



# CASS COUNTY BOARD OF COMMISSIONERS

## COMMITTEE OF THE WHOLE

April 18, 2024

5:00 PM

- 
- 
- A. **CALL TO ORDER** – *Vice-Chair Barrera*
  - B. **INVOCATION** – *Commissioner Howie*
  - C. **PLEDGE OF ALLEGIANCE** – *Chair Jones*
  - D. **ROLL CALL** - *Clerk/Register Monica McMichael*
  - E. **PUBLIC COMMENT – LIMITED TO AGENDA ITEMS ONLY** – Limit 3 minutes/person
  - F. **ADDITIONS/DELETIONS TO AGENDA**
  - G. **APPROVAL OF THE AGENDA** – *Commissioner Marchetti*
  - H. **APPROVAL OF MARCH 21, 2024 COMMITTEE OF THE WHOLE MINUTES** – *Commissioner Lee*
  - I. **FINANCE REPORT**
  - J. **UNFINISHED BUSINESS**
  - K. **NEW BUSINESS**
    - 1. Materials Management Planning – *Commissioner Marchetti/Administrator Newton*
    - 2. Silver Creek Township Police Services Contract – *Sheriff Behnke*
    - 3. Drug Enforcement Millage Renewal – *Sheriff Behnke/Administrator Newton*
    - 4. COA Millage Renewal – *Marty Heirty, CEO Council on Aging*
    - 5. Policy Updates – *Policy Committee*
      - i. Tax Sharing Policy
      - ii. Conflict of Interest Policy
    - 6. Public Defender Office Renovation – *Capital Projects Committee*
    - 7. L&C Building HVAC/Mechanical System Improvements – *Capital Projects Committee*
    - 8. Animal Control Improvements Discussion – *Sheriff Behnke/Animal Control Director Ron Butts*
    - 9. FY 24 Budget Amendments – *Finance Director Rentfrow/Administrator Newton*
  - L. **PUBLIC COMMENT** – Limit 3 minutes/person
  - M. **CLOSED SESSION**
  - N. **BOARD MEMBER COMMENTS/ANNOUNCEMENTS**
  - O. **ADJOURNMENT**

**CASS COUNTY BOARD OF COMMISSIONERS  
COMMITTEE OF THE WHOLE**

**March 21, 2024**

Chair Jones called the meeting to order at 5:00 p.m. in the Commission Chambers on Thursday, March 21, 2024. Commissioner Lee offered the Invocation. Commissioner Howie led the Pledge of Allegiance to the Flag of the United States of America.

Clerk and Register of Deeds Monica McMichael called roll:

COMMISSIONERS PRESENT: Ryan Laylin, Joyce Locke, Jeremiah Jones, Mary Howie, Roseann Marchetti and RJ Lee.

COMMISSIONERS ABSENT: James Lawrence and Samuel Barrera.

**PUBLIC COMMENT**

Public comment occurred.

**ADDITIONS/DELETIONS TO THE AGENDA**

Commissioner Laylin removed item C. Public Defender Office Renovation Project from the agenda and returned the item to the Capital Projects Committee. He also added the following items under New Business: Community Project Funding Grant Application, Cass County Transit Authority and a Discussion on the Law Enforcement Strategic Planning/CCDET Advisory Board.

**APPROVAL OF THE AGENDA**

Commissioner Laylin moved, seconded by Commissioner Lee, to approve the March 21, 2024, Cass County Committee of the Whole Agenda as amended. Motion to approve the agenda carried by voice vote.

**APPROVAL OF MINUTES**

Commissioner Marchetti moved, seconded by Commissioner Lee, to approve the February 15, 2024, Committee of the Whole Meeting Minutes. Motion carried by voice vote.

## FINANCIAL REPORT

Finance Director Jennifer Rentfrow offered the Finance Report.

## UNFINISHED BUSINESS

None.

## NEW BUSINESS

### **A. Resolution to Increase Cass County Planning Commission to 11 Members**

Commissioner Marchetti explained that the County Planning Commission would benefit by increasing membership from nine to eleven members. She stated that expanding the number of board members would enhance meeting effectiveness by providing additional coverage and perspectives when current members were unable to attend. The increase in membership would also provide a broader representation of the community.

Commissioner Marchetti moved, seconded by Commissioner Laylin, to move item A. to the next regular board meeting. Motion carried by voice vote.

### **B. Master Plan Commitment Agreements**

Commissioner Marchetti requested approval of the Joint Master Plan Commitment Agreements with Pokagon Township, Wayne Township, Volinia Township and the Village of Vandalia. A \$2,000 cost sharing fee from each unit would assist the county with the overall cost of the Master Plan and solidify their commitment to the process.

Commissioner Marchetti moved, seconded by Commissioner Locke, to place item B. on the next regular board meeting agenda. Motion carried by voice vote.

### **C. Resolution in Support of Citizens for Local Choice**

Commissioner Locke requested board members approve a resolution in support of restoring local control in the solar and wind project approval process.

Commissioner Locke moved, seconded by Commissioner Laylin, to place item C. on the next regular board meeting agenda. Motion carried by voice vote.

**D. 2024 Remonumentation Contracts**

Administrator Newton explained the 2024 Remonumentation Contracts must be approved by the board. The grants were fully funded by a state grant and would finalize proposals from local surveyors.

Commissioner Laylin moved, seconded by Commissioner Locke, to place item D. on the next regular board meeting agenda.

**E. Early voting & Presidential Primary Voting Expenditures**

Clerk/Register McMichael requested \$60,127 in order to pay invoices from the Presidential Primary Election. She informed commissioners that all monies should be reimbursed by the State of Michigan.

Commissioner Laylin moved, seconded by Commissioner Marchetti, to move item E. to the next regular board meeting agenda. Motion carried by voice vote.

**F. Historic Courthouse Update & Review**

Administrator Newton provided an update on the Historic Courthouse Project.

**G. Dissolution of MERS Committee**

Commissioner Laylin requested an update from the MERS Committee. Because Commissioner Lawrence served as Chair of that committee and was absent, Commissioner Laylin withdrew his request to dissolve the MERS Committee. He would wait for a report from Commissioner Lawrence upon his return.

**H. County Policy on Personal Email Use**

Commissioner Laylin asked the policy committee to draft a policy on conducting county business only on county e-mail. Judge Bealor asked if courts were exempt from the policy as they were exempt from FOIA.

Commissioners agreed to send item H. to the Policy Committee. Commissioner Marchetti announced the next Policy Committee Meeting would take place at 2:00 p.m. on April 11, 2024.

**I. Lawless Park Cropland Lease Agreements**

Parks Director Scott Wyman announced that the Parks Department requested bids to lease cropland near Lawless park every three years. The department received four bids and recommended the board approve the highest bid of \$201 per acre.

Commissioner Laylin moved, seconded by Commissioner Marchetti, to place item I. on the next regular board meeting agenda.

**J. FY24 Budget Amendments**

Administrator Newton requested a budget amendment in order to fund the Friend of the Courts Services Coordinator position. The board approved the position with motion M-200-23; however, failed to allocate funds to pay for the position.

Commissioner Laylin moved, seconded by Commissioner Lee, to place item J. on the next regular board meeting agenda.

**K. Community Project Funding Grant Application**

Sheriff Behnke explained that the Sheriff's Office would pursue a grant from Senator Walberg's Office in order to purchase a \$3 million radio system for local fire departments. The deadline for submission was Tuesday, March 26, 2024.

Commissioner Laylin agreed, seconded by Commissioner Locke, to authorize the grant application and to provide a letter of recommendation from the Board of Commissioners. Motion carried by voice vote.

## **L. Cass County Transit Authority Loan Request**

Transportation Authority Director Gerry Bundle asked the board to provide an interest-free short-term loan in the amount of \$308,500. He explained that a conventional loan would cost the taxpayers approximately \$7,000 in interest and fees. A loan from the county was the best option to preserve taxpayer money.

Commissioner Laylin expressed his disagreement, stating that the county was not a bank. Finance Director Rentfrow reminded board members that money was invested with an interest rate of 4-5%. If approved, the loan would result in a loss of interest revenue to the county.

Commissioners discussed approving the loan with an interest rate of 4% to compensate for the lost interest.

Chair Jones moved, seconded by Commissioner Howie, to place item L. on the next regular board meeting agenda.

## **M. Law Enforcement Strategic Planning/CCDET Advisory Board**

Commissioner Lee informed board members that the Law Enforcement Strategic Planning Committee recommended the board approve a CCDET Advisory Board that would include the following members:

- County Sheriff
- County Prosecutor
- Manager of the Village of Cassopolis
- Manager of the City of Dowagiac
- Edwardsburg/Ontwa Township Chief of Police
- County Administrator
- Two County Commissioners

Judge Bealor questioned why outside entities would have a vote concerning county funds. She also explained that the millage language was approved for any “Criminal Justice”. The language was broad and could encompass many items, as the county legal counsel previously advised.

Administrator Newton expressed concern over forming an Advisory Committee before the county decided on how the funds would be allocated. He suggested that a plan first be put in place.

Clerk and Register McMichael agreed with Judge Bealor and Administrator Newton. She suggested the board wait to designate an oversight committee until a plan was in place.

Commissioner Laylin suggested the board discuss the item at a future workshop.

Commissioner Laylin moved, seconded by Commissioner Marchetti, to appoint Administrator Newton, Sheriff Behnke and Prosecutor Fitz to research and prepare a plan for CCDET. The committee could also include anyone they deemed helpful. Motion carried by voice vote.

Sheriff Behnke reminded the board of the May 14, 2024, deadline to approve ballot language.

Commissioner Lee moved, seconded by Commissioner Laylin, to prepare ballot language to renew the CCDET millage and place the proposal on the August Primary ballot. The item would appear on the next regular board meeting agenda. Motion carried by voice vote.

Commissioner Laylin left the meeting at 6:30 p.m.

### **CLOSED SESSION**

Commissioner Marchetti moved, seconded by Commissioner Lee, to enter a Closed Session to review Labor Negotiations and to include Clerk and Register McMichael, Sheriff Behnke, Administrator Newton, Finance Director Rentfrow, and any other party as may be designated by the Board Chair.

The Chair instructed the Clerk to call roll:

Yes (5): Commissioner Marchetti, Howie, Locke, Jones and Lee.

No (0): None.

Absent (3): Commissioners Lawrence, Barrera and Laylin.

Motion to enter Closed Session carried by roll call vote. The meeting moved to Closed Session at 6:33 p.m.

The meeting returned to Open Session at 7:02 p.m.

### **NEW BUSINESS (CONTINUED)**

#### **N. FOPLC Letter of Understanding**

Commissioner Locke moved, seconded by Commissioner Lee, to approve an offer of a 10% wage increase as well as longevity bonuses (amount to be determined) to the FOPLC. Motion carried by voice vote.

**BOARD MEMBER COMMENTS/ANNOUNCEMENTS**

Commissioners Marchetti and Lee shared comments.

**ADJOURNMENT**

The meeting adjourned at 7:05 p.m.

Approved: \_\_\_\_\_  
Date

\_\_\_\_\_  
Vice-Chair Samuel Barrera

\_\_\_\_\_  
Monica McMichael, Clerk/Register

DRAFT

**GENERAL FUND REVENUE BUDGET TO ACTUAL SUMMARY  
AS OF 3/31/2024 (50% of Fiscal Year 2023-2024)**

|   | ACTUAL @<br>3/31/2023 | 2023-2024<br>ORIGINAL | 2023-2024<br>AMENDED | ACTIVITY FOR<br>MARCH 2024 | ACTUAL @<br>3/31/2024 | AVAILABLE<br>BALANCE | % BDGT<br>USED |
|---|-----------------------|-----------------------|----------------------|----------------------------|-----------------------|----------------------|----------------|
| <b>REVENUE SOURCES LESS GRANT/REIMBURSEMENTS:</b> |                       |                       |                      |                            |                       |                      |                |
| FEES/SERVICES/PERMITS                             | 749,453               | 1,727,834             | 1,727,834            | 142,567                    | 655,498               | 1,072,336            | 37.94%         |
| INTEREST & RENTS                                  | 134,980               | 156,500               | 156,500              | (48,018)                   | 209,808               | (53,308)             | 134.06%        |
| STATE FUNDING                                     | 1,024,614             | 2,945,948             | 3,036,785            | 80,087                     | 1,026,843             | 2,009,942            | 33.81%         |
| TRANSFERS IN                                      | 181,000               | 992,365               | 992,365              | 0                          | 383,683               | 608,683              | 38.66%         |
| TAXES   | 867,295               | 13,094,361            | 13,094,361           | 182,976                    | 1,057,571             | 12,036,790           | 8.08%          |
| <b>SUB TOTAL</b>                                  | <b>2,957,342</b>      | <b>18,917,008</b>     | <b>19,007,845</b>    | <b>357,612</b>             | <b>3,333,403</b>      | <b>15,674,442</b>    | <b>18%</b>     |
| <b>GRANT/REIMBURSEMENTS:</b>                      |                       |                       |                      |                            |                       |                      |                |
| GRANTS  | 457,926               | 1,699,423             | 2,062,423            | 806,158                    | 1,321,400             | 741,023              | 64.07%         |
| LOCAL CONTRIBUTIONS                               | 124,888               | 563,427               | 563,427              | 18,761                     | 161,620               | 401,807              | 28.69%         |
| REIMBURSEMENTS/OTHER REVENUE                      | 34,496                | 178,412               | 178,412              | 2,618                      | 28,402                | 150,010              | 15.92%         |
| FUND BALANCE ALLOCATION                           | 0                     | 814,472               | 890,472              | 0                          | 0                     | 890,472              | 0.00%          |
| <b>SUB TOTAL</b>                                  | <b>617,310</b>        | <b>3,255,734</b>      | <b>3,694,734</b>     | <b>827,536</b>             | <b>1,511,422</b>      | <b>2,183,312</b>     | <b>40.91%</b>  |
| <b>TOTAL REVENUES</b>                             | <b>3,574,653</b>      | <b>22,172,742</b>     | <b>22,702,579</b>    | <b>1,185,148</b>           | <b>4,844,825</b>      | <b>17,857,754</b>    | <b>21.34%</b>  |
| <b>TOTAL EXPENSES (See Detail Below)</b>          | <b>9,986,272</b>      | <b>22,172,742</b>     | <b>22,702,579</b>    | <b>1,539,901</b>           | <b>10,049,883</b>     | <b>12,652,696</b>    | <b>44.27%</b>  |

