EMMET COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
Monday, November 9, 2026
6:00 PM
200 Division Street Petoskey, MI 49770

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA
(1) Consent Agenda Motion
(2) Parks and Recreation- Bay Area Turf Care Amendment 1
(3) 57th. Emmet County Recovery Program SCAO Grant
(4) 90th. District Court SCAO Grant
(5) DPW - 2027 Clean Sweep Grant
(6) Total Court Services
(7) Local Emergency Management Program (LEMP)
(8) October 15, 2026 Meeting Minutes

PUBLIC COMMENT

APPEARANCES
(1) 2025 Annual Report - Construction Resources

ADMINISTRATOR'S REPORT
(1) Administrator's Report

UNFINISHED BUSINESS

NEW BUSINESS
(1) U-Haul International Request for Relief from Commercial Storage Deferral
(2) Public Hearing - Close Out of CDBG Chill grant - MSF-2023-737-CDB
(3) Close Out of CDBG Chill grant - MSF-2023-737-CDB
(4) Sale of Parcel 06-12-14-100-002
(5) Pellston Airport Soil Removal

(6) Local Emergency Management Program (LEMP)
(7) Set Public Hearing for Materials Management Plan
(8) Closed Session regarding privileged and confidential attorney-client legal correspondence under Section 8(1)(h) of the Open Meetings Act.

COMMUNICATIONS

(1) Communication regarding DTE's proposed pipeline

PUBLIC COMMENT

ANNOUNCEMENTS

(1) Upcoming Meeting Dates

ADJOURNMENT

PUBLIC COMMENT AT MEETINGS OF THE EMMET COUNTY BOARD OF COMMISSIONERS

The Emmet County Board of Commissioners values public input and offers two opportunities for the public to comment at its Board meetings, once near the beginning and once near the end. It affords the Board an opportunity to hear your views and remarks. If you speak, you should not expect to engage the commissioners or staff in debate.

The availability of Public Comment is recognized by Robert's Rules of Order - Newly Revised, the Michigan Open Meetings Act, and the Board's Rules of Procedure. All three sources provide that rules are appropriate for orderly comment from the public. To that end, the following information is provided:

1. A person who wishes to speak during Public Comment will first obtain approval of the Chairperson before speaking.

2. The person will stand at the podium so that the microphone located there will be able to amplify the person's voice.

3. The person addresses the Chairperson on behalf of the entire Board. Public Comment is not to be addressed to individual commissioners. The person will first state their first and last name with spelling of the name if necessary.

4. At the Chairperson's discretion, anyone wishing to speak may be asked to fill out a card with the person's name and address, and indicating which agenda item or topic the speaker intends to address.

5. There is a three (3) minute time limit for each speaker. The time limit may be extended by the Chairperson or by a majority of the Board members present. If a speaker uses less than the three (3) minutes allotted, they will not be able to speak on the same topic again during that Public Comment until all other persons wishing to be heard on the subject have had an opportunity to speak. Otherwise, a speaker may speak only once at each Public Comment. There is no provision in the Rules of Procedure for another audience member to "donate" their three (3) minute time to a speaker.

6. A speaker will be out of order if the speaker disrupts the meeting, fails to be germane, by speaking

longer than the allotted time, by speaking vulgarities, or by making a personal attack on a Board member or county employee that is unrelated to the performance of that person's duties.

7. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board. If the speaker continues to disrupt the meeting or is disorderly, the Chairperson may request the removal of the speaker by law enforcement.

8. The Chairperson will have the discretion to permit members of the public to speak at times other than the times reserved for public comment.

Please click HERE for the Emmet County Board of Commissioners' complete Rules ofProcedure

EMMET COUNTY - Board of Commissioners
November 9, 2026

Consent Agenda Motion

SUMMARY:

All items listed under Consent Agenda are considered routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion of these items, unless a Commissioner so requests; in this event the item will be removed from the Consent Agenda for separate consideration.

RECOMMENDATION:

I recommend Board approval as presented.

David Boyer, County Administrator

MOTION:

I move to approve the consent agenda and all items contained therein, and authorize the County Administrator to sign the attached items on behalf of the Board of Commissioners.

VOTE:

Roll Call

ATTACHMENTS:

EMMET COUNTY - Board of Commissioners
November 9, 2026

Parks and Recreation- Bay Area Turf Care Amendment 1

SUMMARY:

The Emmet County Parks and Recreation Department is requesting a one-year extension of the snow blowing and removal services agreement with Bay Area Turf Care, LLC, for the Anderson Road non-motorized trail.

The original agreement commenced May 18, 2023, and expired May 17, 2026, with an option for an additional two-year extension. The contractor has indicated a willingness to continue providing services but will only agree to a one-year extension.

The proposed amendment would extend services through May 17, 2027, subject to agreement on pricing and all other applicable contract terms.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve a one-year extension of the snow blowing and removal services agreement with Bay Area Turf Care, LLC, for the Anderson Road non-motorized trail, through May 17, 2027, pending a suitable agreement as determined by the County Administrator and Civil Counsel, and authorize the County Administrator to execute the necessary documents.

VOTE:

Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

Bay_Area_Turf_Care_Amendment 1.pdf

AMENDMENT TO

SNOW BLOWING AND REMOVAL SERVICES AGREEMENT

BETWEEN EMMET COUNTY AND BAY AREA TURF CARE, LLC

This Amendment ("Amendment") to the Snow Blowing and Removal Services Agreement dated in 2023 ("Agreement") is between the County of Emmet ("County"), 200 Division Street, Petoskey, Michigan 49770, and Bay Area Turf Care, LLC ("Contractor"), 9481 Sheaffers Crossing, Petoskey, Michigan 49770. This Amendment becomes effective upon execution by both parties, except as expressly provided below.

All terms and conditions of the Agreement remain unchanged except as provided below:

Amendment to Section 3 – Term

Section 3 of the Agreement is hereby amended to read:

"3. Term – The initial term of this Agreement commenced May 18, 2023 and ended May 17, 2026. By mutual agreement of the parties, the Agreement is extended for one (1) additional year, from May 18, 2026 through May 17, 2027. This one-year extension replaces and fully satisfies the original option for one additional two-year extension. No further extension option remains under Section 3. Any further renewal or extension must be agreed to in writing by both parties and approved as required by the County."

Continuity of Agreement

The parties intend the amended term to provide continuous contractual coverage beginning May 18, 2026. This provision does not itself establish that any services were requested or performed, or authorize payment for services not actually provided. Its application to any services performed before execution of this Amendment is subject to review and approval by County Civil Counsel.

Except as expressly amended above, including the existing rates and payment provisions, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment through their authorized representatives.

BAY AREA TURF CARE, LLC

EXECUTED: _____ DATE: _____

Matthew Lane, President/Owner

WITNESSED: _____ DATE: _____

EMMET COUNTY

EXECUTED: _____ DATE: _____

David Boyer, County Administrator

WITNESSED: _____ DATE: _____

EMMET COUNTY - Board of Commissioners
November 9, 2026

57th. Emmet County Recovery Program SCAO Grant

SUMMARY:

57th. Emmet County Recovery Program submitted a FY26 application to the State Court Administrative Office and was awarded $20,680.00 in funding. The SCOA grant will supplement the Northern Michigan Regional Entity PA2 grant providing 100% program funding.

RECOMMENDATION:

I recommend approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the FY26 57th. Emmet County Recovery Program SCAO Grant Award in the amount of $20,680.00, pending a suitable grant agreement to be determined by Civil Counsel and Administrator, and authorize the County Administrator to sign the same.

VOTE:

Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

C57 Hybrid.pdf
FY27 _57th_Circuit_Court_-_Hybrid_DWIDrug SCAO Agreement.pdf

Michigan Supreme Court
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 1, 2026

Honorable Jennifer E. Deegan, Chief Judge/Program Judge
57th Circuit Court
200 Division St.
Petoskey, MI 49770

Re: FY27 Michigan Drug Court Grant Program Award Notification
57th Circuit Court — Hybrid DWI/Drug Court
SCAO UI: U10149

Dear Chief Judge Deegan:

I am pleased to inform you that your annual funding through the Michigan Drug Court Grant Program has been finalized. Your court is awarded a grant in the amount of $20,680 to support your hybrid DWI/drug court. This award is for the state's fiscal year, October 1, 2026, through September 30, 2027 (FY27).

Your court's FY27 contract will be emailed from DocuSign to your project director, Alyssa Harrold. Please review the contract carefully and have it signed by November 13, 2026. The budget, based on your court's actual award, must be submitted in WebGrants by October 9, 2026. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

If you have questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,

Thomas P. Boyd

Thomas P. Boyd
State Court Administrator

cc: Kimberly Sweebe, Court Administrator
Alyssa Harrold, Project Director

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Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program

Fiscal Year 2027 Agreement

Grantee Name:	**57th Circuit Court - Hybrid DWI/Drug Court**
Unique Identifier:	**U10149**
Federal ID Number:	**38-6004848**
Contract Number:	**45505**
Grant Amount:	**$20,680**

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "Confidential Information" means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all (a) individualized data, (b) nonaggregated data, (c) aggregated data, (d) anonymized data, and (e) aggregated and anonymized data, that relate to individuals participating under funding from the Michigan Drug Court Grant Program, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension,

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insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.04 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes all allowable modifications under this Agreement's terms. The Grant Amount is subject to allowable Expense reimbursements to the Grantee by the SCAO as explained in more detail in Section 3.

1.05 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting. "Grantee" includes the term Applicant, as it is used and referenced in this Agreement.

1.06 The term "Grantee's agents" as used in this Agreement includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.08 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.09 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services before this Agreement.

1.10 The terms "Program Expenses" and "Expenses" are used interchangeably and mean allowable program costs under this Agreement, as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.11 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.14 The term "WebGrants" refers to the web-based grant management system used by the Grantee and SCAO.

1.15 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials

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prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Grantee under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 57th Circuit Court — Hybrid DWI/Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to $20,680 for the Grantee's Expenses under this Agreement.

3.02 The grant funding is from the Michigan Drug Court Grant Program.

3.03 The Grant Amount stems from anticipated appropriations to the SCAO from expected funding sources to support problem-solving courts. The Grant Amount is thus conditioned upon the SCAO's actual receipt of all anticipated funding sources. If any funding received by the SCAO is less than the anticipated amount, the Grant Amount may be reduced in the SCAO's sole discretion at any point during the fiscal year, and the SCAO has no obligation to the Grantee to fulfill the initial Grant Amount. If the initial Grant Amount is reduced, the SCAO will send written notice of the new Grant Amount to the Grantee, without the need for a written amendment to this Agreement; and all other terms of this Agreement still apply. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. PERIOD OF AGREEMENT

This Agreement covers Expenses and Services rendered during the grant period beginning on October 1, 2026, and ending on September 30, 2027, at 11:59 p.m. ("Agreement Period"), unless the parties agree to an amendment in writing in accordance with Section 26.

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),

B. SCAO Grant Assurances (in WebGrants),

C. Allowable/disallowable expense list (in WebGrants),

D. Conditions on Expenses (in WebGrants), and

E. Approved grant budget (in WebGrants).

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

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6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. **REIMBURSEMENT AND BUDGET**

7.01 This is a reimbursement-based grant. Costs must not exceed (a) the approved Grant Amount or (b) any revised Grant Amount under Section 3 or 18 of this Agreement.

7.02 The Grantee must submit a grant budget in WebGrants. Before the grant budget is effective, it must be approved by the SCAO. At all times, the SCAO retains full discretion to (a) modify the required form and substance of the grant budget and (b) return or revise a grant budget and Grant Amount to meet the SCAO's satisfaction.

7.03 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

7.04 Unless the SCAO gives prior approval otherwise, the Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list; reasonable, allocable, and necessary (as determined solely by the SCAO); included in the approved budget; and sufficiently substantiated with appropriate documentation (as determined solely by the SCAO).

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, available health insurance, and funding from nonprofit organizations. The Grantee will ensure that service providers, such as a treatment provider or treatment agency, first bill eligible treatment and medical services to any available health insurance before seeking reimbursement through the grant under this Agreement. The Grantee acknowledges and understands its responsibility for monitoring service providers to ensure compliance with this requirement. The Grantee is not required to first spend funds that were not designated

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for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.06 The Grantee's Expenses are eligible for reimbursement only if the Grantee timely complies with the grant reporting requirements in Attachment 1 the rest of this Agreement.

7.07 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO before incurring the expense.

7.08 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.09 All Expense reimbursement is subject to the SCAO's approval.

7.10 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.

10.02 Upon the SCAO's request, the Grantee must provide the SCAO with copies of any procurement subcontracts for activities under this grant.

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10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts before requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 The Grantee shall not disclose Confidential Information, from any source, to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

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12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Grantee's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

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14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 In all cases, the SCAO reserves the right to modify all applicable performance measurement data reporting, including all reports and due dates identified in Attachment 1, upon reasonable notice to the Grantee.

16.02 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.03 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

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16.04 When any required report in Attachment 1 is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the SCAO may, in its sole discretion, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 All Section 17 terms are subject to the Grant Amount contingencies outlined in Section 3.

17.02 If the Grantee is unable to expend any amount of the allocated grant funds, the unused funds will be reallocated to other problem-solving courts that are able to use Grantee's unused funds effectively. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must make its best efforts to use the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation application in WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded. The SCAO will determine any due dates for reallocation increase applications and may notify the Grantee regarding those dates.

17.05 If at any time during the Agreement Period Grantee fails to show satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee and request an explanation from Grantee about its lack of progress.

B. Grantee must (1) submit a reallocation application in WebGrants, (2) provide an explanation about its lack of satisfactory progress, and (3) outline the Grantee's plan to fully spend the Grant Amount during the Agreement Period—all within 7 business days from the date of the above notice from SCAO. If Grantee cannot fully spend the Grant Amount, Grantee's reallocation application must also include the amount of reallocation reduction that aligns with its plan. Failure to provide this information within the allocated time — may result in a Grant Amount reduction (1) based on the claims information already submitted by Grantee and (2) using any other criteria SCAO determines to be relevant.

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C. If and when the Grantee submits the reallocation application with all required information, SCAO will decide if the Grant Amount should remain as initially awarded or be reduced, and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the amount indicated in Grantee's reallocation application. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its sole discretion. Any of Grantee's Expenses that exceed the new reduced Grant Amount are ineligible for reimbursement.

D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If, at any time during the Agreement Period, Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation application to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.04(C) will be followed.

17.07 Whether SCAO changes the Grant Amount through reallocation reduction or increase, the Grantee must comply with all reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth above, the SCAO may, in its sole discretion and without any liability or penalty to the SCAO, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.

D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.

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E. For any Grant Amount contingency outlined in Section 3 of this Agreement. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq*., and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

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The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid DWI/drug court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Sections 3, 17 and Subsection 26.02, the parties may amend this Agreement only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

A. The Grantee's contact person is:
Alyssa Harrold
57th Circuit Court
200 Division St.
Petoskey, MI 49770
aharrold@emmetcounty.org

B. The SCAO's contacts are:

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Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.

B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.

D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people

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must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

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SIGNATURES OF PARTIES

Michigan Drug Court Grant Program

CONTRACT NUMBER: 45505

30. SIGNATURE OF PARTIES

30.01 This Agreement is not effective unless signed by both Parties.

30.02 The signatures on this Agreement are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

57th Circuit Court **Hybrid DWI/Drug Court**	**State Court Administrative Office**
_____	_____
Authorizing Official's Signature	SCAO Official's Signature
_____	_____
Authorizing Official's Name	SCAO Official's Name
_____	_____
Authorizing Official's Title	SCAO Official's Title
_____	_____
Date Signed by Authorizing Official	Date Signed by SCAO Official

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ATTACHMENT 1
FY 2027 REPORTING REQUIREMENTS
October 1, 2026, through September 30, 2027

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	**NOTE**
November 15, 2026	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2026.
February 15, 2027	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2026.
May 15, 2027	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2027.
August 15, 2027	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2027.

DCCMIS USER AUDIT	
DUE DATE	**NOTE**
January 31, 2027	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	**NOTE**
January 31, 2027	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	**NOTE**
January 10, 2027	Courts will be reporting expenditures from October 1, 2026, through December 31, 2026.
April 10, 2027	Courts will be reporting expenditures from January 1, 2027 (and potentially expenditures not previously claimed from October 1, 2026), through March 31, 2027.
July 10, 2027	Courts will be reporting expenditures from April 1, 2027 (and potentially expenditures not previously claimed from October 1, 2026), through June 30, 2027.
October 10, 2027	Courts will be reporting expenditures from July 1, 2027 (and potentially expenditures not previously claimed from October 1, 2026), through September 30, 2027.

PROGRESS REPORT	
DUE DATE	**NOTE**
April 30, 2027*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

** The SCAO may change the due dates provided above and will give the Grantee reasonable notice if any of these due dates change.

EMMET COUNTY - Board of Commissioners
November 9, 2026

90th. District Court SCAO Grant

SUMMARY:

The 90th District Court operates a Sobriety Court program for people convicted of Operating While Impaired (OWI). The State Court Administrator's Office annually provides grant funds for this program. The Fiscal Year 2027 grant is in the amount of $21,012.00. The grant will continuing to assist Sobriety Court participants with the cost of alcohol monitoring and drug screens.

RECOMMENDATION:

I recommend approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move that the Board approve the attached Michigan Drug Court Grant Program Fiscal Year 2027 Award for the 90th District Court DWI Sobriety Court in an amount of $21,012.00 and authorize the County Administrator to sign the same.

VOTE:

Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

FY27 90th. DWI Sobriety Court SCAO Agreement.pdf

45332 - DWI Grant - D90-2

Application Details

Funding Opportunity:	44335-Fiscal Year 2027 Michigan Drug Court Grant Program (MDCGP)
Funding Opportunity Due Date:	Jul 10, 2026 11:59 PM
Program Area:	Michigan Drug Court Grant Program (MDCGP)
Status:	Submitted
Stage:	Final Application
Initial Submit Date:	Jun 22, 2026 1:42 PM
Initially Submitted By:	Brandon Stapor
Last Submit Date:	Oct 1, 2026 10:48 AM
Last Submitted By:	Brandon Stapor

Contact Information

Primary Contact Information

Name: Mr. (Salutation) Brandon (First Name) Middle Name Stapor (Last Name)

Title: Court Administrator

Phone*: (231) 348-1757 Ext.
Phone
####

Fax: ### ### ####

Email*: bstapor@emmetcounty.org

Address*: 200 Division St

Petoskey (City) Michigan (State/Province) 49770 (Postal Code/Zip)

To access the WebGrants Access form click here

WebGrants Authorization Approval Form: scan_bstapor_2024-06-26-09-02-50.pdf

Organization Information

Name*: 90th District Court - Emmet County (D90)

Organization Type*: State Court Administrative Office

Tax Id:

Organization Website:

Address*: Emmet County, City-County Bldg.
200 Division Street
Ste G-12

	Petoskey Michigan 49770 City State/Province Postal Code/Zip
Phone*:	(231) 348-1750 Ext. ###-###-####
Fax:	(231) 348-0698 ###-###-####

Program Contact Information

Program Information

Select your court*:	D90 Charlevoix/Emmet
County*:	Emmet
If your program operates across multiple jurisdictions, please list all participating jurisdictions. (e.g., 53rd District Court and 44th Circuit Court) :	
If your program operates in multiple counties, please list all participating counties. (e.g., Clare County, Gladwin County) :	
Please pick your program type*:	DWI Sobriety Court
What is the program's unique identifier? Unique Identifier is a "U" followed by five numbers that all operational programs are assigned. This will be found on the target award memo that was sent by SCAO. New programs use "U00000" *:	U10022

What is the program's target population?*:

OWI 2nd offenders involving alcohol. must meet screening/diagnosis criteria and in county residency.

Federal Tax ID *: What is the program's most recent LAO number.	38-6004848
LAO# Planning programs enter 0000-00 *:	2010-01
Region*:	Region 4
Chief Judge Please enter full first and last name *:	Angela J. Lasher
Court*:	90th District
Building:	
Street Address*:	200 Division St.
City*:	Petoskey
State*:	Michigan
Zip Code*:	49770
Email Address*:	alasher@emmetcounty.org E-mail address must be judge?s e-mail address.

Program Judge 1 Name Please enter full first and last name *:	Angela J. Lasher
Number of years as a program judge.*:	>2 years
Court*:	90-2
Program Judge 1 Email Address*:	alasher@emmetcounty.org E-mail address must be judge?s e-mail address.
Program Judge 2 Name Please enter full first and last name :	
Number of years as a program judge.:	
Court:	
Program Judge 2 Email Address:	E-mail address must be judge?s e-mail address.
Program Judge 3 Name Please enter full first and last name :	
Number of years as a program judge.:	
Court:	
Program Judge 3 Email Address:	E-mail address must be judge?s e-mail address.
Program Judge 4 Name Please enter full first and last name :	
Number of years as a program judge.:	
Court:	
Program Judge 4 Email Address:	E-mail address must be judge?s e-mail address.
Court Administrator*:	Brandon Stapor
Court*:	90-2
Email*:	bstapor@emmetcounty.org
Financial Officer The Financial Officer oversees the management of grant funds, ensuring accurate budgeting, accounting, and financial reporting, and monitoring expenditures for compliance with grant and organizational requirements. *:	Brandon Stapor

Project Director The Project Director provides overall leadership and management of the grant-funded project. This individual may also be the Primary Contact. If the program does not designate the same person as both the Project Director and Primary Contact, please note that the Project Director will not receive WebGrants system-generated notifications, unless they are added as an Additional Contact. This role is responsible for implementing project activities, ensuring goals, timelines, and deliverables are met, and maintaining compliance with all grant requirements. The Project Director also serves as the primary liaison with the SCAO, managing grant-related communications, including application materials, award notifications, reporting, training, and general inquiries, and ensuring relevant information is shared appropriately within the organization. *:	Brandon Stapor
Court*:	90-2
Building:	
Street Address*:	200 Division St.
City*:	Petoskey
State*:	Michigan
Zip Code*:	49770
Project Director E-mail Address*:	bstapor@emmetcounty.org
Project Director Phone Number*:	231-348-1754 Ext.
Authorizing Official Name The Authorizing Official is the individual with the legal authority to enter the court into the grant agreement. This role is responsible for reviewing and signing the grant contract and certifying that the court agrees to comply with all terms and conditions of the award. *:	David Boyer
Authorizing Official E-mail Address*:	dboyer@emmetcounty.org
Authorizing Official Phone Number*:	231-348-1712 Ext.
Authorizing Official Title *:	County Administrator
SIGMA Vendor ID #*:	

CV0047986

This number begins with CV, followed by 7 digits. Review previous payments from the State for this number. If you would like assistance, please contact PSC@courts.mi.gov.

Application Instructions

Application Instructions

By clicking this box, I verify that I have read the above instructions. *:	Yes

Grant Contact Information

Primary Contacts

Program Type

Program Type*: DWI Sobriety Court

Claims

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Budget

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Contract Amendments

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Applications

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Certification

Name: Brandon Stapor

Email: bstapor@emmetcounty.org

DCCMIS Administration

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Training Registration

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Court Administrator

Name*: Brandon Stapor

Email*: bstapor@emmetcounty.org

Chief Judge

Name*: Angela Lasher

Email*: alasher@emmetcounty.org

Program Judge

Name*: Angela Lasher

Email*: alasher@emmetcounty.org

Other Program Judge (if applicable)

Name:

Email:

Other Program Judge (if applicable)

Name:

Email:

Other Program Judge (if applicable)

Name:

Email:

Other Program Judge (if applicable)

Name:

Email:

Operational Target Award

Operational Target Award

Does the program agree to the Operational Target Award amount as provided?*:	Yes
By checking this box, I acknowledge that I MUST complete the budget portion below.*:	Yes

Personnel

Name	Position	FY26 Computation	FY26 Amount Budgeted	FY27 Computation	FY27 Amount Budgeted (Projected)	By checking this box I confirm this is an operational cost as defined above

No Data for Table

Fringe Benefits

Types of Fringe Benefits	FY26 Amount Budgeted	FY27 Amount Budgeted (Projected)	By checking this box I confirm this is an operational cost as defined above

No Data for Table

Contractual

Service to be Provided	Contractor(s)	FY26 Computation	FY26 Amount Budgeted	FY27 Computation	FY27 Amount Budgeted (Projected)	By checking this box I confirm this is an operational cost as defined above
Drug Screen	Harbor Hall	$18 a screen/once a week/10-20 partic. = $180/$360 month for 24 months = $4320/$8640	$9,500.00	$18 a screen/once a week/10-20 partic. = $180/$360 month for 24 months = $4320/$8640	$9,500.00	Yes
SCRAM	Total Court Services	($7.50/$10 daily) for 90 total days = $675/$900 per new def. w/ approx. 10+ new def. = $6750/$9000	$9,500.00	($7.50/$10 daily) for 90 total days = $675/$900 per new def. w/ approx. 10+ new def. = $6750/$9000	$9,500.00	Yes
			$19,000.00		**$19,000.00**	

Supplies

Michigan Supreme Court
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 1, 2026

Honorable Angela Lasher, Chief Judge/Program Judge
90th District Court
200 Division Street
Petoskey, MI 49770

Re: FY27 Michigan Drug Court Grant Program Award Notification
90th District Court — DWI Sobriety Court
SCAO UI: U10022

Dear Chief Judge Lasher:

I am pleased to inform you that your annual funding through the Michigan Drug Court Grant Program has been finalized. Your court is awarded a grant in the amount of $21,012 to support your DWI sobriety court. This award is for the state's fiscal year, October 1, 2026, through September 30, 2027 (FY27).

Your court's FY27 contract will be emailed from DocuSign to your project director, Brandon Stapor. Please review the contract carefully and have it signed by November 13, 2026. The budget, based on your court's actual award, must be submitted in WebGrants by October 9, 2026. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

If you have questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,

Thomas P. Boyd

Thomas P. Boyd
State Court Administrator

cc: Brandon Stapor, Court Administrator/Project Director

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Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program

Fiscal Year 2027 Agreement

Grantee Name:	**90th District Court - DWI Sobriety Court**
Unique Identifier:	**U10022**
Federal ID Number:	**38-6004848**
Contract Number:	**45332**
Grant Amount:	**$21,012**

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "Confidential Information" means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all (a) individualized data, (b) nonaggregated data, (c) aggregated data, (d) anonymized data, and (e) aggregated and anonymized data, that relate to individuals participating under funding from the Michigan Drug Court Grant Program, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension,

insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.04 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes all allowable modifications under this Agreement's terms. The Grant Amount is subject to allowable Expense reimbursements to the Grantee by the SCAO as explained in more detail in Section 3.

1.05 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting. "Grantee" includes the term Applicant, as it is used and referenced in this Agreement.

1.06 The term "Grantee's agents" as used in this Agreement includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.08 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.09 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services before this Agreement.

1.10 The terms "Program Expenses" and "Expenses" are used interchangeably and mean allowable program costs under this Agreement, as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.11 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.14 The term "WebGrants" refers to the web-based grant management system used by the Grantee and SCAO.

1.15 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials

prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Grantee under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 90th District Court — DWI Sobriety Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to $21,012 for the Grantee's Expenses under this Agreement.

3.02 The grant funding is from the Michigan Drug Court Grant Program.

3.03 The Grant Amount stems from anticipated appropriations to the SCAO from expected funding sources to support problem-solving courts. The Grant Amount is thus conditioned upon the SCAO's actual receipt of all anticipated funding sources. If any funding received by the SCAO is less than the anticipated amount, the Grant Amount may be reduced in the SCAO's sole discretion at any point during the fiscal year, and the SCAO has no obligation to the Grantee to fulfill the initial Grant Amount. If the initial Grant Amount is reduced, the SCAO will send written notice of the new Grant Amount to the Grantee, without the need for a written amendment to this Agreement; and all other terms of this Agreement still apply. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. PERIOD OF AGREEMENT

This Agreement covers Expenses and Services rendered during the grant period beginning on October 1, 2026, and ending on September 30, 2027, at 11:59 p.m. ("Agreement Period"), unless the parties agree to an amendment in writing in accordance with Section 26.

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),

B. SCAO Grant Assurances (in WebGrants),

C. Allowable/disallowable expense list (in WebGrants),

D. Conditions on Expenses (in WebGrants), and

E. Approved grant budget (in WebGrants).

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant. Costs must not exceed (a) the approved Grant Amount or (b) any revised Grant Amount under Section 3 or 18 of this Agreement.

7.02 The Grantee must submit a grant budget in WebGrants. Before the grant budget is effective, it must be approved by the SCAO. At all times, the SCAO retains full discretion to (a) modify the required form and substance of the grant budget and (b) return or revise a grand budget and Grant Amount to meet the SCAO's satisfaction.

7.03 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

7.04 Unless the SCAO gives prior approval otherwise, the Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list; reasonable, allocable, and necessary (as determined solely by the SCAO); included in the approved budget; and sufficiently substantiated with appropriate documentation (as determined solely by the SCAO).

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, available health insurance, and funding from nonprofit organizations. The Grantee will ensure that service providers, such as a treatment provider or treatment agency, first bill eligible treatment and medical services to any available health insurance before seeking reimbursement through the grant under this Agreement. The Grantee acknowledges and understands its responsibility for monitoring service providers to ensure compliance with this requirement. The Grantee is not required to first spend funds that were not designated

for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.06 The Grantee's Expenses are eligible for reimbursement only if the Grantee timely complies with the grant reporting requirements in Attachment 1 the rest of this Agreement.

7.07 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO before incurring the expense.

7.08 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.09 All Expense reimbursement is subject to the SCAO's approval.

7.10 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.

10.02 Upon the SCAO's request, the Grantee must provide the SCAO with copies of any procurement subcontracts for activities under this grant.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts before requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 The Grantee shall not disclose Confidential Information, from any source, to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

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12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Grantee's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 In all cases, the SCAO reserves the right to modify all applicable performance measurement data reporting, including all reports and due dates identified in Attachment 1, upon reasonable notice to the Grantee.

16.02 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.03 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.04 When any required report in Attachment 1 is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the SCAO may, in its sole discretion, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 All Section 17 terms are subject to the Grant Amount contingencies outlined in Section 3.

17.02 If the Grantee is unable to expend any amount of the allocated grant funds, the unused funds will be reallocated to other problem-solving courts that are able to use Grantee's unused funds effectively. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must make its best efforts to use the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation application in WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded. The SCAO will determine any due dates for reallocation increase applications and may notify the Grantee regarding those dates.

17.05 If at any time during the Agreement Period Grantee fails to show satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee and request an explanation from Grantee about its lack of progress.

B. Grantee must (1) submit a reallocation application in WebGrants, (2) provide an explanation about its lack of satisfactory progress, and (3) outline the Grantee's plan to fully spend the Grant Amount during the Agreement Period—all within 7 business days from the date of the above notice from SCAO. If Grantee cannot fully spend the Grant Amount, Grantee's reallocation application must also include the amount of reallocation reduction that aligns with its plan. Failure to provide this information within the allocated time — may result in a Grant Amount reduction (1) based on the claims information already submitted by Grantee and (2) using any other criteria SCAO determines to be relevant.

C. If and when the Grantee submits the reallocation application with all required information, SCAO will decide if the Grant Amount should remain as initially awarded or be reduced, and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the amount indicated in Grantee's reallocation application. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its sole discretion. Any of Grantee's Expenses that exceed the new reduced Grant Amount are ineligible for reimbursement.

D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If, at any time during the Agreement Period, Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation application to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.04(C) will be followed.

17.07 Whether SCAO changes the Grant Amount through reallocation reduction or increase, the Grantee must comply with all reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth above, the SCAO may, in its sole discretion and without any liability or penalty to the SCAO, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.

D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.

E. For any Grant Amount contingency outlined in Section 3 of this Agreement. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

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The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid DWI/drug court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Sections 3, 17 and Subsection 26.02, the parties may amend this Agreement only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

A. The Grantee's contact person is:
Brandon Stapor
90th District Court
200 Division St.
Petoskey, MI 49770
bstapor@emmetcounty.org

B. The SCAO's contacts are:

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Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.

B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.

