bid was awarded, needs to be installed at Bagley tower.

8) New Business:
   a. Plan reviews with WPS – Can request GIS mapping for inundation, Run of the river explained.
   b. Tier II Reports – Stephenson report sent out, received one from Menominee Water Treatment. $500 annually for access to state tier II computer copy, too much to pay for just a few sites. Information can be gained by having state send a copy.
   c. Election of Officers: Chairperson, Vice Chairperson, Secretary, Public Information Officer. Emergency Manager/Coordinator or Alternate EM is the appointed Representative at the Homeland Security Council.
      Chair: Mike Shaffer – Brian Barrette motion, Don DeTemple second, unanimous
      Vice Chair: Mike Lemke – Rich Sexton motion, Brian Barrette second, unanimous
      Secretary: Krista Marciniak – Rich Sexton motion, Mike Shaffer second, unanimous
      PIO: Ken Marks – Brian Barrette motion, Mike Shaffer second, unanimous
      By-Laws should be reviewed at next meeting due to elections. Elections to be done in Oct 2019
   d. Meeting dates, times and locations for next year: Meetings at 1:30 PM, Menominee ISD, 25 April 2019, 25 July 2019, 24 October 2019 and 23 January 2020. ISD building has these dates confirmed.

9) Any Other Items of Interest or suggested presentations for next meeting:

10) Adjournment: Don DeTemple makes motion to adjourn, Brian Barrette second, adjourned at 2:01 p.m.

Next meeting April 25, 2019, 1:30 pm Menominee ISD building

MENOMINEE COUNTY PARKS COMMITTEE
MINUTES APRIL 1, 2019

Approved 5/6/19

1. The meeting was called to order at 6:00 PM by Chair, Bob Desjarlais at Lake Township Town Hall in Stephenson.

2. Pledge of Allegiance was recited.

3. **Reporting for roll call were**: Bob Desjarlais, Dick Peterson, Kathy Branz, Mike Kass, County Commissioners Larry Phelps and Bill Cech, County Administrator Jason Carviou. Excused was Vola Bleile. Others in attendance were Karen Kayser, Jim Quist, Charlene Peterson, Eric Tickler and Dave Pomeroy.

4. **Approval of agenda:** Motion by Mike Kass to approve the agenda supported by Bill Cech with all in favor.

5. **Minutes**: Bill Cech made a motion to accept the March 4, 2019 minutes supported by Mike Kass. All were in agreement. Motion carried.

6. **Public Comments:** Eric Tickler said the Fair will be the same as last year. They have an opportunity to rent a stage for the bands – it will be a semi-trailer, the Parks Board approved this. Eric questioned if we could get extra camp site permits from the DEQ for extra camping during the fair weekend. Jim Quist stated we could do 12 rustic sites for fair weekend and the Fair Board rents 25 extra porta-potties to accommodate the crowd. The cost for the permit from the DEQ would be around $50. A motion by Bill Cech to add these sites for the Fair supported by Kathy Branz with all in favor.

   Dave Pomeroy said they have a donation for portable bleachers to use where needed. Bob Desjarlais stated we would have to check on liability insurance for coverage. Jason Carviou said he would look into the insurance issue.

   Eric also said they were putting a billboard at the end of the weight pull so people could not stand at the end of the track. This was being done for safety purposes.

   Eric asked if drones were allowed. Jim Quist stated no drones in the park for privacy of the park guest.

   Bill Cech asked if it is still a policy that at Kleinke you pay for 6 days an get the 7th free. Karen said it is still in the policy and should be reviewed for next year. A motion was made by Bill Cech to honor pay 6 days at Kleinke with 7th date free to be reviewed for next year supported by Mike Kass with all in favor.

7. **Business**:

   a. **Review Financials** – As this is so early in the year the financials show the lease income but very little of the expenses stated Administrator Jason Carviou. Bob Desjarlais asked where we ended last year now that the audit has been completed. Jason said it was around $35,000 to $40,000 and he would send us the numbers.

   b. **Picnic Tables – grant**: Jason said the grant for 40 tables has been submitted to Hannahville.

c. **Electrical at Shakey Lakes –** After much discussion, a motion by Kathy Branz supported by Dick Peterson to do a walk through for any interested parties wanting to submit a bid for the Electrical Work at Shakey Lakes Park (update sites V1, 6 & 7 and 7 to 75, new power at sites P1, 2, 9 & 10 and update panels in the pavilions) on April 17th with the bids being due on April 30th. The bids can then be reviewed at the Parks May 6th meeting and present the County Board with the recommended bid on May 14th with the project commencing on May 20th or before. All were in favor – Jason will oversee the proper procedure to make this happen.

d. **New restrooms at Shakey Lakes (replace pit toilets) –** Administrator Jason Carviou stated the County Board approved the $4,400 for Engineering Plans, Construction Specs and bidding documents. They are awaiting the contract from DGR to proceed.

e. **Added Parking at Shakey Lakes Boat Launch** – Jim Quist will do a walk through with Darrell Moilanen from the Road Commission to see about taking the grade down on the hill and filling in by the boat launch and making a circle drive to add more parking for vehicles and trailers.

f. **List of Accomplishments over the last 5 years.** A list of accomplishments was attached to the meeting packet. Kathy Branz added to the list and will email everyone the lasted list. If anyone has any other items to add notify Kathy.

g. **Porches/decks on lease sites –** at this time there is only one campsite interested so we are going to deny.

h. **Solid Waste container bids – Shakey Lakes and Kleinke –** The bid ads were placed in the Menominee County Journal and the Luft's Advertiser with 2 bids coming in. The bids were presented to the County Board for containers at Shakey Lakes, River and Kleinke Parks.

8. **Correspondence**: None.

9. **Any other item Members Wish to Present**: Larry Phelps asked about the 4 rustic sites we talked about last year for the North end of Kleinke Park. Karen Kayser stated our permit for Kleinke is for 35 sites and with those that were removed to enlarge some smaller ones we now have 31. A motion by Larry Phelps to add the 4 rustic sites supported by Mike Kass with al in favor. The DEQ license will have to be reviewed to verify the number. Karen also said the maps will have to be updated for next year to stay in compliance with the DEQ permits as we have added and updated electrical sites at Shakey Lakes and we could then include the 4 rustics at Kleinke. Jim Quist said he can add numbered stakes at Kleinke as the sites are self-explanatory.

   Mike Kass stated there is now a Facebook page for the parks. It is Menominee County Parks.

   Bill Cech said he talked to Zach regarding the kayak fishing derby and Zach would like to have a demonstration at the Fair due to the large crowd for registration for the tournament which will be held on July 27th. Kathy Branz stated that Colleen Van Ells would have to be contacted to correct the information she was given in March. Bill Cech said he will contact her.

10. **Public Comment**: None.

MENOMINEE COUNTY PARKS COMMITTEE
MINUTES APRIL 1, 2019

11. **Adjournment** – Motion by Mike Kass to adjourn supported by Dick Peterson with all in favor at 7:55 PM

12. **Next meeting** will be at Bailey Park on M35 on May 6th at 6 P.M.