**GENERAL FUND EXPENSE BUDGET TO ACTUAL SUMMARY  
AS OF 3/31/2024 (50% of Fiscal Year 2023-2024)**

|  | ACTUAL @<br>3/31/2023 | 2023-2024<br>ORIGINAL | 2023-2024<br>AMENDED | ACTIVITY FOR<br>MARCH 2024 | ACTUAL @<br>3/31/2024 | AVAILABLE<br>BALANCE | % BDGT<br>USED |
|--|-----------------------|-----------------------|----------------------|----------------------------|-----------------------|----------------------|----------------|
| 101 - BOARD OF COMMISSIONERS             | 126,856               | 250,235               | 250,235              | 15,380                     | 135,593               | 114,643              | 54.19%         |
| 172 - ADMINISTRATOR                      | 159,172               | 285,460               | 285,460              | 21,642                     | 144,065               | 141,395              | 50.47%         |
| 191 - ACCOUNTING DEPT                    | 209,884               | 467,695               | 467,695              | 35,640                     | 231,475               | 236,220              | 49.49%         |
| 215 - CLERK/ROD                          | 294,519               | 641,805               | 641,805              | 47,268                     | 299,359               | 342,446              | 46.64%         |
| 228 - INFORMATION TECHNOLOGY             | 408,517               | 1,081,059             | 1,081,059            | 44,775                     | 454,641               | 626,418              | 42.06%         |
| 233 - PURCHASING                         | 106,690               | 166,000               | 166,000              | 13,177                     | 68,535                | 97,465               | 41.29%         |
| 243 - PROPERTY DESCRIPTION DEPT          | 171,799               | 460,602               | 460,602              | 23,038                     | 178,295               | 282,307              | 38.71%         |
| 245 - COUNTY SURVEY & REMONUMENTATION    | 45,614                | 54,079                | 54,079               | 0                          | 53,021                | 1,058                | 98.04%         |
| 253 - TREASURER                          | 219,046               | 481,841               | 481,841              | 31,843                     | 228,567               | 253,274              | 47.44%         |
| 257 - ASSESSOR / EQUALIZATION DEPT       | 136,746               | 308,179               | 308,179              | 23,055                     | 140,723               | 167,456              | 45.66%         |
| 262 - ELECTIONS                          | 43,464                | 166,200               | 166,200              | 5,837                      | 48,070                | 118,130              | 28.92%         |
| 265 - BUILDINGS & GROUNDS                | 553,822               | 1,167,571             | 1,167,571            | 113,257                    | 562,597               | 604,974              | 48.19%         |
| 266 - ATTORNEY / CORP COUNSEL            | 28,763                | 70,000                | 70,000               | 7,547                      | 22,184                | 47,816               | 31.69%         |
| 271 - INSURANCE / TAXES                  | 208,985               | 538,615               | 538,615              | 0                          | 242,760               | 295,855              | 45.07%         |
| 276 - COURT GRANTS                       | 297,343               | 826,724               | 1,258,186            | 95,878                     | 337,334               | 920,852              | 26.81%         |
| 279 - FAMILY / JUVENILE COURT            | 422,809               | 885,153               | 873,153              | 81,414                     | 424,036               | 449,117              | 48.56%         |
| 283 - CIRCUIT COURT                      | 155,283               | 341,830               | 358,830              | 29,146                     | 169,423               | 189,407              | 47.22%         |
| 286 - DISTRICT COURT                     | 450,497               | 951,471               | 951,471              | 72,699                     | 451,868               | 499,603              | 47.49%         |
| 289 - FRIEND OF THE COURT                | 606,307               | 1,213,629             | 1,213,629            | 91,768                     | 588,170               | 625,459              | 48.46%         |
| 294 - PROBATE COURT                      | 251,297               | 516,515               | 516,515              | 41,415                     | 259,403               | 257,112              | 50.22%         |
| 296 - PROSECUTING ATTORNEY               | 513,060               | 1,144,879             | 1,144,879            | 90,485                     | 545,906               | 598,973              | 47.68%         |
| 301 - SHERIFF                            | 1,418,929             | 3,136,812             | 3,136,812            | 190,148                    | 1,314,726             | 1,822,086            | 41.91%         |
| 304 - LAW & COURTS SECURITY              | 80,832                | 180,427               | 180,427              | 11,179                     | 67,649                | 112,778              | 37.49%         |
| 316 - SECONDARY ROAD PATROL              | 45,850                | 108,222               | 108,222              | 7,648                      | 50,714                | 57,508               | 46.86%         |
| 331 - MARINE LAW ENFORCEMENT             | 2,075                 | 45,408                | 72,783               | 2,200                      | 3,715                 | 69,068               | 5.10%          |
| 345 - PUBLIC SAFETY DEPT                 | 134,004               | 457,311               | 457,311              | 17,970                     | 141,473               | 315,838              | 30.94%         |
| 351 - JAIL OPERATION                     | 1,531,928             | 3,436,896             | 3,436,896            | 251,596                    | 1,528,704             | 1,908,192            | 44.48%         |
| 426 - EMERGENCY MGMT / HOMELAND SECURITY | 51,101                | 104,504               | 104,504              | 7,601                      | 51,399                | 53,105               | 49.18%         |
| 430 - ANIMAL CONTROL                     | 213,880               | 437,776               | 437,776              | 28,653                     | 200,613               | 237,163              | 45.83%         |
| 441 - PUBLIC WORKS                       | 415                   | 900                   | 900                  | 0                          | 272                   | 628                  | 30.17%         |
| 442 - DRAIN COMMISSIONER                 | 62,875                | 128,403               | 128,403              | 9,145                      | 62,685                | 65,718               | 48.82%         |
| 528 - WASTE COLLECTION/DISPOSAL          | 3,630                 | 27,800                | 27,800               | 0                          | 292                   | 27,508               | 1.05%          |
| 568 - SOIL CONSERVATION                  | 5,000                 | 10,000                | 86,000               | 38,000                     | 48,000                | 38,000               | 55.81%         |
| 601 - HEALTH DEPARTMENT                  | 0                     | 293,544               | 293,544              | 0                          | 73,386                | 220,158              | 25.00%         |
| 631 - SUBSTANCE ABUSE                    | 11,230                | 60,000                | 60,000               | 8,270                      | 8,270                 | 51,730               | 13.78%         |
| 648 - MEDICAL EXAMINER                   | 110,857               | 172,000               | 172,000              | 18,916                     | 64,114                | 107,886              | 37.28%         |
| 649 - MENTAL HEALTH                      | 57,000                | 122,000               | 122,000              | 0                          | 61,000                | 61,000               | 50.00%         |
| 681 - VETERANS' BURIALS                  | 4,561                 | 10,000                | 10,000               | 515                        | 1,690                 | 8,310                | 16.90%         |
| 682 - VETERANS' COUNSELOR                | 61,200                | 138,562               | 138,562              | 9,476                      | 48,233                | 90,329               | 34.81%         |
| 701 - PLANNING COMMISSION                | 11,866                | 24,018                | 24,018               | 10,875                     | 11,326                | 12,692               | 47.16%         |
| 710 - COOPERATIVE EXTENSION              | 87,725                | 133,332               | 133,332              | 26,752                     | 82,082                | 51,250               | 61.56%         |
| 751 - PARKS & RECREATION                 | 106,579               | 252,828               | 252,828              | 15,691                     | 105,473               | 147,355              | 41.72%         |

# CASS COUNTY

## FINANCE DIRECTOR

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**TO: CASS COUNTY BOARD OF COMMISSIONERS**  
**FROM: JENNIFER RENTFROW / FINANCE DIRECTOR**  
**DATE: MARCH 31, 2024**  
**RE: FINANCIAL REPORT**

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### **GENERAL FUND BUDGET TO ACTUAL SUMMARY REPORT**

Attached you will find the General Fund Budget to Actual Summary Report. The report reflects the fiscal year budget & year-to-date activity total from October 1, 2023 through March 31, 2024, (FYE 9/30/24).

*\*Please note this is a preliminary report and is subject to change as it continues to be reviewed in depth to prepare for closing year-end and audit preparations.*

### **DEPARTMENT BUDGETS:**

Board of Commissioners – Conferences/Training expenditures are trending a bit high compared to budget. Audit services are also a large part of the budget, and those expenditures are being paid out right now as well. We will keep close eye on this and bring forth budget adjustment if/when necessary.

Survey & Remonumentation – Most expenses occur in December & January to satisfy grant requirements.

Cooperative Extension – Third quarter appropriation was paid already making it appear to be trending high.

### **NOTES:**

Following the conclusion of the audit (March 31 deadline for the State of Michigan), our focus will shift to budgeting preparations.

|                     | ACTUAL @<br>3/31/2023 | 2023-2024<br>ORIGINAL | 2023-2024<br>AMENDED | ACTIVITY FOR<br>MARCH 2024 | ACTUAL @<br>3/31/2024 | AVAILABLE<br>BALANCE | % BDGT<br>USED |
|---------------------|-----------------------|-----------------------|----------------------|----------------------------|-----------------------|----------------------|----------------|
| 966 - TRANSFERS OUT | 574,262               | 872,457               | 862,457              | 0                          | 538,044               | 324,413              | 62.39%         |
| TOTAL EXPENDITURES  | 9,986,272             | 22,172,742            | 22,702,579           | 1,539,901                  | 10,049,883            | 12,652,696           | 44.27%         |

### FUND BALANCE ALLOCATION ANALYSIS

|   |                         |   |
|---|-------------------------|---|
| UNASSIGNED FUND BALANCE 9/30/15             | 5,126,404               | <i>PER 9/30/15 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/16             | 5,449,774               | <i>PER 9/30/16 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/17             | 6,011,346               | <i>PER 9/30/17 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/18             | 5,779,269               | <i>PER 9/30/18 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/19             | 6,073,472               | <i>PER 9/30/19 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/20             | 7,950,059               | <i>PER 9/30/20 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/21             | 8,704,098               | <i>PER 9/30/21 Comprehensive Financial Report</i> |
| UNASSIGNED FUND BALANCE 9/30/22             | 9,018,784               | <i>PER 9/30/22 Comprehensive Financial Report</i> |
| ADOPTED FUND BALANCE ALLOCATION             | 8,028,010               | <i>PER 9/30/23 Comprehensive Financial Report</i> |
| ADOPTED FUND BALANCE ALLOCATION             | 814,472                 | <i>Original 2023-2024 Budget as adopted</i>       |
|   | 76,000                  | <i>Adjustments to FY24 Budget</i>                 |
|   | <u>890,472</u>          |   |
| <b>EST. UNASSIGNED FUND BALANCE 9/30/24</b> | <u><b>7,137,538</b></u> |   |



# CASS COUNTY BOARD OF COMMISSIONERS

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**To:** Board of Commissioners  
**From:** Matthew Newton, County Administrator  
**Re:** Material Management Planning Resolution & ILA Draft Review

## **REQUEST:**

Approve the MMP Resolution be added to the Consent Agenda of the May 2nd Regular Meeting

## **BACKGROUND:**

The State of Michigan's Solid Waste Program was updated with the passage of amendments to Part 115 of the Natural Resources and Protection Act that became effective on March 29, 2023. The new amendments require existing Solid Waste Management Plans be replaced with new Materials Management Plans (MMP) that focus on sustainable materials approaches including recycling and composting rather than just the use of landfills. EGLE notified counties that MMP Planning Process was to begin on January 8, 2024. That starts the clock of a 180-day window to determine the authority for MMP development and implementation as well as the submission of a Notice of Intent (NOI) to EGLE.

In October 2023, the Board of Commissioners passed R-166-23 selecting the Southwest Michigan Planning Commission (SWMPC) as the Designated Planning Agency (DPA) and approving to join a multicounty plan with Berrien and Van Buren. However, this was done in advance of the actual initiation of the MMP Planning Process by the EGLE Director to get a head start and, in the intervening time, EGLE provided additional guidance indicating the manner and format of the resolution needed to be updated. As such, the attached resolution complies with the latest requirements from EGLE and will satisfy what is needed to finalize the NOI.

A group of volunteers from Cass, Berrien, and Van Buren Counties in addition to representatives from the SWMPC have been working through the various requirements to satisfy the initial planning requirements and finalize the necessary Interlocal Agreement between the municipalities and the SWMPC, as the DPA, to ensure we meet the necessary deadlines and work can begin on the plan itself. To that end, attached to this packet is also the most recent draft that the group has prepared for the Interlocal Agreement. It is not finished yet, as there are a few items that are yet in progress, but we wanted to give you a chance to review it, ask any questions you may have, and incorporate and feedback you may have into our work as we progress.

## **REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

## **MMP Planning Group, Administration**

## **FINANCIAL ANALYSIS:**

The initial MMP Planning and Implementation Process will be paid for via funding from EGLE.

## **RECOMMENDATION**

1. Motion to add the Resolution Approving Submission of an NOI, the designation of SWMPC as the DPA, and entering a Multicounty Planning Agreement be added to the Consent Agenda of the May 2nd Regular Meeting.



## **CASS COUNTY BOARD OF COMMISSIONERS**

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2. Review and Discuss Interlocal Agreement as may be necessary and make any inquiries as you may see fit. Commissioner Marchetti and I have been involved in the MMP Planning Group and are happy to try to answer any questions that you may have to the best of our ability.

# CASS COUNTY BOARD OF COMMISSIONERS

R-###-24

**A RESOLUTION TO APPROVE THE SUBMISSION OF A NOTICE OF INTENT TO EGLE TO PREPARE A MATERIALS MANAGEMENT PLAN AS THE DESIGNATED COUNTY APPROVAL AGENCY, NAME SOUTHWEST MICHIGAN PLANNING COMMISSION AS THE DESIGNATED PLANNING AGENCY AND ENTER INTO A MULTICOUNTY PLANNING AGREEMENT.**

**WHEREAS**, the State of Michigan's Solid Waste Program was updated with the passage of amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, that became effective on March 29, 2023;

**WHEREAS**, the amendments require existing county Solid Waste Management Plans to be replaced with new Materials Management Plans (MMP) that focus on sustainable materials management approaches, such as recycling and composting instead of just landfilling waste;

**WHEREAS**, on December 20, 2023, the Department of Environment, Great Lakes, and Energy (EGLE) notified counties that the materials management planning process will be initiated as of January 8, 2024. County boards of commissioners, or elected executives are given the first opportunity to assume authority over MMP development and implementation;

**WHEREAS**, if Cass County accepts this authority, a Notice of Intent is required and must be submitted to prepare an MMP within 180 days of the date that the EGLE Director initiates the process;

**WHEREAS**, Cass County will, by resolution, enter into an interlocal agreement to participate in a multicounty materials management plan with Berrien and Van Buren Counties;

**WHEREAS**, the Board of Commissioners will appoint the members of the Materials Management Planning Committee (MMPC), and the Southwest Michigan Planning Commission will serve as the Designated Planning Agency and make MMPC appointment recommendations and provide oversight of the MMPC and the plan development process. The MMPC will, by resolution, submit the plan to the BOC with a recommendation to approve; and

**WHEREAS**, the MMP must be approved by the Board of Commissioners by resolution and approved by 2/3rd of the municipalities in Van Buren, Cass, and Berrien Counties before it is considered adopted and submitted to EGLE to be accepted.