D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people

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must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES

Michigan Drug Court Grant Program

CONTRACT NUMBER: 45332

30. SIGNATURE OF PARTIES

30.01 This Agreement is not effective unless signed by both Parties.

30.02 The signatures on this Agreement are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

90th District Court **DWI Sobriety Court**	**State Court Administrative Office**
Authorizing Official's Signature	SCAO Official's Signature
Authorizing Official's Name	SCAO Official's Name
Authorizing Official's Title	SCAO Official's Title
Date Signed by Authorizing Official	Date Signed by SCAO Official

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ATTACHMENT 1
FY 2027 REPORTING REQUIREMENTS
October 1, 2026, through September 30, 2027

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	**NOTE**
November 15, 2026	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2026.
February 15, 2027	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2026.
May 15, 2027	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2027.
August 15, 2027	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2027.

DCCMIS USER AUDIT	
DUE DATE	**NOTE**
January 31, 2027	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	**NOTE**
January 31, 2027	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	**NOTE**
January 10, 2027	Courts will be reporting expenditures from October 1, 2026, through December 31, 2026.
April 10, 2027	Courts will be reporting expenditures from January 1, 2027 (and potentially expenditures not previously claimed from October 1, 2026), through March 31, 2027.
July 10, 2027	Courts will be reporting expenditures from April 1, 2027 (and potentially expenditures not previously claimed from October 1, 2026), through June 30, 2027.
October 10, 2027	Courts will be reporting expenditures from July 1, 2027 (and potentially expenditures not previously claimed from October 1, 2026), through September 30, 2027.

PROGRESS REPORT	
DUE DATE	**NOTE**
April 30, 2027*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

** The SCAO may change the due dates provided above and will give the Grantee reasonable notice if any of these due dates change.

Type of Supply	FY 26 Computation	FY26 Amount Budgeted	FY27 Computation	FY27 Amount Budgeted (Projected)	By checking this box I confirm this is an operational cost as defined above
Gift cards up to $50, treats for graduation/phase advancement	20 ($50) gift cards = $1000, approx. $50 graduation/phase advan. treat = $480	$1,480.00	25 ($50) gift cards = $1250, approx. $50 graduation/phase advan. treat = $762	$2,012.00	Yes
		$1,480.00		**$2,012.00**	

Travel and Training

Type of Travel or Training	FY26 Computation	FY26 Amount Budgeted	FY27 Computation	FY27 Amount Budgeted (Projected)	By checking this box I confirm this is an operational cost as defined above

No Data for Table

Total Projected Amount

Row	FY26 Amount Budgeted	FY27 Amount Budgeted (Projected)	Difference between FY26 Amount Budgeted and FY27 Projected Amount
Total	$20,480.00	$21,012.00	$532.00

Byrne JAG and OHSP Grant Funding

Would you like to be considered for SCAO administered federal grants (OHSP and Byrne JAG)?
If no, there is no need to answer further questions on this page. Please save the form and mark as complete.
*:

No
OHSP and Byrne JAG funds are available to adult programs only.

I understand that by selecting no to the question above, my program will not be considered for OHSP or Byrne JAG funds. :

Yes

Prior Funding

Has the applicant received a prior State Court Administrative Office grant under Byrne JAG or OHSP funding? :

Has the applicant received a prior State Court Administrative Office grant under Michigan Drug Court Grant Program, Michigan Mental Health Court Grant Program, Michigan Veterans Treatment Court Grant Program, or Swift and Sure Sanctions Probation Program? :

Does your county have an Equal Employment Opportunity Plan (EEOP)?
If the program has an EEOP but has been unable to submit due to the pause on EEOP collections by the OCR, mark 'Yes'.
:

Number of Court Employees :

Total number of the employees that work in the court (not including judges) where the program operates.

Please upload a screenshot of the court/county status listed in SAM.gov based on your Federal Unique Entity Identification (UEI) number.:

Will your program collect program income during the fiscal year? :

Pre-Award Financial Risk Assessment

The applicant is required to complete a pre-award financial risk assessment as part of the grant application. The questionnaire helps the SCAO assess the financial management and internal control systems, and the associated potential risks of an applicant. The pre-award financial risk assessment should only be completed by program and financial staff most familiar with the applicant?s systems, policies, and procedures to ensure the correct responses. The responses directly impact the pre-award risk assessment and should accurately reflect the applicant?s financial management and internal control system at the time of the application. The pre-award financial risk assessment is an additional factor in determining funding. Applicant risk level may affect the funding decision and/or result in additional reporting requirements, monitoring, special conditions, or additional award requirements.

Does the applicant have new individuals involved with the grant (less than 1 year)? This includes anyone directly or indirectly involved with the grant operations and financial management, (i.e., coordinator, judge, financial personnel, etc.):

Does the applicant have any new system changes within the past 12 months (system means in relation to purchasing an organization's system or systems for purchasing and contracting, including lease-or-buy decisions, the selection of contractors, analysis of quoted prices, negotiation of prices with contractors, placing and administering of orders, and expediting delivery of materials or services). :

Audit

For this section, an ?audit? is conducted by an independent, external auditor using Generally Accepted Auditing Standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

Has the applicant undergone any of the following types of audits? (check all that apply):

On the most recent audit, what was the auditor's opinion?:

Were material weaknesses noted in the report?:

Financial Management System

Does the applicant's accounting system have the capability to identify the receipt and expenditure of awards funds separately for each SCAO award? :

Does the applicant?s accounting system have the capability to record expenditures for each SCAO award by the budget cost categories shown in the approved budget?:

Does the applicant?s accounting system have the capability to accurately track employees actual time spent performing work for each SCAO award, and to accurately allocate charges for employee salaries and wages for each SCAO award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee? :

Does the applicant?s accounting system include budgetary controls to preclude the applicant from incurring obligations or costs that exceed the amount of funds available under an SCAO award (the total amount of award as well the amount available in each budget cost category)? :

Is the applicant familiar with the ?cost principles? that apply to recent and future Federal awards, including the general and specific principles set out in 2 C. F. R Part 200? :

Procurement

Does the applicant maintain written policies and procedures for procurement transactions that *(Check all that apply)*:

Are the applicant?s procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition? :

Do the applicant?s procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejections of contractors, and basis for the contract price?:

Does the applicant have written policies and procedures designed to prevent the applicant from entering into a procurement contract under an SCAO award with an entity or individual that is suspended or debarred from such contracts, including provisions for checking for suspended or debarred prior to award?:

Subrecipient

Does the applicant have written policies and procedures, and/or guidance designed to ensure that any subawards made by the applicant under an SCAO award (1) clearly document applicable grant requirements, (2) are appropriately monitored by the applicant, and for Federal Grant Applicants (3) comply with the requirements in 2 C. F. R. Part 200 (see 2 C. F. R. 200.331)?:	
Is the applicant aware of the differences between subawards under SCAO awards and procurement contracts under SCAO awards, including the different roles and responsibilities associated with each? :	
Does the applicant have written policies and procedures designed to prevent the applicant from making a subaward under an SCAO award to an entity or individual who is suspended or debarred from such subaward, including provisions for checking for suspended or debarred prior to award?:	

Other Federal Risk

Is the applicant designated ?high risk? by a federal grant-making agency? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant?s past performance, or other programmatic or financial concerns with the applicant.):	

Certification

Certification on behalf of the applicant

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative (?AOR?), or other official with the requisite knowledge and authority).

On behalf of the applicant, I certify to the State Court Administrative Office that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant.:	Yes
Name*:	David Boyer
Title*:	County Administrator
Phone*:	231-348-1712
Date*:	06/22/2026

Other Funding Sources

Additional Funding Sources

Does the program receive funding support from other funding sources to maintain program operations (local, in-kind, community foundations, millage, Child Care Fund, opioid settlement funds, program income, federal grants etc.)?:	No
Has the program applied for, but not yet received, additional funding from other sources (local, in-kind, community foundations, millage, Child Care Fund, opioid settlement funds, program income, federal grants etc.)?:	No

Current Funding Sources

Funding Source	If Other, Please Describe	Budget Category	Expense Description	Start Date	End Date	Amount Received	Describe any Spending Restrictions

No Data for Table

Prospective Funding Sources

Funding Source	If Other, Please Describe	Budget Category	Expense Description	Expected Award Date	Start Date	End Date	Amount Requested	Describe any Spending Restrictions

No Data for Table

State Funded Budget

Personnel

Name	Position	Rates	Request	Other Grant Or Funding Source	Local Cash Contribution	Local In-Kind Contribution	Total

No Data for Table

Personnel

Describe the personnel costs (i.e., wages) associated with the proposed project.

None

Fringe Benefits

Types of Fringe Benefits to be Claimed	Request	Other Grant Or Funding Source	Local Cash Contributions	In-Kind Contributions	Total

No Data for Table

Fringe Benefits

Describe in detail each fringe benefit amount. If you are requesting funds in the ?Other? category, include a detailed description of those expenses.

None

Contractual

Service to be Provided	Contractor(s)	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In-Kind Contribution	Total	Subrecipient/Contractor
Drug screen	Harbor Hall	$18	$8,640.00	$0.00	$0.00	$0.00	$8,640.00	Contractor

SCRAM	Total Court	Varies	$9,000.00		$0.00	$0.00	$0.00	$9,000.00 Contractor
			$17,640.00		**$0.00**	**$0.00**	**$0.00**	

Contractual

Describe the contractual costs associated with the proposed project.

Drug Screen – Harbor Hall – $18 a screen/once a week/10-20 partic. = $180/$360 month for 24 months = $4320/$8640
SCRAM – Total Court Services – $7.50/$10 daily for 90 total days = $675/$900 per new def. w/ approx. 10+ new def. = $6750/$9000

Supplies

Type of Supply	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In-Kind Contribution	Total
Gift cards/phase advancement celebrations/	varies	$3,372.00	$0.00	$0.00	$0.00	$3,372.00
		$3,372.00	**$0.00**	**$0.00**	**$0.00**	

Supplies

Describe the supply costs associated with the proposed project.

Gift cards up to $50, treats for gradutation/phase advancement from local bakery (could be boxes of donuts, cake, specifically requested entrees and coffee).
20 ($50) gift cards = $1000, approx. $50 gradutation/phase advancement treats = $3372

Travel and Training

Type of Travel or Training	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In-Kind Contribution	Total

No Data for Table

Travel and Training

Describe the travel and training costs associated with the proposed project.

None

Total Budget

Budget Category	Request	Other Grant or Funding Sources	Local Cash Contributions	In-Kind Contributions	Total Cost
Total	$21,012.00	$0.00	$0.00	$0.00	$21,012.00

EMMET COUNTY - Board of Commissioners
November 9, 2026

DPW - 2027 Clean Sweep Grant

SUMMARY:

Each year, the Department of Public Works (DPW) receives a Clean Sweep Grant from the Michigan Department of Agriculture and Rural Development (MDARD) to cover pesticide collection and disposal costs associated with Household Hazardous Waste (HHW) events. The 2027 grant amount is $7,000, covering the period of October 1, 2026, through September 30, 2027.

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Eligible costs include pesticide disposal (up to $1.65 per pound), waste hauler fees, onsite vendor handling and labor costs, packaging materials, transportation costs, and HAZWOPER training registration fees for up to two employees, not to exceed the maximum grant amount of $7,000.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve the attached grant agreement for the 2027 Clean Sweep Program, and authorize the County Administrator to sign the attached items on behalf of the Board of Commissioners. (if removed from Consent Agenda)

VOTE:

Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

County of Emmet FY27 Clean Sweep Grant.pdf

GG 270000000533

Grant Agreement

Regarding the

Clean Sweep Program

Between the

Michigan Department of Agriculture and Rural Development

and

County of Emmet, Department of Public Works

Michigan Department of Agriculture and Rural Development
Grant Agreement
Clean Sweep Program

By authority granted under Act No. 21 of the Public Acts of 2026, the Michigan Department of Agriculture and Rural Development, (hereinafter the “Grantor” or “Department”) hereby agrees to provide the County of Emmet, Department of Public Works (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The total amount of grant assistance hereby offered is $7,000.00.

The grant project period is from start date of October 1, 2026 through end date of September 30, 2027.

The GRANTEE is expected to complete the grant project within the project period. If the project is not completed within the initial grant period, the DEPARTMENT may consider an extension. The GRANTEE should notify the Grant Administrator as soon as it becomes clear that additional time is needed, but never less than 60 days before the expiration of the project period. All extension requests must be submitted in writing before the grant’s expiration date. Extensions to the project period are at the discretion of the DEPARTMENT and may be made only by an amendment to this Agreement. Approval is not guaranteed.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the DEPARTMENT's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

GRANTEE accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein. The GRANTEE agrees to be bound by all terms and conditions within this grant agreement and understands that noncompliance may lead to cancellation of the award, and may obligate the GRANTEE to repay all or a portion of the grant funds, regardless of whether such funds have already been expended.

As a precondition to the execution of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT within 60 days of the date the Agreement is issued, or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

All reports, documents, or actions required of the GRANTEE shall be submitted to the grant administrator contact below.

GRANT TITLE: Clean Sweep Program

GRANTEE/ADDRESS:

MacKenzie Myers
County of Emmet, Department of Public Works
200 Division Street
Petoskey, Michigan 49770
Phone: 231-348-0640
E-mail: mmyers@emmetcounty.org

GRANTEE SIGMA ADDRESS

County of Emmet, Department of Public Works
200 Division Street
Petoskey, Michigan 49770

GRANT ADMINISTRATOR/ ADDRESS:

Stacy Smith
Michigan Department of Agriculture and Rural Development
P.O. Box 30017
Lansing, Michigan 48909
Phone: 517-930-1223
E-Mail: smiths58@michigan.gov

PROGRAM ADMINISTRATOR/ADDRESS:

Thomas Lawrence
Michigan Department of Agriculture and Rural Development
PO Box 30017
Lansing, Michigan 48909
Phone: 989—239-0229
E-mail: lawrencet9@michigan.gov

TOTAL AUTHORIZED BUDGET $7,000.00

GRANT NUMBER: 270000000533

ACCOUNTING TEMPLATE: 7917FWMR

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

E-SIGNED by Dave Boyer
on 2026-11-02 12:12:09 EST

_____
Dave Boyer
County of Emmet, Department of Public Works

_____
Michael Alexander, Director
Conservation and Stewardship Division

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

GRANTEE shall retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. GRANTEE shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The GRANTEE agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

The DEPARTMENT reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The GRANTEE is solely responsible for all contractual activities performed under this Agreement. Further, the DEPARTMENT will consider the GRANTEE to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the GRANTEE in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required. Any breach of this agreement by a consultant, contractors, subcontractors, associate, or other personnel employed by or otherwise used by GRANTEE will be considered a breach by GRANTEE.

C. Grant Changes

The GRANTEE must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of $1,000 or more.

D. Compliance

The GRANTEE and GRANTEE's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and

shall at all times carefully observe and comply with all rules, ordinances and regulations.

The GRANTEE agrees to obtain all necessary permits before commencement of the project. This Agreement shall not be construed to obligate the DEPARTMENT or any other agency to issue any permit required for the completion of the project. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits. The GRANTEE will retain a copy of all permits in the file and make them available to the DEPARTMENT upon request.

The GRANTEE affirms to have control of the project area through fee-simple title, lease or other recorded interest in the project area or written permission from the owner of the project area to complete project activities.

This Agreement shall not be construed to require the DEPARTMENT to operate or maintain or to contribute to the operation or maintenance of the project improvements and associated project activities that are the subject of this Agreement for the course of the expected useful life.

The GRANTEE is solely responsible for the operation and maintenance of the project activities that are the subject of this Agreement and the actions of any employee or agent of the GRANTEE acting within the scope of their employment or agency.

E. Non-Discrimination Clause

In the performance of this grant, the GRANTEE agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The GRANTEE further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this covenant constitutes a breach under Section Q and may result in cancellation of the Grant Agreement, along with a requirement to repay the grant award in whole or in part

F. Unfair Labor Practices

The GRANTEE shall abide by Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq*.

G. Liability Insurance

The GRANTEE shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the GRANTEE's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Use of Material

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

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the GRANTEE or another person. The GRANTEE will only submit materials that the State can use in accordance with this paragraph.

J. Assignability

The GRANTEE shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party, entity, agency, group, or individual without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the GRANTEE and any subcontractor.

K. Iran Sanctions Act

By signing this Agreement the GRANTEE is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

L. Subcontracts

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

M. Anti-Lobbying

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the GRANTEE shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the GRANTEE shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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

N. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the GRANTEE's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

O. Cancellation

1.This Grant Agreement may be canceled, or reduced, by 30 day written notice by either party. If canceled, GRANTEE must provide a Final Report and invoice within 30 days of cancellation. All disallowed costs and overpayments shall also be returned by the GRANTEE within 30 days of cancellation. Additional repayment may be required as set forth below.

2. Upon 30 days written notice this Agreement may be cancelled or reduced by the DEPARTMENT as follows:

a. If the GRANTEE fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation, or the rules promulgated thereunder, or other applicable law or rules.

b. If the GRANTEE knowingly and willingly presents false information to the DEPARTMENT for the purpose of obtaining this Agreement, for any reporting requirement pursuant to this agreement, or for any payment under this Agreement.

c. If the DEPARTMENT finds that the GRANTEE, or any of the GRANTEE's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

d. If the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register of persons engaging in unfair labor practices that are compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

e. If any of the funds issued under this award are used for a purpose other than what has been approved for this program

e. During the 30-day written notice period, the DEPARTMENT shall withhold payment for any findings under subparagraphs a through d, above and the GRANTEE will immediately cease charging to the grant and stop earning match for the project.

f. If the DEPARTMENT chooses to terminate the grant due to department changes, budget changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, all costs incurred by the GRANTEE between the grant cancellation or reduction notice, and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the DEPARTMENT prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

3. Immediately and without further liability to the DEPARTMENT, this Agreement may be cancelled or reduced by the DEPARTMENT if the GRANTEE, or any agent of the GRANTEE, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

c. Convicted under state or federal antitrust statutes;

d. Convicted of any other criminal offense that, in the sole discretion of the DEPARTMENT, reflects on the GRANTEE's business integrity; or

e. Added to the federal or state Suspension and Debarment list.

4. If the grant is cancelled or reduced, the DEPARTMENT reserves the right to require the GRANTEE to repay all or any portion of the funds received under this Agreement, regardless of whether such funds have already been expended. DEPARTMENT further reserves the right to require GRANTEE to dispose of property acquired using grant funds.

P. Breach

Failure of the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

Cancel this Agreement; and/or

Withhold and/or cancel future payments to the GRANTEE under this Agreement or any other grant projects administered by DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

Withhold action on all pending and future grant applications submitted by the GRANTEE ; and/or

Require repayment of grant funds paid to the DEPARTMENT regardless of whether such funds have already been expended; and/or

Require disposition of any property acquired using grant funds, as outlined further in Special Terms and Conditions; and/or

Require specific performance of the Agreement.

In the event the DEPARTMENT no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the DEPARTMENT may cancel or reduce the grant by giving the GRANTEE written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the GRANTEE between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the DEPARTMENT prior to their incurrence. No costs shall be allowed after the grant has been cancelled. The State, it's departments, its agents and employees are not liable for any costs to the GRANTEE that result from cancellation of the grant.

Q. Closeout

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

The GRANTEE shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

R. Electronic Funds Transfer

The GRANTEE must be a registered vendor with the State of Michigan SIGMA Vendor Self Service (VSS) system to receive payments. The grantee must register to receive payments by EFT at the SIGMA Vendor Self Service web site (www.michigan.gov/SIGMAVSS)

S. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The purpose of this grant is to provide funding support for pesticide collection and disposal. Pesticides for the purpose of this grant include conventional pesticides - herbicides, insecticides, fungicides, and rodenticides. Pesticides do not include the category of antimicrobials (disinfectants, bleaches sanitizers, etc.).

B. Statement of Work

1. The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan including those residing outside the grantee's county/jurisdiction.

2. End-users of pesticides shall not be charged for disposal costs for those billed to this grant.

3. User fees, when charged, shall be charged uniformly without regard to the residence of the end user or the amount of pesticide presented for disposal.

4. MDARD should be notified before a site accepts a large quantity (500 lbs or greater) of pesticide product for disposal from an individual/farm/household. The end-user should supply, to the extent possible, a list of products offered for disposal with respective estimated weights.

5. Agribusinesses may present pesticides for disposal with advanced approval from the Grantee and the Grantor. The business must submit a detailed inventory listing amounts of pesticides collected by EPA Registration Number, weight, and volume.

6. The Grantee is responsible for reporting the weight of pesticides and the tare weight of barrels, flex bins, packaging, and other containers and materials used to package pesticides for disposal. The Grantee will clarify in the contract with their disposal vendors to collect this information, as necessary.

The Grantee agrees to perform and record all work activities as defined in the Special Terms and Conditions.

C. Budget

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Costs may include:

- Pesticide disposal (reimbursement not to exceed $1.65 per pound)
- Waste hauler fees

- On-site vendor handling and labor costs
- Packaging materials
- Transportation costs
- HAZWOPER 24 hour or 8 hour training - registration fee only, for up to two employees

The budget may not exceed $7,000.00.

D. Reimbursement and Payment Schedule

The DEPARTMENT will make payment to the GRANTEE as follows:

Payments will be made available upon receipt of reports as defined in Section II.F.

Grantee will be reimbursed for the disposal costs of pesticides and associated expenses, up to the amount supported on disposal vendor invoices.

Significant progress toward meeting the deliverables must be achieved to receive payments.

The DEPARTMENT will pay the GRANTEE a total amount not to exceed $7,000.00 in accordance with this Grant Agreement and any associated terms and conditions. Any cost overruns incurred to complete the project activities called for by this Agreement shall be the sole responsibility of the GRANTEE.

E. Audit and Access to Record

The DEPARTMENT reserves the right to conduct a programmatic and financial audit of the project and may withhold payment until the audit is satisfactorily completed. The DEPARTMENT may review the adequacy of the financial management/reporting system during or at any time subsequent to the award.

The GRANTEE will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State.

The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The GRANTEE will provide proper facilities for such access and inspection.

Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of seven years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples

of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.
the MDARD RC, prior to or at the time of the execution of this grant agreement.

F. Reporting

The Grantee shall submit program data and requests for reimbursement to MDARD-BES-Grants@michigan.gov with a copy to the program manager at LawrenceT9@michigan.gov.

1. Requests for reimbursement are due quarterly:

   - January 15, 2027
   - April 15, 2027
   - July 15, 2027
   - October 5, 2027

   Requests may be submitted more frequently as collection events occur.

   If there is no program activity to report for a quarter, the Grantee must notify the Grantor via MDARD-BES-Grants@michigan.gov and LawrenceT9@michigan.gov.

   The final billing must be submitted no later than October 5, 2027. If a vendor invoice(s) for final collection is not yet available, an estimate of final costs, based on pounds collected, must be submitted by this date.

2. Each request for reimbursement shall include:

   a. MDARD Clean Sweep Request for Reimbursement Form itemizing reimbursement for each collection site.

   b. Itemized vendor invoices with pesticide line items clearly identified. The vendor invoices shall summarize the total tare weight of pesticides collected and the weight of containers and packaging used by the vendor to dispose of pesticides.

   c. A summary of the types and amounts of pesticides collected by EPA Registration Number, weight, and volume if collecting from a business.

   d. Hazardous waste transportation manifest.

Failure to submit the required documents and reports in a timely manner may jeopardize grant reimbursements and status.

G. Real Property, Equipment, Supplies, and Intangible Property

1. Equipment, real property, supplies, intangible property, and property of all types (property) acquired by funds issued under the grant award are subject to the following conditions:

a. Must be used for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.

b. While being used for the originally-authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests without the approval of the DEPARTMENT.

c. When acquiring replacement equipment, the recipient or subrecipient may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

d. Any disposition must be in accordance with disposition instructions from the DEPARTMENT.

2. Management requirements. Regardless of whether property is acquired in part or its entirety under the grant award, the recipient or subrecipient must manage all property (including replacement equipment) utilizing procedures that meet the following requirements:

a. Property records must include a description of the property, a serial number or another identification number, the source of funding for the property, the title holder, the acquisition date, the cost of the property, the percentage of the grant award contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property, if sale or disposition is allowed under this grant. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property.

b. A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years.

c. A control system must be in place to ensure safeguards for preventing property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated. The recipient or subrecipient must notify the DEPARTMENT of any loss, damage, or theft of equipment that will have an impact on the program, or that is in excess of $10,000.

d. Regular maintenance procedures must be in place to ensure the property is in proper working condition.

e. If the recipient or subrecipient is authorized by the DEPARTMENT or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.

3. Disposition. When property acquired under this award is no longer needed for the original project, program, or for other activities currently or previously supported by a DEPARTMENT grant award, or if the grant award is cancelled, the recipient or subrecipient must request disposition instructions from the DEPARTMENT. If approved, disposition of the property will be made as follows, in accordance with DEPARTMENT disposition instructions:

a. Property with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the DEPARTMENT.

b. Property with a current fair market value in excess of $10,000 (per unit) may be retained or sold by the recipient or subrecipient. However, the DEPARTMENT is entitled to an amount calculated by multiplying the percentage of the grant award towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, DEPARTMENT may permit the recipient or subrecipient to retain, from the DEPARTMENT's share, $[1,000/500/250] of the proceeds to cover expenses associated with the selling and handling of the equipment, if such expenses are demonstrated to the DEPARTMENT satisfactorily.

c. In cases where a recipient or subrecipient fails to take appropriate disposition actions, a recipient or subrecipient will be considered to have retained the property and DEPARTMENT will be entitled to an amount as described above.

H. Other Sources of Funding

The GRANTEE agrees to notify the DEPARTMENT immediately if funding for the same or a substantially similar project is received from another source and to cease all activity under this Agreement until the difference in scope between projects is identified and agreed upon by all parties.

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

EMMET COUNTY - Board of Commissioners
November 9, 2026

Total Court Services

SUMMARY:

Emmet County is requesting approval of a Product & Services Agreement with TCS Holding Company, LLC, d/b/a Total Court Services (TCS) for court-ordered monitoring, testing, and related defendant services utilized by District Court, Circuit Court, Probate Court, and Community Corrections. Services available under the agreement include remote breath alcohol monitoring, SCRAM continuous alcohol monitoring, drug testing, CourtFact software and mobile applications, and GPS monitoring. Costs vary depending on the services ordered and actual usage.

The new agreement continues the electronic monitoring services currently provided by Total Court Services and adds additional service options, including expanded drug testing services and GPS monitoring through Omnilink. The pricing for the primary electronic monitoring services currently utilized by the County has remained unchanged since the original agreement was approved in 2020.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve the Products & Services Agreement with TCS Holding Company, LLC, d/b/a Total Court Services for court-ordered monitoring, testing, and related services, and authorize the County Administrator to sign the agreement.

VOTE:

Roll Call (if removed from Consent Agenda)

ATTACHMENTS:

ECCC - TCS - Agreement Packet - 1026 - Final Revision.pdf

MEMORANDUM OF UNDERSTANDING

TCS HOLDING COMPANY, LLC d/b/a TOTAL COURT SERVICES ("TCS") and **EMMET COUNTY** through its **COMMUNITY CORRECTIONS DEPARTMENT**("AGENCY") hereby agree to the following terms and conditions ("AGREEMENT"):

1. **EFFECTIVE DATE**. The effective date of this AGREEMENT shall be the earlier of the following: (a) 10/1/2026, (b) the date of last signature set forth below, or (c) the date upon which TCS ships equipment and/or provides access to any platform in good faith reliance on AGENCY's signature below. The term of this AGREEMENT shall be for a period of two (2) years from the effective date of this AGREEMENT and shall be renewed for three successive one-year periods unless terminated by a party set forth below ("TERM").
2. **COMMUNICATIONS**. All written and electronic communications that may be required under this AGREEMENT shall be remitted using the following contact information:
   a. **IF TO TCS:**
      J. Robert Hawkins
      711 E. 4th Street, Suite 1
      Royal Oak, MI 48067,
      robh@totalcourtservices.com
      Fax: 248-721-9240
   b. **IF TO AGENCY:**
      Nichole Scott, Emmet County Community Corrections
      200 Division Street
      Suite G24
      Petoskey, MI 49770
      nscott@emmetcounty.org
      Fax: 231-348-0681
3. **EQUIPMENT**. From time to time TCS will provide certain equipment to AGENCY during the TERM of this AGREEMENT, as more particularly detailed on one (1) or more separate written schedules prepared by TCS and signed by both parties, which schedules will set forth the quantities, corresponding fees, and any additional terms and conditions for the rental and use of said equipment (each hereinafter a "SCHEDULE" and collectively the "SCHEDULES"). All such SCHEDULES shall be deemed an addendum to this AGREEMENT. This provision does not entitle AGENCY to any installation services for the equipment, as all such installation services are the obligation of AGENCY.
4. **TERMINATION**. This AGREEMENT may be terminated by either party upon not less than thirty (30) days' prior written notice to the other party. Written notice may be given to TCS by use of the communication protocol described in Section 2a or to AGENCY by use of communication protocol described in Section 2b. Upon termination, all equipment provided by TCS shall be returned to TCS (at the expense of AGENCY) within fourteen (14) days, and all fees and costs due TCS from AGENCY shall be paid in full.
5. **SOFTWARE**. During the TERM, TCS will provide AGENCY with unlimited access to any software or web-based platform necessary or optional for the purposes of effectively operating the equipment. This provision does not entitle AGENCY to access any of TCS's private or confidential information, trade secrets, or other proprietary information. Further, this provision is not a software license and does not entitle AGENCY to any SAAS platform or other web-based services that TCS or its affiliates sell under separate contract, including, without limitation, the CourtFact online and mobile platforms.
6. **COMPETITIVE PRODUCTS**. AGENCY and any other entity under common control by, of, or with AGENCY shall not use or promote, directly or indirectly, competitive products during the TERM. Competitive products include products or services which perform the same or similar function as the equipment or services provided hereunder. "Common control" means direct or indirect ownership or control of more than 50% of the voting interests, management authority, or decision-making power of an entity, whether through ownership, contract, or otherwise.
7. **USE OF PRODUCTS**. AGENCY will not conduct any technology demonstrations without first notifying TCS of such a demonstration at least three (3) business days prior to the demonstration date. AGENCY must permit TCS to participate in any and all technology demonstrations involving use of TCS equipment. AGENCY shall not conduct any such demonstrations without TCS unless and until AGENCY is adequately trained, as determined by TCS in its sole discretion.
8. **PAYMENTS**. All equipment fees and monitoring fees shall be due and payable in full within 30 days of invoice. Invoices will be issued on or about the 5th of each month by TCS. Failure to pay an invoice within 30 days may result in the cessation of all monitoring services and the de-installation of all monitored equipment. The AGENCY will remain liable for all incurred charges until monitoring ceases. Payment for any lost equipment will be required on the following monthly invoice. Payment shall be in the form of a check or electronic funds transfer. TCS may charge AGENCY a late fee of 5% of the unpaid amount of an invoice, for invoices that are not timely paid. TCS reserves the right to add up to a 3% processing fee for any payment made by credit or debit card.