**NOW, THEREFORE, BE IT RESOLVED** that the Cass County Board of Commissioners hereby approves the submission of a Notice of Intent to the Michigan Department of Environment, Great Lakes, and Energy to prepare a Materials Management Plan as the designated County Approval Agency for Cass County and name Southwest Michigan Planning Commission as the designated planning agency and enter into a multicounty planning agreement.

**ADOPTED THIS 2ND DAY OF MAY 2024**

**ATTEST:**

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Monica McMichael, Clerk/Register  
COUNTY OF CASS

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Jeremiah Jones, Chair  
CASS COUNTY BOARD OF COMMISSIONERS

**INTERLOCAL AGREEMENT BETWEEN BERRIEN COUNTY, CASS COUNTY, AND VAN BUREN COUNTY TO ESTABLISH A MULTICOUNTY MATERIALS MANAGEMENT PLAN, MATERIALS MANAGEMENT PLANNING COMMITTEE, AND DESIGNATE THE SOUTHWEST MICHIGAN REGIONAL PLANNING COMMISSION AS THE DESIGNATED PLANNING AGENCY FOR PLAN ADMINISTRATION**

Part 115 of Public Act 451 of 1994 (MCL 324.115 et seq) requires counties to form an interlocal agreement for the administration of multicounty materials management plans as of March 29, 2023. Accordingly, the following interlocal agreement (hereinafter “AGREEMENT”) has been executed by the Board of Commissioners of Berrien, Cass, and Van Buren Counties (hereinafter collectively as “COUNTIES”), and the Southwest Michigan Regional Planning Commission (hereinafter “SWMPC”). The COUNTIES and SWMPC are collectively referred to throughout this AGREEMENT as the “PARTIES.”

**RECITALS**

**WHEREAS**, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common with each other and which each might exercise separately;

**WHEREAS**, The Urban Cooperation Act of 1967, being MCL 124.505 et seq, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

**WHEREAS**, Part 115 of P.A. 451 of 1994, being MCL 324.115 et seq, requires each County to have an approved Materials Management Plan regulate the disposition of solid wastes and waste diversion activities;

**WHEREAS**, Subpart 11 of Part 115 of P.A. 451 of 1994 requires each County Board of Commissioners, acting as County Approval Agency, to submit to the Department of Environment, Great Lakes, and Energy a Notice of Intent to prepare a Materials Management Plan;

**WHEREAS**, Subpart 11 of Part 115 of P.A. 451 of 1994 requires each County Approval Agency to enter into an AGREEMENT to develop a Multicounty Materials Management Plan, and designate the agency who will serve as the counties’ Designated Planning Agency; and

**WHEREAS**, Subpart 11 of Part 115 of P.A. 451 of 1994 allows for the establishment of a Multicounty Materials Management Planning Committee, consisting of representatives from within the planning area established by the Notice of Intent.

**NOW, THEREFORE**, in consideration of the terms of this AGREEMENT, the PARTIES agree as follows:

**1. PURPOSE**

The purpose of this AGREEMENT is to provide for the development, administration, and implementation of a Multicounty Materials Management Plan meeting the requirements of Subpart 11 of Part 115 of Public Act 451 of 1994 (MCL 324.11571 et seq) and approved by the Department of Environment, Great Lakes, and Energy. The COUNTIES propose that SWMPC serve as the Designated Planning Agency for the development, administration, and implementation of a Multicounty Materials Management Plan. This Multicounty Materials Management Plan will encompass a planning area containing all the municipalities of Berrien, Cass, and Van Buren Counties in the state of Michigan. The COUNTIES agree to file a joint Notice of Intent to the Department of Environment, Great Lakes, and Energy as the County Approval Agencies for each county, with the coordination of SWMPC.

**2. ADMINISTRATION OF AGREEMENT**

This AGREEMENT shall be administered by SWMPC on behalf of the COUNTIES.

### **3. DESIGNATED PLANNING AGENCY RESPONSIBILITIES**

SWMPC, acting as the Designated Planning Agency for the COUNTIES, shall have all the responsibilities as outlined in MCL 324.11574 et seq, including, but not limited to:

- a. The preparation of a Multicounty Materials Management Plan for the planning area outlined in the AGREEMENT.
- b. The administration of a Materials Management Planning Committee composed of representatives serving the planning area. Such committee will develop a workplan for SWMPC for the approval of the Department of Environment, Great Lakes and Energy, and direct SWMPC in the preparation of the Multicounty Materials Management Plan.
- c. The communication of vacancies on the Planning Committee to each county for the solicitation of nominations.
- d. The notification of required public notices, the retention of documents, the coordination of the Materials Management Planning Committee, communications to municipalities, and the requirements of a Materials Management Plan.
- e. Notifications to each County Approval Agency regarding Plan development, the meetings of the Planning Committee, and Planning Committee vacancies.
- f. Any additional items upon amendment of this Agreement.

### **4. RESPONSIBILITIES OF BERRIEN, CASS, AND VAN BUREN COUNTY BOARDS OF COMMISSIONERS**

The COUNTIES of this AGREEMENT understand and agree that the planning area identified in this AGREEMENT will be required to meet the provisions outlined in MCL 324.115 et seq regarding the development and implementation of a Materials Management Plan coordinating the disposal, disposition, and diversion of solid wastes, recyclables, and compostable materials. The Materials Management Plan will outline the current capacity of existing facilities, develop goals to increase the utilization of potentially divertible materials, create a siting process for new facilities where local regulations are not applicable, and document an implementation strategy to meet the requirements of the law.

The COUNTIES in this AGREEMENT understand and agree that in utilizing SWMPC as the Designated Planning Agency throughout the term of this AGREEMENT to provide the following:

- a. A current contact within each county for communication and submittals regarding the Materials Management Plan.
- b. Provide, within a reasonable time frame, all approvals, communications, and documentation required by the Materials Management Plan process.
- c. Copies of any applicable policies, procedures, or ordinances that the Designated Planning Agency may be subject to, and that may assist with the preparation and implementation of the Materials Management Plan.
- d. Facilitate the Designated Planning Agency's solicitation of approvals of the legislative bodies of the municipalities within the planning area.

### **5. MATERIALS MANAGEMENT PLANNING COMMITTEE**

There is hereby established a separate legal entity to be known as the "Southwest Michigan Materials Management Planning Committee" (hereinafter "Planning Committee") for the purpose of creating and administering the Materials Management Plan for the planning area. The Materials Management Planning

Committee is a permanent public body subject to Public Act 267 of 1976, the “Open Meetings Act” (MCL 15.261 et seq).

The COUNTIES in this AGREEMENT understand and agree each county may make appointments of residents or representatives of agencies serving the planning area to the Planning Committee. To assist the COUNTIES in making such appointments, the SWMPC will accept applications from residents and representatives of agencies serving the planning area and make appointment recommendations to the individual COUNTIES.

The SWMPC will ensure that appointment recommendations reflect a geographic representation and equal share between counties when possible. The membership of the Planning Committee shall consist of the following nominated members:

- a.** A representative of a solid waste disposal facility operator that provides service in the planning area.
- b.** A representative of a hauler that provides service in the planning area.
- c.** A representative of a materials recovery facility operator that provides service in the planning area.
- d.** A representative of a composting facility or anaerobic digester operator that provides service in the planning area.
- e.** A representative of a waste diversion, reuse, or reduction facility operator that provides service in the planning area.
- f.** A representative of an environmental interest group that has members residing in the planning area.
- g.** An elected official of a county.
- h.** An elected official of a township in the planning area.
- i.** An elected official of a city or village in the planning area.
- j.** A representative of a business that generates managed material in the planning area.
- k.** A representative of the regional planning agency whose territory includes the planning area.

Where an individual or representative of an agency recommended for appointment by the SWMPC resides within a respective county, that county shall make the appointment to the Planning Committee. That appointment may follow the procedures and requirements of the respective county. Initial appointments to the Planning Committee will consist of five-year terms. A county that makes an appointment to the Planning Committee may remove that member for incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office.

When a vacancy on the Planning Committee occurs, SWMPC will notify the COUNTIES of the vacancy, and recommend the appointment of a representative that meets the requirements of the vacancy.

In addition, each county in the AGREEMENT may appoint two members without SWMPC’s recommendation:

- 1.** An elected official of the county or a municipality in the planning area.
- 2.** A representative from a business that generates managed materials within the planning area.

These appointments will be required to complete the same application for the Planning Committee as all other applicants. Their applications will be passed through SWMPC to the county that the applicant serves or resides in. These applicants are subject to additional processes as determined by each County before being appointed.

The Planning Committee shall make and adopt bylaws and procedures for the conduct of its business, including the election of officers and the length of subsequent appointments meeting the provisions of MCL 324.11572.

The Planning Committee will develop a Materials Management Plan meeting the provisions of MCL 324.11578 et seq and the requirements of the Department of Environment, Great Lakes, and Energy. Upon the completion of the plan, the Planning Committee will submit the document to each County Board of Commissioners for approval.

**6. MATERIALS MANAGEMENT PLAN APPROVALS**

The COUNTIES in this AGREEMENT, acting in their capacity as County Approval Agencies, may approve or deny the Materials Management Plan. If approved, each county will submit its written approval or minutes of the meeting where a motion was passed to the Planning Committee, the Designated Planning Agency, and the other counties. If rejected, a county will communicate in writing its objection and any suggestions for changes to the Planning Committee, the Designated Planning Agency, and the other counties.

The COUNTIES in this AGREEMENT may initiate one or more amendments to the Materials Management Plan upon the approval of the Materials Management Planning Committee and the submission of a Notice of Intent to the Department of Environment, Great Lakes, and Energy by SWMPC. SWMPC will facilitate the amendment process and approvals.

**7. DESIGNATED PLANNING AGENCY COMPENSATION**

The COUNTIES in this AGREEMENT will pay for the reasonable costs incurred by the SWMPC in serving as the Designated Planning Agency, including, but not limited to, the costs of developing and administering the Materials Management Plan process, the administration and meetings of the Materials Management Planning Committee, and the ongoing implementation and reporting required by the Department of Environment, Great Lakes, and Energy. Compensation, including payment terms and fee structure, payment responsibility, cost reimbursement, as well as any other appropriate terms will be supplied by the PARTIES and will be included as an addendum to this AGREEMENT. SWMPC has the right to request additional funding for work not outlined in the compensation structure (i.e. funding to facilitate plan amendment activities in a non-planning year).

**8. TERM**

Unless earlier terminated as provided herein, the term of this AGREEMENT will be three (3) years commencing from the date of its execution. The rights and privileges, together with all the other provisions of this AGREEMENT, will automatically continue in full force for five (5) additional periods of one year each from the date of expiration, unless either party gives notice to the others in writing at least sixty (60) days prior to the annual date of expiration that it does not desire the AGREEMENT to extend for an additional period.

**9. AMENDMENT**

The PARTIES may amend this AGREEMENT only by a written document signed by all parties.

**10. TERMINATION**

Any party may terminate this AGREEMENT, with or without cause, at any time upon sixty (60) days prior written notice to each other party. The COUNTIES of this AGREEMENT agree and understand that the termination of this AGREEMENT by one or more counties may disqualify the whole from meeting the requirements of MCL 324.115 et seq.

In the case of termination by one or more counties representing the minority of the whole, the terminating county(ies) understand(s) that they will assume all the responsibilities outlined in the AGREEMENT required by MCL 324.155 et seq. SWMPC reserves the right amend the compensation agreement to close any funding

gap. SWMPC also reserves the right to not act as the Designated Planning Agency for a county no longer subject to this AGREEMENT.

**11. INDEMNIFICATION**

To the extent allowed by law, each County and the Southwest Michigan Planning Commission agree to indemnify, defend, and hold harmless the others from any and all claims, liabilities, judgements, costs, damages, expenses, and attorney fees that may arise from the performance under this AGREEMENT. This indemnification will survive the termination or expiration of this AGREEMENT. By entering into this AGREEMENT, the PARTIES do not waive any immunities provided by law.

**12. SEVERABILITY**

Each provision of this AGREEMENT must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the AGREEMENT will remain in full effect.

**13. ENTIRE AGREEMENT**

This AGREEMENT and any addendums contain the entire understanding between the PARTIES.

**14. HEADINGS**

The headings preceding the paragraphs are inserted in this AGREEMENT for reference purposes only and must not be used to interpret this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Executive Director  
Southwest Michigan Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Board of Commissioners  
Berrien County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Board of Commissioners  
Cass County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Board of Commissioners  
Van Buren County

\_\_\_\_\_  
Date



# CASS COUNTY BOARD OF COMMISSIONERS

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**To:** Board of Commissioners  
**From:** Richard J. Behnke, Sheriff  
**Re:** Silver Creek Township Police Services Contract

**REQUEST:**

Approval of contract for Police Services, Silver Creek Twp

**BACKGROUND:**

Annual Renewal of Contract. Currently we do not provide a full-time deputy but will try when staffing levels are able. The contract does also allow for coverage using overtime hours. We have been using overtime enforcement for two years. Both parties are happy with this until the full-time position can be staffed.

**REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

**Sheriff, Administration**

**FINANCIAL ANALYSIS:**

The proposed contract provides for the billing of services provided by the Cass County Sheriff's Office on monthly basis for actual costs incurred up to \$134,496.00.

**RECOMMENDATION**

Motion to add Approval of Silver Creek Police Services Contract to the Consent Agenda of the May 2nd Regular Meeting Agenda



# CASS COUNTY OFFICE OF SHERIFF

321 M-62 North, Cassopolis, MI 49031 ♦ www.ccsso.info ♦ Administration: (269) 445-8644 ♦ Dispatch (269) 445-1560

RICHARD J. BEHNKE, Sheriff

CLINTON D. ROACH, Undersheriff

**CONTRACT BETWEEN  
Silver Creek Twp.,  
the OFFICE OF SHERIFF, CASS COUNTY,  
and the COUNTY OF CASS**

This Agreement is made this 1<sup>st</sup> day of April 2024, between the Township of Silver Creek, the County of Cass and the Office of Sheriff, Cass County, with reference to the following facts and circumstances:

- A. Pursuant to the authority granted in Act 8 of the Public Acts of 1967 (Ex Sess), as amended, MCLA 41.181 et seq; MSA 5.45(1) et seq., townships may enter into a contract with the Office of Sheriff Cass County, State of Michigan, to provide police protection within the township and enforce local ordinances.
- B. Silver Creek Township desires to enter into a contract with the Office of Sheriff, Cass County, to provide police protection services in Silver Creek Township.
- C. The Office of Sheriff, Cass County, will provide a deputy/officer for police protection services.

## DUTIES OF THE COUNTY:

The County of Cass, through the Office of Sheriff, Cass County, agrees to provide police services in Silver Creek Township. °It is understood that the deputy will continue to enforce the laws of the State of Michigan and all Silver Creek Township Ordinances.

## DUTIES OF THE TOWNSHIP OF SILVER CREEK:

Silver Creek Township will provide funding for the contract for services at the budgeted amount not to exceed \$134,496.00. Payment will be made in the following manner: the Cass County Sheriff's Office will bill for services on a monthly billing for actual costs incurred. Please note however, with the ever-increasing costs of fuel, this account will be monitored, and any costs incurred over the estimated budget, will be the responsibility of the Township.