9. **AMENDMENT**. This AGREEMENT may not be amended, changed or modified in any way except by a written instrument signed by both parties to this AGREEMENT. All SCHEDULES shall be deemed a part of and included in this AGREEMENT.
10. **AUTHORITY**. The individuals executing this AGREEMENT represent and warrant that they are duly authorized to act on behalf of their respective entities, and that they are authorized to sign this AGREEMENT (and any SCHEDULES).
11. **BINDING EFFECT**. This AGREEMENT shall be binding upon the successors and assignees of the parties hereto. This AGREEMENT shall not be assigned in whole or in part by AGENCY without the prior written consent of TCS.
12. **SEVERABILITY**. In the event that any provision of this AGREEMENT shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitrator's decision, such unenforceability or invalidity shall only apply to such provision and shall not render this AGREEMENT unenforceable or invalid as a whole; and, in such event, such provision shall be modified or interpreted so as to best accomplish the objective of such unenforceable or invalid provision within the limits of applicable law or applicable court decision and the manifest intent of the parties hereto.
13. **COURT SUPPORT**. TCS will aid the AGENCY in the preparation of documents and additional analysis of potential client violations if requested pertaining to court proceedings for a client who is or was being monitored by the AGENCY. Further, TCS will provide, at its discretion, live telephonic or video testimony for court proceedings at no additional cost, except where explicitly described elsewhere in this AGREEMENT (including in any SCHEDULE), provided that the AGENCY provides a minimum of two (2) weeks' prior written notice to TCS so that TCS can properly prepare for such proceedings. If one (1) or more TCS staff members and/or providers are required to be present for the proceedings, whether by subpoena, informal request, or other notification, TCS in its sole discretion, may charge to the AGENCY any fees related to the in-person support for any and all individuals required to appear, including but not limited to: appearance fees, travel, lodging, food, mileage, airfare, vehicle rental, parking or other related costs for the appearance.
14. **ENTIRE AGREEMENT**. This AGREEMENT (including its SCHEDULES) constitutes the entire and integrated understanding and agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous written or oral statements, exchanges, agreements, understandings, promises, arrangements, and/or negotiations between the parties. The parties further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this AGREEMENT but not included herein shall not be considered in any way in the interpretation and application of this AGREEMENT and shall not in any way affect the rights and obligations of the parties hereto.
15. **CONSTRUCTION**. This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing that instrument to be drafted.
16. **GOVERNING LAW**. This AGREEMENT shall be construed and enforced according to the laws of the State of Michigan, regardless of any conflicts of law principles.
17. **ARBITRATION**. Any dispute, claim, or controversy arising out of or relating to this AGREEMENT may be resolved by non-binding arbitration administered by the American Arbitration Association, before a single arbitrator, in accordance with its Commercial Arbitration Rules. If agreed to by the parties, the arbitration shall be conducted in Emmet County or Oakland County Michigan.
18. **COUNTERPARTS ACCEPTABLE**. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Further, this AGREEMENT may be signed and delivered by the parties via electronic means and electronic transmission, and all electronically signed and transmitted copies of this Agreement, including, without limitation, and all PDF file copies of this signed Agreement shall be deemed originals.
19. **LIMITATION OF LIABILITY**. In no event shall either party have any liability to the other party or to any third party for any incidental, consequential, special, punitive, speculative or exemplary damages for breach of this AGREEMENT, violation of statute, or based upon a claim or tort (including but not limited to negligence, fraud, warranty or strict liability), including, without limitation, damages for loss of income, lost profits, business interruption, or loss of goodwill, irrespective of whether the party has advance notice of the possibility of such damages.
20. **INDEMNIFICATION AND INSURANCE.** TCS shall indemnify, defend and hold AGENCY harmless for claims, demands, judgments, settlements, costs and expense arising out of the acts or omissions of its employees and agents in performing services under this AGREEMENT. During the term of the AGREEMENT TCS shall procure and maintain insurance as described in the attached and incorporated Exhibit I.

IN WITNESS WHEREOF, the authorized parties have executed this Memorandum of Understanding on the date(s) set forth below.

AGENCY:	**TCS:**
EMMET COUNTY COMMUNITY CORRECTIONS	TCS Holding Company, LLC d/b/a Total Court Services
Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

SCHEDULE B
REMOTE BREATH MONITORING SYSTEM (BREATH ALCOHOL)
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE B** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **EMMET COUNTY through its COMMUNITY CORRECTIONS DEPARTMENT** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   a. **EQUIPMENT**. TCS agrees to furnish AGENCY with Remote Breath Monitoring System (Breath Alcohol) devices, power supplies, storage cases, batteries, tubes, tool sets, and any other necessary and consumable components required to operate a Breath Alcohol program in accordance with the pricing contained in this SCHEDULE.
   b. **SOFTWARE**. TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   c. **SHIPPING**. TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   d. **DELIVERY & STOCK**. TCS agrees to provide a reasonable supply of surplus stock of all components necessary to operate a Breath Alcohol program at no additional cost to the AGENCY.
   e. **SHELF ALLOWANCE.** AGENCY is granted a maximum of 20% or 20 units—whichever is fewer—as spare units for its shelf allowance. Shelf allowance is factored by taking 20% of the units in use based on daily average for the month and multiplying by 20%. TCS reserves the right to adjust this calculation at its sole discretion.
   f. **MODE OF PRICING**. TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days' written notice. Options and costs are as follows:

Daily Rate:	$4.25/unit/day of use
Surplus of Shelf Allowance:	$1.50/unit/day of surplus
Ethernet connector:	$25/unit, no daily charge
Alert Resolution:	25¢/unit/day of use

Costs for Lost Equipment, Equipment Damaged Beyond Use, or Equipment Held as Evidence:

Breath Device:	$1200
Storage Case:	$50
Ethernet Connector:	$25
Power Supply:	$25

2. **SERVICES**
   a. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   b. **EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at approximately annual intervals.
   c. **ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. <u>OTHER SPECIAL TERMS</u>

a. AGENCY will disclose to TCS prior to the close of each month, which clients were monitored using AGENCY owned equipment. Billing credits will be issued for each of those clients' monitored days to be equal to the Daily Rate (AGENCY Owned) cost as outlined in this SCHEDULE Section 1e.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

SCHEDULE C
SCRAM CONTINUOUS ALCOHOL MONITORING (CAM)
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE C** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **EMMET COUNTY through its COMMUNITY CORRECTIONS DEPARTMENT** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   - **a. EQUIPMENT**. TCS agrees to furnish AGENCY with SCRAM Continuous Alcohol Monitoring (CAM) bracelets, base stations, cellular modems, power supplies, batteries, straps, clips, tool sets, and any other necessary and consumable components required to operate a CAM program in accordance with the pricing contained in this SCHEDULE.
   - **b. SOFTWARE**. TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   - **c. SHIPPING**. TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   - **d. DELIVERY & STOCK**. TCS agrees to provide a reasonable supply of surplus stock of all components necessary to operate a CAM program at no additional cost to the AGENCY.
   - **e. SHELF ALLOWANCE.** AGENCY is granted a maximum of 20% or 20 units—whichever is fewer—as spare units for its shelf allowance. Shelf allowance is factored by taking 20% of the units in use based on daily average for the month and multiplying by 20%. TCS reserves the right to adjust this calculation at its sole discretion.
   - **f. MODE OF PRICING**. TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days' written notice.

     Options and costs are as follows:

Daily Rate (Bracelet only - TCS Owned):	$7.00/unit/day of use
Daily Rate (Bracelet only - AGENCY Owned):	$5.00/unit/day of use
Daily Rate (Bracelet & Base Station - TCS Owned):	$8.00/unit/day of use
Daily Rate (Bracelet & Base Station - AGENCY Owned):	$5.00/unit/day of use
Daily Rate (Bracelet & Base Station + Ethernet - TCS Owned):	$8.50/unit/day of use
Daily Rate (Bracelet & Base Station + Ethernet - AGENCY Owned):	$5.50/unit/day of use
Daily Rate (Bracelet & Base Station + WiFi/Cell - TCS Owned):	$10.00/unit/day of use
Daily Rate (Bracelet & Base Station + WiFi/Cell - AGENCY Owned):	$6.00/unit/day of use
Alert Resolution (Optional):	25¢/unit/day of use

     Costs for Lost Equipment and Equipment Damaged Beyond Repair (TCS Owned):

CAM Bracelet:	$1200
Landline/Ethernet Base Station:	$400
Cellular/Wifi Base Station:	$700
Base Station Power Supply:	$10
Cell Base Station Power Supply:	$25

2. **SERVICES**
   - **a. TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   - **b. EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at approximately annual intervals.
   - **c. ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. <u>OTHER SPECIAL TERMS</u>

- **a.** AGENCY will disclose to TCS prior to the close of each month, which clients were monitored using AGENCY owned equipment. Billing credits will be issued for each of those clients' monitored days to be equal to the Daily Rate (AGENCY Owned) cost as outlined in this SCHEDULE Section 1e.
- **b.** Optional Curfew/House Arrest functionality is included at no additional cost to the AGENCY regardless of TCS owned or AGENCY owned equipment is used.
    - **i.** Standard or WiFi/Cell Base Station is required in order to activate Curfew/House Arrest functionality.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

SCHEDULE D
DRUG TESTING
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE D** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between TOTAL COURT SERVICES, (TCS) and EMMET COUNTY through its COMMUNITY CORRECTIONS DEPARTMENT (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & USE OF PRODUCTS**
   a. **EQUIPMENT**. TCS agrees to furnish AGENCY with a number of drug testing devices requested and any other necessary and consumable components required to operate a Drug Testing program in accordance with the pricing contained in this SCHEDULE.
   b. **SOFTWARE**. TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided testing devices for which a cost may be associated pursuant to other SCHEDULES contained in this AGREEMENT. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   c. **SHIPPING**. TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary the AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   d. **MODE OF PRICING**. TCS shall charge a per test fee for only those pieces the AGENCY requires on an interval determined by the AGENCY. TCS shall provide laboratory services through one of its laboratory partners. The AGENCY agrees to purchase the number of devices requested in advance of use in accordance with the payment terms set forth in this AGREEMENT. Additionally, any laboratory fees will appear on the AGENCY's monthly services invoice in accordance with the payment terms set forth in this AGREEMENT. TCS charges for laboratory services based on the number of samples indicated shipped, to be shipped, and/or awaiting results in the applicable software platform provided by TCS in accordance with Section 1b of this SCHEDULE. It is understood that the various fees and prices indicated in Section 2 of this SCHEDULE may be changed in the future with 30 days' written notice by TCS to the person or persons indicated in this AGREEMENT.
2. **PRICING**

Each product has a Minimum Order Quantity (MOQ) of 100 units per order. TCS reserves the right to substitute the listed devices for those of multiple manufacturers based on availability and required order timelines.

   a. **Urine Instant Screening Cups** (See Table 1 for detailed information)**:**
      15-Panel Urine Screening Cup: $5.50/unit
      13-Panel Urine Screening Cup: $5.00/unit (Option a)
      13-Panel Urine Screening Cup: $5.50/unit (Option b)
      12-Panel Urine Screening Cup: $5.00/unit
      9-Panel Urine Screen Cup: $5.00/unit (Option a)
      9-Panel Urine Screen Cup: $5.00/unit (Option b)
      9-Panel Urine Screen Cup: $4.75/unit (Option c)
   b. **Urine Instant Screening Dips:**
      Kratom Urine Screening Dip: $5.50/unit
      Fentanyl Urine Screening Dip: $5.00/unit
      EtG Urine Screening Dip: $2.50/unit
      Adulterant Urine Screening Dip: $1.75/unit
   c. **Oral Fluid Screening Devices** (See Table 1 for detailed information)**:**
      10-Panel Oral Screening Device: $9.00/unit (Device is <u>not</u> compatible for lab sampling)
      Quantisal Lab Collection Device: $3.00/unit

d. Confirmation of Individual Substances in Urine or Oral Samples:

Single Substance Confirmation: $25.00/instance (Common Drugs)

6-Mono Acetyl Morphine (6-MAM), Amphetamines (AMP, mAMP, MDMA), Barbiturates (BAR), Benzodiazepines (BZO) , Buprenorphine (BUP), Cocaine (COC), Dextromethorphan (DXM), Ethyl Glucuronide (EtG), Methadone (MTD), Opiates (OPI), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX), Tetrahydrocannabinol (THC), Tramadol (TRA), Tricyclic Antidepressants (TCA)

Fentanyl (Standard): $35.00/Instance
Fentanyl (Premium): $50.00/Instance
Synthetic Cannabinoids (Standard): $35.00/Instance
Synthetic Cannabinoids (Premium): $50.00/Instance
Kratom Confirmation: $50.00/Instance
Gamma Hydroxybutyric Acid: $50.00/Instance
Ketamine: $50.00/Instance
Gabapentin Confirmation: $125.00/Instance
Lysergic Acid Diethylamide: $15.00/instance (Screen Only)

Table 1

Substance	15-Ur	13-Ur a	13-Ur b	12-Ur	9-Ur a	9-Ur b	9-Ur c	10-Oral
pH	X				X	X		
SG	X				X	X		
OX	X				X	X		
CR	X				X	X		
6-MAM	10							
AMP	500	1000	1000	1000		1000		50
BAR		300		300				
BUP	10	10	10	10	10	10	10	5
BZO	300	300	300	300	300	300	300	30
COC	150	300	300	300	150	300	150	20
ETG	500		500	500	500	500		
FEN	20		20					100
K2	20						20	
MAMP	500	1000	1000	1000	1000	1000	500	50
MDMA	500		500				500	
MOP	300		300		300	300	300	
MTD	300	300	300	300	300			
OPI		2000		2000				40
OXY	100	100	100	100		100	100	20
PCP		25		25	25			10
PPX		300						
TCA		1000						
THC	50	50	50	50	50	50	50	25
TRA	200		200					

Values indicated are cutoff levels at ng/ml of sample. Periodically, cutoff levels may be modified without TCS' knowledge.

e. Other Charges for Related Services (Urine & Oral Fluid Testing):

Problem Specimen: $50.00/Instance (Insufficient sample or Chain of Custody issues)
Shipping to Laboratory: $20.00/Instance (If less than five samples shipped in one package)
Specimen Retrieved from Storage: $20.00/Instance
Laboratory Affidavit: $100.00/Instance
Telephonic or Web Testimony: $250.00/Instance
In-Person Testimony: $700.00/day (Plus any travel related expenses)

f. PharmChem Drugs of Abuse Sweat Patch

PharmChek Sweat Patch Kit (Standard): $99.00/unit

Includes: Amphetamines (AMP), Cocaine (COC), Methamphetamine (mAMP), Opiates (OPI), Phencyclidine (PCP), Marijuana (THC), Hydrocodone, Hydromorphone

PharmChek Sweat Patch Kit (Expanded): $139.00/unit

Includes: Standard Panel substances plus, Oxycodone, Oxymorphone (OXY), Fentanyl (FEN), Benzodiazepines (BZO), Buprenorphine (BUP), Methadone (MTD)

- **i.** PharmChek Sweat Patch Kit includes collection patch; adhesive overlay; application and removal instruments, and other necessary consumables; packaging, shipping supplies, and paid shipping label; and lab services for panel specified by AGENCY upon order.
- **ii.** AGENCY may select either Standard or Expanded panel and may not, until existing supply is exhausted, modify their order to the alternate panel other than upon new order.
- **iii.** TCS is not responsible for lost, damaged, or otherwise compromised supplies upon delivery of order. TCS in its sole discretion may replace certain components if notified timely of circumstances regarding specific situations.
- **iv.** A minimum order quantity (MOQ) of no less than five (5) units of any one selection from standard or expanded panels is required.

3. TRAINING AND CERTIFICATION REQUIREMENT

- **a.** AGENCY will complete the TCS required "Drug Testing Best Practices" curriculum within 60 days of execution of the AGREEMENT if any of the following are true:
  - **i.** AGENCY will be using CourtFact to process any component of their substance testing program, or
  - **ii.** AGENCY will be using TCS to supply laboratory services through any of its third-party vendors, or
  - **iii.** TCS provides any other support services other than the provision of devices and supplies.
- **b.** AGENCY is also permitted to participate in any of the live or recorded training courses on a voluntary basis in the event that none of the provisions in 3a are met.

4. SERVICES

- **a. TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
- **b. EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep any stock current and ensure use before any manufacturer imposed expiration dates.
- **c. ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

5. OTHER SPECIAL TERMS

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

SCHEDULE E4
COURTFACT SOFTWARE & MOBILE APPLICATION
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE E4** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **EMMET COUNTY through its COMMUNITY CORRECTIONS DEPARTMENT** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   - **a. SOFTWARE**. TCS agrees to furnish AGENCY with the CourtFact Cases software platform necessary for the operation of the CourtFact Client Mobile application. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time as dictated by their protocol.
   - **b. MODE OF PRICING**. TCS shall charge a monthly fee for each active module instance within the software platform for any minimum number of days within a calendar month on the schedule outlined below:

     Module Chargers:

Monthly Minimum:	$115.00 (to include up to 100 instances of individually used modules)
101-500 Module Instances:	$1.00ea
501-1,000 Module Instances:	$0.90ea
1,001-3,000 Module Instances:	$0.75ea
3,001-10,000 Module Instances:	$0.60ea
10,001+ Module Instances:	$0.50ea

     Data Charges:

500 Notifications & Data:	$15.00/month (Monthly Minimum if any data option is enable)
501 - 1,500 Notifications & Data:	$0.0300ea
1,501 - 2,500 Notifications & Data:	$0.0275ea
2,501 - 8,000 Notifications & Data:	$0.0250ea
8,001 + Notifications & Data:	$0.0200ea

     Data Charges are billed per instance after the minimum monthly charge, include any ratio of SMS text, email, or photos, are rounded up to the nearest full cent for billing purposes, and are subject to terms in Section 3.b.
2. **PHONE SYSTEM USAGE**
   - **a. STANDARD CLIENT PHONE SYSTEM**. TCS agrees to furnish AGENCY with use of a client phone system as an optional component of the CourtFact Cases Platform. This service allows for client check-in as well as standard module notifications if available. AGENCY is required to properly maintain the caseload operations within the software.
   - **b. MODE OF PRICING**. TCS shall charge for each call placed or received from and into the CourtFact platform on behalf of services provided to the AGENCY at the rate(s) outlined below:

Monthly Minimum:	$0.00 (No minimum is required for this service)
1 + Calls Placed or Received:	$0.05ea (To Direct Inward Dial - DID Phone Numbers)

   - **c. STANDARD DID PHONE NUMBER.** TCS will provide AGENCY access to any already established general DID phone number(s) as a component of the Call Center Services at no additional charge other than those listed in section 1b.
   - **d. UNIQUE DID PHONE NUMBER SETUP**. TCS will provide AGENCY with a unique DID phone number dedicated to the AGENCY as an option. The costs and fees for a unique DID phone number are:

Procurement & Setup:	$100.00 one-time per phone number
Maintenance:	$25.00 per phone number per month

   - **e. UNIQUE TOLL-FREE PHONE NUMBER SETUP**. TCS will provide AGENCY with a unique toll-free phone number dedicated to the AGENCY as an option. The costs and fees for a unique toll-free phone number are:

Procurement & Setup:	$150.00 one-time per phone number
Maintenance:	$25.00 per phone number per month
Additional Access Fee:	$0.01 per call (In addition to the costs outlined in section 1b.)

     - **i.** If AGENCY elects to use a toll-free phone number, all calls placed or received from and into the CourtFact platform will be charged at the toll-free rate regardless of which phone numbers are used.

3. **USAGE OF INTEGRATIONS**
    a. **ASSESSMENT OF COSTS.** TCS reserves the right to assess various costs and fees for the use of any integrations. In its sole discretion, TCS may waive, substitute, or combine those costs and fees with other services provided by TCS under this AGREEMENT.
4. **LIMITATIONS OF USE**
    b. **MODULES**. AGENCY is provided with unlimited use of all standard modules per client, per month. Standard modules are defined as the following features: Photo Capture Login, Facial ID Login, Events, Tracking, Check-In, Discussions, Broadcast, Financials, Reporting, and Screening.
    c. **DATA USAGE & NOTIFICATIONS**. AGENCY is provided with unlimited smartphone application push notifications. All other data usage and notifications are subject to the fees described in Section 1.b.
        i. Data Usage & Other Notifications includes SMS Text, email, and photos sent to or collected from clients.
        ii. Data Usage & Other Notifications can be used on any number of module instances, active clients and for any method described in Section 4.b.i.
        iii. Data Usage & Other Notifications cannot be reserved, transferred, or otherwise carried over to any other billing cycle, credited for future or past billing cycles, or used on module instances or clients other than those covered under this specific SCHEDULE.
5. **SERVICES**
    d. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
    e. **ON-SITE SERVICES**. TCS will provide staff to visit AGENCY's location in order to address any questions AGENCY personnel may have.
6. **CONFIDENTIAL INFORMATION**
    f. In connection with this AGREEMENT, TCS may furnish the AGENCY with software, user and training manuals, data, Client information, designs, drawings, plans, layouts, specifications, and other information provided by or on behalf of TCS that is exempt from disclosure under the Michigan Freedom of Information Act, 1976 PA 442, MCL 15. 231 et. seq. This information is proprietary and confidential to TCS. Confidential Information specifically includes all information accessed by the AGENCY and its employees via the software. Confidential Information may not be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means except as otherwise provided by law. AGENCY agrees not to disclose any confidential or proprietary information except as otherwise provided by law.
7. **OTHER SPECIAL TERMS**

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

SCHEDULE G
GLOBAL POSITIONING SYSTEM (GPS)
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE G** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **EMMET COUNTY through its COMMUNITY CORRECTIONS DEPARTMENT** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   - **a. EQUIPMENT**. TCS agrees to furnish AGENCY with Global Positioning System (GPS) bracelets, base stations, power supplies, batteries, straps, clips, tool sets, and any other necessary and consumable components required to operate a GPS program in accordance with the pricing contained in this SCHEDULE.
   - **b. SOFTWARE**. TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   - **c. SHIPPING**. TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   - **d. DELIVERY & STOCK**. TCS agrees to provide a reasonable supply of surplus stock of all components necessary to operate a GPS program at no additional cost to the AGENCY.
   - **e. SHELF ALLOWANCE.** AGENCY is granted a maximum of 20% or 20 units—whichever is fewer—as spare units for its shelf allowance. Shelf allowance is factored by taking 20% of the units in use based on daily average for the month and multiplying by 20%. TCS reserves the right to adjust this calculation at its sole discretion.
   - **f. MODE OF PRICING**. TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days' written notice. Options and costs are as follows:

Daily Rate:	$4.25/unit/day of use
24-Hour Monitoring Service:	$1.00/unit/day (Additional documentation required)
Surplus of Shelf Allowance:	$1.50/unit/day of surplus
Use of GPS Beacon:	$0.50/unit/day of use
On-Body Charging Device:	$200.00/unit (no daily cost)

     Costs for Lost Equipment, Equipment Damaged Beyond Use, or Equipment Held as Evidence:

GPS Bracelet:	$725
GPS Beacon:	$600
Replacement Strap:	$75
GPS Power Supply:	$40

2. **SERVICES**
   - **a. TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   - **b. EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at the appropriate intervals.
   - **c. ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. <u>OTHER SPECIAL TERMS</u>

a. AGENCY will disclose to TCS prior to the close of each month, which clients were monitored using AGENCY owned equipment. Billing credits will be issued for each of those clients' monitored days to be equal to the Daily Rate (AGENCY Owned) cost as outlined in this SCHEDULE Section 1e.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

SCHEDULE O
GLOBAL POSITIONING SYSTEM (GPS) WITH OMNILINK
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE O** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **EMMET COUNTY through its COMMUNITY CORRECTIONS DEPARTMENT** (AGENCY.) This SCHEDULE is incorporated y reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   - **a. EQUIPMENT**. TCS agrees to furnish AGENCY with Global Positioning System (GPS) bracelets by Omnilink (model OM500), beacons, power supplies, batteries, straps, clips, tool sets, and any other necessary and consumable components required to operate a GPS program in accordance with the pricing contained in this Schedule.
   - **b. SOFTWARE**. TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   - **c. PURPOSE.** TCS's provision of GPS to AGENCY is for the sole purpose of AGENCY's or its affiliate's use in monitoring the location of a Client or Clients (hereinafter individually referred to as a "Monitored Individual" and collectively as "Monitored Individuals"), and providing Virtual Call Center and notification services set forth below to notify AGENCY, a victim or other designee (whose phone number and/or email address has been properly entered and verified in the Platform by AGENCY for notification phone calls, text messages, or emails) of a potential infraction of a Monitored Individual. AGENCY is solely responsible for accurately and properly entering all data, information, parameters, phone numbers, and/or email addresses into the Platform for the GPS to operate as indented. AGENCY is also solely responsible for warning all victims and other designees that use of the GPS is not a substitute for them remaining vigilant to protect their personal safety, and that the GPS cannot be relied upon to ensure that a Monitored Individual will not be a threat to their personal safety and must require the participating victims to read, understand, and sign an acknowledgment of those limitations.
   - **d. SHIPPING**. TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   - **e. CONSUMABLE STOCK**. TCS agrees to provide a reasonable supply of surplus stock of all consumable components necessary to operate a GPS program at no additional cost to the AGENCY.
   - **f. SHELF ALLOWANCE.** AGENCY is granted a maximum of the fewest of 20% or 20 GPS as spare for its Shelf Allowance. Surplus of the Shelf Allowance may be subject to Shelf Fees in each billing period. The Shelf Allowance and Shelf Fees are described in Section 1g. Though TCS will make every effort to provide adequate spare GPS according to the maximum Shelf Allowance percentage identified in this Section, TCS reserves the right to limit spares in its sole discretion and the percentages identified are to act as a guide for absolute maximum Shelf Allowance and not to be construed as a mandated amount of spare GPS. Shelf Allowance and the various fees are factored using the following methodology:
     - **i.** The number of "active GPS days" in the billing period is totaled (counted as the total number of days in which any GPS was active)
     - **ii.** The number of "non-active GPS days" in the billing period is totaled (counted as days for GPS in the possession of the AGENCY, presumed possession of the AGENCY, or in transit to TCS and not yet accounted for)
     - **iii.** The total number of "active GPS days" is multiplied by the Shelf Allowance percentage to determine the "shelf allowance days"
     - **iv.** The total "shelf allowance days" is subtracted from the total "non-active GPS days" to determine a "balance of days"
     - **v.** If the "balance of days" is positive, the Surplus of Shelf Allowance fee described in Section 1h is multiplied by the remaining positive number to determine total Shelf Fees
     - **vi.** If the "balance of days" is negative, the AGENCY was not over Shelf Allowance and is not charged additional fees

g. **MODE OF PRICING**. TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days' written notice.

Options and costs are as follows:

Daily Rate:	$4.25/unit/day of use
Surplus of Shelf Allowance:	$1.50/unit/day of surplus
Daily Rate for Beacon:	$0.50/unit/day of use

Costs for Lost Equipment, Equipment Damaged Beyond Use, or Equipment Held as Evidence:

GPS Bracelet:	$725
GPS Beacon:	$250
GPS Back Plate:	$25
GPS Strap:	$75
GPS Power Supply:	$40

Virtual Call Center:

1-500 Calls Placed:	$0.25/call
501-1,000 Calls Placed:	$0.20/call
1,001-2,000 Calls Placed:	$0.15/call
2,001+ Calls Placed:	$0.12/call

2. **SERVICES**

a. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.

b. **EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at the appropriate intervals.

c. **ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. **LIMITATION OF LIABILITY**. Notwithstanding anything provided in the Agreement to the contrary, TCS shall not be responsible or liable for AGENCY's failure to properly fulfill any of its obligations under the Agreement or this Schedule, or AGENCY's failure to properly use the Platform or GPS. Further notwithstanding anything provided in the Agreement to the contrary, TCS expressly disclaims any and all liability, and shall not be liable to AGENCY, a crime victim or any other third-party, for any personal injury, death or other damages to person or property in any way related to the GPS, the Platform, the use of the GPS or Platform, or any negligence or misconduct of AGENCY or its employees, independent contractors, representatives or agents. The foregoing disclaimers and limitations of liability are in addition to those provided in the Agreement, and do not supersede, cancel or replace any such disclaimers or limitations of liability provided in the Agreement. The parties confer no rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns. There shall be no third-party beneficiaries to this Agreement.

4. **RATIFICATION.** TCS and AGENCY ratify and reaffirm the Agreement, as amended by this Schedule, which shall remain in full force and effect under the terms set forth therein.

5. **OTHER SPECIAL TERMS**

IN WITNESS WHEREOF the authorized representatives of the parties have executed this Schedule to the Agreement on the date below.

Dave Boyer, County Administrator Representative of Emmet County Community Corrections	J. Robert Hawkins III, Trustee, Managing Member Representative of Total Court Services
Date	Date

EXHIBIT I
CONTRACTOR INSURANCE

During this Agreement, the TCS shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the Agency against any third-party claims, demands, costs, settlements or judgments. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the TCS.

Primary Coverages

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include: (a) Contractual Liability; (b) Products and Completed Operations (c) Independent Contractor Liability; and (d) Broad Form General Liability Extensions of equivalent.

Workers' Compensation Insurance and Employers Liability Insurance with limits statutorily required by any applicable Federal or State laws.

Commercial Automobile Liability Insurance including covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage.

Professional Errors and Omissions Insurance on an "Occurrence Basis" and with limits of liability not less than $1,000,000 per occurrence and $1,000,000 for annual aggregate.

Commercial Umbrella/Excess Liability Insurance A policy of his Umbrella/Excess may be relied on to satisfy the minimum limits of any required liability coverage that are not provided by the specified liability policy.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the Agency.

2. The insurance company(s) issuing the policy(s) shall have no recourse against Emmet County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of Emmet County.

3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the TCS.

4. Additional Insured: The Commercial General Liability, Automobile Liability and Professional Errors and Omissions Insurance shall be endorsed to name the Emmet County and its officers, employees, appointees, volunteers and agents as primary, noncontributory additional insured where permitted by law and policy form.

5. Notice to County: All required insurance policies shall include an endorsement providing written notice to the Agency to the Community Corrections Department, of a termination, cancellation, non-renewal or material change in coverage, which such endorsements to be confirmed to the Agency.

6. If TCS's insurance policies have higher limits than the minimum coverage, requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the TCS under this Agreement.

7. TCS shall require its Contractors or sub-Contractors, not protected under the TCS's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Agreement.

8. Certificates of insurance must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.

9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the TCS's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- or better unless otherwise approved by the County Manager.

EMMET COUNTY - Board of Commissioners
November 9, 2026

Local Emergency Management Program (LEMP)

SUMMARY:

Emmet County Emergency Management is requesting Board approval of the FY2027 Local Emergency Management Program (LEMP) Work Agreement with the Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD).

The agreement establishes the County's emergency management responsibilities and performance standards for the fiscal year October 1, 2026, through September 30, 2027. It outlines required activities involving emergency preparedness, hazard mitigation, operational planning, training, exercises, public education, and coordination with local and state emergency response agencies.

The agreement also establishes quarterly reporting requirements to document the County's progress in meeting state emergency management standards. Maintaining the agreement and required documentation is a condition of participation in the Emergency Management Performance Grant (EMPG) program.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve the FY2027 Local Emergency Management Program (LEMP) Work Agreement with the Michigan State Police Emergency Management and Homeland Security Division and authorize the Board Chair to sign the agreement on behalf of Emmet County.

VOTE:

Voice Vote (if removed from Consent Agenda)

ATTACHMENTS:

FY27 LEMP.pdf

EMHSD-31
Michigan State Police
Emergency Management and
Homeland Security Division

Jurisdiction Name: Emmet County

Fiscal Year (FY) 2027

Local Emergency Management Program (LEMP)

Work Agreement and Quarterly Report Outline

☒ Work Agreement

Due: October 1, 2026

Purpose

The **LEMP Work Agreement** and **Quarterly Report Outline** defines the scope of work for a sustainable and effective emergency management (EM) program in the State of Michigan. Per Public Act 390 of 1976, as amended (P.A. 390), the work agreement must be signed annually by the jurisdiction's Chief Elected Official (CEO), the Emergency Management Coordinator (EMC), the Michigan State Police (MSP) District Coordinator (DC), and the EM Program Manager, where applicable.

By signing the work agreement, the jurisdiction is certifying their commitment to maintaining the minimum standards of an effective EM program in Michigan. The jurisdiction also acknowledges the role of quarterly reporting and expects to provide details on the EM program's activities in alignment with the standards outlined in the Quarterly Report Outline section.

Quarterly reporting is completed in an online survey and will follow the format and schedule included in this document. Consistent reporting supports program development, demonstrates the program's standing, and provides District Coordinators with the information needed to offer informed guidance and support. Specific activities included in the Quarterly Report Outline are required to be completed and are identified as required in the outline. Performance based activities that are not required, but serve as standards to enhance program effectiveness, are also labeled accordingly. Regardless of designation, all activities must be reported on in the quarterly reports.

These activities were developed by local and state EM subject matter experts to establish a consistent baseline for EM programs across Michigan; the activities are reviewed annually with stakeholder feedback.

Note: Jurisdictions receiving Emergency Management Performance Grant (EMPG) funding must maintain all grant documentation, including a signed copy of the LEMP Work Agreement, for three years after the federal award is closed. The EMPG has a three-year period of performance. Please verify exact dates for specific grant years by contacting the MSP, Emergency Management and Homeland Security Division (EMHSD).

SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	DATE
			10/5/2026
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER	DATE	SIGNATURE OF DISTRICT COORDINATOR	DATE
	10/6/2026		

Quarterly Report Outline

Overview

The following pages provide an outline of reporting criteria for LEMP activities. Each section provides a definition of the overall objective and lists activities, designed to measure progress toward meeting the objectives. The reporting tables include the following details (column titles, as presented from left to right):

- Activity – These are the activities that will be reported on, and outline programmatic goals, and/or ongoing efforts which programs should complete or working towards.
- Report Outline – Questions relating to the activity that will be displayed with the quarterly reporting process via an online survey.
- Reporting Schedule – Noting which quarter(s) each question will be asked.
- Designation – Identifies if the activity is required to be completed or an activity that the jurisdiction should be working towards achieving.
    - Activities designated "Required", each LEMP is expected to accomplish the task within the given timeframe.
    - Activities designated "Required *", is noted as required for any program that receives EMPG funding.
    - Activities marked with "Perform" are performance-based. Performance-based indicates the activity should be pursued, but it is understood each program has varying resources to dedicate towards the activity.

The reporting quarters follow the State of Michigan FY:

Quarter	Reporting Period	Submission Deadline
Quarter 1	October 01 - December 31	January 10
Quarter 2	January 01 - March 31	April 10
Quarter 3	April 01 - June 30	July 10
Quarter 4	July 01 - September 30	October 10

Additional guidance on each standard included in this document can be found in the Supplemental Guidance to the LEMP Work Agreement on the MSP/EMHSD website: Emergency Management Performance Grant

Section 1: Administration and Finance

The LEMP shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The local emergency manager shall provide a copy of their job description(s) that incorporate their EM activities. Emergency management activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

Quarterly Reporting: Administration and Finance

Activity	Report Outline	Reporting Schedule	Designation
Submit Fiscal Year **2027** LEMP work agreement documents to EMHSD by **10/01/26**. Submit FY 27 EMPG-Funded Personal Biography and Resume	EMHSD-031 Form Submitted: Yes/No EMHSD-017 Form Submitted: Yes/No Position Description Submitted: Yes/No EMPG-Funded Personal Biography and Resume Submitted: Yes/No	Quarter 1	Required Required * Required * Required *
Complete the FY 27 Executive Compensation form by **10/01/26**.	Executive Compensation form was submitted: Yes/No	Quarter 1	Required *
Submit the EMPG quarterly expense report timely and with required signatures.	Emergency Management Performance Grant (EMPG) quarterly expense reports were submitted: Yes/No	Quarters 1, 2, 3, & 4	Required *
Submit for **2028** LEMP work agreement documents to EMHSD by **10/01/27**.	EMHSD-031 Form Submitted: Yes/No EMHSD-017 Form Submitted: Yes/No Position Description Submitted: Yes/No EMPG-Funded Personal Biography and Resume Submitted: Yes/No	Quarter 4	Required Required * Required * Required *

NOTE: * Items marked with an asterisk are only required for emergency management programs that receive EMPG funding.

Section 2: Laws and Authorities

The LEMP shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended), P.A. 390 Administrative Code, and applicable laws and regulations, and have a local EM resolution.

Quarterly Reporting: Laws and Authorities

Activity	Report Outline	Reporting Schedule	Designation
Attend quarterly district EM meetings	Quarterly meeting attended: Yes/No	Quarters 1, 2, 3, & 4	Perform
Report attendance for all EM and Emergency Support Function (ESF) activities, including	*Meeting Type / Focus, Number of Meetings per ESF:* ☐ ESF #1 - Transportation ☐ ESF #2 - Communications	Quarters 1, 2, 3, & 4	Perform

meetings, conference calls, and other scheduled interactions.	☐ ESF #3 - Public Works and Engineering ☐ ESF #4 - Firefighting ☐ ESF #5 - Information and Planning ☐ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services ☐ ESF #7 - Logistics ☐ ESF #8 - Public Health and Medical Services ☐ ESF #9 - Search and Rescue ☐ ESF #10 - Oil and Hazardous Materials ☐ ESF #11 - Agriculture and Natural Resources ☐ ESF #12 - Energy ☐ ESF #13 - Public Safety and Security ☐ ESF #14 - Cross-Sector Business and Infrastructure ☐ ESF #15 - External Affairs ☐ Local ☐ District ☐ Regional ☐ State ☐ Federal		

Section 3: Threat and Hazard Identification, Risk Assessment, and Consequence Analysis

The LEMP shall routinely identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdiction's governance.

Quarterly Reporting: Threat and Hazard Identification, Risk Assessment, and Consequence Analysis			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**

Document threat and hazard identification, risk assessment, or consequence analysis activities.	*Type of Risk Assessment Completed and Number of Assessments Reviewed/Completed:* ☐ County ☐ Municipal ☐ Facilities ☐ Special Events ☐ Participated in State THIRA/SPR ☐ Completed local/regional THIRA/SPR	Quarters 1, 2, 3, & 4	Perform

Section 4: Hazard Mitigation

The LEMP should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, the EMC shall ensure that the jurisdiction's Hazard Mitigation Plan (HMP) is developed and updated every five years.

Quarterly Reporting: Hazard Mitigation

Activity	Report Outline	Reporting Schedule	Designation
Document whether your jurisdiction has developed an HMP.	Hazard Mitigation Plan (HMP): Yes, Have a Plan or Adopted County Plan, No/Expired	Quarter 1	Required
Confirm the date of the jurisdiction's HMP.	Expiration Date:	Quarter 1	Required
Schedule and host the hazard mitigation planning committee meeting by **September 30**.	Date that the most recent planning committee meeting was held:	Quarters 4	Required
Document appropriate steps taken by your jurisdiction to update an expiring/expired plan or create a new plan **during the past 12 months**.	Check all applicable steps. ☐ Assemble a local planning team. ☐ Collect information about local hazard risks and impacts. ☐ Identify vulnerabilities. ☐ Review, verify, proofread, or edit the plan. ☐ Offer the document for stakeholder or public review. ☐ Meeting(s) to identify or select hazard mitigation actions. ☐ Describe the details of action item implementation. ☐ Official plan adoption by participating jurisdictions.	Quarter 4	Perform

	☐ N/A		

Section 5: Prevention

The LEMP has a strategy among disciplines to coordinate prevention activities, monitor identified threats and hazards, and adjust the level of prevention activity commensurate with the risk, and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Quarterly Reporting: Prevention

Activity	Report Outline	Reporting Schedule	Designation
Identify prevention activities that the jurisdiction participated in **during the past 12 months**.	*Check all that apply.* ☐ Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan. ☐ Sustaining a jurisdiction-wide prevention coordinator to coordinate with all agencies in prevention activities. ☐ Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities. ☐ Utilizing the Michigan Critical Incident Management System (MI CIMS) or another monitoring system to identify and coordinate prevention activities. ☐ Utilizing the Homeland Security Information Network. ☐ Establishing procedures that coordinate reporting with the Michigan Intelligence Operations Center (MIOC) regional liaison and MIOC/Detroit and Southeast Michigan Information and Intelligence Center (DSEMIIC). ☐ Developing and implementing information sharing procedures. ☐ Other: _____	Quarter 4	Perform
Report participation in EM activities with school officials.	*School Activities/Number of Activities:* ☐ Planning: #_____ ☐ Seminars: #_____ ☐ Outreach: #____	Quarters 1, 2, 3, & 4	Perform

	☐ Special Events: #_____		
Track and record receipt of each school's scheduled drill days for all school buildings operated by the school(s), school district(s), intermediate school district(s), or public academy (academies) for the **upcoming** school year by **September 15**. Distribute list or provide access to list/dates to appropriate emergency response personnel and DC.	Scheduled drill dates were tracked and recorded: Yes/No Drill schedule dates were distributed/access to list or dates provided appropriately: Yes/No	Quarter 4	Required **

NOTE: **This item should be conducted in compliance with Michigan Public Act 12 of 2014, codified at Mich. Comp. Laws §29.19. Items in this section marked with an asterisk are only required of County EMCs. Scheduled school drill dates received by the EMC should be distributed to appropriate emergency response personnel in each district.

Section 6: Operational Planning

The LEMP shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The LEMP shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The LEMP will ensure that the jurisdiction's current CEO has signed the updated/revised EOP, EAG, and emergency support plans.

Quarterly Reporting: Operational Planning

Activity	Report Outline	Reporting Schedule	Designation
Attend and/or host local planning team meetings and/or stakeholder engagement meeting.	Attended/Hosted planning and/or stakeholder engagement meeting: Yes/No	Quarters 1, 2, 3, & 4	Perform
Confirm if the jurisdiction's EOP is current and identify if the plan will expire within the **current FY**.	EOP Expiration Date: ___/____/_____	Quarter 1	Required
Identify EOP annexes that were reviewed and/or updated during the quarter. Ensure any section/annex updates are in compliance with Pub 201a.	Total Annexes in the EOP: #____ Reviewed Annexes: #_____ Updated Annexes: #____	Quarters 1, 2, 3, & 4	Perform
Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD. Ensure that the plan is signed by the current CEO. Emergency Management (EM) programs are encouraged to submit new or updated support plans to the DC.	Total Support Plans: #_____ Current plans: #_____ ☐ Does Not Apply	Quarter 1	Required

Verify that the CEO original signature is current in the EOP, if new CEO, forward contact information to the DC.	EOP CEO signature is current: Yes/No Current CEO contact information was sent to DC: Yes/No ☐ Does not apply	Quarter 2	Required
Report the status of Superfund Amendments and Reauthorization Act (SARA) Title III plans and indicate any areas that do not currently meet established requirements.	Total Sites: #_____ Total Plans: #_____ Sites or Areas that do not meet established requirements: _____ ☐ Does not apply	Quarter 3	Required
Host four Local Emergency Planning Committee (LEPC) meetings by **September 30** (within the FY).	Hosted four LEPC meetings within the fiscal year: Yes/No	Quarter 4	Required

Section 7: Incident Management

The LEMP shall comply with Homeland Security Presidential Directive/HSGP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's EOC.

Quarterly Reporting: Incident Management

Activity	Report Outline	Reporting Schedule	Designation
Update EOC call list, including the CEO, and submit a copy to the DC by the end of the quarter.	Emergency Operations Center (EOC) call list is updated: Yes/No Emergency Operations Center (EOC) call list has been sent to the DC: Yes/No/Not Updated	Quarter 2	Perform
Perform an EOC call out for a drill or an actual event by **September 30**.	Emergency Operations Center (EOC) call out drill has been performed: Yes/No	Quarter 4	Perform
Conduct EOC orientation session by **September 30.**	Emergency Operations Center (EOC) orientation was conducted: Yes/No	Quarter 4	Perform
Submit the EMHSD-071 NIMS Implementation Certification by **September 30**.	EMHSD-071 submitted by September 30: Yes/No	Quarter 4	Required

Section 8: Resource Management, Logistics, and Mutual Aid

The LEMP shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The LEMP should also develop Mutual Aid Agreements (MAA)/Memoranda of Understanding (MOUs) to address resource shortfalls and reduce resource gaps in the jurisdiction.

Quarterly Reporting: Resource Management, Logistics, and Mutual Aid

Activity	Report Outline	Reporting Schedule	Designation
Train and track EMPG-funded personnel in accordance with the National Qualification System (NQS).	Emergency Management Performance Grant (EMPG)-funded personnel are trained and tracked in accordance with the NQS? Yes/No	Quarter 1	Required *
Report new, updated, or current MAA/MOUs within the emergency management program **during the past 12 months**.	New MAA/MOUs: #_____ Updated MAA/MOUs: #_____ Current MAA/MOUs: #_____	Quarter 4	Perform
Verify that the jurisdiction's NIMS typed resources are identified and inventoried.	National Incident Management System (NIMS) typed resources are identified and inventoried: Yes/No	Quarter 4	Perform

NOTE: Items marked with an asterisk are only required for emergency management programs that receive EMPG funding.

Section 9: Communications and Warning

The LEMP shall ensure the jurisdiction maintains the capability for both internal communication with county and state partners and external communication to the public for warning and community engagement. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The LEMP should have alert and warning plans and procedures that include analysis and decision-making protocols for sending an alert, public alert message writing best practices, procedures for coordination, review, and approval of message delivery, as well as plans for training on and exercising alert dissemination through the Integrated Public Alert & Warning System (IPAWS), if available. Their communication systems should be interoperable with other communication systems.

Quarterly Reporting: Communications and Warning

Activity	Report Outline	Reporting Schedule	Designation
Identify the primary and backup public alerting system used in the jurisdiction, (i.e., Emergency Alert System (EAS) and Wireless Emergency Alerts (WEA), sirens, weather radio, etc.).	Primary Public Alerting System: _____ Backup Public Alerting System: _____ Primary or Backup Public Alerting System is maintained by the County: Yes/Does Not Apply MOU established with another jurisdiction and/or MSP: Yes/No	Quarter 1	Perform
Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab.	Integrated Public Alert & Warning System (IPAWS) Proficiency Demonstrations Completed: yes/no Does not apply	Quarters 1, 2, 3, & 4	Required ***
Identify the primary and backup public opt-in mass notification systems used in the jurisdiction.	Primary Mass Notification System: _____ Backup Mass Notification System: _____	Quarter 1	Perform
Participated in communications testing.	*Type of Communication Testing:* ☐ None ☐ 800 MHz	Quarters 1, 2, 3, & 4	Perform

	☐ AUXCOMM ☐ Other Radios ☐ Other communication tests		
Meet with Local Emergency Communications Committee (LECC)/Michigan Association of Broadcasters (MAB) area representatives by **September 30**.	Local Emergency Communications Committee (LECC)/ MAB regional meetings were held: Yes/No	Quarter 4	Perform
Review and compare your jurisdiction's alert and warning plan for compliance with the regional EAS plan by **September 30**.	Jurisdiction has an alert and warning plan: Yes/No Jurisdiction's plan was compared with the regional EAS Plan: Yes/No	Quarter 4	Perform

NOTE: ***Answer the monthly IPAWS proficiency question for your jurisdiction, even if the testing is not completed by the EMC. If your jurisdiction is not yet an IPAWS Alerting Authority, select Not Applicable (N/A) as your response.

Section 10: Operations, Procedures, and Facilities

The LEMP shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, restoration of essential functions, and coordination among all levels of government. Procedures shall also be developed to guide incident action planning, situation awareness and reporting, and Damage Assessment (DA). The LEMP shall have a primary facility EOC capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

Quarterly Reporting: Operations, Procedures, and Facilities

Activity	Report Outline	Reporting Schedule	Designation
Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction's plans or procedures by **December 31**.	Procedures are up to date in plans or procedures: Yes/No	Quarter 1	Perform
Report updates to EOC activation procedures for the jurisdiction's EOC and provide a copy to the DC by **December 31**.	Emergency Operations Center (EOC) activation, operation, and deactivation procedures are current: Yes/No Procedures have been sent to DC: Yes/No Major updates to the EOC procedures: Yes/No Major updates have been sent to DC: Yes/No	Quarters 1, 2, 3, 4	Perform
Ensure that procedures for declaring a local "state of emergency" and requesting a Governor's emergency or disaster declaration, and state assistance are reviewed with the jurisdiction's public officials by **March 31**.	Procedures have been reviewed with public officials: Yes/No	Quarter 3	Perform

Section 11: Training

The LEMP shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes the Professional Development Series, MI CIMS, DA, and NIMS training courses. The local emergency manager shall complete the **EMHSD-065 Quarterly Training and Exercise Report form in Smartsheet** and promote available EM training courses for all personnel, including EOC staff, specific to their responsibilities.

Quarterly Reporting: Training			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**
Promote Michigan's Professional Emergency Manager program and related courses.	Emergency management (EM) course schedule has been promoted: Yes/No	Quarter 2 & 4	Perform

Section 12: Exercises, Evaluations, and Corrective Actions

The LEMP shall maintain an exercise program that regularly tests emergency personnel capabilities, plans, procedures, equipment, and facilities. Exercises must meet applicable local, state, and federal requirements and are encouraged to align with Homeland Security Exercise and Evaluation Program (HSEEP) principles.

In accordance with P.A. 390 and Administrative Rule R 30.51(D), at least one exercise must be conducted each fiscal year that tests components of the jurisdiction's EOP. The EMC and/or local emergency manager must actively participate in at least one exercise annually in a functional role such as director, planner, player, evaluator, or controller; observation alone does not qualify.

The LEMP shall document and track exercise activities and submit an After-Action Report/Improvement Plan (AAR/IP) each fiscal year for an exercise that tests the EOP. The AAR/IP should follow HSEEP guidance and be submitted within 90 days of exercise completion. Corrective actions must directly support improvements to the jurisdiction's EOP, procedures, capabilities, or program processes.

Required forms include:

- **EMHSD-065 Quarterly Training and Exercise Report form in Smartsheet**, including the type, grant funding, and number of participants.
- **EMD-006 Annual Integrated Preparedness Plan Worksheet** submitted by the end of the FY.

Quarterly Reporting: Exercises, Evaluations, and Corrective Actions			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**
Submit EMHSD-065 – Quarterly Training and Exercise Report.	EMHSD-065 has been submitted: Yes/No	Quarters 1, 2, 3, & 4	Perform
Submit one AAR/IP for an exercise conducted within the jurisdiction that tested the EOP.	AAR/IP was submitted: Yes/No/Not Applicable	Quarter 3 & 4	Perform
Develop and submit EMD-006 – Annual Integrated Preparedness Plan Worksheet by **September 30**.	EMD-006 has been submitted: Yes/No	Quarter 4	Perform

Section 13: Crisis Communications, Public Education, and Information

The LEMP provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and MIREADY campaigns.

Quarterly Reporting: Crisis Communications, Public Education, and Information			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**
Document efforts to educate the public about preparedness activities occurring. Reporting about outreach activities includes data presented in person and through the media (could include print, broadcast, social media, in-person, etc.).	*Outreach:* Estimated number of outreach activities: _____ ☐ Awareness Weeks ☐ Speaking Engagement ☐ See Something/Say Something ☐ Signs of Terrorism ☐ Ok2Say ☐ Stop A Plot ☐ Social Media Campaigns ☐ Other	Quarters 1, 2, 3, & 4	Perform
Report on Citizen Corps and/or Community Emergency Response Team (CERT) activity.	*Participated in Citizen Corps and/or CERT Activities:* Training: Yes/No Deployment/Activation of a team within the jurisdiction: Yes/No	Quarters 1, 2, 3, & 4	Perform

Section 14: Other - Unscheduled Emergency Management Activities

Quarterly Reporting: Other - Unscheduled Emergency Management Activities			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**

Appendix

EMMET COUNTY - Board of Commissioners
November 9, 2026

October 15, 2026 Meeting Minutes

SUMMARY:
Draft minutes for the October 15, 2026 meeting are attached for review and approval.

MOTION:
I move to approve the October 15, 2026 meeting minutes.

VOTE:
Voice Vote

ATTACHMENTS:
October 15, 2026 Draft Minutes.pdf

EMMET COUNTY BOARD OF COMMISSIONERS'S MINUTES
Thursday, October 15, 2026
6:00 PM
200 Division Street Petoskey, MI 49770

DRAFT

CALL TO ORDER
The meeting was called to order by Board Chair, Dave White, at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL
Members present: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz.
Excused: Brian Gutowski

APPROVAL OF AGENDA
Laughbaum will add a "communication".

Moved by Rich Ginop; seconded by Don Mapes to approve the agenda as printed.

Motion Passed: 6 - 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

CONSENT AGENDA
(1) Consent Agenda Motion
Moved by Don Mapes; seconded by Chuck Laughbaum to approve the consent agenda and all items contained therein, and authorize the County Administrator to sign the attached items on behalf of the Board of Commissioners.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(2) Sheriff- DNR Snowmobile Law Enforcement Grant
(3) Sheriff- DNR ORV Law Enforcement Grant
(4) FY27 NMRE- Emmet County PA-2 Grant
(5) Emmet County Recovery Program Counseling and Treatment Planning BASES
(6) FY27 57th. Circuit Court Recovery Program- Community Recovery Alliance Peer Recovery Specialist
(7) FY27 57th. Circuit Court Recovery Program- Harbor Hall Drug and Alcohol Testing Services Agreement
(8) October 5, 2026 Meeting Minutes

PUBLIC COMMENT

Holly Willcome briefed the Board on the ongoing events between her business and the County Planning Department. She informed the Board that she has filed an appeal in Circuit Court. She is requesting that the Board allow her to continue business operations while the appeal is considered. She also asked them to consider the needs of her customers as winter approaches.

Jackie Hall made the attached statement. (attachment #1)

APPEARANCES

(1) Sheriff Proclamations of Dedicated Service

Sheriff Matthew Leirstein presented proclamations recognizing the retirement of Corrections Deputy Cindy Snider and Sergeant Michael B. Welch. Deputy Snider served the Emmet County Sheriff's Office for 31 years, beginning in 1995, and Sergeant Welch served for 29 years, beginning in 1997. The Board recognized their dedicated service to the Sheriff's Office Corrections Division and the people of Emmet County.

ADMINISTRATOR'S REPORT

(1) Administrator's Report

Dave Boyer reported that there are a couple of EMS employment opportunities with the county, construction permits are up by 2% over last year, and the Halloween weekends at Petosega were sold out.

(2) Finance Report - August 2026

Pam Gibson reported that as of August 31, 2026, Emmet County has received 33% of its budgeted revenues and spent 55% of its budgeted expenditures. The financial activities are proceeding as expected. The summer tax collections brought in $5,649,341. Services saw a significant increase of $742,293 due to higher airport fuel sales. Airport fuel also contributed to higher expenditures. Capital expenditures are the largest increase due to a 12-million-dollar project at the airport. Revenues will start to come back for that project from grant funding. Financials are right on target with last three years.

(3) 911 BOARD OF DIRECTOR MINUTES

(Attached to the agenda packet)

UNFINISHED BUSINESS

CLAIMS

Moved by Matt Koontz; seconded by Chuck Laughbaum to approve payment of the claims in the amount of $26,206,398.26 and for payment of the committee and travel vouchers in the amount of $5,089.40.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

NEW BUSINESS

(1) DPW- EGLE Material Management Planning Grant Amendment

Moved by Don Mapes; seconded by Brett Gooding to approve Amendment No. 1 to the Materials Management Planning Grant Agreement between Emmet County and the Michigan Department of Environment, Great Lakes, and Energy (EGLE), increasing the grant award by $77,056 for a total amended grant amount of $154,112, extending the agreement through July 31, 2027, and authorize the County Administrator to sign the amendment.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(2) Sheriff- Smart Communications Second Amendment

Moved by Don Mapes; seconded by Chuck Laughbaum to approve the Second Amendment to the agreement with Smart Communications Holding, LLC, for the addition of the Ezra-AI automated intelligence system and related investigative tools, extending the agreement through October 22, 2029, and authorize the County Administrator to sign the amendment.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(3) Michigan Indigent Defense Commission (MIDC) FY27 Grant

Moved by Matt Koontz; seconded by Rich Ginop to approve the 2027 Michigan Indigent Defense Commission grant to authorize receipt of the funds and authorize the County Administrator to sign any and all required documents to implement this grant on behalf of the board.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(4) MIDC Attorney Administrator Agreement

Moved by Don Mapes; seconded by Rich Ginop to renew the contract with Corinne Galusky as Indigent Counsel Attorney Administrator, in order to meet the requirements of the Michigan Indigent Defense Commission and authorize the County Administrator to sign the contract.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(5) MIDC Attorney Agreements

Moved by Matt Koontz; seconded by Rich Ginop to approve the 2026-2027 MIDC Attorney Agreements as presented and authorize the County Administrator to sign the agreements.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(6) Closed Session regarding privileged and confidential attorney-client legal correspondence under Section 8(1)(h) of the Open Meetings Act.
Moved by Don Mapes; seconded by Rich Ginop to enter into a closed session, pursuant to Subsections 8(1)(h) of the Michigan Open Meetings Act, for purposes of discussing and consulting with the County's attorneys regarding two privileged and confidential attorney-client legal memos that are exempt from disclosure by state law under MCL 15.243(1)(g). This motion must be approved by 2/3 roll call vote.

Motion Passed: 5- 1
Voting For: Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: Chuck Laughbaum

APPOINTMENTS
(1) Fair Advisory Board
Moved by Rich Ginop; seconded by Chuck Laughbaum to reappoint Pam Gibson to the Fair Advisory Board.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(2) DHHS/Bay Bluff Board
Moved by Don Mapes; seconded by Brett Gooding to reappoint Manual Cordova to the DHHS/Bay Bluffs Board.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(3) Historical Commission
Moved by Matt Koontz; seconded by Rich Ginop to reappoint Renee McDuffee and John Holloway to the Historical Commission and appoint Elle Lively to the Historical Commission.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(4) Materials Management Planning Committee
Moved by Don Mapes; seconded by Rich Ginop to accept the resignation of Darcy Wright from the Materials Management Planning Committee.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

(5) Brownfield Redevelopment Authority
Moved by Matt Koontz; seconded by Brett Gooding to accept the resignation of Brittany Garst-Hall from the Brownfield Redevelopment Authority.

Motion Passed: 6- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

COMMUNICATIONS
Laughbaum informed the Board that at a Planning Commission meeting he asked the county legal counsel, "can we legally go after a person or business who has an exemption from the Emmet County Code"?

COMMITTEE REPORTS
Laughbaum reported that the Planning Commission denied an application for a communications tower in Bear Creek Township and approved a tower in Readmond Township. An auto body shop behind Kring's was approved with conditions. He added that they are considering moving their meetings from 7 p.m. to 6 p.m. Blissfest had their post-festival meeting. Emergency response and festival operations were discussed. The airport received complaints about the construction destroying parts of Ely road. The deicing trucks are ready to go for the winter.

Gooding reported that SANE is in good financial shape and making an impressive number of arrests. There is a substantial amount of cocaine and meth coming into the county, but SANE's work is making an impact on this and other crimes as well.

Mapes gave the attached report. (attachment #2)

Ginop reported that Emergency Management was present at both the Fair and the bridge walk. The Tower Committee is selling the Mackinaw tower to the state police for $185k credit. The credit will be used to pay regular bills to the State of Michigan.

Koontz gave the attached report. (attachment #3)

White reported that the Road Commission awarded various road project bids and is working with an engineer on lower Lake Shore Drive reconstruction. That section of Lake Shore Drive will be closed for the winter. Parks and Rec is considering life jacket stations at Petosega and other parks with water access but there are questions regarding liability. September was very busy at all the parks. NCCMH increased the CEO's salary to be competitive with others in the area, is making IT upgrades, and approved the 2027 budget. CCE had a budget workshop. The Fair Board reported $292k brought in by 4-H, the concert lost money and all other grandstand events made money.

PUBLIC COMMENT
None

ANNOUNCEMENTS
The next Board of Commissioners meeting will be held on November 9, 2026 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

ADJOURNMENT
Moved by Rich Ginop; seconded by Brett Gooding to adjourn the meeting at 8:16 p.m.

Motion Passed: 6 - 0

Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Dave White, Matt Koontz
Voting Against: None

Dated:

_____

Suzanne R. Kanine
Emmet County Clerk

_____

David M. White
Board Chair, Emmet County Board of Commissioners

Attachment #1

Good Evening, Jackie hall, a life-long resident of Emmet County and a small business owner.

Almost a year ago, we stood before the Planners and the Commissioners and asked for two things.

First, we asked that Emmet County update its outdated definition of mini-storage to distinguish between traditional, single-story storage facilities and today's multi-level storage complexes.

Second, we asked that these large, multi-level facilities be permitted only in industrially zoned areas.

We didn't come here with just opinions. We came with research.

We provided examples of Michigan communities that had updated their ordinances to address these types of developments. And we came with the support of eight other local storage businesses that shared our concerns.

Our message was simple: Protect our commercial corridors.

B-2 commercial districts should be reserved for businesses that create jobs, attract customers, support local businesses and contribute meaningful economic activity to our community.

And once valuable commercial property is developed into a large storage complexes or commercial warehouses **that opportunity is gone for generations.**

Our planners listened.

They considered input from residents, townships, local business owners, and professional and legal guidance.

And they developed an updated ordinance.

Was it exactly what we asked for?

No.

Did they create separate definitions for traditional storage and large, multi-level facilities?

No.

Did they restrict all large, multi-level storage facilities to industrial districts?

No.

But here's what matters.

They listened. They studied. They recognized our concerns. And they took action.

They developed an ordinance that addresses far more than what we originally brought before them.

Throughout this process, additional concerns came to light, including public safety, fire protection, lighting, building size, and the long-term impact these developments could have on our communities.

And while the proposed ordinance may not be exactly what everyone wanted, its purpose remains clear.

Protect our commercial corridors.

Preserve opportunities for small businesses.

Protect our residents and the firefighters who serve them.

Protect our Dark Sky that we all love.

And most importantly, make decisions based on what is best for Emmet County's future—not simply what someone wants to build today.

Zoning isn't just about what we allow on a piece of property.

It's about what kind of community we leave behind.

Not everyone will agree with every change. And that's okay. Good planning isn't about making everyone happy.

It's about making responsible decisions that serve the greater good.

I encourage this Board to support the work our planners have done and the protections they have proposed.

Because once our commercial corridors are gone, we cannot simply get them back.

We have one chance to plan wisely, one chance to protect these opportunities, and a responsibility to the generations who will call Emmet County home long after we're gone.

Thank you,
Jackie and Nate Hall
October 15th, 2026

Attachment #2

Committee reports for Oct. 2026

Don Mapes District #3

10/1 DPW 8:30AM- August financials show that Recycle Markets are down affecting the budget. Aged accounts for September are looking good everyone is current on their statements. Jayna states that the facility is fully staffed and able to keep up with increasing volumes of trash and recyclables and numbers of customers. Currently the Traffic Study and/Masterplan is out for proposal. There was a update for 2027 fees and price increase study, and a update on the RPF tip wall upgrade. Looking like rfp will have to go out again next year. Adjourned 9:20 next meeting Nov.5th.

10/6 Board of Health 10am- This month we held our meeting in Otsego County. We heard a report from Shannon Klonowski, the health officer. She shared about the retreat she Atten tended along with 45 other health officers from around the state and also viewed written reports from other department heads. We approved payment of Bill's and Employee expense accounts and approved 2 new job descriptions and approved a reclassification for a job. No new or old business we adjourned at 10:45 next meeting Nov.3rd at 10: am.

10/13 part 115 10:am- Solid waste planning committee met Tuesday with a small agenda. We went through some updates and discussion over previous minor changes to our plan. Then voted unanimously to accept the plan as written. In about a week Oct. 20th, the plan will go through a 60day comment period. Where the public will get to view the plan with their local governments and give input. The next major step will be a public meeting at our December 17th commissioners' meeting. This date is flexible. Meeting adjourned 11am. November meeting has been cancelled.

9/16 Oden Safety committee 2:pm had a virtual meeting I joined in on. Where we heard the results from the traffic study and pedestrian studies that were done this summer. Present were representatives from MDOT, EMRC, Village of Alanson. And Stephany Marchbank from Networks northwest who actual has been coordinating this project all along with the help from Oden Safety committee members. So the results from the studys done this summer it was decided that there are needs for safety up grades, which probably will not affect speed limits which was the desire of the committee, but for a start get some well-marked crosswalks and speed sensers for a start. And possibly a safety island similar to the one on m-119 the is used by walkers and bike riders. With possibly more improvements in the future.

Attachment #3

Committee Report: ECBC
10/15/26
Matt Koontz

The Board of Health has met twice since our last Committee reports, September 1 and October 6.