The Cass County Sheriff's Office, recognizing its commitment of service to all citizens, will provide professional law enforcement and crime prevention in accordance with the highest possible standards of integrity and fairness.

To enable the enforcement of local ordinances, the Township will be required to swear in the deputy. All violations will be written under local ordinances that have been adopted by the Township.

**SUPERVISION/PROMOTIONS/DISCIPLINE/TERMINATION:**

Special township deputies appointed by the Sheriff shall be under the jurisdiction of and solely responsible to the Sheriff.

**HOURS:**

The Cass County Sheriff and Silver Creek Township Board will determine the schedule based on eighty (80) hours bi-weekly.

**PAY:**

Officers will be paid the negotiated wages with benefits.

**ALTERNATE COVERAGE:**

If the Cass County Sheriff's Office is unable to provide a full-time deputy for eighty hours every two weeks, service will be offered to the township at overtime rate. The township will determine what coverage is requested. In addition to the cost of gas and vehicle maintenance, the Sheriff's Office will invoice for actual costs of the pay and benefits of the deputy who works. Although the hourly cost could be less, the rate of \$69.50 per hour may be used for budgetary purposes.

**LIABILITY INSURANCE:**

The County of Cass has a \$5,000,000 liability insurance policy. The Township shall be included as (additional) insured's on/under said policy during the term of this contract and any renewal thereof.

The County of Cass will not assume any liability that occurred prior to the start of this contract. Any prior acts will be the responsibility of Silver Creek Township.

UNEMPLOYMENT COMPENSATION:

If any current employee becomes eligible for benefits under the Michigan Employment Security Act during the term of this Agreement, all such benefits or compensation will be in accordance with the MESA of the State of Michigan.

TERMINATION OF THIS AGREEMENT:

This Agreement shall run from the date of signing until March 31, 2025, provided, however, any party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party.

LIAISON:

A written monthly report will be provided no later than the Wednesday before the regular Township meeting for statistics from the previous month (i.e., the November report will be presented for the December meeting, etc.).

The Sheriff will meet with the Silver Creek Township Supervisor or Safety Committee, if called on to do so.

HIRING:

The Office of Sheriff, Cass County, will handle any employment opportunities that occur within this contract.

SERVICES OUTSIDE JURISDICTIONAL LIMIT OF THE TOWNSHIP:

Personnel assigned to Silver Creek Township may be utilized on occasion outside of the jurisdictional limits of the Township of Silver Creek for priority calls for service, officer backup, and/or request for assistance to respond to calls for assistance under the terms of the Cass County Mutual Aid Agreement.

The deputy assigned to this unit/township will patrol Silver Creek Township exclusively and may only be dispatched out of the township for 9-1-1 emergency priority calls.

CONCURRENT AND RESOLUTION DATE:

This Agreement shall be effective upon approval by the Township of Silver Creek, the Cass County Board of Commissioners, and the Cass County Sheriff.

In witness whereof the County of Cass has caused this Agreement to be executed by its Chairperson and Clerk of the Board of Commissioners, the Cass County Sheriff, and Silver Creek Township has caused this Agreement to be executed by the Supervisor and Clerk of Silver Creek Township.

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

SILVERCREEK TOWNSHIP:

Michael Braman  
Michael Braman, Supervisor

Date: 4-9-24

Jessica Honn  
Jessica Honn, Clerk

Date: 4-9-24

COUNTY OF CASS:

Jeremiah Jones  
Jeremiah Jones, BOC Chairman

Date: \_\_\_\_\_

Richard J. Behnke  
Richard J. Behnke, Sheriff

Date: 4-9-24

ATTESTED TO:

Monica McMichael  
Monica McMichael, Clerk/Register

Date: \_\_\_\_\_

Silver Creek Township  
April 1, 2024 - March 31, 2025

40 hours  
w/benefits

|                      |    |            |
|----------------------|----|------------|
| Wages                | \$ | 64,928.00  |
| Administration Fees  | \$ | 1,000.00   |
| Overtime             | \$ | 2,000.00   |
| ETO                  | \$ | 2,000.00   |
| Holiday              | \$ | 2,500.00   |
| FICA                 | \$ | 6,020.00   |
| Health/Dental/Vision | \$ | 20,825.00  |
| Life Insurance       | \$ | 75.00      |
| Retirement           | \$ | 13,819.00  |
| Workers Comp.        | \$ | 1,574.00   |
| Disability           | \$ | 355.00     |
| Technical Supplies   | \$ | 500.00     |
| Uniforms             | \$ | 500.00     |
| Fuel                 | \$ | 4,500.00   |
| Drug Testing         | \$ | 600.00     |
| Uniform Cleaning     | \$ | 200.00     |
| Telephone            | \$ | 600.00     |
| Vehicle Maintenance  | \$ | 1,500.00   |
| Equipment            | \$ | 2,000.00   |
| Vehicle Lease        | \$ | 9,000.00   |
| Total                | \$ | 134,496.00 |



# CASS COUNTY BOARD OF COMMISSIONERS

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**To:** Board of Commissioners  
**From:** Matthew Newton, County Administrator / Richard Behnke, Sheriff  
**Re:** Drug Enforcement Millage Renewal

## **REQUEST:**

Approve for Resolution Authorizing Drug Enforcement Millage be added to the May 2nd Regular Meeting Agenda.

## **BACKGROUND:**

We have held several discussions on the renewal of the Drug Enforcement Millage over the past month and half. At the Committee of the Whole Meeting on March 21st, the Board of Commissioners requested that the Resolution to reauthorize the Drug Enforcement Millage be brought back to the BOC for consideration.

Attached is the proposed Drug Enforcement Millage Resolution. The Resolution would provide for a 4-year renewal beginning in December 2024 and ending December 2027. The millage renewal would be for up to 0.5000 mills and would result in estimated revenue collections of \$1,388,578.00 in the first year based on 2023 figures.

## **REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

**Administration, Sheriff**

## **FINANCIAL ANALYSIS:**

If approved by the voters, the millage would result in estimated revenues of \$1,388,578.00 in the first year.

## **RECOMMENDATION**

Motion to add the Resolution Authorizing the Drug Enforcement Millage be added to the Consent Agenda of the May 2nd Regular Meeting.

# CASS COUNTY BOARD OF COMMISSIONERS

R-###-24

## A RESOLUTION AUTHORIZING THE DRUG ENFORCEMENT MILLAGE BE PLACED ON THE BALLOT OF THE AUGUST 6TH PRIMARY ELECTION.

**WHEREAS**, there continues to be a serious drug problem in Cass County despite the efforts of law enforcement agencies and community groups to eradicate this problem;

**WHEREAS**, the Sheriff and Dowagiac Police Chief asked the Cass County Board of Commissioners to place a request before the voters on 2004;

**WHEREAS**, a millage of fifty hundredths of one mill was approved by the electors in 2004 to fund the operation of a County-wide drug enforcement and prosecution team for four years;

**WHEREAS**, the millage was assessed in December 2004, 2005, 2006 and 2007;

**WHEREAS**, a millage of forty-eight and five one hundredth of one mill was approved by the electors in 2008 and assessed in December 2008, 2009, 2010, and 2011;

**WHEREAS**, the millage was approved for renewal and assessed in December 2012, 2013, 2014, and 2015;

**WHEREAS**, the millage was approved for renewal and assessed in December 2016, 2017, 2018, and 2019;

**WHEREAS**, the millage was approved for renewal and assessed in December 2020, 2021, 2022, and 2023; and

**WHEREAS**, the Board of Commissioners is of the opinion that it is desirable to renew said millage to provide for continued funding of law enforcement, criminal justice, and public safety.

**NOW, THEREFORE, BE IT RESOLVED**, that the Cass County Board of Commissioners authorizes the following be placed on the ballot for consideration by the voters of Cass County at the primary election to be held on August 6, 2024, and that the form of the proposal shall be as follows:

*In support of law enforcement, criminal justice, and public safety for the citizens of Cass County, including the areas of drug enforcement, prosecution, education and treatment; shall there be approved a levy of up to .5000 mills [Fifty hundredths (50.00) cents per thousand (\$1,000.00) dollars] which may be assessed against the taxable value of real and personal property in Cass County for a period of four (4) years being 2024, 2025, 2026 and 2027. It is estimated that the revenue collected as a result of this renewal in the first year will be \$1,388,578.*

YES \_\_\_\_\_ NO \_\_\_\_\_

**ADOPTED THIS 2ND DAY OF MAY 2024**

**ATTEST:**

\_\_\_\_\_  
Monica McMichael, Clerk/Register  
COUNTY OF CASS

\_\_\_\_\_  
Jeremiah Jones, Chair  
CASS COUNTY BOARD OF COMMISSIONERS



# CASS COUNTY BOARD OF COMMISSIONERS

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**To:** Board of Commissioners  
**From:** Marty Heirty, CEO Council on Aging / Matthew Newton, County Administrator  
**Re:** Senior Services Millage Renewal

## **REQUEST:**

Approve Resolution Authorizing the Renewal of the COA Millage be added to the May 2nd Regular Meeting.

## **BACKGROUND:**

The current Senior Services Millage is up for renewal and will need to be renewed for 2024-2027. Marty will be in attendance at the Meeting to answer any questions that may arise. Attached to this packet are 2 version of the resolution, one would be to renew the millage at the current rate as reduced by Headlee of 0.9858 mills and the other would be to renew the millage at the original millage rate of 1.0000 mills. The COA Board will be meeting on April 16th to discuss both options and Marty will convey at the Board of Commissioners Meeting the direction that the COA recommends as it pertains to both options.

## **REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

## **COA, Administration**

## **FINANCIAL ANALYSIS:**

1.000 mill renewal - \$2,777,157.00 estimated revenues in first year of the levy

0.9858 mill renewal - \$2,737,721.00 estimated revenues in first year of the levy

## **RECOMMENDATION**

Receive Feedback from CEO Heirty on the recommendation of the COA Board as it pertains to the millage rate proposed. Based on that, Motion to approve for the desired option of the Resolution Authorizing the Senior Services Millage Renewal be added to the Consent Agenda of the May 2nd Regular Meeting.

# CASS COUNTY BOARD OF COMMISSIONERS

R-###-24

## A RESOLUTION AUTHORIZING THE RENEWAL OF THE COUNCIL ON AGING MILLAGE BE PLACED ON THE BALLOT OF THE AUGUST 6TH PRIMARY ELECTION

**WHEREAS**, Act 39, Public Acts of Michigan 1976 authorized the Board of Commissioners of any county to appropriate funds to public or private non-profit corporations or organizations for the purposes of planning, coordinating, evaluating, and providing services to older persons;

**WHEREAS**, appropriation of funds for services to older persons shall be approved by the majority of the Board of Commissioners and the terms of the appropriation shall be a matter of public record and shall be entered into the journal of the official proceedings of the Board of Commissioners;

**WHEREAS**, notification of an appropriation to a private organization shall be published in a newspaper of general circulation within 10 days following approval by the Board of Commissioners;

**WHEREAS**, the terms of the appropriation shall specify:

- (a) Name, address, and general purpose of the organization
- (b) A description of the functions and responsibilities to be performed by the recipient of the appropriation
- (c) The effective date and length of the grant
- (d) Program and financial reporting requirements as established by the Board of Commissioners;

**WHEREAS**, the Board of Commissioners of Cass County may submit a millage proposition to the electorate at a general election to levy up to 1 mill for services to older citizens; and

**WHEREAS**, the private non-profit corporation known as the Cass County Council on Aging, Inc. is such a corporation authorized to receive appropriated funds from the County of Cass for services rendered under the statute and said corporation has been active in promoting such services under this statute for and on behalf of the senior citizens of the County of Cass and has demonstrated a need for appropriated funds for such services; and

**WHEREAS**, the .9969 mill levy approved by the electors of Cass County in 2020 expires with the tax levies in the calendar year 2023 and the Board of Commissioners has been requested to submit a renewal of such millage to the electors of the County for a period of four years, 2024 to 2027 inclusive; and

**WHEREAS**, the Board of Commissioners is of the opinion that it is desirable to submit said millage proposition to the electorate to provide the continuation of funds for services to older citizens as currently provided by and through the Cass County Council on Aging, Inc.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Cass County Board of Commissioners hereby determines that the following proposition shall be submitted to the registered electors at the state primary election to be held in Cass County on Tuesday, August 6, 2024:

### **MILLAGE PROPOSITION FOR SERVICES TO OLDER CITIZENS**

***This proposal will renew the current millage for senior services of 0.9858 mills and allow an increase of 0.0142 mills, for a total of 1.0000 mill.***

Shall there be approved a renewal of a 0.9858 mill levy and an additional mill levy of 0.0142, for a total 1.0 mill levy, in taxable valuation in in taxable valuation in Cass County over and above the fifteen (15) mill constitutional limitation on real and tangible personal property, for a period of four (4) years, commencing December 1, 2024, to be used for

services to older citizens directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, or mobility status of older persons through the Cass County Council on Aging, Inc. as provided by Public Act 39 of 1976? It is anticipated that the revenue collected by the County as a result will be Two Million, Seven-Hundred Seventy-Seven Thousand, One-Hundred Fifty-Seven (\$2,777,157) Dollars in the first calendar year of the levy.

\_\_\_\_\_Yes                      \_\_\_\_\_No

2. The proposition shall be stated on the ballots to be prepared and distributed in the manner required by law.
3. All public officials of the County of Cass, State of Michigan, and all municipal units thereof, within such time as shall be required by law are thereby directed to do and perform all things and acts which shall be necessary to be done or performed in order to submit the foregoing proposition to the electors of the County of Cass at the state primary election to be held therein on Tuesday, August 6, 2024.
4. It is hereby ordered that the certified copy of this resolution together with the propositions recited herein, be filed with the County Clerk as required by the laws of the State of Michigan.