The recent meeting was held in Gaylord. The BOH meets twice a year in Gaylord to accommodate Otsego County residents who may want to address the board, but find it difficult to drive to Charlevoix where our meetings are regularly held.

At the Gaylord meeting the BOH approved job descriptions and classifications for workers transitioning from being employees of Dental Clinics North to becoming Health Department employees. We also passed a motion recognizing those employee's years of service under the Michigan Employees Retirement System.

At the September 1 meeting, the BOH approved the FY 2027 budget in the amount of $38,659,867. The annual budget approval of the HD always serves as a reminder to me of the scope and importance of the services provided to the public in our 4 county region.

EMMET COUNTY - Board of Commissioners
November 9, 2026

2025 Annual Report - Construction Resources

SUMMARY:

Tom Doss Construction Resources Director and Building Official

VOTE:

ATTACHMENTS:

2025 Annual Report (Construction Resources) Final.pdf

Building Inspection Department

Part of Emmet County Planning, Zoning and Construction Resources

2025 Annual Report



Department Customer Service Statement

"It is the goal of the Emmet County Planning, Zoning, & Construction Resources staff to provide accurate and consistent plan reviews, timely inspections, uniform enforcement of the code, and overall customer service in an objective and helpful manner, using reasonable judgment to assure code compliance with construction projects in Emmet County."

Lake View Condos - Petoskey

PRESENTED TO:

The Emmet County Board of Commissioners

October 2026

PRESENTED BY: **Tom Doss, Building Department Director**

Prepared by Thomas Doss - Emmet County Building Official

51 years of Construction Code service to the citizens of Emmet County

1974 - 2025

Introduction

The contents of this report detail the department's operation during the year 2025 and contain comparisons to the department's operation from annual report information during the past 5 years or more on the data and statistic tables and charts. The comparison information includes various categories such as permits issued, permit revenue, valuation of construction, department team members, budget and expenses.

As a reminder, Bear Creek Township issues permits and performs inspections in the building and electrical trades within the area of their township. The permit activity and inspections that are detailed in this report are reflective of the Emmet County Building Department only, and do not include any building and/or electrical permit activity that is under the jurisdiction of Bear Creek Township.

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Department Staff

The department experienced several staff changes during 2025. Following the passing of Building Inspector Joe Richardson, James Dawley joined the department as a building inspector, filling the vacancy. Joe was a valued member of the construction resources team, and his service and contributions to the department are sincerely appreciated and remembered.

The department also welcomed Kary Saddison as an additional Building Inspector and Kayla Coates as a Permit Processor. These additions have strengthened the department's ability to support inspection, permitting, and customer service responsibilities.

A complete listing of 2025 Construction Resources team members is provided on the right and includes the number of years of service for each member as of the end of 2025.

Through these staffing changes, the department team continued to work diligently to maintain a high level of customer service and provide timely inspections and permit services. Construction and permit activity remained strong during 2025, as reflected throughout this report.

2025 Building Department Staff includes:

- Thomas Doss, *Building Official/Building Inspector – 8 years*
- Casey Nowicki, *Building Inspector - 7 years*
- Michael Kent, *Building Inspector – 5 years*
- Terence Frank, *Plan Reviewer – 6 years*
- *James Dawley, Building Inspector – 1 year*
- *Kary Saddison, Building Inspector – 1 year*
- Andrew Kloss, *Plumbing Inspector - 12 years*
- Gregg Griffin, *Mechanical/Plumbing Inspector – 8 years*
- Mark Haynes, *Mechanical – 1 year*
- Carl Winters, *Electrical Inspector – 8 years*
- Dale Mazzoline, *Electrical Inspector – 6 years*
- Monica Linehan, Permit *Processor - 20 years*
- Travis Johnson, *Permit Processor- 6 years*
- Kayla Coates, *Permit Processor – 1 year*
- Megan Vanloo-Grimm, *Receptionist – 2 years*

Office Location

The department has operated in the lower level of the M-119 Complex since the year 2000, sharing space with Planning & Zoning and Veterans Affairs. This location continues to benefit the public with free parking, close proximity to the Road Commission & Health Department, plus the ability to conduct county-related department business, without the need to go to downtown Petoskey.

Community Outreach

The Construction Resources Department continued its commitment to public education, contractor engagement, and building safety awareness through several outreach efforts during 2025.

Coffee with the Inspectors

The department held its annual "Coffee with the Inspectors" meeting in the spring of 2025. The event provides area contractors with an opportunity to meet with department staff in an open forum, receive department updates and information, ask questions, and provide comments and feedback.

Home Builders Association of Northern Michigan Home Show

The department continued its long-standing participation in the annual Home Show by staffing an informational booth. Department team members were available to answer questions, provide information regarding permitting and inspection requirements, and engage directly with contractors and members of the public.

Building Safety Month – May 2025



As part of the department's efforts to promote public awareness of building safety and the importance of construction codes, the department requested that the Emmet County Board of Commissioners recognize May 2025 as Building Safety Month. The Board approved the proclamation in April 2025. The proclamation was subsequently shared through the International Code Council's Building Safety Month webpage, the Emmet County website, and displayed in the public area of the department's offices.

Vehicles used by the Department

Department Vehicles

Since 2009, county fleet vehicles have been utilized by department staff in conducting official department business. The vehicles are used primarily by inspection staff to perform daily inspections throughout Emmet County. They are also used for travel to department and county meetings, continuing education programs, conferences, and meetings of professional code organizations.

During 2025, department staff traveled a total of **112,670 miles** while conducting department business, compared with **111,909 miles in 2024**. This represents an increase of **761 miles, or approximately 0.7%**. Annual mileage reflects the department's inspection activity associated with permits issued during the current year, as well as inspections performed on permits that remain active from previous years.

2025 Department Fleet

The department operated a total of **10 county-owned vehicles** during 2025:

- **1** – 2019 Jeep Cherokee
- **4** – 2023 Chevrolet Equinoxes
- **4** – 2024 Chevrolet Equinoxes
- **1** – 2025 Chevrolet Equinox

Miles Driven 2022-2025	
Year	Total YTD
2022	118396
2023	119136
2024	111909
2025	112670

Table 1 - 2025 Fleet Vehicle Cost & Savings Annually 2010-2025 Data									
Year (Inspectors)	Vehicle Cost	Fuel	Maintenance	Total Cost	Miles Driven	Cost Per Mile	IRS Rate per Mile	IRS x Miles Cost	Savings
2010 (4)	$18,865.24	$6,910.95	$907.36	$26,683.55	65,374	$0.41	$0.500	$32,687.00	$6,003.45
2011 (3)	$14,148.90	$7,583.85	$1,563.72	$23,296.47	55,309	$0.35	$0.530	$29,313.77	$6,017.30
2012 (3)	$14,148.90	$8,564.04	$2,672.60	$25,385.54	61,739	$0.41	$0.560	$34,573.84	$9,188.30
2013 (3-4)	$20,506.00	$8,872.39	$1,282.47	$30,660.86	70,314	$0.44	$0.570	$40,078.98	$9,418.12
2014 (4)	$20,506.00	$9,014.42	$1,280.00	$30,800.42	75,082	$0.41	$0.560	$42,045.92	$11,245.50
2015 (6)	$30,987.00	$7,497.28	$2,672.23	$41,156.51	84,174	$0.49	$0.580	$48,820.92	$7,664.41
2016 (7)	$37,212.75	$7,750.32	$2,257.22	$47,220.29	99,089	$0.48	$0.540	$53,508.06	$6,287.77
2017 (7-9)	$39,957.38	$8,659.05	$3,224.50	$51,840.93	117,979	$0.44	$0.540	$63,708.66	$11,867.73
2018 (9)	$39,957.38	$11,968.53	$7,365.65	$59,291.56	114,750	$0.52	$0.545	$62,538.75	$3,247.19
2019 (9)	$48,367.00	$10,526.99	$4,143.20	$63,037.19	108,189	$0.58	$0.580	$62,749.62	-$287.57
2020 (10)	$37,863.00	$7,635.00	$5,430.00	$50,928.00	92,890	$0.55	$0.575	$53,411.75	$2,483.75
2021 (10)	$22,679.00	$13,513.00	$12,426.00	$48,618.00	109,599	$0.44	$0.560	$61,375.44	$12,757.44
2022 (10)	$16,905.00	$19,860.00	$9,027.00	$45,792.00	118,396	$0.39	$0.605	$71,629.58	$25,837.58
2023 (10)	$37,043.00	$16,395.00	$7,803.00	$61,241.00	119,136	$0.51	$0.655	$78,034.08	$16,793.08
2024 (10)	$49,173.00	$14,573.00	$3,586.00	$67,332.00	111,909	$0.60	$0.670	$74,979.03	$7,647.03
2025 (10)	$28,547.00	$12,685.99	$4,869.02	$46,102.01	112,670	$0.41	$0.760	$85,629.20	$39,527.19
Overall	Total Cost of Vehicles used By Dept. Since 2010			$719,386.33	Total Savings w/Fleet Vehicles vs Paid IRS Mileage Rate since 2010				$175,698.27

Permit Activity

The total number of permits issued in 2025 was **17% over the total permits issued** and recorded for 2024, making 2024 and 2025 the highest on record in the number of permits issued annually when compared to historical data available.

The total number of permits issued in 2025 was **6,403 permits for all trades combined** including building, electrical, mechanical and plumbing. Table 2 details the permit activity for 2025 and compares the total permits issued in 2024 to the annual permit activity to several previous years.

As can be seen in the table, combined permit activity has continued to climb and is well above each of the years shown.

Table 2 - Permits Issued (2010 - 2025)

Year	Building	Electrical	Mechanical	Plumbing	Total
2010	774	596	636	241	2,247
2015	1,162	875	1,097	583	3,717
2020	1,316	949	1,188	713	4,166
2021	1,602	1,068	1,530	896	5,096
2022	1,702	1,125	1,650	921	5,398
2023	1,643	1,093	1,601	1,088	5,425
2024	1,804	1,100	1,649	913	5,466
2025	1,901	1,468	2,043	991	6,403
Average	1,488	1,034	1,424	793	4,740

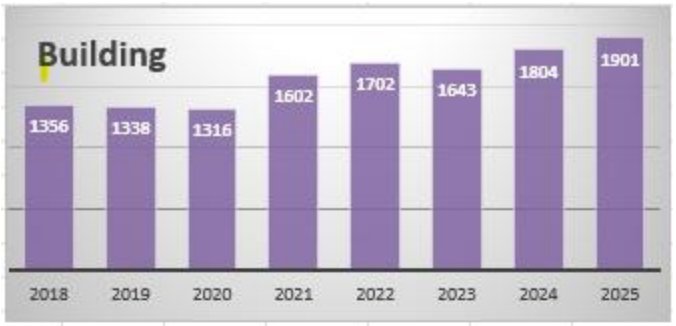
Several multi-year construction projects began as early as 2023 and are expected to continue into 2026 or beyond. Some of these projects include:

Permits 2025	Permits 2024	% of Change
Building		
1901	1804	5%
Electrical		
1468	1100	33%
Mechanical		
2043	1649	24%
Plumbing		
991	913	9%
Total All Trades		
6403	5466	17%

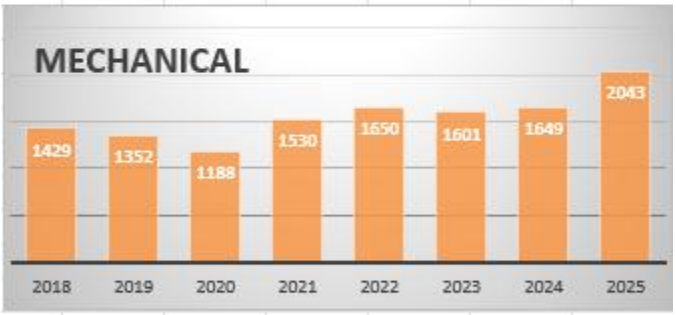
- Lakeview Condos, Bay Harbor – Started 2024
- Home2 Suites Petoskey Hotel – Started 2023
- JC Penney Building – Started 2023
- Maple Block Flats (2024 Start)

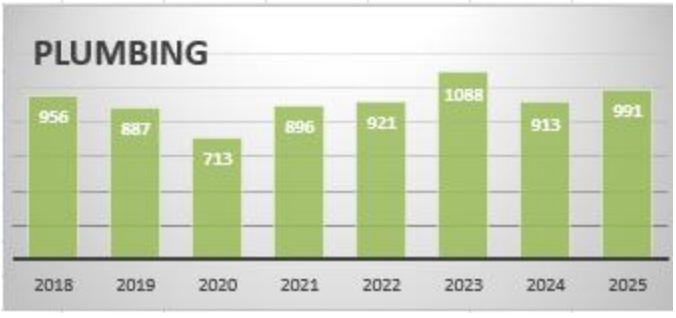
Construction projects such as those listed above can remain active for multiple years, with inspections and other department services continuing well beyond the year in which the permit was issued, and the associated revenue was collected. Several of these projects remained active through 2025 and are expected to continue beyond 2026. This illustrates the importance of maintaining adequate department funds to support the ongoing inspection and administrative responsibilities associated with long-term construction projects.

Permits Issued Comparison Permit Trade 2010 – 2025









Permit Activity

Permit activity increased across all four construction trades in 2025.

Building permits increased from **1,804 in 2024 to 1,901 in 2025**, an increase of approximately **5.4%**.

Electrical permits increased from **1,100 to 1,468**, representing an increase of approximately **33.5%**.

Mechanical permits increased from **1,649 to 2,043**, an increase of approximately **23.9%**.

Plumbing permits increased from **913 to 991**, an increase of approximately **8.5%**.

Overall, the data reflects continued strong construction activity throughout the County during 2025. Building permit activity reached the **highest level shown in the 2018–2025 reporting period**, while electrical and mechanical permits experienced particularly significant increases compared with 2024. Plumbing permit activity also increased and remained near the higher levels experienced during the reporting period.

Permit Comparison – Residential vs Commercial

Tables 3 and 4 provide a breakdown of building permit activity for new construction and alterations, additions, and demolitions. Table 3 summarizes residential building permits, while Table 4 summarizes commercial building permits. Table 5 provides a breakdown of electrical, mechanical, and plumbing permit activity, separated into residential and commercial categories.

The tables provide a historical comparison of permit activity at five-year intervals beginning in 2010, followed by annual activity from 2021 through 2025. This format provides both a long-term perspective and a more detailed view of recent permit activity.

Table 3 - Residential Building Permits per Year (2010 - 2025)

Year	New Construction	Alt/Add/Demo
2010	118	536
2015	175	792
2020	233	975
2021	283	1,060
2022	244	1,188
2023	232	1,170
2024	285	1,350
2025	255	1,381
Average	228	1,057

Table 4 -Commercial Building Permits per Year (2010 - 2025)

Year	New Construction	Alt/Add/Demo
2010	22	113
2015	43	152
2020	31	77
2021	60	199
2022	64	206
2023	56	185
2024	40	129
2025	38	227
Average	44	161

New residential construction includes site-built homes, manufactured and HUD-code homes, apartments and condominium-type residences, and detached accessory structures such as garages and sheds. While residential new construction remains considerably above 2010 levels, alterations, additions, and demolitions continue to account for the majority of both residential and commercial building permits.

In 2025, residential activity included **255 new construction permits and 1,381 alteration, addition, and demolition permits**, while commercial activity included **38 new construction permits and 227 alteration, addition, and demolition permits**.

Table 5 - Sub Trade Permits Per Year (2010 - 2025)

Year	Electrical		Mechanical		Plumbing	
Type	Res	Com	Res	Com	Res	Com
2010	438	150	529	107	187	54
2015	673	202	889	208	477	106
2020	799	150	1,015	173	603	110
2021	850	218	1,312	218	758	138
2022	910	215	1,365	285	769	152
2023	833	260	1,349	252	923	165
2024	906	194	1,365	284	752	161
2025	1,262	206	1,702	341	820	171
Average	834	199	1,191	234	661	132

Table 5 reflects a similar trend among the subtrades, with residential permit activity exceeding commercial activity in all three trades. During 2025, electrical permits totaled **1,468**, mechanical permits totaled **2,043**, and plumbing permits totaled **991**. Mechanical permit activity remained the highest among the subtrades, while electrical and mechanical permits increased compared with 2024. Plumbing permit activity also increased, with residential permits accounting for the majority of the increase.

Permit activity remained strong throughout 2025, with several categories exceeding the historical averages shown in the tables. The department continues to monitor inspection workloads, plan review responsibilities, staffing needs, and available coverage by trade to maintain timely inspections, manageable workloads, and consistent service throughout Emmet County.

Inspection Activity

Chart 1 provides a monthly breakdown of inspections performed by trade from 2019 through 2025. During 2025, the department completed **16,104 inspections**, compared with **16,290 inspections in 2024**, a decrease of **186 inspections, or approximately 1.1%**. Despite the slight decrease, overall inspection activity remained near the highest levels shown during the seven-year reporting period. Building inspections remained the largest portion of the department's workload, increasing from **6,657 in 2024 to**

CHART 1 - TOTAL NUMBER OF INSPECTIONS PER MONTH PER TRADE 2019 - 2025													
2019	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	336	272	286	377	475	447	510	591	542	711	507	416	5470
Electrical	152	154	128	175	199	211	204	228	189	226	151	184	2201
Mechanical	233	167	194	165	208	197	196	180	171	200	180	162	2253
Plumbing	148	163	142	190	226	205	183	185	198	167	167	175	2149
Total	869	756	750	907	1108	1060	1093	1184	1100	1304	1005	937	12073
2020	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	441	400	353	61	419	580	549	579	600	712	577	537	5808
Electrical	173	144	114	4	131	175	223	194	214	205	193	246	1770
Mechanical	165	184	135	2	132	203	179	171	139	312	190	246	2058
Plumbing	180	166	119	7	144	204	172	156	144	186	132	195	1805
Total	959	894	721	74	826	1162	1123	1100	1097	1415	1092	1224	11441
Virtual	0	0	0	12	79	34	10	17	11	5	18	16	202
2021	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	409	347	363	465	492	601	417	570	578	669	493	428	5832
Electrical	185	187	164	249	196	237	200	204	227	284	184	190	2507
Mechanical	179	218	238	226	222	279	180	283	232	200	230	258	2745
Plumbing	230	182	204	194	182	237	189	201	230	167	155	155	2326
Total	1003	934	969	1134	1092	1354	986	1258	1267	1320	1062	1031	13410
Virtual	12	12	15	21	13	10	13	4	9	13	8	1	131
2022	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	346	335	389	545	575	699	727	749	728	679	605	414	6791
Electrical	178	165	206	208	252	265	238	300	280	679	211	213	3195
Mechanical	231	192	306	249	224	316	261	241	299	679	232	222	3452
Plumbing	151	166	241	233	277	248	218	239	231	679	179	201	3063
Total	906	858	1142	1235	1328	1528	1444	1529	1538	679	1227	1050	16501
Virtual	7	5	4	4	14	16	23	9	14	679	3	5	783
2023	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	433	333	398	436	716	687	609	738	612	685	560	476	6683
Electrical	182	198	188	203	295	283	238	277	243	301	201	129	2738
Mechanical	252	207	233	211	275	288	269	292	215	304	264	258	3068
Plumbing	184	196	201	204	268	328	308	358	216	255	247	223	2988
Total	1051	934	1020	1054	1554	1586	1424	1665	1286	1545	1272	1086	15477
Virtual	2	5	4	10	9	5	5	7	6	6	5	8	72
2024	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	423	413	377	576	650	611	659	606	573	780	518	471	6657
Electrical	241	190	175	351	269	247	263	264	242	279	187	212	2920
Mechanical	302	245	208	295	271	311	308	280	225	270	232	229	3176
Plumbing	264	247	214	944	293	269	247	258	207	236	168	190	3537
Total	1230	1095	974	2166	1483	1438	1477	1408	1247	1565	1105	1102	16290
Virtual	3	4	3	677	6	9	7	10	9	7	5	9	749
2025	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Total YTD**
Building	471	367	359	478	657	654	646	718	684	821	579	437	6871
Electrical	210	190	149	404	256	288	263	287	276	331	278	228	3160
Mechanical	304	258	217	236	275	328	313	273	339	286	180	180	3189
Plumbing	218	211	200	195	322	264	237	239	269	296	208	225	2884
Total	1203	1026	925	1313	1510	1534	1459	1517	1568	1734	1245	1070	16104
Virtual	14	7	7	3	7	6	3	4	9	3	5	4	72

6,871 in 2025. Electrical inspections increased from **2,920 to 3,160**, while mechanical inspections remained relatively consistent at **3,189**, compared with **3,176 in 2024**. Plumbing inspections decreased from **3,537 to 2,884**. Overall, the data demonstrates that inspection activity remained strong throughout 2025, with workload levels continuing to require significant inspection resources across all trades.

Financial – Revenue

Table 6 details permit revenue collected by the department from 2010 through 2025. Total permit revenue for 2025 was **$1,809,211.00**, compared with **$1,700,216.98 in 2024**, representing an increase of approximately **6.4%**. Building permits continued to represent the largest source of revenue, while electrical and plumbing revenues increased from the previous year.

There were no increases to the Department Fee Schedule during 2025, with permit fee rates remaining unchanged since 2020. Annual revenue is influenced by the number and type of permits issued, as well as the value, size, and scope of individual projects.

Table 6 - Permit Revenue - 2010 - 2025

Year	Building	Electrical	Mechanical	Plumbing	Misc/Rest	License Reg	Total
2010	$310,320.79	$86,443.00	$86,730.00	$40,280.00	$1,847.70	$0.00	$525,621.49
2015	$423,667.82	$142,658.00	$146,153.00	$90,322.00	$349.41	$0.00	$803,150.23
2020	$569,724.00	$176,966.00	$197,785.00	$138,776.00	$299.00	$1,640.00	$1,085,190.00
2021	$947,405.00	$212,928.00	$167,288.00	$242,172.00	$2,026.00	$4,090.00	$1,575,909.00
2022	$747,520.56	$226,044.00	$261,345.00	$169,687.00	$3,295.00	$1,300.00	$1,409,191.56
2023	$936,958.00	$226,260.00	$254,882.00	$187,212.00	$2,388.50	$355.00	$1,608,055.50
2024	$997,939.98	$242,610.00	$269,472.50	$180,563.00	$6,706.50	$2,925.00	$1,700,216.98
2025	$982,154.00	$293,502.00	$203,231.00	$326,370.00	$3,019.00	$935.00	$1,809,211.00
Average	$739,461.27	$200,926.38	$198,360.81	$171,922.75	$2,491.39	$1,405.63	$1,314,568.22

The department's Licensee Registration Program applies to certain mechanical and plumbing license holders and operates on a three-year registration cycle. The current cycle began in 2024, with registration revenue included in the totals shown in Table 6.

Permit revenue collected in one year may support department services for several years. Larger projects and homeowner projects frequently remain active beyond the year permits are issued, requiring inspections and administrative services in subsequent years. Maintaining adequate revenue and reserves is therefore important to support these continuing obligations.

Financial - General Fund: Revenue and Expenses

The Building Department operates under an independent departmental budget administered through the County General Fund. Revenue generated from permits and related fees supports department operations, with expenditures accounted for separately within the County's financial system. **Table 7** provides a historical comparison of department budgets, expenditures, indirect expenses, and revenue from 2010 through 2025.

In 2025, regular department expenditures totaled **$1,408,525.84**, which was **$24,601.16 below the amended budget**. Including **$140,722.27 in indirect expenses**, total department expenses were **$1,549,248.11**. Revenue totaled **$1,809,211.00**, resulting in revenue exceeding total expenses by **$259,962.89**.

Table 7 - Building Department General Fund - 2010 - 2025

Year	Initial Budget	Amended Budget	Expenditures	Indirect Expenses	Total Expenses Incl. Indirect Expenses	Under(Over) w/o Indirect Exp.	Revenue	Revenue over/under Expenses
2010	$328,925.00	$385,886.25	$371,960.55	$62,868.00	$434,828.55	$13,925.70	$525,621.49	$90,792.94
2015	$472,485.00	$472,485.00	$540,067.03	$38,390.60	$578,457.63	$67,582.03	$803,150.23	$224,692.60
2016	$685,896.00	$685,896.00	$593,356.11	$100,068.36	$693,424.47	$92,539.89	$906,110.89	$212,686.42
2017	$670,319.31	$670,319.31	$664,739.00	$101,569.36	$766,308.36	$5,580.31	$954,591.59	$188,283.23
2018	$994,819.87	$905,305.00	$855,034.33	$122,265.00	$977,299.33	$50,270.67	$1,196,505.18	$219,205.85
2019	$987,259.00	$969,055.00	$940,832.00	$127,774.50	$1,068,606.50	$28,223.00	$1,533,941.35	$465,334.85
2020	$1,167,654.00	$954,308.00	$941,641.00	$147,157.50	$1,088,798.50	$12,667.00	$1,085,190.00	$3,608.50
2021	$1,116,898.00	$1,084,127.00	$1,076,468.00	$161,509.50	$1,237,977.50	$7,659.00	$1,575,909.00	$337,931.50
2022	$1,226,344.00	$1,226,344.00	$1,195,147.49	$169,947.50	$1,365,094.99	$31,196.51	$1,409,191.56	$44,096.57
2023	$1,395,917.00	$1,349,443.00	$1,328,983.20	$167,129.50	$1,496,112.70	$20,459.80	$1,608,055.50	$111,942.80
2024	$1,424,546.00	$1,424,546.00	$1,385,014.27	$154,254.50	$1,539,268.77	$39,531.73	$1,700,216.98	$160,948.21
2025	$1,459,335.00	$1,433,127.00	$1,408,525.84	$140,722.27	$1,549,248.11	$24,601.16	$1,809,211.00	$259,962.89

The **2025 year-end budget report shown on page 11** provides a more detailed breakdown of actual revenue and expenditures. Building permits represented the largest source of revenue at **$982,154**, followed by plumbing at **$326,370**, electrical at **$293,502**, and mechanical at **$203,231**. The largest portion of department expenditures was associated with employee wages and benefits, with remaining expenditures supporting vehicles and fuel, technology, training, supplies, and other operational needs.

Department revenue continues to support the cost of operations without reliance on general taxpayer funding. Revenue exceeding annual expenses is retained to support ongoing department obligations, including inspections and services associated with permits that may remain active for several years, and to provide financial stability during years when department expenses may exceed annual revenue.

2025 Building Department Budget – Revenue & Expense Breakdown

GL NUMBER	DESCRIPTION	Year Ended 12/31/2025	ACTUAL BUDGET
Fund 101 - General Fund			
ESTIMATED REVENUES			
Dept 000 - N0N-DEPARTMENTAL			
REVENUES			
101-000-480.000	CONSTRUCTION - BUILDING PERMITS		982,154.00
101-000-481.000	CONSTRUCTION - ELECTRICAL PERMITS		293,502.00
101-000-482.000	CONSTRUCTION - PLUMBING PERMITS		203,231.00
101-000-657.003	CONSTRUCTION - MECHANICAL PERMITS		326,370.00
101-000-483.000	CONSTRUCTION - ORDINANCE FINES		2,843.00
101-000-675.007	CONSTRUCTION - MISC		176.00
101-000-675.008	CONSTRUCTION - BLDRS REGISTR		935.00
		Total Revenue	**1,809,211**
Dept 371 - CONSTRUCTION RESOURCES			
EXPENSES			
101-371-703.000	S & W-APPOINTED OFFICIAL		119,349.03
101-371-704.000	S & W-EMPLOYEES		792,274.86
101-371-709.000	S & W-OVERTIME		25,375.34
101-371-710.000	S & W - LEAVE INCENTIVE		9,078.91
101-371-711.000	VACATION PAYOUT		26,488.02
101-371-713.000	FRINGE BEN. - PER DIEM		1,100.00
101-371-716.000	MEDICAL OPT OUT		24,111.54
101-371-717.000	FICA - EMPLOYER		73,307.27
101-371-718.000	RETIREMENT		71,193.52
101-371-719.000	HEALTH INS		134,215.50
101-371-719.001	VISION INS		3,141.41
101-371-719.002	DENTAL INS		9,451.19
101-371-719.005	LIFE,LTD & STD INS		8,026.19
101-371-719.006	AFLAC - INS PKG		2,921.68
101-371-724.000	WORKERS COMP INS.		8,752.08
		Total Wages & Benefits	**1,308,786.54**
101-371-728.000	SUPPLIES - OFFICE & OPERATING		13,685.11
101-371-730.000	REPAIR & MAINT- SUPPLIES		120.27
101-371-751.000	POSTAGE		3,222.11
101-371-759.000	GAS/DIESEL/FUEL/OIL		12,685.99
101-371-801.000	PROF. & CONTRACTUAL SVCS.		0.00
101-371-850.000	TELEPHONE		6,200.76
101-371-852.000	INTERNET/DATA/CABLE		2,221.91
101-371-861.000	MILEAGE		224.98
101-371-903.000	PRINTING & PUBLISHING / ADVERTISING		150.00
101-371-920.000	UTILITIES, ELECTRIC		3,632.39
101-371-921.000	UTILITIES, NATURAL GAS		468.29
101-371-925.000	WASTE/GARBAGE REMOVAL		520.59
101-371-932.000	REPAIR & MAINT SERVICES- VEHICLES		4,869.02
101-371-940.000	RENTALS - EQUIPMENT, BLDG/SPACE		252.00
101-371-955.000	REGISTRATION FEES		3,429.00
101-371-956.000	TRAVEL/PD-LODGING/MEALS/MILEAGE REIM/ETC		3,538.26
101-371-958.000	MISC SERVICE & CHARGES		8,180.11
101-371-961.000	DUES & MEMBERSHIPS		3,045.00
101-371-962.000	SOFTWARE -ANNUAL MAINT/SUPPORT OR <$8500		268.21
101-371-962.005	SOFTWARE - MAINT & SUPPORT BS&A		4,478.30
101-901-981.371	VEHICLES - CONSTRUCTION RESOURCES		28,547.00
	INDIRECT EXPENSES		140,722.27
		Operating expense	**240,461.57**
		Total Expenditure	**1,549,248**

Financial - Construction Valuation

Construction valuation is used by the department as the basis for calculating building permit fees. The project use-group and type of construction, as designated by the applicable code, assist staff in determining the appropriate base value from the department's approved fee schedule.

For new construction and additions, construction valuation is generally determined by multiplying the applicable square-foot value by the project area. For alteration and demolition projects, valuation is based on the dollar value of the work provided by the permit applicant. A more detailed explanation of the valuation and permit fee calculation process is provided on page 13.

Table 8 - Residential & Commercial Valuation 2010-2025

Year	Residential	Commercial	Total Valuation
2010	$27,446,742	$23,596,181	$51,042,923
2015	$42,810,585	$17,782,499	$60,593,084
2020	$63,363,938	$15,208,778	$78,572,716
2021	$97,445,294	$40,738,779	$138,184,073
2022	$92,022,215	$23,474,139	$115,496,354
2023	$99,099,924	$93,816,947	$192,916,871
2024	$136,749,124	$15,553,888	$152,303,012
2025	$136,950,951	$27,112,410	$164,063,361
Average	$86,986,097	$32,160,453	$119,146,549

Table 8 provides the total residential and commercial construction valuation for permits issued during 2025 and compares that activity with previous years dating back to 2010. Total construction valuation increased from $152,303,012 in 2024 to **$164,063,361 in 2025, an increase of approximately 7.7%.** The 2025 total was also well above the multi-year average of $119,146,549. Residential construction continued to represent the largest portion of total construction valuation.

Table 9 - Addition, Alteration, Demo Valuation - 2010-2025

Year	Residential	Total B Permits	Commercial	Total B permits	Total Valuation
2010	$11,307,182	511	$9,544,893	113	$20,852,075
2015	$17,081,639	792	$5,517,649	152	$22,599,288
2020	$28,820,115	975	$11,000,660	77	$39,820,775
2021	$36,396,662	1,060	$24,818,806	199	$61,215,468
2022	$46,866,470	1,188	$11,768,994	206	$58,635,464
2023	$58,185,151	1,170	$61,197,591	185	$119,382,742
2024	$66,052,877	1,350	$10,114,411	129	$76,167,288
2025	$76,606,721	1,381	$18,262,822	227	$94,869,543
Average	$42,664,602	1,053	$19,028,228	161	$61,692,830

Tables 9 and 10 provide a more detailed breakdown of construction valuation and permit activity. Table 9 summarizes **addition, alteration, and demolition projects**, while Table 10 summarizes **new construction**, with residential and commercial activity shown separately. The tables provide both the total construction valuation and number of permits issued, allowing comparison with prior years dating back to 2010.

Table 10 - New Construction Valuation - 2010 - 2025

Year	Residential	Total B Permits	Commercial	Total B Permits	Total Valuation
2010	$13,378,525	18	$16,572,735	22	$29,951,260
2015	$25,728,946	175	$12,264,850	43	$37,993,796
2020	$34,543,823	233	$4,208,118	31	$38,751,941
2021	$61,048,632	283	$15,919,973	60	$76,968,605
2022	$45,155,745	244	$11,705,145	64	$56,860,890
2023	$40,914,773	232	$32,619,356	56	$73,534,129
2024	$70,696,247	285	$5,439,477	40	$76,135,724
2025	$60,344,230	255	$8,849,588	38	$69,193,818
Average	$43,976,365	216	$13,447,405	44	$57,423,770

In 2025, additions, alterations, and demolitions accounted for **$94,869,543** in construction valuation, increasing from **$76,167,288 in 2024**. New construction accounted for **$69,193,818**, compared with **$76,135,724 in 2024**. This demonstrates that the increase in overall construction valuation during 2025 was primarily associated with additions, alterations, and demolition activity.

Annual construction valuation can vary considerably based on the number, size, type, and complexity of projects permitted during a particular year. A relatively small number of large projects can significantly affect annual valuation; therefore, construction valuation and the number of permits issued should be considered together when evaluating overall construction activity.

Financial - Permit Fees

Pages 14 through 18 of this report contain the Emmet County Building Permit Fee Schedule, including the Construction Valuation Table used by the department to calculate building permit fees.

The department reviews its fee schedule annually and recommends changes when necessary. No changes were proposed or made to the Fee Schedule during **2025**. The last changes were approved by the Board of Commissioners in September 2020. The current fee schedule is available to the public through the department webpage.

Building permit fees for new construction and additions are based on the Construction Valuation Table contained within the Fee Schedule. Construction valuation is determined by multiplying the total square footage of the project by the applicable square-foot value based on the building use and construction type. The department continues to use the ICC construction valuation data adopted with the 2020 Fee Schedule. Although construction costs have increased since that time, the current valuation figures and fee structure have continued to provide sufficient revenue to support department operations.

Once the construction valuation is established, the applicable fee factor is applied: **0.00462 for residential construction** and **0.0060 for projects regulated under the commercial code**. A **$65 administrative fee** is then added. Plan review fees are also assessed when applicable and vary according to project valuation, reflecting the additional review typically required as project size and complexity increase.

Permit fees for alterations, remodeling, and demolition are calculated in a similar manner; however, the construction value is generally based on the dollar value of the work provided by the permit applicant rather than square footage. The applicable residential or commercial fee factor is applied to that valuation, along with the administrative fee and any required plan review fee.

As reflected in Tables 8, 9, and 10, construction activity remained strong during 2025. Addition, alteration, and demolition activity continued to represent a significant portion of the department's building permit workload. Because alteration and remodeling valuations are generally based on values reported by permit applicants, the relationship between the number of permits issued, total construction valuation, and permit revenue can vary from year to year.

Sub-trade permit fees for electrical, mechanical, and plumbing work are based on the specific categories and quantities of work identified on each permit application. Individual line-item fees are combined with the **$65 application fee** to determine the total permit fee. Changes to sub-trade permit fees were last approved in September 2020, including amendments to plan review fees for fire suppression systems. **No changes were proposed or made to the sub-trade permit fees during 2025.**

Emmet County Planning, Zoning & Construction Resources
2020 Building Permit Fee Schedule

Administrative Fee: An Administrative fee of $65.00 shall be applied to all Building and Sub-Trade Permit applications.

Permit Fee Refunds: Permit fee refunds must be requested in writing and shall only be considered if no construction activities or inspections have occurred. Administrative fees and Plan Review fees/costs shall be non-refundable, and will be subtracted from any approved refund amount.

Minimum Permit Fee: The minimum total permit fee for Building Permits shall be $90.00 except that the minimum total Building Permit Fee for the foundation and set-up of a moved existing residence or State Approved Modular or HUD manufactured residence shall be a minimum of $200.00.

HUD Form 309 Completion: Completion by the Department, of the HUD 309 Form, necessary for final approval of the installation of a new mobile home per HUD requirements, shall be assessed a fee of $100.00, and shall be paid by the mobile home installer prior to his/her receipt of the completed HUD Form 309.

New Construction Building Permits: One & Two Family Dwelling, (R-3); Mobile Homes, (MH); and Residential Utility or Accessory Building (Garage), (U): Building Permit Fee = $65.00 + (BPV x "R" Factor) (BPV calculated using Construction Valuation Data - ICC Table, page 2) plus the Plan Review Fee as detailed on Page 3.
All Other Use Groups: Building Permit Fee = $65.00 + (BPV x "O" Factor) (BPV calculated using Construction Valuation Data - ICC Table page 2) plus the Plan Review Fee as detailed on Page 3.

Alterations, Change in Use, Demolition Permits: Permits shall be based upon the estimated construction value of the work, as provided by the applicant, or the value, based upon the specific change in use calculations, for the areas involved.
One & Two Family Dwelling, (R-3); Mobile Homes, (MH); and Residential Utility or Accessory Building (Garage), (U): Building Permit Fee = $65.00 + (BPV x "R" Factor) (BPV calculated using Construction Valuation Data - ICC Table, page 2) plus the Plan Review Fee as detailed on Page 3 if applicable.
All Other Use Groups: Building Permit Fee = $65.00 + (BPV x "O" Factor) (BPV calculated using Construction Valuation Data - ICC Table page 2) plus the Plan Review Fee as detailed on Page 3 if applicable.

Amendment of Permits: Amendments to permits, for revision of the scope of work under that permit, and no revised plans are required for the revisions, shall be subject to additional permit fees that will be based on the additional construction valuation (new construction based on the Construction Valuation Table, alteration construction valuation based on the value provided by the permit applicant). Additional fees shall be assessed to the permit with those fees to be paid prior to any further inspection approvals.

Amendments to permits for revision of the scope of work, where revised plans are required, shall include the completion and submittal of an additional building permit application, as well as revised plans, an Administrative Fee of $65.00, a plan review fee as per the Plan Review Fee Schedule (page 2) and permit fees based on the additional construction valuation (new construction based on the Construction Valuation Table, alteration construction valuation based on the value provided by the permit applicant). Additional fees shall be assessed to the permit with those fees to be paid prior to any further inspection approvals

Fee Calculation using the Construction Valuation Table (CVT - Page 2)
All new construction value shall be computed using the square foot value from the CVT.
Crawl spaces & slab on grade construction (all use groups), shall be computed at 10% of the square foot value of the CVT.
Unfinished basements (all use groups), shall be computed at 30% of the square foot value from the CVT.
Finished basements (all use groups), shall be computed at 60% of the square foot value from the CVT.
Exterior balconies, decks, porches, etc. shall be computed at 50% of the square foot value for types I & II construction, and 33% of the square foot value for types III, IV & V construction from the CVT.

Towers: Communication Towers, radio towers, television towers, wind turbine towers (measured to the top of the blade in the vertical position), etc. shall be charged a flat fee of $200.00 for height up to 100 feet which includes the Administrative Fee. Towers exceeding 100 feet will be charged an additional $2.00 per lineal foot for tower height that exceeds 100 feet in height.

Sub Trade Permits: Sub Trade permit fees shall be in accordance with those provided on page 2 of the sub trade permit applications.
Special Inspection Requests: Special inspections shall be conducted upon application with fees of $65.00 Administrative fee plus $65.00 per hour or fraction thereof.

Additional Inspections: Re-inspections or additional inspections will be billed $65.00 for each, where previous corrections have not been made, inspections cannot be performed due to lack of access, or for inspections made prior to the permit being issued.

Work Started Without Permits, Investigation Inspections: Work started without a permit shall be assessed an additional fee of $200.00. This includes an additional administrative fee of $100.00 and an Investigation Inspection fee of $100.00.

At the discretion of the Building Official, up to 50% of the Additional Fee for work performed without a permit by a homeowner may be waived, if the owner cooperatively and promptly responds to Violation One Letter, submits a completed permit application and all required supporting documentation and plans, and makes payment of all applicable permit fees prior to issuance of Violation Letter 2. Additional fees shall not be waived for contractors.

Plan Review: Unless deemed work minor in nature by the Building Official, the Plan Review Schedule on page 3 shall be applied to all construction projects where plans are required to be reviewed for code compliance, including the sub trade permits, Plan Review Fee shall be calculated in accordance with the Plan Review Fee Schedule (see page 3).

Construction Board of Appeals: Filing an appeal to the Emmet Building Inspection Department Board of Appeals shall be accompanied by a filing fee of $500.00.

Renewal of Expired Permits: Expired permits (all trades) renewed within 30 days of expiration shall be assessed a $65.00 renewal fee. Permits not renewed within 30 days shall require re-application, administrative fee of $65.00 plus $65.00 per inspection necessary to be granted final approval of the construction. Renewal fees shall apply to each separate expired permit related to a construction project.

Contractor License Registration Fee:
All electrical, mechanical and plumbing contractors licensed under 2016 PA407 (Skilled Trades Act), and working in Emmet County, shall register their license information with the Emmet County Planning, Zoning & Construction Resources Department. As directed by 2016 PA407, the Licensee Registration Application shall be completed and submitted with the applicable fee, and a copy of each license held by the licensee for department records. Any changes in contact or licensing information after registration shall be reported as soon as possible to the department to maintain accurate contact and licensing information in the department records. The registration cycle shall be 3 years in length beginning January 1, 2021. Those registering in years 2 and 3 of the cycle shall be at a prorated amount. The fee for registration shall be as follows:

Year Registration Received	Registration Fee	Expiration of Registration
January 1, 2021 – December 31, 2021	$15.00	December 31, 2023
January 1, 2022 – December 31, 2022	$10.00	December 31, 2023
January 1, 2023 – December 31, 2023	$5.00	December 31, 2023

Construction Valuation Calculation:
The following building valuation data represents average valuations for most buildings. This data is used as an aid for the building official to determine if the permit valuation is underestimated. It should be noted that, when using this data, these are average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. Architectural fees, land cost and off site costs are not included. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Notations:
The Building Permit Value (BPV) is computed using the adopted Construction Valuation Table, which is based upon the most recent construction valuation table published by ICC. "R" Factor = Residential. "O" Factor = Other.
The O Factor is set at approximately 1.3 times the "R" Factor. These factors are reviewed by the Building Official, changes determined, and reviewed and approved by the Emmet County Board of Commissioners.
BPV = Building Permit Value; R = 0.00462 (Residential Factor Multiplication);
O = 0.0060 (Commercial Factor Multiplication).

Emmet County Building Department Construction Valuation Table
"R" Factor = 0.00462 "O" Factor = 0.0060

Use Group - February 2017 ICC Construction Valuation Table	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	229.26	221.37	216.01	207.16	194.94	189.29	200.61	178.00	171.48
A-1 Assembly, theaters, without stage	210.11	202.22	196.86	188.01	175.94	170.29	181.46	158.99	152.48
A-2 Assembly, nightclubs	179.28	174.08	169.68	162.81	153.48	149.24	157.08	138.97	134.26
A-2 Assembly, restaurants, bars, banquet halls	178.28	173.08	167.68	161.81	151.48	148.24	156.08	136.97	133.26
A-3 Assembly, churches	212.12	204.22	198.87	190.01	178.14	172.49	183.47	161.20	154.68
A-3 Assembly, general, community halls, libraries, museums	176.94	169.04	162.69	154.83	141.96	137.30	148.28	125.01	119.50
A-4 Assembly, arenas	209.11	201.22	194.86	187.01	173.94	169.29	180.46	156.99	151.48
B Business	182.98	176.21	170.40	161.91	147.69	142.14	155.55	129.66	123.97
E Educational	194.27	187.38	182.00	173.88	162.37	154.12	167.88	141.89	137.57
F-1 Factory and industrial, moderate hazard	109.64	104.60	98.57	94.77	85.03	81.17	90.78	71.30	66.75
F-2 Factory and industrial, low hazard	108.64	103.60	98.57	93.77	85.03	80.17	89.78	71.30	65.75
H-1 High Hazard, explosives	102.63	97.58	92.55	87.75	79.22	74.36	83.76	65.48	N/P
H234 High Hazard	102.63	97.58	92.55	87.75	79.22	74.36	83.76	65.48	59.94
H-5 HPM	182.98	176.21	170.40	161.91	147.69	142.14	155.55	129.66	123.97
I-1 Institutional, supervised environment	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
I-2 Institutional, hospitals	307.93	301.16	295.35	286.86	271.68	0.00	280.50	253.65	N/P
I-2 Institutional, nursing homes	213.36	206.59	200.78	192.29	179.07	0.00	185.93	161.04	N/P
I-3 Institutional, restrained	208.19	201.43	195.62	187.12	174.39	167.85	180.76	156.37	148.68
I-4 Institutional, day care facilities	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
M Mercantile	133.57	128.37	122.97	117.10	107.27	104.03	111.38	92.75	89.05
R-1 Residential, hotels	185.63	179.39	174.24	166.97	153.72	149.58	167.06	137.86	133.61
R-2 Residential, multiple family	155.74	149.50	144.35	137.09	124.57	120.43	137.17	108.71	104.47
R-3 Residential, one- and two-family	145.23	141.28	137.64	134.18	129.27	125.87	131.94	120.96	113.85
R-4 Residential, care/assisted living facilities	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
S-1 Storage, moderate hazard	101.63	96.58	90.55	86.75	77.22	73.36	82.76	63.48	58.94
S-2 Storage, low hazard	100.63	95.58	90.55	85.75	77.22	72.36	81.76	63.48	57.94
U Utility, miscellaneous	78.63	74.24	69.76	66.20	59.84	55.88	63.23	47.31	45.09
U Utility, Residential	78.63	74.24	69.76	66.20	59.84	55.88	63.23	47.31	45.09
U Residential Carport or Portable Accessory under 300 sf	**N.P**	**NP**	**NP**	**NP**	**NP**	**NP**	**NP**	**NP**	22.32

Plan Review Fees

Plan Review Schedule: All construction requiring plan submittal shall be subject to a plan review fee. Fees for plan review are based on a percentage of the construction valuation. The Construction Valuation Table shall be used for all new construction and change in use projects. The valuation of construction shall be provided on the Building Permit Application by the permit applicant, and shall be used to determine the plan review fee cost for alterations. The Plan Review Fee shall be determined by: Construction Value divided by $1,000.00 x 0.25 = Plan Review Fee. The minimum Plan Review Fee shall be $25.00. Initial Plan Reviews prior to application for a building permit shall be subject to the same rates shown below, and shall be paid prior to complete review of plans. Plan re-reviews, for substantial changes in planned construction, shall be subject to additional Plan Review fees at the Plan Review Rates below.

Construction Value	Plan Review Fee
Construction Value = $0 - $66,000	$25.00 Plan Review Fee
Construction Value = $66,001 – $132,000	$40.00 Plan Review Fee
Construction Value = $132,001 - $198,000	$55.00 Plan Review Fee
Construction Value = $198,001 - $264,000	$70.00 Plan Review Fee
Construction Value = $264,000 – $333,000	$85.00 Plan Review Fee
Construction Value = $333,001 - $400,000	$100.00 Plan Review Fee
Construction Value = $400,001 and above *	CV divided by 1,000 x 0.25 = Plan Review Fee *
Sub Trade Plan Reviews when required *	25% of the Building Plan Review Fee with a minimum of $65.00 * **
**Complex projects that require consultation and review services from outside sources may incur additional fees for such services. Reimbursement of such fees shall be the responsibility of the permit applicant and will be invoiced in accordingly. **Fire Protection Systems and Fire Alarms Systems Plan Review shall be in accordance with the Tables shown in this Fee Schedule.*	

Fire Protection Systems Plan Review Fee Schedule

1. Sprinkler Systems
   a. The fee for Plan Review Services shall be based on the total number of sprinkler devices in the fire protection system, in accordance with the table below:

Number of Sprinklers	Pipe Schedule Systems Review Fee	Hydraulically Calculated Systems Review Fee
1 to 20	$185.00	$200.00
21 to 100	$200.00	$400.00
101 to 200	$240.00	$550.00
201 to 300	$275.00	$650.00
301 to 500	$420.00	$850.00
Over 500	$420.00 plus $0.50 for each sprinkler over 500	$850.00 plus $0.95 for each sprinkler over 500

2. Fire Pumps
   a. Each Pump System = $200.00

3. Restaurant Wet or Dry Chemical System
   a. Restaurant System flat rate per hood system = $200.00
   b. Each additional system or hood reviewed at the same time and at the same building = $100.00

4. Restaurant Mechanical Hood and Duct System
   a. Flat rate per hood = $200.00
   b. Each additional hood system reviewed at the same time and at the same building = $75.00

5. Foam, Carbon Dioxide, Halon and Clean-agent Extinguishing Systems
   a. Each System = $200.00
   b. Each additional hood system reviewed at the same time and at the same building = $100.00

6. Automatic Water Mist System
   a. Each system = $200.00
   b. Each additional system reviewed at the same time and at the same building = $100.00

Fire Alarm Systems Plan Review Fee Schedule

Fire Alarm Plan Review Fee shall be based on the total number of alarms devices in the fire alarm system, in accordance with the table below:

Number of Alarm Devices	Fire Alarm System Review Fee
1 to 25	$250.00
26 to 50	$475.00
51 to 75	$675.00
76 to 100	$850.00
101 to 125	$1200.00
Over 125	$1200.00 plus $5.00 for each device over 125
Connected to Fire Suppression System	$75.00

Summary

The Emmet County Building Inspection Department continues to operate in a fiscally responsible manner while providing an important public safety service to the citizens of Emmet County. Permit and related revenue supports department operations without the need for ongoing General Fund assistance, allowing the department to operate as a user-funded system. Maintaining an appropriate fund balance also provides financial stability for future obligations associated with active permits and years when revenue may not be sufficient to fully offset department expenses.

Local administration and enforcement of the State of Michigan construction codes provides timely inspections, efficient permit processing, and direct access to department staff for contractors, design professionals, permit holders, and the general public. The department's responsibility is to administer and enforce the minimum construction standards established by the State in a fair, consistent, and equitable manner while providing guidance and assistance throughout the permitting and inspection process.

Construction activity remained strong throughout **2025**, continuing to place significant demands on permitting, plan review, and inspection services. The department continues to monitor workloads, staffing needs, and available resources to ensure that a high level of service can be maintained as construction activity changes. Communication, education, and public outreach also remain important components of department operations and help promote a better understanding of code requirements and the permitting process.

Department staff participate in local, regional, and statewide code organizations and regularly attend continuing education to remain current with changes in codes, regulations, construction methods, and products. The department also maintains working relationships with neighboring jurisdictions and other agencies, providing opportunities to exchange information, discuss code interpretation, and promote consistency in code administration throughout northern Michigan.

The department has a long-standing history of serving Emmet County and remains committed to **public safety, fiscal responsibility, professional code administration, and quality customer service**. Through the combined efforts of the department team, the County continues to provide a locally administered construction code program focused on ensuring safe and code-compliant buildings and structures for those who **live, work, and visit Emmet County**.

EMMET COUNTY - Board of Commissioners
November 9, 2026

Administrator's Report

VOTE:

ATTACHMENTS:
2026 Nov 9th Administrators report reviewed.docx
Fall 2026 Economic Pulse Report.pdf

Emmet County Board of Commissioners Meeting

November 9, 2026
Administrator's Report

Airport

The taxiway project is now two weeks into its third and final phase. The remaining work includes asphalt paving at the intersection of Taxiways Bravo, Charlie, and Alpha, which represents the last major paving component of the project.

Airfield lighting improvements are also nearing completion, including the installation of additional signage, blue LED edge lights mounted on individual bases, and new underground conduit systems. Both runways remain open, and contractors continue to work as weather conditions permit to complete the final sections of the project.

New haul roads and perimeter access roads will remain in place after construction, providing improved access for airport operations and emergency response vehicles within the secured airfield perimeter.

The project remains on schedule for completion in mid-November.

A new LED airport beacon is scheduled to be installed next week by J Ranck to replace the 1970s version that is no longer serviceable.

Flat roof project is completed on the main terminal.

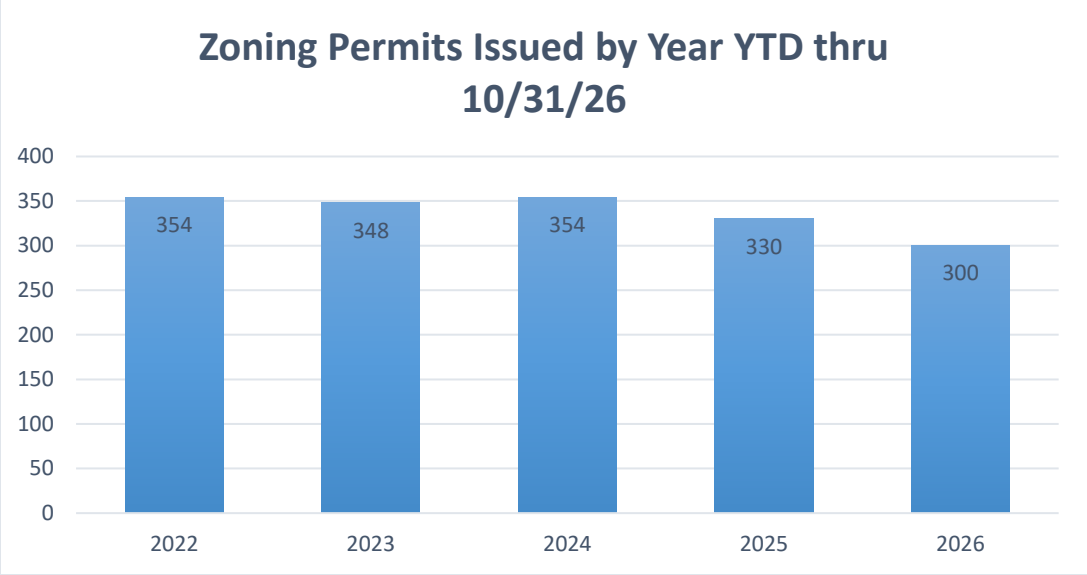
SkyWest is now flying two flights a day to and from Detroit for the winter schedule

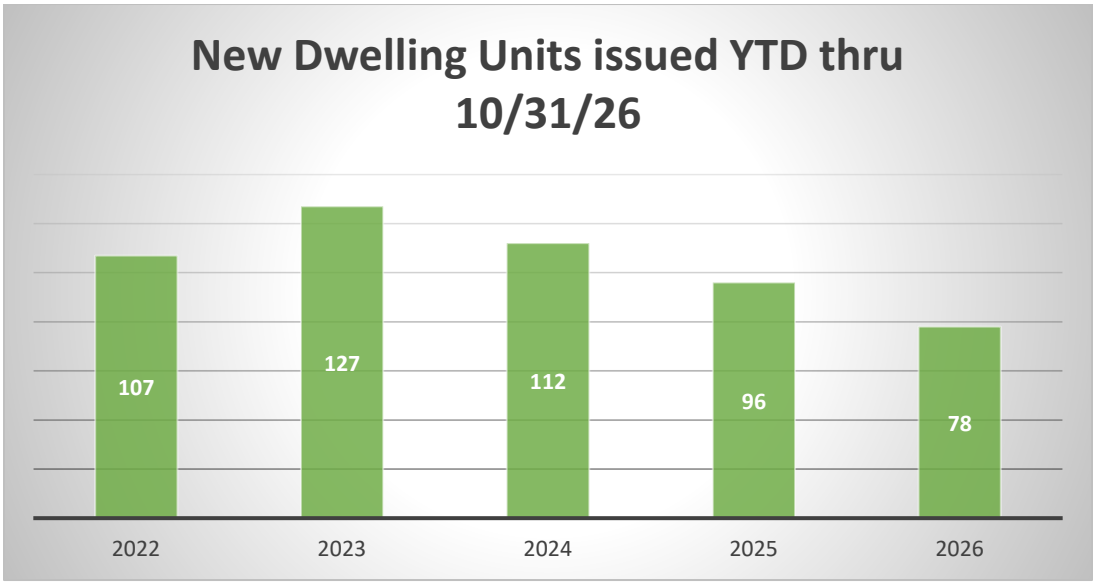
Planning and Zoning

The number of Soil Erosion Permits for 2026 are up again in October, keeping the number of permits issued year-to-date above both 2024 and 2025. Zoning permits issued for October decreased compared to one year ago. New dwelling permits for 2026 are down by 18 permits compared to 2025. The number of zoning permits issued for new dwellings remains below the five-year average.

The Planning Commission (PC) reviewed two cases in October; a Special Use Permit for a communications tower in Readmond Township was approved on Wormwood Lane, a Special Use Permit for an auto body/vehicle repair facility in an existing building (formerly AT&T) on Hiawatha Trail in Bear Creek Township was also approved. The Planning Commission continues to work on the Master Plan, Data Center Zoning Ordinance standards and housing research.

The Zoning Board of Appeals reviewed one case. One case was not able to be heard as it was for a commercial storage building expansion in Carp Lake Township. The ZBA case was approved for a dimensional variance for a kennel use of an existing commercial structure – within 500 feet of a residential district boundary.





Parks and Recreation

Upcoming Programming events:

Fairgrounds: Brother Dan's Holiday Craft Show, November 21,2026, 9am-4pm. We are now accepting vendors on our waitlist. We are at capacity with 36 vendors registered.

Fairgrounds: Visit with Santa; December 12th, 12-3PM

Santa is coming to town! Don't miss out on your chance to visit Santa at the Fairgrounds Community Center. There will be holiday themed arts and crafts, hot cocoa and of course cookies for all to enjoy.

Park Programming, past events:

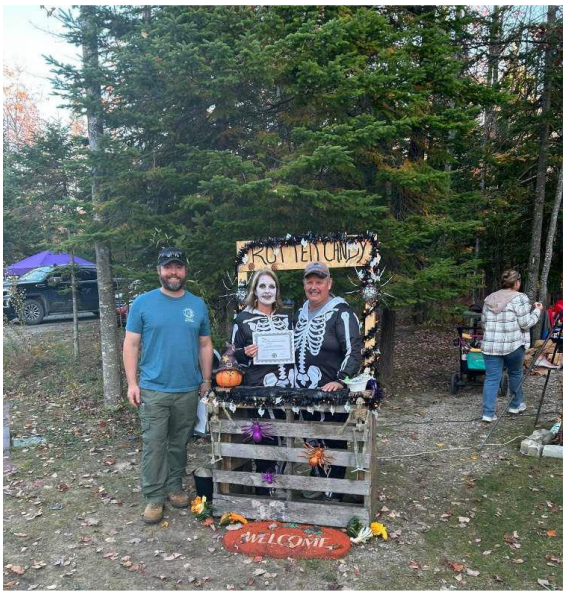
Camp Petosega: Halloween Weekend #2, October 10th, 5pm-9pm – Trick O Treating through the Campground was from 5pm-7pm, and the haunted trail was 7:30-9PM. Every campsite was booked. Over 600 people were in attendance.Thanks again to EMS and the Sheriff's department for participating.

McGulpin Point Lighthouse: Autumn at McGulpin Lighthouse, October 17th, 10am-4pm – 75+ people attended

Headlands: Full Moon Hike w/ Little Traverse Conservancy, October 26th, 8PM - 72 attended.

Crooked River Lock:
The Lock is now closed for the season. As of Sunday 11/1, the Lock Gates are fully open and just off the water surface









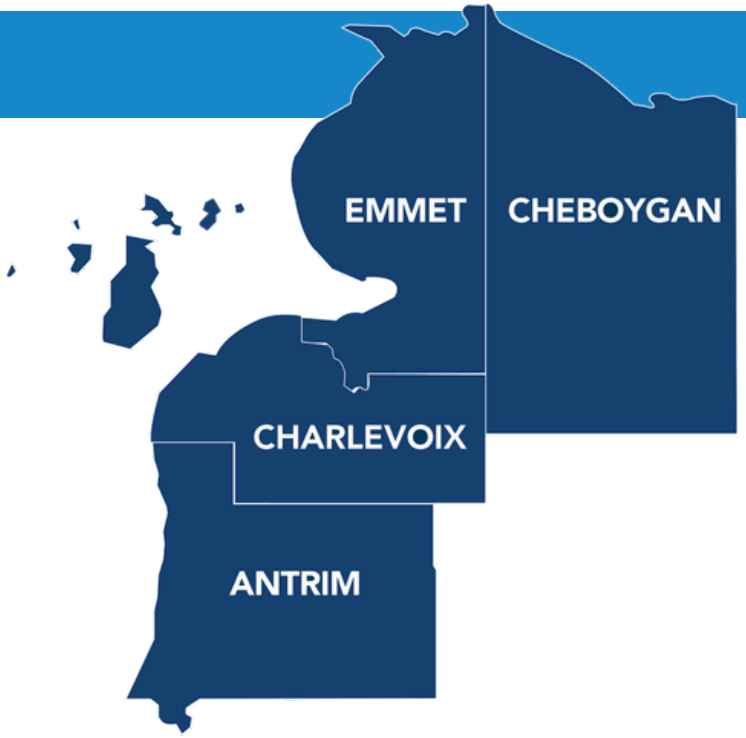
ECONOMIC PULSE

Fall 2026

Northern Lakes ECONOMIC ALLIANCE

ABOUT NLEA

Northern Lakes Economic Alliance (NLEA) is the nonprofit economic development organization serving businesses and communities across the region of Antrim, Charlevoix, Cheboygan, and Emmet counties.



Mission

Our mission is to drive economic resiliency in the NLEA region by ensuring the resources, infrastructure, and policies exist to fuel business growth and community prosperity.

Strategic Priorities

Business Growth

Support businesses by reducing barriers to growth and family-supporting job creation.

Infrastructure & Development

Invest in workforce housing, mixed-use projects, infrastructure expansion, and industrial sites to meet evolving business and community needs.

Talent Retention & Attraction

Elevate career opportunities and build talent pipelines to retain and attract talent for a robust workforce.

Education & Policy

Equip local, state, and federal leaders with the tools to implement policies that support business and community investment in the region.

Why the Economic Pulse Report?

We believe data is essential for shaping effective strategies, policies, and investments that drive a stronger regional economy. The Economic Pulse Report (EPR) provides a snapshot of the latest quarterly trends, including the top economic impact issues currently on the minds of local community and business leaders.

This report is made possible by Burdco Inc. and ITC Holdings Corp.

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A FORTIS COMPANY

PROJECTS UNDERWAY

Northern Michigan businesses continue to expand their physical footprints to support their growth. New investments in redevelopment are also positioning communities to meet evolving needs. These projects represent two recent investments in the region that are creating and retaining family-supporting jobs, accelerating business growth, and advancing future housing.





Business Expansion: Royal Farms

Royal Farms in Ellsworth is making a significant investment in their hard cider and apple wine production facility and tasting room, Cellars at Royal Farms. The project includes infrastructure upgrades supporting new fermentation and processing line equipment, the retention of four existing jobs, and the creation of two new jobs. With technical assistance from the NLEA, the company was awarded a $100,000 grant from the Michigan Department of Agriculture and Rural Development's Rural Development Fund to support 57% of the anticipated project costs.

Community Transformation: Lakeview Lofts

NLEA worked with the City of East Jordan, developers, and engineers to secure a Brownfield Site Assessment through EGLE, helping advance the former East Jordan Civic Center toward redevelopment. This step paved the way for an $805,000 grant to support the costs of demolishing the existing vacant and blighted building to clear the way for Lakefront Lofts, an $8.6 million redevelopment of the site for commercial use and housing. Moving forward, NLEA will continue to work with the City to support the successful implementation of the project.