**ADOPTED THE 2ND DAY OF MAY 2024**

**ATTEST:**

\_\_\_\_\_  
Monica McMichael, Clerk/Register  
COUNTY OF CASS

\_\_\_\_\_  
Jeremiah Jones, Chair  
CASS COUNTY BOARD OF COMMISSIONERS

# CASS COUNTY BOARD OF COMMISSIONERS

R-###-24

## A RESOLUTION AUTHORIZING THE RENEWAL OF THE COUNCIL ON AGING MILLAGE BE PLACED ON THE BALLOT OF THE AUGUST 6TH PRIMARY ELECTION

**WHEREAS**, Act 39, Public Acts of Michigan 1976 authorized the Board of Commissioners of any county to appropriate funds to public or private non-profit corporations or organizations for the purposes of planning, coordinating, evaluating, and providing services to older persons;

**WHEREAS**, appropriation of funds for services to older persons shall be approved by the majority of the Board of Commissioners and the terms of the appropriation shall be a matter of public record and shall be entered into the journal of the official proceedings of the Board of Commissioners;

**WHEREAS**, notification of an appropriation to a private organization shall be published in a newspaper of general circulation within 10 days following approval by the Board of Commissioners;

**WHEREAS**, the terms of the appropriation shall specify:

- (a) Name, address, and general purpose of the organization
- (b) A description of the functions and responsibilities to be performed by the recipient of the appropriation
- (c) The effective date and length of the grant
- (d) Program and financial reporting requirements as established by the Board of Commissioners;

**WHEREAS**, the Board of Commissioners of Cass County may submit a millage proposition to the electorate at a general election to levy up to 1 mill for services to older citizens; and

**WHEREAS**, the private non-profit corporation known as the Cass County Council on Aging, Inc. is such a corporation authorized to receive appropriated funds from the County of Cass for services rendered under the statute and said corporation has been active in promoting such services under this statute for and on behalf of the senior citizens of the County of Cass and has demonstrated a need for appropriated funds for such services; and

**WHEREAS**, the .9969 mill levy approved by the electors of Cass County in 2020 expires with the tax levies in the calendar year 2023 and the Board of Commissioners has been requested to submit a renewal of such millage to the electors of the County for a period of four years, 2024 to 2027 inclusive; and

**WHEREAS**, the Board of Commissioners is of the opinion that it is desirable to submit said millage proposition to the electorate to provide the continuation of funds for services to older citizens as currently provided by and through the Cass County Council on Aging, Inc.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Cass County Board of Commissioners hereby determines that the following proposition shall be submitted to the registered electors at the state primary election to be held in Cass County on Tuesday, August 6, 2024:

### **MILLAGE PROPOSITION FOR SERVICES TO OLDER CITIZENS**

***This proposal will renew the current millage for senior services of 0.9858 mills.***

Shall there be approved a renewal of a 0.9858 mill levy in taxable valuation in Cass County over and above the fifteen (15) mill constitutional limitation on real and tangible personal property, for a period of four (4) years, commencing December 1, 2024, to be used for services to older citizens directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, or mobility status of older persons through the

Cass County Council on Aging, Inc. as provided by Public Act 39 of 1976? It is anticipated that the revenue collected by the County as a result will be Two Million, Seven-Hundred Thirty-Seven Thousand, Seven-Hundred Twenty-One (\$2,737,721) Dollars in the first calendar year of the levy.

\_\_\_\_\_Yes                      \_\_\_\_\_No

2. The proposition shall be stated on the ballots to be prepared and distributed in the manner required by law.
3. All public officials of the County of Cass, State of Michigan, and all municipal units thereof, within such time as shall be required by law are thereby directed to do and perform all things and acts which shall be necessary to be done or performed in order to submit the foregoing proposition to the electors of the County of Cass at the state primary election to be held therein on Tuesday, August 6, 2024.
4. It is hereby ordered that the certified copy of this resolution together with the propositions recited herein, be filed with the County Clerk as required by the laws of the State of Michigan.

**ADOPTED THE 2ND DAY OF MAY 2024**

**ATTEST:**

\_\_\_\_\_  
Monica McMichael, Clerk/Register  
COUNTY OF CASS

\_\_\_\_\_  
Jeremiah Jones, Chair  
CASS COUNTY BOARD OF COMMISSIONERS



# CASS COUNTY BOARD OF COMMISSIONERS

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**To:** Board of Commissioners  
**From:** Policy Committee  
**Re:** Tax Sharing and Conflict of Interest Policies

**REQUEST:**

Approve for the Tax Sharing and Conflict of Interest Policies be added to the May 2nd Regular Meeting

**BACKGROUND:**

The Policy Committee met on April 11th and recommended that the Tax Sharing Policy and the Conflict-of-Interest Policy be brought forth for consideration by the Board of Commissioners. The Tax Sharing Policy is a revision of the existing Policy. In this case, the existing Policy (attached) utilized a resolution format, thereby making it more unwieldy to read and understand as opposed to a more plain-language format and creates challenges in terms of future revisions that may be necessary. The proposed policy changes the format to match the modern format of our policies, creates increased readability, and provides for easier amendments in the future should they be necessary.

The Conflict-of-Interest Policy represents a new Policy that is not currently in place. This matter arises each year as it pertains to the County's audit, and we have complied with necessary disclosure requirements there. However, a more formal policy was proposed that would apply to all elected and appointed officials. It would require annual disclosures and the County Attorney would review them for any issues. Should a question arise, the County Attorney would be responsible for determining whether an actual conflict existed.

**REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

**Policy Committee, Administration**

**FINANCIAL ANALYSIS:**

N/A

**RECOMMENDATION**

Motion to add the Tax Sharing Policy and Conflict of Interest Policy to the Consent Agenda of the May 2nd Regular Meeting.

# TAX SHARING POLICY

**I. Purpose.** This Policy is intended to establish guidelines under which Cass County will participate in tax sharing agreements with local units of government under existing and future tax capture and tax abatement programs.

It is the intent of the County Board of Commissioners to encourage the promotion of economic development through local and regional collaboration. The County Board of Commissioners' intent is to participate in tax increment financing programs in a manner that is not detrimental to other taxing jurisdictions, but ultimately increases tax base and revenues for every affected taxing jurisdiction.

The County Board of Commissioners encourages local units of government to meet with the County in advance of initiating or amending tax increment financing or tax abatement programs to allow for communication regarding program goals and coordination of program implementation.

**II. Authority.** The Cass County Board of Commissioners will permit the capture of county property tax revenues, as allowed in various statutes, in any new or amended tax increment financing or tax abatement district contingent upon the approval of a tax sharing agreement with the affected development district and the affected municipality.

**III. Responsibility.** The County Clerk shall immediately forward any notice of creation or expansion of any tax capture or tax abatement district to the Board of Commissioners, the County Administrator, and the County Treasurer.

The County Administrator shall be responsible for responding to such notice, indicating that Cass County wishes to enter into a possible agreement for capture or abatement of county tax revenues. The County Administrator shall be responsible for evaluating requests for the capture of county property tax revenues as to conformance with this policy and shall recommend approval or disapproval of any such proposed agreement to the Board of Commissioners within the 60-day statutory requirement.

The County Treasurer shall be responsible for assuring that captured property tax revenues collected in excess of the amounts permitted by any tax capture or tax abatement agreements, subject to Section 6.3(d), are returned to the County on an annual basis.

**IV. Definitions.** "Tax capture or tax abatement district or plan" means any organization or plan established to capture the tax revenue of another jurisdiction on properties within a defined geographic area, including those authorized under the following statutes:

**Tax Capture:**

|  |                |
|--|----------------|
| Downtown Development Authority               | PA 197 of 1975 |
| Local Development Financing Act (Smartzones) | PA 281 of 1986 |
| Tax Increment Finance Authority Act (TIFA)   | PA 450 of 1980 |
| Historic Neighborhood TIFA Corridor          | PA 530 of 2004 |
| Improvement Authority Act                    | PA 280 of 2005 |
| Brownfield Redevelopment Financing Act       | PA 381 of 1996 |

**Opt-Out Provisions**

|  |
|--|
| MCL 125.1653, Sec. 3(3)                  |
| MCL 125.2 154, Sec. 4 (3) <sup>(1)</sup> |
| None <sup>(2)</sup>                      |
| MCL 125.2857, Sec. 17(5)                 |
| MCL 125.2888, Sec. 18 (5)                |
| None                                     |

**Tax Abatement:**

|  |                |                        |
|--|----------------|------------------------|
| Industrial Facilities Property Tax Abatement Act | PA 198 of 1974 | None                   |
| Neighborhood Enterprise Zone Act                 | PA 147 of 1992 | None                   |
| Renaissance Zone Act                             | PA 376 of 1996 | None                   |
| Personal Property Tax Abatement Act              | PA 328 of 1998 | None                   |
| Obsolete Property Rehabilitation Act             | PA 146 of 2000 | None                   |
| Commercial Rehabilitation Act                    | PA 210 of 2005 | MCL 207.843, Sec. 3(5) |

- V. Application.** This policy applies to all requests for tax capture or tax abatement that permits the County the option to enter into an agreement that specifies the terms of a new or expanded tax capture or tax abatement district. This policy shall also apply to any existing or future tax capture or tax abatement programs in which the County is provided the statutory authority to enter into agreements with a new or expanded tax capture or tax abatement district.

It is understood that County participation in tax increment financing and tax abatement plans is based upon the expectation that economic development benefits and increased tax revenue will eventually be realized by all the participating jurisdictions.

**VI. Policy:**

1. The County will permit the capture of county property tax revenues in a new or amended development district, provided that the County Board of Commissioners approves a tax sharing agreement with the affected development district and the affected municipality.
2. The County will not permit the capture of special millages that have been approved by the electorate for specific purposes.
3. The County will consider the approval of tax sharing agreements for capture or abatement of its general fund operating tax levy under the following conditions:
  - (a) The agreement must be for specifically defined public infrastructure projects which are directly related to economic growth within that district. Economic growth is understood to be the creation, retention, and expansion of jobs and income.
  - (b) Public infrastructure projects must be for specific items of work, each of which is limited to a specific maximum dollar amount. The agreement shall specify the maximum amount of captured property tax revenues and the time over which those revenues may be captured. It shall also specify that any excess collections not used for the purposes specified in section 6.3(d) must be returned to the County Treasurer annually.
  - (c) The affected jurisdiction must allow the capture and expenditure of its property tax revenues for the same period during which the County tax revenues are being captured and expended in the district.
  - (d) If tax revenue is generated faster than anticipated due to growth within the district exceeding *initial* projections, the additional revenue from the captured county millage may be used to decrease or call any bonds or other debt obligations related to the projects approved by the tax sharing agreement in proportion with funds from other taxing jurisdictions.
4. The County Board of Commissioners reserves the right, when authorized by statute, to exempt county taxes from capture or abatement for any reason that it so determines.
5. A copy of any approved tax capture or abatement agreement shall be provided to the County Equalization Director and the County Treasurer for review.
6. An initial rejection by the Board of Commissioners of such a request may be rescinded if and when a tax sharing agreement that meets the conditions of this policy is reached.
7. The County Administrator will share this policy annually with township, city, and village leaders.

**TAX SHARING AGREEMENTS**

**WHEREAS**, the State of Michigan has provided city and township governments with several tax capture and exemption programs that allow those governments to direct County property tax levies to economic development initiatives, historically with the concurrence with the County; and

**WHEREAS**, the county's tax levies for general fund operations and its special millages, which were enacted by the voters to support a variety of county programs, including the Council on Aging and Drug Enforcement Team have been captured by other local governments to support economic development plans, and

**WHEREAS**, some of the state's current tax capture and abatement statutes allow counties to exempt its taxes from capture or abatement, and to enter into agreements with the local unit to share tax levies, as summarized below:

**Tax Capture:**

|   |                |
|---|----------------|
| Downtown Development Authority                                | PA 197 of 1975 |
| Local Development Financing Act (Smartzones)                  | PA 281 of 1986 |
| Tax Increment Finance Authority Act (TIFA)                    | PA 450 of 1980 |
| Historic Neighborhood TIFA Corridor Improvement Authority Act | PA 530 of 2004 |
| Brownfield Redevelopment Financing Act                        | PA 381 of 1996 |

**Opt-Out Provisions**

|  |
|--|
| MCL 125.1653, Sec. 3(3)                  |
| MCL 125.2 154, Sec. 4 (3) <sup>(1)</sup> |
| None <sup>(2)</sup>                      |
| MCL 125.2857, Sec. 17(5)                 |
| MCL 125.2888, Sec. 18 (5)                |
| None                                     |

**Tax Abatement:**

|  |                |                        |
|--|----------------|------------------------|
| Industrial Facilities Property Tax Abatement Act | PA 198 of 1974 | None                   |
| Neighborhood Enterprise Zone Act                 | PA 147 of 1992 | None                   |
| Renaissance Zone Act                             | PA 376 of 1996 | None                   |
| Personal Property Tax Abatement Act              | PA 328 of 1998 | None                   |
| Obsolete Property Rehabilitation Act             | PA 146 of 2000 | None                   |
| Commercial Rehabilitation Act                    | PA 210 of 2005 | MCL 207.843, Sec. 3(5) |

Notes: <sup>(1)</sup> Except "Certified Technology Park"

<sup>(2)</sup> MCL 125.1289, Sec. 29(1) - Effective 1/1/1987 no new authorities to be created or existing authorities expanded.

**WHEREAS**, the County has determined that part1c1pation in City and Township tax capture/tax exemption programs should adhere to certain guidelines concerning term, tax levies subject to capture or exemption, maximum level of County participation and determination of long-term financial benefit to accrue to Cass County government and its taxpayers; and

**WHEREAS**, the Cass County Board of Commissioners now wishes to establish a policy regarding the capture of county property tax revenues within new or expanded development districts under existing and future tax capture and tax abatement statutes; and

**NOW THEREFORE BE IT RESOLVED** that the Cass County Board of Commissioners adopts the following policy with respect to the capture or abatement of county property tax revenues within new or expanded economic development districts, including those under existing and future statutes that allow counties to exempt its tax levies from capture or abatement:

1. The County will not permit the capture of county property tax revenues in any new or amended development district unless the Cass County Board of Commissioners has approved a tax sharing agreement with the affected development district and the affected municipality.
2. The County will consider the approval of a tax sharing agreement for its general fund operating tax levy that meets the following conditions:

- a. The agreement must be for specifically defined public infrastructure projects which are directly related to the economic growth within that district. Economic growth is understood to be the creation, retention, and expansion of jobs and income.
  - b. Specifically defined public infrastructure projects must be for specific items of work, each of which is limited to a specific maximum dollar amount to be completed within a specified time period. The agreement shall specify the maximum amount of captured property tax revenues and the time over which those revenues may be captured. It shall also specify that any excess collections must be returned to the County Treasurer annually.
  - c. The affected jurisdiction must allow the capture and expenditure of its property tax revenues for the same period of time during which the County tax revenues are being captured and expended in the district.
  - d. If tax revenue is generated faster than anticipated due to growth within the district exceeding initial projections, the additional revenues may be used to decrease or call any bonds or other debt obligations related to the projects approved by the tax sharing agreement in proportion with funds from other taxing jurisdictions.
3. The County Clerk shall immediately forward any notice of creation or expansion of any economic development district to the Board of Commissioners and the Administrator/Controller. The Administrator/Controller shall be responsible for evaluating requests for the capture of county property tax revenues as to conformance with this policy, and shall recommend approval or disapproval of any such proposed agreement to the Board of Commissioners within the 60-day statutory requirement, and

**BE IT FURTHER RESOLVED** that the Cass County Board of Commissioners reserves the right when authorized by statute to exempt county taxes from capture or abatement for any reason that it so determines, and

**BE IT FURTHER RESOLVED** that a copy of any approved agreement shall be provided to the County Treasurer who shall take the necessary steps to assure that captured property tax revenues collected in excess of the amounts permitted by the agreement are returned to the County on an annual basis, and

**BE IT FURTHER RESOLVED** that an initial rejection by the Board of Commissioners of such a request may be rescinded if and when a tax sharing agreement that meets the conditions of this policy is reached.