BUSINESS OUTLOOK

NLEA surveyed business leaders with operations in the region to understand their perception of the local business climate, barriers to success, and economic outlook. Responding businesses represent over 4,000 employees in the region and a variety of industries.

Our Region is a Good Place to Grow Your Business

42% of respondents agreed

Our Region is Improving as a Place to Grow Your Business

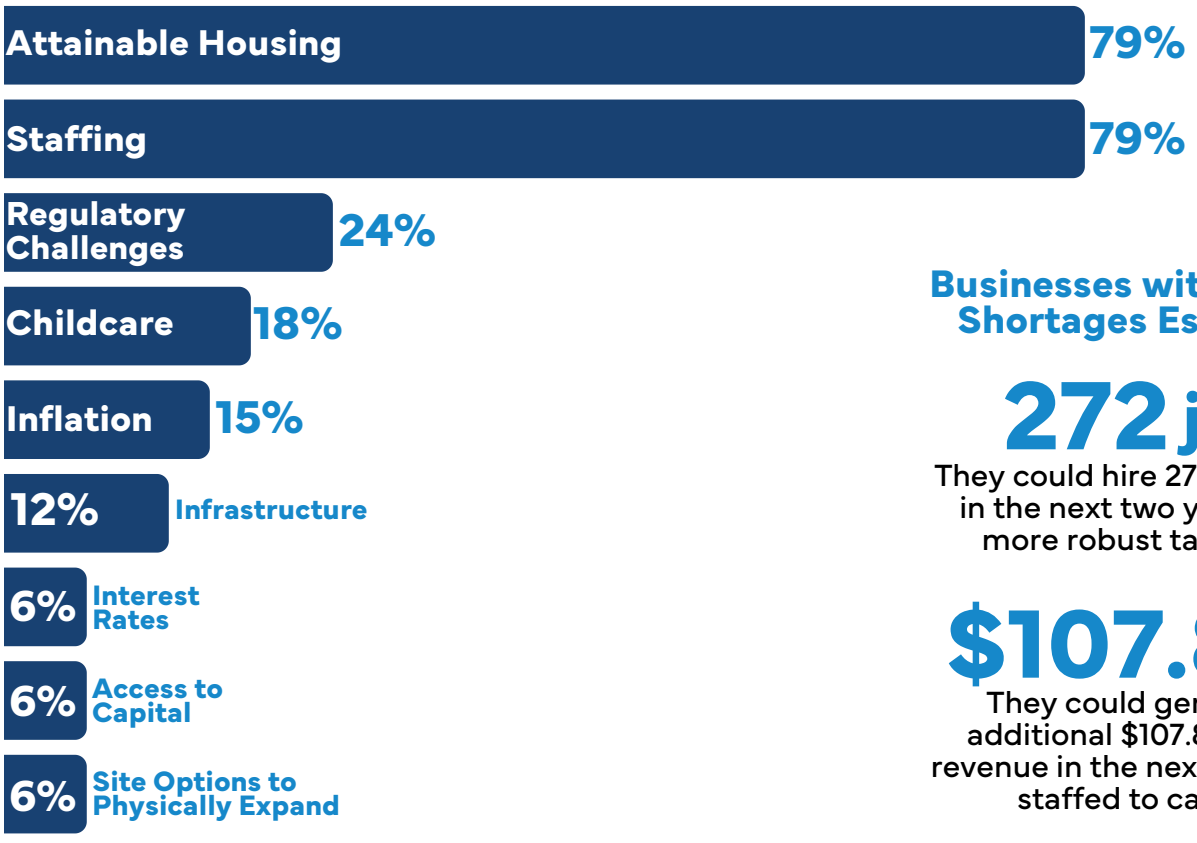
49% of respondents agreed

Perceptions of our regional business climate declined from the Spring EPR but are still within the historical bounds of the past three EPRs. There was an increase in respondents who were neutral on the first statement, increasing from 36% to 48%, implying a tepid view of the regional business climate. The large share of neutral respondents indicates that while there is not a strong negative sentiment, more must be done to improve the region's business climate.

What are the Largest Barriers to Growing Your Business?

Business leaders selected Attainable Housing and Staffing as their top challenges, consistent with previous EPRs. In this fall's survey, a greater share of businesses selected these two barriers, up from 56% and 67% respectively in the Spring EPR. Regulatory Challenges rose to the third most common barrier with respondents mentioning concerns over proposed changes to the federal definition of small businesses, a desire for greater flexibility under state programs, and challenging local building and zoning policies.

Looking forward, 55% of respondents held a positive outlook for their industry, down from the Spring EPR, but 85% reported stable or increasing sales. To support business growth, the NLEA is actively assisting companies with their expansion plans, including navigating local and financial hurdles.



Businesses with Staffing Shortages Estimated:

272 jobs

They could hire 272 employees in the next two years with a more robust talent pool.

$107.8M

They could generate an additional $107.8 million in revenue in the next two years if staffed to capacity.

LOCAL GOVERNMENT OUTLOOK

NLEA surveyed elected and appointed leaders from local units of government across the region to understand their perception of the local business climate, what they consider barriers to success, and desired forms of development.

Your Community is a Good Place to Grow a Business

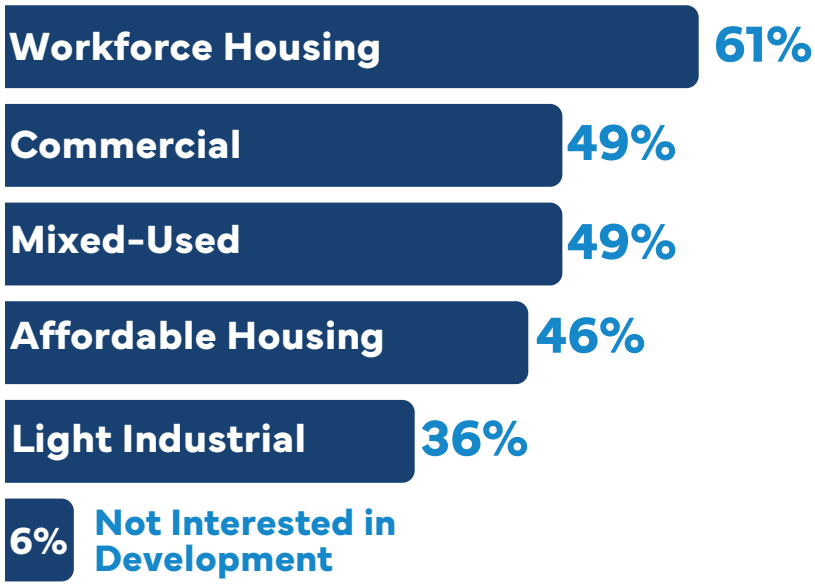
68% of respondents agreed.

Your Community is Improving as a Place to Grow a Business

64% of respondents agreed.

The survey continues to reveal that local government leaders hold a noticeably more positive perception of the regional business climate than business leaders. When asked to identify barriers to business growth, government leaders identified many of the same barriers to growth as business leaders; staffing, attainable housing, and infrastructure were the top three.

Desired Types of Development in Your Community?



The development most public sector leaders are interested in seeing is Workforce Housing, 80% to 120% of Area Median Income, up from 50% in the spring report, with Commercial and Mixed-Use development tied for the second most desirable. The desire for additional housing development aligns with extremely low residential vacancy rates in the region. Local leaders expressed roughly the same level of interest in Light Industrial as in the past two EPRs.

NLEA supports transformational development and infrastructure projects across the region by assisting communities with site selection, financing, and development incentives.



LOCAL ECONOMIC DATA

Employment Data

Labor Force	Employment	Unemployment
53,586	51,335	2,251 (4.2%)

Source: US Bureau of Labor Statistics: Local Area Unemployment Statistics' preliminary August data

Unemployment Rate

Antrim	Charlevoix	Cheboygan	Emmet
4.5%	3.8%	4.6%	4.1%

Source: US Bureau of Labor Statistics: Local Area Unemployment Statistics' preliminary August data

Labor Force Snapshot

The region's August labor force increased 2,497 compared to January and the region's August unemployment rate decreased 3.9% compared to January. These diverging trends reflect an annual cycle in the region's economy as more workers—including students, visa workers, and retirees—enter the labor force in a time of peak labor demand. As students return to school and hospitality businesses slow down, the region will see a decrease in the labor force and an increase in the unemployment rate which typically peaks in the winter months.

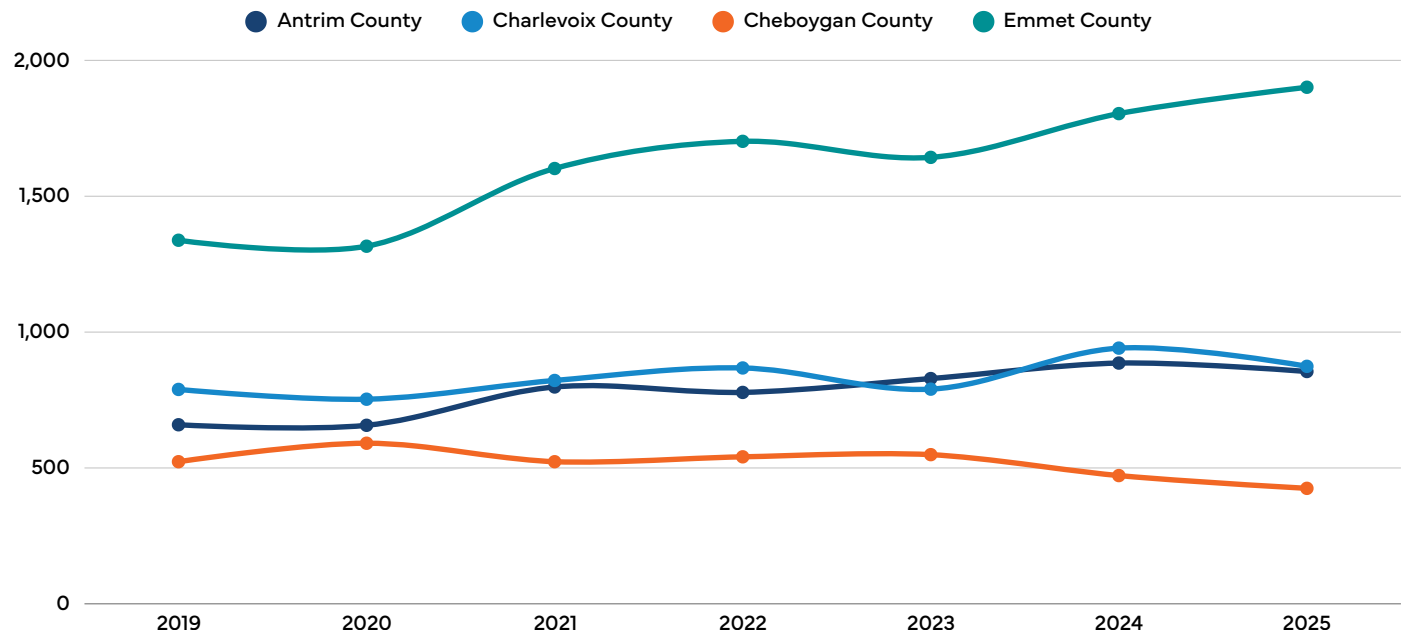
Building Permits

Antrim	Charlevoix	Cheboygan	Emmet
680	720	473	1,520

Total Construction Permits Issued Jan 1 to Sep 30

Source: County Building Departments
*Data includes new construction, additions, alterations, and demolitions.

Six-Year Building Permit Snapshot



Source: County Building Departments
*Data includes new construction, additions, alterations, and demolitions.

NLEA IN ACTION

Responding to Business Needs: Space for Expansion

Based on EPR survey results and NLEA's ongoing business outreach, we know there is an appetite among existing manufacturers to grow. However, available industrial land and infrastructure are limiting those opportunities. To respond to this need, the NLEA secured a $60,000 grant from the U.S. Department of Commerce's Economic Development Administration (EDA) to conduct a comprehensive market and site readiness analysis of manufacturing growth opportunities across the four-county service area. Supporting this sector is key to the region's economic vitality. While third in terms of employee count, the sector has an outsized impact, producing the greatest share of Gross Regional Product and wages compared to other sectors.

NLEA's work over the past year to identify industrially zoned properties found that nearly all industrial park land in the four-county region is already developed or occupied, while remaining parcels lack adequate infrastructure and require new building construction, which poses additional cost barriers. Additionally, 46% of respondents to the EPR survey stated that they have plans for a physical expansion within the region in the next four years, mostly in the Manufacturing sector. Local manufacturing firms interested in expansion were seeking square footage ranging from 4,000 to 35,000.

The final analysis will give NLEA and local government partners a data-driven roadmap for preparing the region for manufacturing investment. It will include a market overview and trends, supply and demand analysis, location and infrastructure assessments, and forecasts and recommendations. NLEA expects it to serve as a long-term resource for communities across the four counties as they work to attract, retain and grow manufacturing businesses and build a stronger, more diverse regional economy.

Growing manufacturing in Northern Michigan is an all-of-the-above strategy and requires us to work with industry at every level of government to create more opportunities for good-paying jobs. This investment will help communities attract new businesses, strengthen existing manufacturers, and build a stronger economic future.
– U.S. Senator Elissa Slotkin

This investment will help our communities identify new opportunities to grow local manufacturing, strengthen critical infrastructure, and create more good-paying, year-round jobs. I'm glad to see NLEA continuing its work to build a stronger and more resilient economy.
– U.S. Representative Jack Bergman



Aerial photo by Jack Kozlowski and Calvin Wade



Northern Lakes
ECONOMIC
ALLIANCE

Sign up for our monthly newsletter for more news and insights!

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EMMET COUNTY - Board of Commissioners
November 9, 2026

U-Haul International Request for Relief from Commercial Storage Deferral

SUMMARY:

In the attached letter dated September 16, 2026, James Murray of the Plunkett Cooney law firm on behalf of U-Haul International/Americo Real Estate Company (U-Haul), has requested that the Emmet County Board of Commissioners grant U-Haul relief from the Resolution Deferring Reviews and Decisions Regarding Commercial Storage Uses. Mr. Murray's letter asserts a number of legal claims and allegations against the County, and on September 26, 2026, the County Civil Council's office issued the attached reply letter to Mr. Murray.

Mr. Murray's letter does not identify the property that U-Haul is asking for this relief to be applied to, but it is County staff's understanding that it relates to the property located at 2002 N US 31, Section 26, Bear Creek Township. In 2025, U-Haul submitted an application for site plan and special land use approval of a storage facility at that location but withdrew its application at the beginning of July, 2025, several days prior to a Planning Commission meeting at which it was on the agenda for a decision. Mr. Murray refers to that application in his letter, and a copy of U-Haul's withdrawal of the request is attached to the County Civil Counsel's letter.

It is also noted that, on September 3, 2026, a package containing site plans from Kimley Horn was dropped off at the County Planning and Zoning Department for a development by U-Haul on that same property, but no application or request of any kind accompanied those plans. The County Zoning Administrator sent a letter asking Kimley Horn what it wanted the County to do with the plans and has not received a reply to that inquiry. As of now, no application for a site plan or special land use approval has been submitted to the County relative to a U-Haul facility or other development at this property.

On January 15, 2026, the Board adopted a resolution deferring County reviews and decisions involving commercial storage uses until September 1, 2026, while the Planning Commission reviewed potential amendments to the Emmet County Zoning Ordinance. On August 20, 2026, the Board extended the deferral through December 1, 2026. The resolution provides that an affected property owner may request an expedited hearing before the Board of Commissioners seeking relief from the deferral.

After submitting this request for relief, Mr. Murray requested that the County delay the hearing and Board's consideration of this matter until the Board's November 9, 2026, meeting.

According to the Board's Deferral Resolution, at this hearing, U-Haul must demonstrate that the temporary deferral will unreasonably preclude the viable economic use of its property or otherwise violate an applicable provision of state or federal law or the state or federal constitution. Following the

hearing, the Board must make a decision based on the information presented. If the required showing is made, the resolution provides that the Board will grant relief from the deferral only to the degree necessary to cure the identified violation or unreasonable preclusion.

RECOMMENDATION:

As presented for Board consideration.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed this matter, has provided separate legal counsel to the Board, and has no legal objections to the Board proceeding with a decision at this time.

MOTION:

ALTERNATIVE MOTIONS:

Motion to AFFIRM that U-Haul is permitted to submit an application for development of the property at 2002 N US 31, Section 26, Bear Creek Township to the County Planning and Zoning Department, which shall receive such application on the date submitted and commence processing it on December 1, 2026, and to DENY U-Haul's request for other relief from the Board's January 15, 2026 Deferral Resolution, as amended, relating to said property, based on the following findings and conclusions: (1) the applicant has not provided this Board with any information, documentation, evidence, or explanation demonstrating or enabling the Board to find that the temporary deferment established under the Resolution has or will unreasonably preclude viable economic use of the property; (2) the Deferral Resolution expires 22 days from now, and any application for development of the property would not be heard by the County Planning Commission until after that date anyway; (3) the County is in the final stage of considering the adoption of amendments to the Zoning Ordinance, which would impact and likely require revision and resubmission of any zoning application for a storage or warehousing development on the property, if submitted at this time; and (4) the request for relief does not clearly explain or demonstrate that the County's Deferral Resolution violates a law or constitutional provision.

Motion to APPROVE the request by James Murray of the Plunkett Cooney law firm on behalf of U-Haul International/Americo Real Estate Company (U-Haul) for relief from the Board's "Resolution Deferring Reviews and Decisions Regarding Commercial Storage Uses Pending Completion of Zoning Ordinance Review and Amendment Process," as amended, to allow that applicant to apply for and the Planning Commission to review and decide a request for development of a commercial storage facility on property located at 2002 N US 31, Section 26, Bear Creek Township, based on the following findings and conclusions:_____[INSERT]_____ .

VOTE:

Roll Call

ATTACHMENTS:

Signed Resolution Jan 2026.pdf
Signed Resolution Extending deferral.pdf
Emmet County Board of Commissioners opinion letter.pdf
9-26-26 Civil Counsel Letter.pdf

STATE OF MICHIGAN
COUNTY OF EMMET

RESOLUTION DEFERRING REVIEWS AND DECISIONS REGARDING COMMERCIAL STORAGE USES PENDING COMPLETION OF ZONING ORDINANCE REVIEW AND AMENDMENT PROCESS

RESOLUTION NO. —

At a regular meeting of the County Board of Commissioners of Emmet County, State of Michigan, held on January 15, 2026, at 6:00 p.m., Eastern Standard Time, with those present and absent being,

PRESENT: Laughbaum, Gooding, Mapes, Ginop, Gutowski, White, Koontz
ABSENT: ϕ

the following preamble and resolution were offered by Commissioner Gooding and supported by Commissioner Ginop:

WHEREAS, THE Emmet County Zoning Ordinance has defined commercial mini-storage uses the same way for decades, and that definition and the zoning districts within which it was designated contemplated and were intended for the small scale, single story storage facilities with exterior accesses to the units, which defined the market at the time of these applicable ordinance provisions;

WHEREAS, over the decades since the original adoption of the County Zoning Ordinance provisions applicable to commercial storage uses and facilities, the commercial storage industry has evolved in a manner that now sees large-scale, multi-level storage facilities with temperature controlled interior access units, exterior facades, and much more extensive and intensive elements and features;

WHEREAS, the Emmet County Zoning Ordinance currently does not contemplate or adequately address these advancements and changes in the industry related to this type of land use, nor does it adequately address the impacts on the character and types of other land uses within and surrounding the districts in which such commercial storage uses and facilities may be permitted under the current ordinance;

WHEREAS, accordingly, the County Board of Commissioners, with the assistance and recommendations of the Emmet County Planning Commission and County staff, desires to ascertain the most appropriate path for the County to address the issues and concerns in its Zoning Ordinance relative to commercial storage land uses in order to protect the public health, safety, and welfare.

WHEREAS, in connection with the foregoing, the Board of Commissioners determines that it is necessary and appropriate to temporarily defer any consideration or action taken by a County entity, body, official, and/or agent regarding rezoning, special land use, site plan, change

of use, permit, certificate of occupancy and other proposals and submissions pertaining to mini-storage and other commercial storage uses for the following reasons:

a. It is of major importance, for the future overall development of the County, to ensure that reasonable land uses are authorized and that compatible development is required in connection with land uses in the County;

b. If permitted, commercial storage land uses in the County are likely to have a significant impact on the character of the areas of the County in which they are located, as well as an impact on property values and quality of life, and on the general public health, safety and welfare of the County and its residents, businesses, and property owners;

c. To promote development of the County over the long term in a manner that would complement the rest of the County, not undermine the overall character and planning of the County, and remain consistent with the purpose, goals and objectives of the Master Plan that is implemented by the Zoning Ordinance;

d. To ensure consistent, cohesive and sensible development and land uses in Emmet County;

e. To clear-up any uncertainty in the County's Zoning Ordinance and other ordinances regarding the types of commercial storage land uses that are prevalent today and ascertain the most appropriate and safest path for the County to address them in order to protect the public health, safety, and welfare;

f The consideration of rezoning, special land use, site plan, change of use, building and other permits, certificates of occupancy or other proposals relating to commercial storage land uses during the process of considering whether and how to amend the County's Zoning Ordinance to address such uses in the community would be counter-productive and undermine the County's efforts to accomplish the above community-wide planning and zoning objectives and to provide for the health, safety and welfare of the County and its residents, businesses, and property owners; and

g. It is within the rights of the County to establish reasonable regulations to control commercial storage land uses in order to protect the public health, safety, and welfare.

WHEREAS, the County's Planning Commission is presently in the process of studying and reviewing potential ways to amend the Zoning Ordinance to address the types of commercial storage land uses that are prevalent today.

WHEREAS, it is anticipated that, over the course of the next 180 days, the Planning Commission will complete its study and review of this subject and will have a draft amendment to the Zoning Ordinance forwarded to the County Board of Commissioners for review and consideration, with a report and recommendation from the Planning Commission regarding the draft ordinance.

WHEREAS, it is the intention of the Board of Commissioners to complete its review and consideration of the Planning Commission's recommendation regarding amending the Zoning Ordinance within 60 days of its receipt.

NOW, THEREFORE, IT IS HEREBY RESOLVED that, for the reasons and based on the findings set forth above, the County Board of Commissioners' review and adoption of amendments to the Zoning Ordinance to address the issue of commercial storage land uses should precede any development, zoning, planning or other action or decision in the County pertaining to such land uses; and, accordingly, the Board of Commissioners hereby defers, until September 1, 2026 (as recommended by the Emmet County Planning Commission), any consideration or action taken by a County entity, body, official, and/or agent regarding rezoning, special land use, site plan, change of use, permit, certificate of occupancy and other proposals and submissions pertaining to commercial storage land uses.

IT IS FURTHER RESOLVED that the Board of Commissioners also recognizes that deferring such actions and decisions could result in inconvenience for some land owners and others desiring to engage in commercial storage land uses in the County, and that such persons might claim an interference with legitimate rights. On this basis, the Board of Commissioners has determined that it is necessary to expedite the actions contemplated and necessary for completion of the review and adoption of amendments to the Zoning Ordinance to address the issues relating to commercial storage land uses (without compromising the quality and integrity of the results of such actions), and that it is also necessary to provide a mechanism allowing petition to the Board of Commissioners for relief from the deferral. Accordingly:

(1) The County officials and Planning Commission engaged in the process of reviewing and forwarding recommended amendments of the Zoning Ordinance to the Board of Commissioners in connection with this matter are directed to proceed with such efforts without delay.

(2) Any property owner who shall feel aggrieved by a deferral of action shall be entitled to a hearing for the purpose of providing an opportunity to be heard, and to demonstrate to the Board of Commissioners that the temporary deferral will result in the unreasonable preclusion of viable economic use of property, or otherwise violate applicable provisions of State or Federal constitution or law. Such hearing shall be conducted on an expedited basis before the Board of Commissioners. At the conclusion of the hearing, the Board of Commissioners shall make findings and conclusions. If it is demonstrated and found that the deferment has the effect of unreasonably precluding viable economic use of property, or that it violates a law or constitutional provision, the Board of Commissioners will grant relief from the deferment to the degree necessary to cure the contravention.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Laughbaum, Gooding, Mapes, Grinap, Gutowski, White, Koontz
NAYS: Ø
ABSENT: Ø
ABSTENTIONS: Ø

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF EMMET)

I, the undersigned, the duly qualified and acting County Clerk of Emmet County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the Emmet County at a regular meeting held on January 15, 2026, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 15th day of January, 2026.

SUZANNE KANINE, County Clerk
Emmet County

STATE OF MICHIGAN
COUNTY OF EMMET

RESOLUTION EXTENDING DEFERRAL REGARDING COMMERCIAL STORAGE USES

RESOLUTION NO. —

At a regular meeting of the County Board of Commissioners of Emmet County, State of Michigan, held on Aug 20, 2026, at 6 p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: Laughbaum, Gooding, Hayes, Groop, Gutowski, White, Koontz
ABSENT: 0

the following preamble and resolution were offered by Commissioner Gutowski and supported by Commissioner Laughbaum:

WHEREAS, on January 15, 2026, the Emmet County Board of Commissioners adopted a resolution entitled "Resolution Deferring Reviews and Decisions Regarding Commercial Storage Uses Pending Completion of Zoning Ordinance Review and Amendment," which is referred to in this Resolution as the "Original Deferral Resolution;" and

WHEREAS, the Original Deferral Resolution states that it expires on September 1, 2026;

WHEREAS, at the time of approving the Original Deferral Resolution, the Board of Commissions estimated that it would take the Planning Commission about 180 days to complete the objectives of reviewing the issues involved, preparing draft Zoning Ordinance amendments, and completing the legal processes relating to adoption of such amendments, which are more particularly described in the Original Deferral Resolution, and also estimated that the Board of Commissioners would need at least 60 days to complete its part of the process of reviewing, considering, and adopting proposed Zoning Ordinance amendments relating to this matter;

WHEREAS, while the Planning Commission and County Staff have undertaken extensive, continuous, and diligent efforts and numerous meetings to complete their part of the process described in the Original Deferral Resolution as quickly as they could, the process and development of recommended ordinance amendments has proven more difficult, complex, and taken longer than expected, with the Planning Commission making its recommendations to the Board of Commissioners at its August 11, 2026, meeting, and also recommending an extension of the deferral period; and

WHEREAS, based on the above, and considering that the Board of Commissioners has not had an opportunity to fully review, understand, and consider the proposed Zoning Ordinance amendments and would like to receive further recommendations, advice, and opinions from the County Civil Counsel and County Staff before making any legislative decisions concerning this matter, the Board of Commissioners desires to extend the period of deferral for an additional three months.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the date of expiration of the deferral set forth in the Board of Commissioner's January 15, 2026, "Resolution Deferring Reviews and Decisions Regarding Commercial Storage Uses Pending Completion of Zoning Ordinance Review and Amendment" is hereby extended to December 1, 2026.

IT IS FURTHER RESOLVED that all other terms and provisions of the Resolution Deferring Reviews and Decisions Regarding Commercial Storage Uses Pending Completion of Zoning Ordinance Review and Amendment shall remain unchanged and in full force and effect.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Laughbaum, Koontz, Mapes, Ginop, Gutowski, White
NAYS: Goodin
ABSENT: Ø
ABSTENTIONS: Ø

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF EMMET)

I, the undersigned, the duly qualified and acting County Clerk of Emmet County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the Emmet County at a regular meeting held on Aug 20, 2026, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 20th day of Aug, 2026.

SUZANNE KANINE, County Clerk
Emmet County

PLUNKETT COONEY

September 16, 2026

Via e-mail to: tdoernenburg@emmetcounty.org

Emmet County Board of Commissioners
200 Division Street
Petoskey, MI 49770

RE: U-Haul International/Americo Real Estate Company Application
Case PSUP25-002

Dear Commissioners:

Please be advised that we are attorneys for U-Haul International, Inc. ("U-Haul"). It is our understanding that U-Haul applied to the Emmet County Office of Planning and Zoning for a Special Use Permit (SUP) and Site Plan Review in April of 2025. The application for an SUP was done on the recommendation of County staff after meetings held in the fall of 2024.

Then a local competitor, the owners of Conway Storage Inc., who have a clear conflict of interest, made baseless objections seeking to eliminate competition. It appears the Township relied on these objections rather than following the applicable zoning code and Michigan law. For example, based on these objections, the County/Township demanded U-Haul satisfy the following requirements **prior** to obtaining approval:

1. EGLE review of wetlands
2. MDOT review
3. Fire department review
4. Stormwater review
5. Health Department Evaluation.

None of these issues should be treated as obligations to satisfy **prior** to obtaining SUP approval as there is nothing contained in the Ordinance to support this position. If anything, the Township and County should have approved U-Haul's request for a SUP subject to satisfaction with these issues.

In our review of Township and County records there has never been a similar demand for an applicant for SUP approval. As such, clearly the actions in seeking to impose these demands are solely based on the groundless objections of a competitor.

Following U-Haul's application, the Emmet County Planning Commission met in July of 2025. Thereafter, the County Commissioner issued their Resolution dated January 15, 2026, which provides in part:

> *NOW, THEREFORE, IT IS HEREBY RESOLVED that, for the reasons and based on the findings set forth above, the County Board of Commissioners' review and adoption of amendments to the Zoning Ordinance to address the issue of commercial storage land uses should precede any development, zoning, planning or other action or decision in the County pertaining to such land uses; and, accordingly, the Board of Commissioners hereby defers, until September 1, 2026 (as recommended by the Emmet County Planning Commission), any consideration or action taken by a County entity, body, official, and/or agent regarding rezoning, special land use, site plan, change of use, permit, certificate of occupancy and other proposals and submissions pertaining to commercial storage land uses.*
>
> *…*
>
> *NOW, THEREFORE, IT IS HEREBY RESOLVED that, for the reasons and based on the findings set forth above, the County Board of Commissioners' review and adoption of amendments to the Zoning Ordinance to address the issue of commercial storage land uses should precede any development, zoning, planning or other action or decision in the County pertaining to such land uses; and, accordingly, the Board of Commissioners hereby defers, until September 1, 2026 (as recommended by the Emmet County Planning Commission), any consideration or action taken by a County entity, body, official, and/or agent regarding rezoning, special land use, site plan, change of use, permit, certificate of occupancy and other proposals and submissions pertaining to commercial storage land uses.*

By law, Emmet County only has the limited ability to impose land use moratoria. As issuance of a moratorium is an extraordinary action, it must be temporary and reasonable under the circumstances. This moratorium targets U-Haul without citing any valid reasons. We now understand that the Board of Commissioners extended the moratorium (that they label a "deferral resolution") through December 1, 2026. Again, the minutes of the meeting support that such action was based on a competitor with a clear conflict of interest.

Such action, if taken at all, must be done within the framework of the law, including Michigan Zoning Enabling Act ("MZEA"), MCL 125.3201. Recent decisions from our Court of Appeals clearly suggest that Courts will scrutinize both the procedural validity and substantive justification for issuance of a moratorium. *Algonquin Power (MI Energy Development, LLC) v Township of Speaker*, 371424* Westlaw (2025). Recent case law also suggests that Emmet County should have enacted a moratorium through

proper zoning amendments, rather than by resolution alone. *Sandstone Creek Solar LLC v Township of Benson*, 335 Mich App 683 (2021).

We find the actions of the County Commissions to be unreasonable at best and very likely to be unconstitutional. U-Haul has suffered and will continue to suffer costly delays and hardships. We ask the Emmet County Board of Commissioners to voluntarily, and immediately, lift the moratorium (deferral resolution) and authorize U-Haul to proceed with its application as previously presented and recently updated.

Very truly yours,



James J. Murray
Plunkett Cooney
Direct Dial: 231-348-6413

JJM/tll

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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

September 26, 2026

Via Email
James J. Murray, Esq.
Plunkett Cooney
406 Bay Street, Suite 300
Petoskey, MI 49770
JMurray@plunkettcooney.com

Re: Your Correspondence to Our Client, Emmet County, Regarding U-Haul International/Amerco Real Estate Company Application Case PSUP25-002

Dear Mr. Murray,

As you know from our conversation on September 9, 2026, our office represents Emmet County in this matter. I write to you in response to your letter dated September 16, 2026, and sent by email to Tammy Doernenburg, Director of the Emmet County Planning & Zoning Department, for consideration by the Emmet County Board of Commissioners.