ADOPTED: 03/19/2009

# CONFLICT OF INTEREST & ETHICAL STANDARDS OF CONDUCT

## PURPOSE:

To help Elected and Appointed County Officials avoid action that may result in, or create the appearance of:

1. Using public office for private gain.
2. Giving improper preferential treatment to any person or organization.
3. Impeding government efficiency or economy.
4. A lack of independence or impartiality of action.
5. Making a government decision outside of official channels.
6. Adversely affecting the confidence of the public in the integrity of the County.

## POLICY:

### 1. **Fair and Equal Treatment**

No Elected or Appointed County Official shall request, use, or permit the use of any consideration, treatment, advantage, or favor beyond that which is the general practice to grant or make available to the public at-large. All Elected and Appointed County Officials shall treat all citizens of the County with courtesy, impartiality, fairness, and equality under the law.

### 2. **Use of Public Property**

No Elected or Appointed County Official shall request, use, or permit the use of any publicly owned or publicly supported property, vehicle, equipment, material, money, labor or service for the personal convenience or the private advantage of themselves or any other person or entity, including his or her employer. This requirement shall not be deemed to prevent any Elected or Appointed County Official from requesting, using or permitting the use of such publicly owned or publicly supplied property, vehicle, equipment, material, labor or service which is made available by general practice to the public at large, or which is provided, as a matter of public policy for the use of the Elected and Appointed County Officials in the conduct of official business, as approved consideration for their services to the County.

### 3. **Matters Requiring Disclosure of Conflicts of Interest, Actual and Potential**

The following disclosure requirements are established to avoid both actual and potential conflict between the private self-interest and the public interest of Elected and Appointed County Officials:

- a. **Self Interest:** No Elected or Appointed County Official, either on his or her behalf or on behalf of any other person, shall have an interest in any business transaction with any public body of the County, unless the person shall first make full disclosure of the nature of such interest.
- b. **Dual Employment:** No Elected or Appointed County Official shall engage in employment with, or render services for, any person or entity which has business transactions with any public body of the County, without first making full disclosure of the nature and extent of the employment or services.
- c. When a conflict of interest is determined to exist following disclosure, an Elected or Appointed Official shall be disqualified from participating in the deliberations and/or voting on the matter.

### 4. **Prohibited Conduct and Conflicts of Interest**

- a. Divulging confidential information to any person not authorized to obtain such information.
- b. Benefiting financially from confidential information.
- c. Representing his or her individual opinion as that of the County or the Board of Commissioners as a whole.

- d. Misusing County personnel, resources, property, funds, or assets for personal gain or private employment purposes.
- e. Soliciting or accepting a gift or loan of money, goods, services, or other things of value which tend to influence the manner in which the Elected or Appointed County Official performs their official duties.
- f. Engaging in a business transaction which may cause the Elected or Appointed County Official or his or her employer to derive a personal profit or gain or benefit directly or indirectly as a result of their official position.
- g. Engaging in employment or rendering services that are incompatible or in conflict with the discharge of his or her official duties or that tend to impair his or her independence of judgment.
- h. Participating in policy making, the result of which potentially benefits them or their employer.
- i. Participating in contracts, loans, or grants involving a business entity or non-profit in which he or she has a substantial interest unless:
  - i. The contract is awarded pursuant to sealed, and;
  - ii. The Elected or Appointed County Official is not involved directly or indirectly or otherwise refrains from participation in the decision on the award of the contract, and;
  - iii. The Board of Commissioners, after reviewing the circumstances, determines the award of the contract would be in the best interest of the County.

## **5. Disclosure**

Whenever a disclosure is required by this policy, it shall be made and filed in writing or electronically with the County Administration Office on the form attached as Attachment A, Conflict of Interest and Potential Conflict of Interest Disclosure Statement. Each Elected and Appointed Official will be required to sign the Conflict of Interest and Potential Conflict of Interest Disclosure Statement upon assuming office, as well as annually. A copy of the Conflict of Interest and Potential Conflict of Interest Disclosure Statement shall be sent to all Elected and Appointed County Officials no less than annually. In all cases, disclosures shall include:

- a. The identity of all persons involved in the interest. This includes family members, organizations in which Elected and Appointed County Officials or family members are officers, directors, or either directly or indirectly, stockholders or partners, and trusts and estates in which Elected and Appointed Officials or family members have a beneficial interest, or for which they act in a fiduciary capacity. Family members include spouses, parents, brothers, sisters, children, nieces, nephews, spouses of brothers, sisters, and children, and spouses' parents, brothers, and sisters.
- b. The source and amount of income or benefit, directly or indirectly derived from the interest that may be considered as resulting from employment, investment, or gift. The person required to file a disclosure statement in accordance with the provisions of this policy must verify, in writing, under penalty of perjury, the information in the statement is true and complete as far they know.
- c. If it is determined that a conflict exists, the affected Elected or Appointed County Official shall disclose the conflict on the record at an Open Meeting, shall recuse himself or herself from participating in the discussion and vote relating to the issue, and shall leave the room while the discussion and vote take place.

## **6. Duties of the County Attorney**

The County Attorney shall examine all disclosure statements filed pursuant to this policy and report to the County Administrator any concerns or irregularities that may, in the judgement of the County Attorney, require further review. Acceptance of a Disclosure Statement by the County Attorney shall not constitute approval of the statement.

**7. Request for Opinion from County Attorney**

Any Elected or Appointed County Official may request that the County Attorney provide an advisory privileged legal opinion addressed to the entire Board of Commissioners interpreting the effect or application of this Policy generally, on conflicts or potential conflicts, disclosed or undisclosed, or on questions directly relating to the propriety of their conduct or the conduct or possible conflicts of another Elected or Appointed County Official in a particular situation. Those requesting an opinion from the County Attorney are asked to communicate this request to the County Administrator in order to avoid duplicative opinions and legal fees.

**8. Policy Enforcement**

Following the issuance of an opinion pursuant to section 7, any request seeking enforcement of this Policy shall be presented to the Board of Commissioners. The Board of Commissioners shall have the authority to render a final decision, including but not limited to censure of the Official found to be in violation of this policy.

DRAFT





# CASS COUNTY BOARD OF COMMISSIONERS

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**TO:** Board of Commissioners

**FROM:** Capital Projects Committee

**RE** Public Defender's Office Renovation Project

**REQUEST:**

Approve for quote from Elite Companies to completed Public Defender's Office Renovation Project in the amount of \$44,197.00 be added to the May 2nd Regular Meeting.

**BACKGROUND:**

As we had discussed during the MIDC Grant, this year we had several major changes in store for the evolution of the program. This included the addition of a Public Defender Administrator as well as the creation of a new Public Defender's Office. Since October 2023, we have been working through the design process to create a solution that will enable the Public Defender Office to work efficiently and provide a space that suits their needs.

The project was sent out for bid to 6 contractors. Of the 6, only 1 responded in the affirmative. In many ways, this was not unanticipated. The project is relatively small in terms of overall construction work and there was likely to be increased cost with mobilization of construction activity even on that small scale. However, Elite Companies did submit a proposal. They indicated that through their current mobilization of work on the Historic Courthouse, they would not carry a significant mobilization cost as they are already performing work for the County and were more than willing to complete the work in tandem with the work being done on the Courthouse Renovation Project.

Intersect Studio reviewed the bid and provided the recommendation to enter into the contract with Elite to move the project forward.

**REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

**Capital Projects Committee, Administration, Public Defender's Office**

**FINANCIAL ANALYSIS:**

The total cost of the proposal is \$44,197.00 and is fully covered through the MIDC Grant. So, there is no increased cost to the County to move the project forward.

**RECOMMENDATION:**

Motion the Elite Companies contract for the Public Defender Office Renovation Project be added to the Consent Agenda of the May 2nd Regular Meeting.

March 4, 2024

County Administration Office  
Cass County  
120 North Broadway, Suite 200  
Cassopolis, MI 49031

Attn: Cass County Board of Commissioners  
Ref: Cass MIDC Office Renovation, Letter of Recommendation for Award

Dear Commissioners,

A request for bids was sent out to six (6) Southwest Michigan contractors for the Cass MIDC Renovation project on Friday, Feb 2, 2024, requesting confirmation of intent to bid and for bids to be returned to County Administrator Matthew Newton by 12:00pm (noon) Monday, Feb. 19, 2024.

**Review of Intent to Bid responses**

The following responses from the Contractors were received by Intersect:

| Contractor Name                      | Intent to Bid    | By           |
|--------------------------------------|------------------|--------------|
| AVB, Inc, Portage MI                 | Declined         | 2/2/24 email |
| Elite Companies, Kalamazoo MI        | <b>Confirmed</b> | 2/5/24 email |
| Frederick Construction, Kalamazoo MI | Declined         | 2/5/24 email |
| JMC Contracting, Three Rivers MI     | Declined         | 2/8/24 email |
| Kalleward Group, Kalamazoo MI        | Declined         | 2/9/24 email |
| Miller-Davis Company, Portage MI     | Declined         | 2/8/24 email |

A bid was received by the deadline by Elite Companies, Inc. from Kalamazoo, Michigan, in the overall amount of \$44,197.00.

**Recommendation**

We recommend you enter into a contract with Elite Companies for the sum of \$44,197.00 based on the below criteria:

1. Review of proposal- the bid was reviewed by myself & appears to include all scope that was requested in the bid documents. The bid also shows understanding of the project scope.
2. Elite is the current Construction partner on the Cass County Courthouse project so their teams are already mobilized & working locally. As such, Elite was able to eliminate mobilization and resource allocation costs for this project & start work in a timely manner.

3. Responsiveness to inquiries by Intersect Studio & current working relationship with Cass County team.
4. Sole responsive bidder

Should you have any additional questions or need additional information, please don't hesitate to contact me.

Sincerely yours,



Lindsay Reed, Architect, Project Manager  
lindsay@intersect-studio.com  
269-360-8006



# GENERAL CONTRACT PROPOSAL



BUILDING CONSTRUCTION CONFIDENCE

**WE BUILD**

---

# CONFIDENCE

ELITE COMPANIES is an LLC in the State of Michigan (EIN# - 83 - 1753563) headquartered in Kalamazoo, Michigan and was officially founded in 2017. Our intent is to assist our clients by being an extension of their vision to bring a comprehensive approach to construction and ensure project success.

Our organizational structure and intentional approach allow us to remain very flexible and cost effective in an everchanging industry of value-maximizing delivery methods. This amounts to several advantages directly reflected and measured in our commitments and services to our clients.

**Our team is comprised of industry veterans with a proven track record of success and value driven construction management with over 100 years of experience collectively.**

## **ELITE GENERAL CONTRACTING: TAKING GENERAL TO A NEW LEVEL.**

*Through our general contracting obligations, we maintain the highest level of service that creates measurable value with a cost-effective approach.*

## **ELITE CONSTRUCTION MANAGEMENT: INTENTIONALLY DIFFERENT EXCEPTIONAL SERVICE THROUGHOUT A PROJECT'S LIFE CYCLE.**

*ELITE COMPANIES is the next generation of CM services and is committed to a best-in-class construction management experience. Within each phase, initiation, preconstruction, execution, monitoring and control, and project closure, we bring high-level, economic and strategic value to our client's projects and growth strategies.*

## **ELITE OWNER'S REPRESENTATION: AN EXTENSION OF YOUR MISSION.**

*As an extension of your mission, our team will assist in progressing your vision. With an owner's representative delivery model, we help you capitalize on all project efficiencies with focused management goals as a stakeholder in your school district's business strategies.*

## **ELITE DESIGN-BUILD: MODERNIZING CONSTRUCTION TRADITION WITH SOLE-SOURCE BUILDING AND DESIGN.**

*One entity, one contract, one unified flow of work from initial concept through completion.*

CASS COUNTY LAW & COURTS  
MIDC OFFICE RENOVATION PROJECT  
BID FORM

Date: \_\_\_\_\_  
Property Owner: Cass County Courts  
Project: MIDC Office Renovation  
Name of Contractor: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

The undersigned agrees to execute the work and provide all labor, materials, equipment and services necessary to complete the work described in and in accordance with all applicable laws of the State of Michigan and in accordance to all specified requirements as defined with the proposal for the project.

TOTAL CONTRACT PRICE

of: \_\_\_\_\_ dollars(\$ \_\_\_\_\_)

The undersigned is prepared to initiate the work on: \_\_\_\_\_  
The undersigned expects to complete the work by: \_\_\_\_\_

The undersigned acknowledges the right of the Owner to accept any proposals, to reject any or all proposals, or to waive any formalities in the bidding. In connection with the project for which this Bid is entered, the undersigned certifies that: 1) he/she is familiar with the contents of the Request for Proposals and the Specifications; 2) he/she has examined the necessary requirements as defined; and 3) he/she is fully informed of the facilities involved. The undersigned certifies that he/she is qualified and trained in the installation aspects for this project. Provide any bid clarifications on following page.

The undersigned further agrees:

- To hold this Bid open for ninety (90) days after the day of Bid Opening.
- To enter into and execute a Contract.
- To accomplish the work in accordance with the Contract Documents.

Name of Company: \_\_\_\_\_

Signature of Corporate Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Title of Corporate Principal: \_\_\_\_\_



# GC BID ANALYSIS SUMMARY



**CASS COUNTY Government**  
**Cass County Courts MIDC Office**  
**ECM Job No.: 24-XXX**

**Intersect A/E**

**Today's Date: 19-Feb-24**  
**Bid Date: 19-Feb-24**

| Bid Package                   | Work Description                   | BUDGET        | Base Bid W/O Alternates | Recommended Contractor | ALTERNATE 1 | Total of Alternates | Award (Including Selected Alts) |
|-------------------------------|------------------------------------|---------------|-------------------------|------------------------|-------------|---------------------|---------------------------------|
| <b>General Conditions</b>     |                                    |               |                         |                        |             |                     |                                 |
|                               | Preconstruction (Staffing)         | 1,500         | 1,500                   |                        |             | 0                   | 1,500                           |
|                               | Preconstruction (Reimbursable)     | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | PERFORMANCE BOND AND LABOR BOND    | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Living / Travel Expenses           | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Construction & Post (Staffing)     | 3,000         | 3,000                   |                        |             | 0                   | 3,000                           |
|                               | Construction & Post (Reimbursable) | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Outside Services                   | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Construction Facilities            | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | <b>Subtotal</b>                    | <b>4,500</b>  | <b>4,500</b>            |                        |             | <b>0</b>            | <b>4,500</b>                    |
| <b>Site Specific Expenses</b> |                                    |               |                         |                        |             |                     |                                 |
|                               | Material Testing                   | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Site Surveying / Layout            | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Temp Utilities                     | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Construction Facilities            | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Construction Aids                  | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Temporary Barriers & Enclosures    | 500           | 500                     |                        |             | 0                   | 500                             |
|                               | Product Storage & Handling         | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Housekeeping                       | 750           | 750                     |                        |             | 0                   | 750                             |
|                               | Dumpsters                          | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | Permits & Fees                     | 3,975         | 3,975                   |                        |             | 0                   | 3,975                           |
|                               | BUILDING PERMIT                    | 2,250         | 2,250                   |                        |             | 0                   | 2,250                           |
|                               | PLAN REVIEW FEE                    | BY ARCHITECT  | BY ARCHITECT            |                        |             | 0                   | BY ARCHITECT                    |
|                               | STORM SEWER ASSESSEMENT            | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | SANITARY SEWER ASSESSEMENT         | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | WATER SERVICE ASSESSEMENT          | 0             | 0                       |                        |             | 0                   | 0                               |
|                               | LIABILITY INSURANCE                | 1,725         | 1,725                   |                        |             | 0                   | 1,725                           |
|                               | BUILDER'S RISK INSURANCE           | BY OWNER      | BY OWNER                |                        |             | 0                   | BY OWNER                        |
|                               | <b>Subtotal</b>                    | <b>5,225</b>  | <b>5,225</b>            |                        |             | <b>0</b>            | <b>5,225</b>                    |
| <b>Trade Costs</b>            |                                    |               |                         |                        |             |                     |                                 |
| 2.5                           | Building Demolition                | 7,838         | 7,838                   | ELITE Companies        |             | 0                   | 7,838                           |
| 6.1                           | General Trades                     | 10,232        | 10,232                  | Cook Jackson           |             | 0                   | 10,232                          |
| 9.6                           | Floor Covering                     | 5,594         | 5,594                   | Great Lakes Flooring   |             | 0                   | 5,594                           |
| 9.9                           | Painting                           | 1,884         | 1,884                   | H&H Painting           |             | 0                   | 1,884                           |
| 26.1                          | Electrical                         | 6,820         | 6,820                   | Hi-Tech Electrical     |             | 0                   | 6,820                           |
|                               | <b>Subtotal</b>                    | <b>32,368</b> | <b>32,368</b>           |                        | 0           | 0                   | <b>32,368</b>                   |
| <b>Allowances</b>             |                                    |               |                         |                        |             |                     |                                 |
|                               | Allow                              | 0             | 0                       |                        |             |                     | 0                               |
|                               | Allow                              | 0             | 0                       |                        |             |                     | 0                               |
|                               | Allow                              | 0             | 0                       |                        |             |                     | 0                               |
|                               | <b>Subtotal</b>                    | <b>0</b>      | <b>0</b>                |                        |             |                     | <b>0</b>                        |
| <b>BUILDING SUBTOTAL</b>      |                                    | <b>42,093</b> | <b>42,093</b>           |                        |             | <b>0</b>            | <b>42,093</b>                   |
|                               | CONSTRUCTION CONTINGENCY           | 0.00%         | 0                       |                        |             | 0                   | 0                               |
|                               | CM FEE                             | 5%            | 2,105                   |                        |             | 0                   | 2,105                           |
| <b>Construction Total</b>     |                                    | <b>0</b>      | <b>44,197</b>           |                        |             | <b>0</b>            | <b>44,197</b>                   |

# Rockwood RM3301

## MegaTek Pull

Straight Pull - Flat Ends

Experience a safer  
and more open world



### SPECIFICATIONS:

#### MATERIAL:

Aluminum, Brass, Bronze,  
Stainless Steel

#### OPTIONS:

For optional mid-post, suffix  
the product number with  
"MP" (example: RM3301MP).  
Over 96" available on select  
finishes.

#### ORDERING:

Specify CTC and overall  
length

#### MOUNTING NOTE:

1HD, 5HD, 6HD, 8HD, 12HD,  
13HD, 15HD

### AVAILABLE FINISHES:

- US3/605
- US4/606
- US10/612
- US10B/613
- 10BE/613E
- US28/628
- US32/629
- US32D
- US32316
- US32D316
- US32MS
- US32DMS
- 313/710
- 315/711
- BSP (Black Suede  
Powder Coat)
- BPC (Black Powder Coat)
- FBPC (Flat Black  
Powder Coat)
- WSP (White Suede  
Powder Coat)
- WPC (White Powder Coat)
- Stock Powder Coats

Diameter: 1 1/4"

CTC: Specify

Rockwood Manufacturing Company  
300 Main St.  
Rockwood, PA 15557  
www.rockwoodmfg.com  
1 800 458 2424

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Headquarters | 211 E Water Street | Suite 201 | Kalamazoo, MI 49007

15 Carlyle St. | Floor 2 | Battle Creek, MI 49017

269-917-1347 | [elite-companies.com](http://elite-companies.com)



# Cass County MIDC Office Renovation

Cass County Law & Courts Building

20296 M-62 Cassopolis MI 49031

## Project Team

**Architect:**  
Intersect Studio  
155 Michigan Ave Suite 1508  
Kalamazoo MI 49007  
Phone: 269.845.6711  
E-mail: lindsay@intersect-studio.com  
Contact: Lindsay Reed, RA

**Owner:**  
Cass County Administration  
120 N Broadway, Cassopolis MI 49031  
Phone: 269.445.4420  
Email: matthewn@cassco.org  
Contact: Matthew Newton

## Property Information

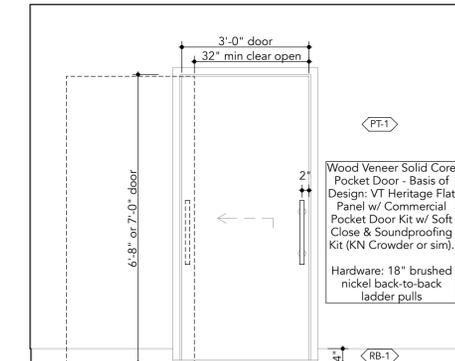
Project Type: 325 sf alteration of existing office space

No change in building use, occupancy, construction type, or egress.

## General Notes

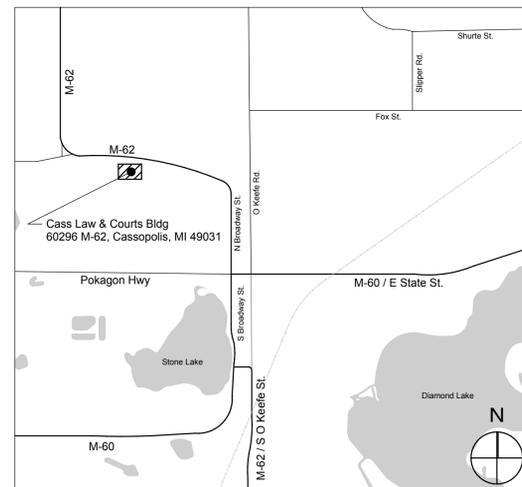
- Contractor to verify location of all existing structural elements, existing wall systems, and dimensions. Contact architect with any discrepancies.
- Contractor to verify existing power and data outlet locations on floor plan & contact Architect w/ any discrepancies. Contractor to also verify that locations of new power and data outlets are not in conflict with any other elements.
- Contractor to verify locations of existing HVAC supply/return diffusers, sprinkler heads, & other safety devices shown on RCP and confirm that existing locations do not interfere with new construction of walls or other elements.
- Existing data cables to be reused & relocated to new receptacle locations. Alert architect if existing cables are not long enough to reach new locations. Label/track existing cable numbers to final location & coordinate with owner & owner's IT department for final labeling/back end connections.

| TAG   | ITEM             | LOCATION                | MANUFACTURER          | STYLE                   | COLOR                   | SIZE        | NOTES  |
|---|------------------|-------------------------|-----------------------|-------------------------|-------------------------|-------------|--|
| <b>INTERIOR FINISH SPECIFICATIONS</b>   |                  |                         |                       |                         |                         |             |  |
| <b>BASE</b>   |                  |                         |                       |                         |                         |             |  |
| RB-1  | Rubber Wall Base | Field                   | Johnsontite / Tarkett | Perceptions RWDC        | 3B Pewter GG            | 4 1/2" H    | Contact Bonnie Jacobs with Target - (866) 256 9599. <a href="mailto:bonniejacobs@target.com">bonniejacobs@target.com</a>                                   |
| <b>CARPET</b>   |                  |                         |                       |                         |                         |             |  |
| CPT-1   | Carpet Tile      | Field                   | Miliken               | Landmark - Artifact Any | Neith                   | 39.4 x 39.4 | Contact Kathy Cain with Miliken - (866) 293 9593. <a href="mailto:kathy.cain@miliken.com">kathy.cain@miliken.com</a>                                       |
| <b>PAINT</b>  |                  |                         |                       |                         |                         |             |  |
| PT-1  | Paint            | Field                   | Sherwin Williams      | Eggshell                | Heron Plume SW6070      |             | Promar 200 or equivalent. Contact Dawn Cenova with Sherwin Williams - (248) 660 3037. <a href="mailto:dawn.cenova@sherwin.com">dawn.cenova@sherwin.com</a> |
| PT-2  | Paint            | Accent                  | Sherwin Williams      | Eggshell                | Mindful Gray SW7005     |             | Promar 200 or equivalent. Contact Dawn Cenova with Sherwin Williams - (248) 660 3037. <a href="mailto:dawn.cenova@sherwin.com">dawn.cenova@sherwin.com</a> |
| PT-3  | Paint            | Accent                  | Sherwin Williams      | Eggshell                | African Gray SW9682     |             | Promar 200 or equivalent. Contact Dawn Cenova with Sherwin Williams - (248) 660 3037. <a href="mailto:dawn.cenova@sherwin.com">dawn.cenova@sherwin.com</a> |
| <b>TRIM / TRANSITION</b>  |                  |                         |                       |                         |                         |             |  |
| TR-1  | Metal Trim       | Existing Tile to Carpet | Schluter              | RENO-TK                 | Brushed Stainless Steel |             |  |
| <b>GENERAL INTERIOR FINISH NOTES</b>  |                  |                         |                       |                         |                         |             |  |
| 1. Refer to finish plans and elevations for finish locations.                 |                  |                         |                       |                         |                         |             |  |
| 2. All materials to be installed according to manufacturer's recommendations. |                  |                         |                       |                         |                         |             |  |

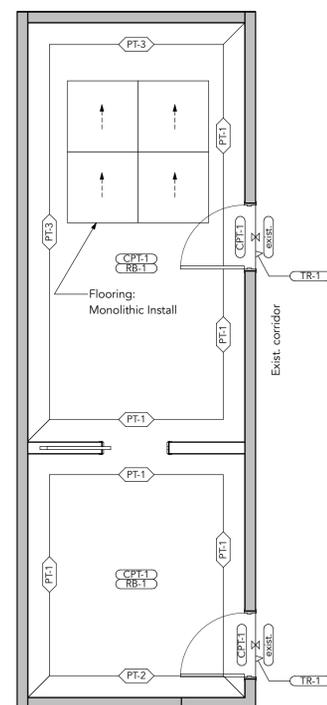
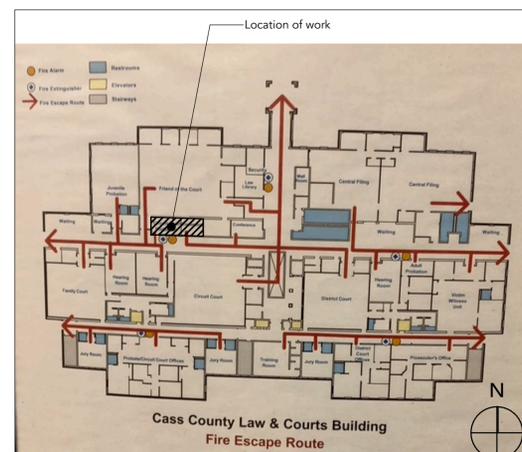


**5 Office Pocket Door Elevation**  
SCALE: 1/2" = 1'-0"

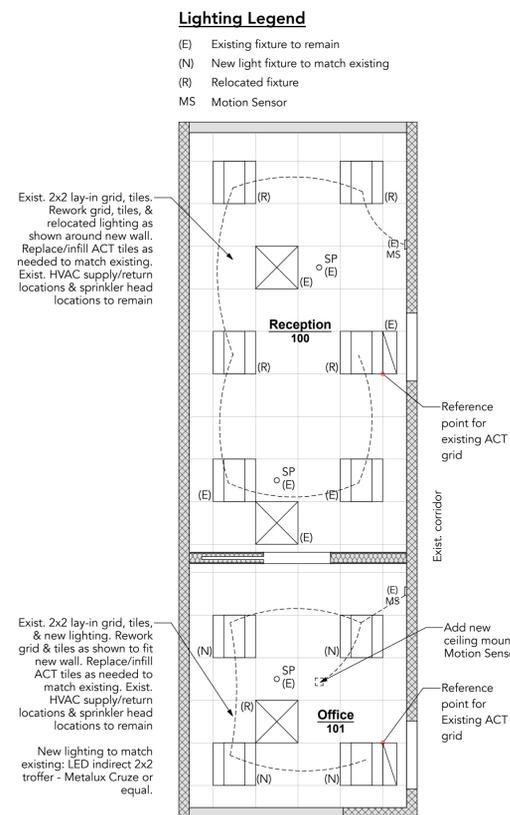
## Location Map



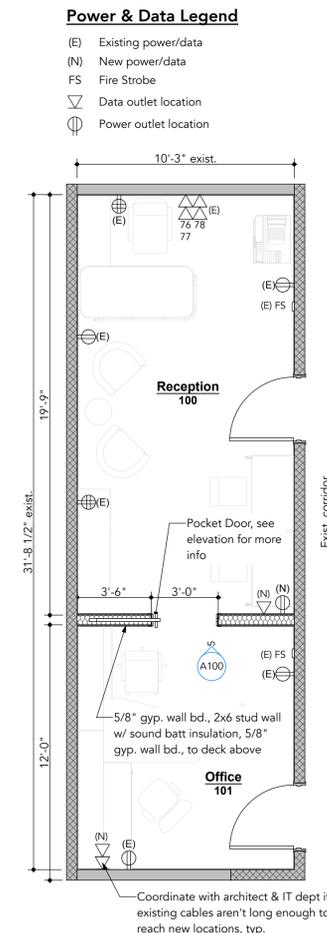
## Building Locator Map



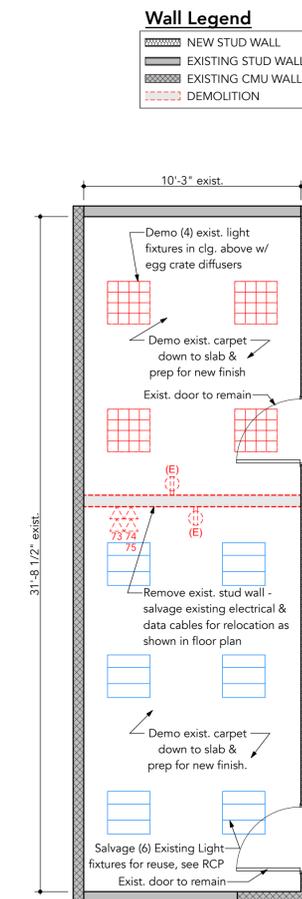
**4 Finish Plan**  
SCALE: 1/4" = 1'-0"



**3 Reflected Ceiling Plan**  
SCALE: 1/4" = 1'-0"



**2 Floor, Power & Data Plan**  
SCALE: 1/4" = 1'-0"



**1 Demolition Plan**  
SCALE: 1/4" = 1'-0"

Cass County MIDC Office Renovation  
Cass County Law & Courts Building  
20296 M-62 Cassopolis MI 49031

NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING, OR  
CONSTRUCTION

BID DWG 01/16/2024  
ISSUE DATES  
© 2024, intersect studio, llc  
Project Number: 23-033

Plans, Specs &  
General Info

**A100**



# CASS COUNTY BOARD OF COMMISSIONERS

---

**To:** Board of Commissioners  
**From:** Capital Projects Committee  
**Re:** L&C HVAC/Mechanical Improvements

## **REQUEST:**

Approve the quotes from Trane in the amount of \$62,678.00 and \$35,340.00 for the repairs to the Chiller at the Law & Courts Building and the Building Control System be added to the May 2nd Regular Meeting.

## **BACKGROUND:**

The Capital Projects Committee met on April 10th and recommended that the quotes from Trane to facilitate repairs to the Chiller at the Law & Courts Building and an upgrade to the existing Building Control System be brought forth to the Board of Commissioners for approval. The compressor units in the chiller are reaching end of life and a failure in them could result in catastrophic damage to the entire unit. By renewing the compressors, we can ensure that the unit continues to function as needed and avoid a potentially much larger cost associated with a full failure of the entire chiller itself.

As far as the Building Control System, it was originally designed in the mid-90s. The software has not been seeing regular updates since 2017. And, now, you are required to maintain an outdated operating system just for the system to work. This creates security issues and results in a less than optimal setup. By upgrading the existing system, it can be managed via a web-based system and ensure continued functionality. Again, this is the sort of system where if a failure occurs, it could result in a much larger emergency response cost to address.

Both proposed items would be paid for utilizing the Public Improvement Fund.

## **REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

**Capital Projects Committee, Facilities, Administration**

## **FINANCIAL ANALYSIS:**

The proposed cost to complete both projects is \$98,018.00 and would be paid via the Public Improvement Fund.

## **RECOMMENDATION**

Approve for both projects to be added to the Consent Agenda of the May 2nd Regular Meeting.



Trane U.S. Inc.  
5005 Corporate Exchange Blvd SE  
Grand Rapids, MI 49512  
Phone: (616) 971-1400

January 05, 2024

Cass County

**ATTENTION:** Dave Reiff

**PROJECT NAME:** Cass County Law & Courts RTAA R'Newal TL SRV R1

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

**EQUIPMENT LIST**

The following "Covered Equipment" will be serviced at :

| Equipment                              | Qty | Manufacturer | Model Number       | Serial Number | Asset Tag |
|--|-----|--------------|--------------------|---------------|-----------|
| RTAA - 125 Ton Air-Cooled Series R(TM) | 1   | Trane        | RTAA1104YN01A3D1AB | U02L07380     | Chiller   |

**SCOPE OF SERVICE**

R'Newal on two operational compressor's.

Starter evaluation

Renewed compressors are installed per OEM specification and start-up

Oil and refrigerant lab analysis

The following will be replaced:

Oil filter element

New oil charge per circuit

Sensors

Unit up-grades and modifications per unit schedule

The existing obsolete electronic expansion valves will be upgraded to the current standards.

Re-install existing refrigerant that was removed or transferred (see note below for possible refrigerant charge)

All necessary labor and rigging

Insulate compressor motor terminals

Start-up and system checkout

Shipping and Handling

**Factory parts and labor warranty on compressor – see Warranty section (below) for details**

**SERIES R R'NEWAL EXCHANGE COMPRESSOR WARRANTY**

There is an option below which will allow the compressors on which R'newal has been completed to be covered by a seven year compressor R'newal parts and labor warranty when a Trane Service Agreement is purchased.

This agreement shall include, at a minimum: an annual chiller inspection, spring start-up, run inspection, and an annual oil analysis. If the Trane Service Agreement is cancelled before the end of the R'newal compressor warranty period the third through the seventh year compressor warranty is void. The required seven year maintenance agreement is not included in this proposal.

Warranty on all other content is 1 year.

**PRICING AND ACCEPTANCE**

**TOTAL PRICE:**.....\$62,678.00 USD

**CLARIFICATIONS**

- 1. Any and all services related to petroleum products/oil handling, storage and disposal are excluded. It is Customer sole responsibility to comply any and all rules, regulations and laws related to petroleum products/oil handling, storage and disposal.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from January 05, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Ross Porter

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

| CUSTOMER ACCEPTANCE                |
|------------------------------------|
|                                    |
| _____<br>Authorized Representative |
| _____<br>Printed Name              |
| _____<br>Title                     |
| _____<br>Purchase Order            |
| _____<br>Acceptance Date           |
| _____<br>Trane's License Number:   |

**TERMS AND CONDITIONS – QUOTED SERVICE**

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

- 1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
- 4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
- 5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
- 6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
- 7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
- 8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
- 9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
- 10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
- 11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
  - (a) Any guarantee of room conditions or system performance;
  - (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
  - (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
  - (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
  - (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.
- 12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)  
Supersedes 1-10.48 (0720)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

## APPENDIX

# SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

## SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

## ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

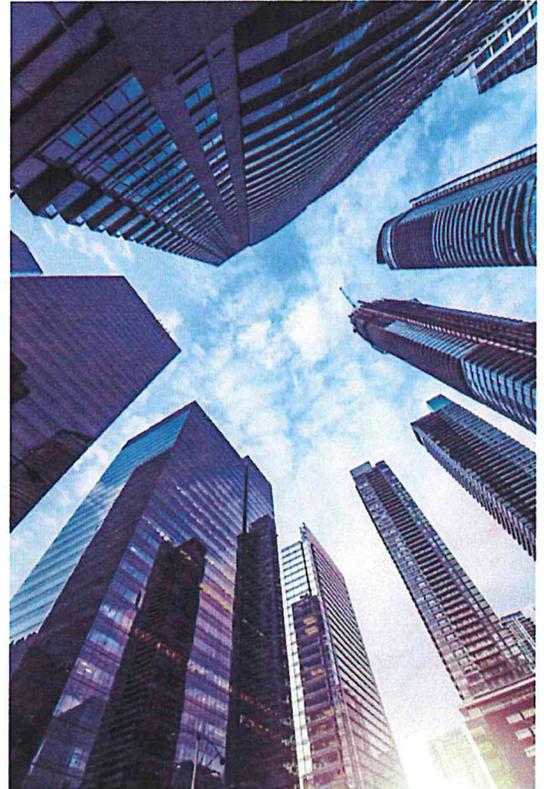
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

## CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





# Proposal

Proposal is valid for 15 days.  
Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.**  
**DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**  
© 2024 Trane Technologies All rights reserved

**Prepared For:**  
Dave Reiff

**Date:** February 13, 2024

**Proposal Number:** 2629419 R5

**Job Name:**  
Cass County Law and Courts Control Upgrade

**Bid Date:** December 13, 2023

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**  
Net 30 Days

The existing Trane control system user interface (Tracer Summit) is software based and was originally designed in the mid-90s. The system has served the facility well for many years. Starting in 2017 Trane is no longer investing in software service packs or upgrades as Trane has transitioned over to a web based system where software to operate the system is no longer needed. This does not mean your current installation will no longer work. It does mean as the operating system software (Windows) is updated the Trane software may no longer function properly. An older workstation and operating software (Windows) will need to be maintained for proper operation and can be a challenge as the system ages.

**Trane proposes to upgrade the existing Trane Summit Front End Controller at Cass County Law and Courts with a new Tracer Web Based System Controller**

Includes:

- Demo the existing Trane Building Control Unit (BCU)
- Furnish and Install (1) New Tracer Web Based System Controller
- Furnish and Install (1) New Tracer Communication Bridge
- Low Voltage Control Wiring
- Programming/Verification
- Engineered Control Drawings
- Custom Graphics Package
- Owner Training
- 1 year parts/labor warranty on new components

**Total Net Price (Including Sales Tax) .....\$ 35,340.00**

|   |  |
|---|--|
| Tax Status: Taxable <input type="checkbox"/><br>Exempt <input type="checkbox"/> | IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITES.COM/STATE-LINKS.HTML">WWW.TAXSITES.COM/STATE-LINKS.HTML</a> FOR TAX FORMS. |
|---|--|

**Notes:**

1. Price is valid for 15 days from date of proposal.
2. Unless specifically stated, start-ups, service/maintenance, spare parts, labor/refrigerant warranties, and training is not included.
3. All equipment has a 1 year parts only warranty from startup (not to exceed 18 months from shipment) unless otherwise noted.

4. Trane offers a Prepayment Discount Program. Please contact your Trane representative for more information

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).**

|   |  |
|---|--|
| <p>CUSTOMER ACCEPTANCE</p><br><br><br><p>_____</p> <p>Authorized Representative</p><br><br><p>_____</p> <p>Printed Name</p><br><br><p>_____</p> <p>Title</p><br><br><p>Purchase Order _____</p><br><br><p>Acceptance Date _____</p> | <p>TRANE ACCEPTANCE</p> <p>Trane U.S. Inc.</p><br><br><br><p>_____</p> <p>Submitted By: Matthew Earl</p> <p>Cell: 616-299-0470</p> <p>Office: (616) 971-1400</p><br><br><p>_____</p> <p>Authorized Representative</p><br><br><p>_____</p> <p>Title</p><br><br><p>_____</p> <p>Signature Date</p> |
|---|--|

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Customer may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 4. Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT,**

**THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

**9. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

#### **13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest

granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

## **22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)  
Supersedes 1-26.130-4 (1221b)



# CASS COUNTY BOARD OF COMMISSIONERS

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**To:** Board of Commissioners  
**From:** Animal Control  
**Re:** Pole barn and fencing project

## **REQUEST:**

Open a discussion for the construction of a pole barn for seized livestock and exercise/social areas for shelter dogs.

## **BACKGROUND:**

When the animal shelter was constructed in 1996, outdoor kennels were not included due to concerns about noise and the risk of a dog escaping and going to the neighboring park and causing a disturbance. As times have changed, the need to have an exercise and socialization area for dogs and potential adopters is greatly needed.

The need for housing seized livestock has also become a growing concern. In the past, Animal Control has relied upon private citizens and businesses to house and care for the seized livestock. As economic times and regulatory changes have occurred, relying on outside resources, to house the seized animals, are becoming fewer and fewer. When animals are seized from a residence, Animal Control has very little time, 24 hours or less, to source a location or locations to house the seized animals and historically have dealt with large numbers of animals ranging in multiple breeds, species and sizes in these types of situations.

## **REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

## **FINANCIAL ANALYSIS:**

## **RECOMMENDATION**



# CASS COUNTY BOARD OF COMMISSIONERS

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**TO:** Board of Commissioners

**FROM:** Jennifer Rentfrow, Finance Director / Matthew Newton, County Administrator

**RE:** FY 24 Budget Amendment

**REQUEST:**

Approve for the FY 24 Budget Amendment to be added to the May 2nd Regular Meeting Agenda.

**BACKGROUND:**

Please find the proposed FY 24 Budget Amendment Worksheet attached. Each item describes the account and reason for the adjustment being proposed. We can review any of the proposed adjustments during the meeting if there are any additional questions.

**REVIEWS:**

Prior to submitting this request, this agenda item was reviewed by all impacted departments noted below: (Ex: Administration, Maintenance, HR, and IT)

**Administration**

**FINANCIAL ANALYSIS:**

The Fund Balance Allocation increases by \$184,497.00 overall due to the proposed changes. Additionally, the proposed amendments contain the adjustment to account for the receipt of the \$1.5 million in revenues received under the CDS Grant for the Historic Courthouse.

**RECOMMENDATION:**

Motion to add the FY 24 Budget Amendment to the Consent Agenda of the May 2nd Regular Meeting

**Adjustments Requiring BOC Approval - May 2, 2024**

| Account #       | Fund / Dept  | Account Name                      | Cause  | R = Revenue<br>E = Expense | Increase  | Decrease |
|-----------------|--------------|-----------------------------------|--|----------------------------|-----------|----------|
| 101-000-543.325 | General Fund | MCOLES Academy Assistance Program | Anticipated reimbursement for four recruits attending academy training     | R                          | 96,000    |          |
| 101-301-703.000 | Sheriff      | Part-Time Wages                   | Anticipated costs for four recruits attending academy training             | E                          | 56,000    |          |
| 101-301-865.000 | Sheriff      | Training                          | Anticipated costs for four recruits attending academy training             | E                          | 40,000    |          |
| 101-000-538.219 | General      | USDA Community Facilities Grant   | \$ 1.5 million dollar grant being added to budget                          | R                          | 1,500,000 |          |
| 101-966-995-219 | General      | Transfers Out                     | Reimbursing public improvement for expenditures the grant is covering      | E                          | 1,500,000 |          |
| 101-000-699.050 | General Fund | Fund Balance Allocation           | Approving District Court Collections Clerk                                 | R                          | 66,655    |          |
| 101-286-702.000 | General      | District Court                    | Budget adjustment need for passing M-179-23 on 11/02/2023                  | E                          | 66,655    |          |
| 101-000-699.050 | General Fund | Fund Balance Allocation           | Approving Child Support Secretary & Victims Right Coordinator to full time | R                          | 105,642   |          |
| 101-296-702.000 | General Fund | Prosecuting Attorney              | Budget adjustment needed for passing M-201-23 on 12/07/2023                | E                          | 105,642   |          |
| 101-000-699.050 | General Fund | Fund Balance Allocation           | Approval of 2024 Annual Salaries of Elected Officials                      | R                          |           |          |
| 101-296-701.000 | General Fund | Prosecuting Attorney              | Budget adjustment needed for passing R-207-23                              | E                          | 4,000     |          |
| 101-301-701.000 | General Fund | Sheriff                           | Budget adjustment needed for passing R-207-24                              | E                          | 3,000     |          |
| 101-215-701.000 | General Fund | Clerk/Register                    | Budget adjustment needed for passing R-207-25                              | E                          | 2,500     |          |
| 101-253-701.000 | General Fund | Treasurer                         | Budget adjustment needed for passing R-207-26                              | E                          | 2,500     |          |
| 101-442-701.000 | General Fund | Drain Commissioner                | Budget adjustment needed for passing R-207-27                              | E                          | 2,000     |          |