You did not copy us on your above letter to our client or on several other communications we have come to learn you have had with our client's employees. At this point, I would ask that you direct any further correspondence and communications to me or attorney Steven P. Joppich at our firm.

In any event, we have reviewed your letter and discussed this matter with our client. I understand that, in April 2025, your client, U-Haul International, Inc. ("U-Haul") applied to the Emmet County Office of Planning & Zoning for a Special Use Permit ("SUP") and Site Plan approval under the Emmet County Zoning Ordinance in connection with a proposed commercial storage use at the property located at 2002 U.S. 31 Highway in Bear Creek Township.

In your letter, you argue that the County and an unidentified Township (which I assume to be Bear Creek Township) mishandled your client's application, allegedly at the behest of the owners of a local storage company, by demanding compliance with certain requirements before receiving approval, which you claim has never been required before for an SUP applicant. You also argue that the Board of Commissioner's "Resolution Deferring Reviews and Decisions Regarding Commercial Storage Uses Pending Completion of Zoning Ordinance Review and Amendment Process" ("Deferral

Resolution"), adopted on January 15, 2026, targets your client, and that the Board's actions in adopting the Deferral Resolution and subsequently extending it until December 1, 2026, was "unreasonable" and "unconstitutional."

We respectfully disagree with the facts, arguments, and conclusions in your letter and write in response to correct the record.

Regarding your objection to the wetland and stormwater review, and review by MDOT, fire department and health department, these are all requirements for site plan review (Article 20) and special land use (Article 21) under the County's *current* Zoning Ordinance:

- For wetland review: Section 21.02.E., requires review of a proposed special land use to ensure it does not have a negative impact on natural resources of the County, including quality and quantity of water resources that would naturally include wetlands. In addition, Section 20.04 requires an environmental impact statement and assessment that address, among other things, wetlands.

- For stormwater review: Section 20.05.G., titled "Drainage," requires drainage and stormwater compliance. This includes sealed/stamped stormwater management plans from a licensed architect as part of the application pursuant to Section 20.03.M, and submission of a stormwater maintenance plan pursuant to Section 20.03.N.

- For MDOT review: Section 21.02.G., states that the "use will not generate traffic which will exceed the intended capacity of the roads serving the property," and requires that "[r]oad agency review shall be required." (Emphasis added).

- For fire department review: Section 20.05.C, titled "Emergency Vehicle Access," states that "[a]ll buildings or groups of buildings shall be so arranged as to permit emergency vehicle access as required by the fire department serving the development," and adds that "[a]pproval by the Fire Department serving the property shall be required." (Emphasis added).

- For agency review (i.e., MDOT, EGLE, fire department, health department): In addition, under Section 21.01.4, titled "Coordination with Other Agencies," there is a general requirement that other agencies review an application for special land use before consideration for approval:

> "The Zoning Administrator shall distribute, if appropriate, the application materials to the following for comment or recommendation prior to consideration for approval: Emmet County Soil Erosion and Sedimentation Control officer, Emmet County Drain Commissioner, Emmet County Road Commission and/or

> Michigan Department of Transportation, Health Department of Northwest Michigan, Local public safety, fire and/or emergency medical services, planning consultant, and/or other agencies as deemed appropriate."

On June 25, 2025, the Bear Creek Township Planning Commission voted to postpone decision on a recommendation regarding U-Haul's SUP and Site Plan application until the aforementioned reviews were completed. Far from singling out U-Haul for differential treatment, the required reviews prior to the Township making its decision is something *all applicants* for special use and site plan must comply with under the County's *current* Zoning Ordinance. (Minutes for Bear Creek Township Planning Commission, pg. 4, June 25, 2025).

While the Township Planning Commission could have made this review a condition of a positive recommendation, the Commission is not required to do so and is well within its discretion to require completion of the review before rendering a decision. This is particularly true in light of Section 21.01.4, which states that comment or recommendation from other agencies must be provided "prior to consideration for approval[.]"

On July 2, 2025, Director Doernenburg reached out to Stephany Sheekey, a planner with Amerco Real Estate Company handling U-Haul's application, about next steps before the Emmet County Planning Commission meeting on July 10, 2025. On July 9, 2025, Ms. Sheekey responded, notifying the County that Amerco had decided "to withdraw" U-Haul SUP and Site Plan application and would resubmit a new application at a later date, estimating 4 months from then. (Email between Stephany Sheekey and Director Doernenburg, July 2 and 9, 2025). Rather than proceed with their application before the Emmet County Planning Commission, where the Commission could have made a decision regarding approval of your client's application conditioned on the approvals you object to, U-Haul chose instead to voluntarily withdraw its application and comply with the request of the Bear Creek Township Planning Commission. In other words, it is because of your client's decision to withdraw that the matter did not, and in fact could not, proceed with a decision.

It was not until this month that your client's engineering consultant, Kimley-Horn, dropped of a package at the County with plans in it, but with no indication of why they were dropped off. After determining that your client had still not submitted a new application for SUP and site plan approvals, Ms. Doernenburg sent Kimley-Horn correspondence dated September 18, 2026, inquiring about the purpose of the delivered materials. No response has been received and no application has been submitted.

With regard to the Board of Commissioner's decision to extend the Deferral Resolution until December 1, 2026, you argue that the minutes reflect that the extension was based on a competitor with a clear conflict of interest. However, the minutes for the Board's meeting on August 20, 2026, clearly reflect that the reason for the extension was to give

the County's legal counsel an opportunity to review proposed text amendments for commercial storage uses and advise the Board regarding same. (Minutes for Emmet County Board of Commissioners, pg. 6, August 20, 2026).

Your letter additionally alleges that the action of deferring decisions on applications under the Resolution, generally, is "targeted" at your client. Upon review, we have found nothing in the Resolution or record of its adoption that supports that allegation. In fact, the record says otherwise, in that the County has received requests from two other commercial storage facility property owners who claim to be impacted by the Resolution and seek relief from it. This shows, without question, that your client has not been targeted by the Board's Resolution or its extension.

You also question the validity of the Board's Deferral Resolution, which you refer to as a "moratorium." However, the cases addressing moratoriums are different than and do not pass upon the validity of a deferral like the one adopted by the Board. To start with, you cite to *Algonquin Power (MI Energy Developments), LLC v. Township of Speaker,* No. 371424, 2025 WL 1730087, *3-4 (MCOA 2025), but in that case the Court of Appeals refused to address the validity of the moratorium at issue, ruling instead that the issue was moot based on both the lower court's ruling and the fact that the township then adopted a moratorium by ordinance, which negated the plaintiff's argument (i.e., no decision was made about a moratorium adopted by resolution in that case). Likewise, in *Sandstone Creek Solar, LLC v. Township of Benton,* 335 Mich. App. 683 (2021), the Court of Appeals did not engage in any substantive discussion of the moratorium at issue. And neither of these cases involves a resolution containing the terms and provisions in the Emmet County Resolution.

Contrast those cases with *Metamora Township v. American Aggregates of Michigan, Inc.,* No. 349069, 2021 WL 1236108, *14-18 (MCOA 2021), in which the Court of Appeals rejected challenges on constitutional grounds to a moratorium that delayed consideration of requests for gravel mining in the township. In upholding the moratorium, the Court specifically noted that the moratorium did not deny a right to apply for a mining permit, "but merely temporarily delayed a decision on applications until the Township could study and determine how such applications were required to be reviewed under evolving statutory standards." *Metamora Township,* No. 349069 at *15. *See, Dan & Jan Clark, LLC v. Charter Tp. of Orion,* No. 284238, 2009 WL 1830749, *1 (MCOA 2020) (upholding a 6-month moratorium that deferred consideration of applications for new developments, expansion or rezonings in a particular district and contained a limited waiver procedure for applicants); *see also, Moskovic v. City of New Buffalo,* No. 1:21-cv-144, 2021 WL 1422680, *3-5 (W.D. Mich. 2021) (upholding a 15 month moratorium on applications for short-term rentals).

The County's Deferral Resolution at issue here is most similar to the moratoria at issue in *Metamora Township, Dan & Jan Clark, LLC,* and *Moskovic* – it defers consideration of <u>*all*</u> applications for special land use, site plan, and other proposals for commercial storage

uses. It also contains a process by which aggrieved property owners may seek a relief from the temporary deferral:

> Any property owner who shall feel aggrieved by a deferral of action shall be entitled to a hearing for the purpose of providing an opportunity to be heard, and to demonstrate to the Board of Commissioners that the temporary deferral will result in the unreasonable preclusion of viable economic use of property, or otherwise violate applicable provisions of State or Federal constitution or law. Such hearing shall be conducted on an expedited basis before the Board of Commissioners. At the conclusion of the hearing, the Board of Commissioners shall make findings and conclusions. If it is demonstrated and found that the deferment has the effect of unreasonably precluding viable economic use of property, or that it violates a law or constitutional provision, the Board of Commissioners will grant relief from the deferment to the degree necessary to cure the contravention.

(Deferral Resolution, adopted January 15, 2026, extended August 20, 2026). Notably, the County Resolution does not prohibit a property owner from submitting an application, which is consistent with Ms. Doernenburg's correspondence to your client's engineering consultant raising that very question—a question that remains unanswered.

You end your letter asking the Board of Commissioners to "lift the moratorium (deferral resolution)," which would involve terminating or repealing the Resolution. We would note that is not something the Board has offered under the terms of or process set forth in the Resolution. Nevertheless, your request will be transmitted to the Board of Commissioners and placed on the agenda for that meeting.

In closing, please note that, although we may be in disagreement about the above matter, you can feel free to contact me or Mr. Joppich if you would like to discuss or have any questions regarding this matter.

Sincerely,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Bradley J. Mendelsohn

BJM/jd

Cc: Client & Steven P. Joppich, Esq.

Bear Creek Township Planning Commission Meeting
June 25, 2025

I. Called to order at 6:30pm.

II. Roll Call: Brown, Kargol, Mays, Radatovich, Cyphert, Gunderson, Haven
Staff in Attendance: Tammy Doernenburg

III. Pledge of Allegiance

IV. Approval of Minutes

Motion by Mays to approve the minutes of the regular mtg May 28, 2025. 2nd by Cyphert. **Passed**

Prior to calling case PSUP25-002, Brown read a prepared statement in which he voluntarily recused himself from participating in the case on the grounds of avoiding public perception of a potential conflict of interest. Haven took over as chair at this time.

V. Case PSUP25-002 Amerco Real Estate Company, SPECIAL USE PERMIT- Moving and Storage store, self-storage facility, truck/trailer and related retail sales, 2002 US 31 Hwy, Bear Creek Township

Tammy Doernenburg gave a background on the case:
Doernenburg shared that the proposal is to develop a moving and storage store, self-storage, truck and trailer rental and related retail sales uses on the portion of 2002 US-31 zoned B-2. These uses, storage buildings (including mini-storage) & commercial warehousing and automotive equipment rental/leasing are both listed as special land uses within the B-2 zoning district. Storage Buildings require supplemental regulations.

The site is located on the south side of US-31 Highway between County Wide Power Sports and Oleson's Plaza in Bear Creek Township. The property is comprised of three parcels, totaling 21 acres, zoned B-2 General Business and FF-1 Farm and Forest. A single structure in the northeast corner of the property, formerly used as the Little Traverse Bay Humane Society, exists on the otherwise vacant property.

She also shared a bit of history on the property. In 1983, there was a proposal to rezone FF-1 to R-2, but it was withdrawn by the applicant. In 1986, it was rezoned from FF-2 and B-1 to B-2 – 500 feet deep. In 1987, a site plan was approved for parking for rental trucks and two storage buildings. In 1988, the previous Site Plan was amended to adjust parking and was approved. In 1990, the DNR determined no wetland permit was required on the area proposed to be developed (westerly side of property). In Dec 2024, an application for rezoning FF-1 and portion of B-2 to I Industrial was submitted but was withdrawn by the applicant. On April 1, 2025 the current application was received. Two requests for postponement followed the application with an April 28th email from the applicant stating, "We will work on further coordination with MDOT and EGLE, amongst other items, to better address items from the staff report."

The packets prepared for this review have been compiled over three months since the application for the Special Use Permit and Site Plan Review was first received, on April 1, 2025. The complete packet includes: Request & Location Map, Application packet dated 4/1/2025 – including the application form, site plan review checklist, impact statement and site plan packet. Also included in the packets were the initial drainage plan review, fire department review, and emails from EGLE and MDOT. An updated impact statement, wetland review and updated site plan packet were received 6/3/2025. An updated drainage plan review was conducted 6/11/2025. An updated fire department review was received 6/19/2025. The updated zoning evaluation was prepared 6/18/2025. Also included in the packets were letters of public comment received in April, May and June.

Haven asked about wetlands and who completed the review that was shared with board. That review was done by ASTI, a company hired by the applicant.

Haven commented that there was no EGLE report completed yet. Doernenburg noted that this is a standard that needs to be reviewed.

Doernenburg shared multiple comments that her office has received from the public regarding this case.

Jon Gilmore, President of U-Haul Northern Michigan, spoke on the case as the applicant and opened his comments with giving a brief personal background including connections to this area and stated that he wants to blend into community and bring something positive to the community. He then gave a brief description of the 80-year history of U-Haul including community involvement and support etc. He specifically refuted the perception of being a corporate juggernaut. The project will include interior access storage. He stated that the model for this business unit is different than drive-up storage currently in the area. The applicant does not want to affect outside drive-up storage businesses already in the area and gave examples of positive store relationships in the Traverse City market. The applicant is not looking to develop the entirety of the parcel. They will develop the front part which is allowed in the commercial zoned property now. The applicant wants to be an asset to the community and their goal is to never close other places down. They want to rehab the existing building and the 12 acres on the rear of the property will remain untouched. All units will have key card

access, and no commercial businesses are allowed to be run out of units. It will be staffed 24 hours. The applicant stated that their company has a high awareness of sustainability and environmental awareness, and their buildings are built green. They want to offset the environmental impact and have won awards for this process in the past. He also stated that this location will be a low impact traffic generator for the community roads around it.

John Ackerman, civil engineer for U-Haul, introduced himself and stated that he has 25 years of experience designing these types of properties. He went on to discuss the jurisdiction of wetlands by EGLE and stated that on this property, of the total 21 acres, only 1.92 acres are wetlands and 1.86 are regulated wetlands by EGLE. He originally thought, when he started working on this project, that only as much as 15% of wetlands might be impacted. He then related their company's process for full approval by EGLE. If approved tonight, then he would develop the full construction plans, and then submit those to EGLE for approval. If EGLE says no, then they would start over in the process. He described a "small finger of wetland" which is less than one tenth of an acre, that will be impacted, the remainer of wetlands will not be touched. Ackerman further described their plan for wetland management, saying that in their current plan, only 5% of total wetlands would be affected, 95% would remain untouched and that they are preserving about 65% of the natural resources on the property. Ackerman introduced Jeremiah Roth from ASTI who did the wetlands report in the packet and is a state certified ecologist.

Haven asked questions as to the number and size of trucks that will be on site. Gilmore answered that the number of trucks is hard to say as it is variable as to flow of business. Haven asked further questions about dumpster specifics and had questions about "U-boxes." Gilmore related storage restrictions that would be in place as to allowable items to be stored or not stored. Haven asked about the MDOT review. Gillmore responded that the final MDOT review will not be done until engineering studies are completed. Haven asked why the Fire Department review had not yet been completed. Doernenburg commented that it would be done with final engineering plans. Gilmore stated that a meeting was held with the Resort Bear Creek Fire Departmant Fire Chief earlier today. Gilmore believes that they are in compliance with current fire requirements now. Board members asked questions about the size of the facility. Gilmore answered that site is designed to grow with the community. Board Members asked questions about the amount of usage and traffic. Gilmore stated that numbers were generated from company data.

Cyphert asked about interaction with other U-Haul businesses inside the 3-5 mile radius as stated in the U-Haul presentation. Gilmore stated that the relationship is seamless.

Haven asked about parking standards. Radatovich asked for further clarification on the parking discrepancy between the site plan and the parking calculations in the proposal. Gilmore attempted to answer the question with more detail by saying that per their business model and their experience, they have calculated the number of parking spaces that they believe that they will need. Radatovich clarified her parking related questions. Ackerman discussed parking and tried to answer the questions stating that there are 57 spaces plus 2 handicap spaces plus the total number of truck spaces which equals the 70 spaces referred to in the plan. Ackerman stated that employee parking is approx. 3-4 spaces. Ackerman assured the board that the parking requested on the plan is more than enough than will be needed for business operations. Radatovich reminded the board, public and applicant that the special use plan goes with the land not the business. Cyphert asked about potential additional parking behind building "C". Ackerman stated that the pavement cannot be extended into that area because of zoning restrictions. Haven asked about snow storage. Ackerman stated that it is enough based on their calculations. Mays and Cyphert both expressed concern about Ackerman's description of a "small finger of wetland" being paved over.

Mays asked if maintenance of trucks would happen onsite. Gilmore stated that trucks are inspected onsite but will not be maintained onsite. Mays asked about the pedestrian walkway width; is it to be 4 ft or 5 ft? Gilmore stated that 5 ft would be acceptable to them.

Haven thanked the applicant team for their answers and then returned the discussion to the board level on the suggestion of Radatovich. Radatovich stated that all aspects of a special use plan must be met to proceed, and section 21.02 section E states that special land use shall not have a negative impact on the natural resources of the county. She further stated that without the EGLE review the board does not have the information that they need to determine if this proposal will have a negative impact. Radatovich stated that she believes that the board is in need of that information before being able to decide whether to approve or deny. Cyphert agrees that items are missing and that it is a concern, especially the wetland aspect. Haven stated that the board had been "burned before" and that he is concerned about moving forward without at least the EGLE report. Haven opened the floor for public comment on this case and set a 3-minute time limit for anyone who wished to speak.

<u>Public Comment & Applicant Rebuttal:</u>
Jackie Hall stated that she is concerned about the application being incomplete. She is further concerned about the aspect of "freight" being hauled from the site. She suggested that this type of business is better suited for an industrial park and not on US-31. She further claimed that it will hurt the "mom and pop" storage business locations.

Phillip Muter began his comments by trying to ask for a public "straw poll vote" on the project but then rephrased his comments to urge the board to represent the people.

John Rone is concerned about the specialness of the community. He does not believe that the proposal fits the standard of the zoning and intent of special use. He urged the board to say no.

Dave McBride stated that he has been in the storage business for multiple decades in the Petoskey area. He claimed that this facility is not needed because the services that it offers are currently available through other current businesses. He referenced the concern about the EGLE permit on wetlands not yet being completed. He is concerned about the retaining pond and the safety of it and concerned about the size of the building.

Tana Baldwin stated that she is concerned about the master plan and potential violations of it in this case. She drew parallels of the U-Haul site and the proposed housing complex near Intertown Road.

Karla Buckmaster referenced a written statement that she presented to the board. She is concerned about some of the locations of buildings on the site and how those locations will affect service by the fire department. She is also concerned about the wetlands' impact on the property and an MDOT assessment being done.

Nate Hall expressed his concern about wetlands by reading a written statement. He conveyed concern about water flow, flood plains potentially affected, water management strategies and dangers of that water on current residential homes.

Matt Buza shared data about storage business square footage that he believes is in Emmet County currently and compared it to other locations. He believes that an industrial site is a better location for this type of business. He says that the important question is "Why Petoskey?"

Joe Hoffman asked that the applicant state, on the plan, that the part that is not being used is to be designated as "open space."

Steven Daly thanked the board for their service and presented himself as a "long time listener and first-time caller." He stated that he opposes this request based on environmental concerns. He believes that this is too large and doesn't fit the master plan or the economic need.

Gilmore responded to comments presented by the public and talked about the seasonality of the square footage of storage facilities. He stated that this is why storage is needed here because of the seasonality of the residents in this area.

Jeff Stefani from the U-Haul corporate office addressed some of the parking questions. He reiterated that the fluctuation of trucks and trailers being parked at this Petoskey location will be variable depending on business need and demand. He stated that they are showing less parking because they have calculated that it will not be used. He offered that they could put more parking spaces on the plan, but it will be "just paint on the ground" in reality. He restated that they are not clearing 20 acres of land and that the back 12 acres will be left "as is". He stated that they had positive discussions with the Fire Chief and that they are willing to make whatever adjustments to plan that are needed. He refuted that they had not done anything with EGLE. He further stated that EGLE does not physically start reviewing any projects until June. They have filed a WIP (Wetland Identification Plan) application with EGLE and have been told that they are on a waiting list for review. Jeremiah Roth, a Professional Wetland Ecologist from ASTI, described the details of a WIP (wetland identification plan). He asserted that EGLE is the hold up and not them.

Gilmore reiterated that they will not develop more than they have proposed so far and asked for the same kind of consideration that other projects have been given. They believe that they have reduced the potential of wetland impact as much as they can.

Jeff Stefani offered to answer the "why Petoskey" question. He stated that there is an underserved market in Petoskey and that they have received calls from the Petoskey area for storage options. He reiterated the statement that they have been transparent and want to continue to be transparent and not appear to be deceitful. He apologized that people feel that they are being deceitful but asserted that they are listening and want to be good community partners.

Additional Board Discussion & Questions:

Kargol stated that in going through plans, he wants to know about retention ponds. Ackerman stated that there are 2 detention basins on the property. Roth described the process for delineating wetlands and shared the highly technical determination process and described standards to be met for definition of wetlands. Kargol asked again about the retention ponds. Ackerman described the process for determining where those basins would be and how they manage the water on the site. Kargol is concerned about the runoff from this property and its impact on the water management systems downstream and his concern is about the high amount of permeable soil being covered up by the black top. Ackerman stated that they have taken all of those considerations into account in their water management calculations. He stated that at no point will this property release water faster than it is doing right now. He stated that the State of Michigan has mandated this standard and that they will be in compliance with this standard. In their calculations that have considered current water management as well as 100-year storm event possibilities and will take steps to maintain the standard that the property will not give off water any faster than it is doing now before the project is built. This is the standard that they are building toward and that these considerations will be certified by the governmental departments and licensed engineers that will issue the individual permits and construct the systems.

Haven reiterated that the missing pieces are important to the board's knowledge in making a well-informed decision.

Motion by Radatovich to POSTPONE Case # PSUP25-002, Amerco Real Estate Company, for a Special Use Permit and Site Plan Review for a moving and storage store, self-storage, truck and trailer rental and related retail sales uses on tax parcels 24-01-16-26-100-018, 24-01-16-26-100-017 and a portion of tax parcel 24-01-16-26-300-007 at 2002 N US 31 Hwy, Section 26, Bear Creek Township to request that applicant provide the following outstanding information: road agency review of the current plan, EGLE review, Fire Dept review, and Health Dept well review. And that the parking discrepancy be corrected (between the site plan and parking calculations), that proposed future (deferred) parking be identified on the plan, that snow storage locations and calculations be noted on the plan, that pedestrian walkways meet the minimum of 5ft, and to delineate parking based on use (employee, public, truck and trailer storage, etc.). 2nd by Cyphert.

Roll Call: Gunderson, Cyphert, Mays, Kargol, Brown, Radatovich, Haven

Yes: Gunderson, Cyphert, May, Kargol, Radatovich, Haven

Note: Brown did not vote as he was recused. **Passed**

The board took a recess from 9:01pm – 9:10pm. Brown returned to his position as chair to conduct the remainder of the meeting.

VI. Case PPUDF25-01 Mansfield Land Use Consultants for JB Donaldson Company- FINAL PLANNED UNIT DEVELOPMENT & SITE PLAN REVIEW, Residential development, Intertown Rd, Tax Parcels 01-19-18-300-032 & 300-044, Section 18, Bear Creek Township

Tammy Doernenburg gave a background on the case:

Doernenburg shared that the site is located on the south side of Intertown Road, west of US-131 Highway, directly south of Anderson Road. The access drive is between two single family dwellings. The property is comprised of two parcels, totaling approximately 21 acres, zoned FF-1 Farm and Forest with a Planned Unit Development overlay. The property is vacant and was approved and used in 2006 for a resource extraction operation. The current applicant requested a rezoning of the property in 2024. The applicant withdrew that request. In March 2025, a Preliminary PUD was conditionally approved for the property. The Final PUD plan and Site Plan have been submitted for review.

The Bear Creek Township Planning Commission packet included: Request/Location map, tax parcel map, application packet submitted by the applicant, Fire Department review, Stormwater review (not able to be completed), Road Commission review, Zoning Evaluation. Doernenburg also relayed that the applicant has stated that letters from Bear Creek Twp and City of Petoskey verifying sewer and water capacity are pending. Also included in the packet was a petition with a cover page and 82 signatures, opposing the Preliminary PUD, submitted to the Emmet County Planning Commission at its March 6, 2025 meeting. She additionally commented on an error in the plans description of signage that states no trespassing signs will be placed at increments of 250 ft. The number should actually read 25 ft. She also shared a letter from nearby resident Jared Urman in favor of rejection of this project but if approved, asked that a fence be required around the property to protect the rights of neighboring property owners.

Radatovich posed a question to Doernenburg about offsite improvements, such as the sidewalk plan and intersection plan that were proposed and where the detail of those items would be? Doernenburg stated that that detail would come after approval of final PUD.

Doug Mansfield, President of Mansfield Land Use Consultants, related that he had had what he classified as productive meetings with several officials after the Emmet County Planning Commission meeting in June. He stated that a check, to be put in escrow, was given to the Bear Creek Twp. Supervisor tonight to pay for the EGLE review and permit for the stormwater management plan. He also stated that the developer will pay their required portion for sewer and water. He briefly described the details of the stormwater management plan. Mansfield stated that a traffic study was done by MDOT and that there was a recommendation from that study to take Anderson and Intertown Roads to a 4-way stop and that they had added a bus stop in the plan. Additionally, they added another island 90% up the hill and changed location of the pool, clubhouse, and the pickleball court and changed the buildings to better fit the land. Utility lines are shown on the plan, and the site plan is complete. No trespassing signs will be placed every 25 ft facing the development and a "bank" of trees will be used to fill gaps from surrounding residents' view. He is proposing 30 trees be held for this purpose. He believes that all concerns are being met and wants to hear input from board and public.

Brown commented that there is good progress and is willing to wait for next month to make a decision to allow for the remaining items to be completed. Brown recognized that changes have been implemented along the way and believes that the bulk of discussion can be deferred.

Cyphert asked about the underground tubes for water management and wants to see on the plan where this stormwater management system is located. Mansfield described that system with details to answer the question.

Radatovich had multiple questions: In the southwest corner; is the berm going to be changed at all and how? Mansfield pledged to have more info on that coming. She liked the 30 tree "bank" idea and asked about additional trees to be added to southeast and southwest sides of property to increase screening. Mansfield stated that he is open to the idea and would like to visit neighboring property owners to look for specific tree placement based on exactly what they see from their house.

Brown is concerned about the recycling station proposed for the southwest corner and is wondering about additional trees for screening of that.

Radatovich asked about staking buildings to give a visual representation and Brown asked about visual height reference as well. Mansfield said that he is open to that.

Public Comment & Applicant Rebuttal:
Mary Willson asked about the sewer and water issue and how will the public know what has been given from the city about that. She also wanted to know about the stormwater management plan and how it might affect her water. She is concerned about this project because she believes that Intertown Rd. was supposed to be a limit for development.

Karen Dodge stated that she was glad that petition in opposition of this case was presented. She has additional signatures to present tonight. She believes that there is a violation of the zoning ordinance in this project moving forward and would like an explanation of this. She is concerned about the density of this proposal and the discrepancy in density standards between the Bear Creek Master Plan and the Emmet County Master Plan. She also wants to know more details about the proportional costs that the developer referenced to bring the sewer and water system, for this property, online.

Karla Buckmaster stated that she doesn't understand, as the public, why the developers come to planning and learn about concerns and yet, it appears to her that the developers continue to move forward without providing answers. She wants to know why so much time is taken up with what looks to her to be no action.

Barb Diefenbach is very concerned about the water and sewer plan for this project and how it will affect her current well. She is also concerned about how the project will affect her property values. She wants to know why there is no reference to handicap apartments in the plan. She thanked the board for their attention to screening trees and wants to make sure that there is buffering of sound. She also noted an error of the wrong location on the public notice.

Tana Baldwin stated that she believes that this is a zoo with hundreds of people and animals and further believes that there is not enough land for this development. She believes that this project is more of an urban sprawl and that it is a detriment to the local economy and believes that there should be a fence around the property.

Tom Urman stated his concern and belief that the Bear Creek master plan was not followed. He has questions about what proportional cost really means. He has questions about the traffic study and methods of data collection and wants to know if MDOT weighed in on the impact of this project to the US-131 and Intertown intersection. He likes the idea of a 30 trees bank but wants to increase it to 50 trees and he is concerned about the potential noise from pickleball, so he is in favor of fencing. He is still concerned about the questions about sewer and water.

Mansfield addressed questions from the public stating that all dark sky techniques are being used, so light pollution should not be a concern, local wells will not be affected by the storm water management system, and he understands the concerns about the confusion in the process. He stated that the building code already addresses the accessibility questions. That is automatic in the building code because the State of Michigan requires a certain percentage of units to be built as accessible units. He believes that this type of complex is more controlled than single family house for potential animal behavior issues. He asserted that the developers will take care of costs to pay for sewer and water access for this property and will cover their costs for this property to be connected to the city and township systems. He also stated that the MDOT study did not cover Anderson Road.

Additional Board Discussion & Questions:
Radatovich would like details included in PUD agreement and the following items to be submitted: stormwater calculations, water capacity verification, sewer capacity verification, building location verification to be staked on site, screening/buffer from neighboring residents, no trespassing signs to be placed every 25 ft. and the improvements to Intertown Road and Anderson Road and a sidewalk from Intertown to Lears Road along the west side of Anderson Rd to be identified at the cost of the developer.

Cyphert would like to have the tree "bank" be expanded to 50 trees and not just 30.

Mays is concerned about noise from pickleball.

Radatovich asked for clarification about the county planning commission's discussion on fencing this property. Doernenburg stated that the county planning commission asked the applicant to provide a proposal and plan for a solution to the question about screening and separation of the entire property from neighboring residents. Doernenburg also relayed that the county planning commission favored trees and natural separations over a fence because natural separation is more in keeping with residential atmospheres. Doernenburg stated that the Emmet County Planning Commission was generally not in favor of a fence, but they wanted to see a proposed plan from the applicant before making a final judgement.

Mays asked if there were any elevators in these buildings. Mansfield says that there are no elevators planned for the building and that all accessible units will be ground floor units in the building.

Haven stated that he is struggling with the sewer and water concerns, and he has additional concerns about the high-density aspect of this project and has changed his mind about the rightness of this project.

Motion by Radatovich to postpone Case# PPUDF25-002, Doug Mansfield of Mansfield Land Use Consultants for Clay Thomas of JB Donaldson Company, for a Final Planned Unit Development Plan and Final Site Plan to allow a housing development on tax parcels 24-01-19-18-300-032 & 24-01-19-18-300-044, Section 18, Bear Creek Township to request the applicant provide the outstanding information: stormwater calculations, water capacity verification and sewer capacity verification. And to request that the applicant stake the southeast and southwest building locations, that 50 trees be kept in retainer (location of plantings to be determined by the zoning administrator), to investigate the power pole/overgrowth tree on the west side of the entrance (and if it is on the owner's property that the sight distance be corrected- tree to be removed and lines to be buried), that no trespassing signs be placed every 25ft on cedar posts around the perimeter of the development, that the PUD agreement to be developed includes the details outlining the developer's responsibility for the infrastructure improvements, namely the improvements to Intertown/Anderson Rd intersection and the developer's responsibility for building out a sidewalk from Intertown Rd to Lears Rd on the west side of the road, and that a height flag be added when staking the buildings. 2nd by Mays.

Roll Call: Cyphert, Mays, Kargol, Brown, Radatovich, Haven, Gunderson

Yes: Cyphert, Mays, Kargol, Brown, Radatovich, Gunderson

No: Haven

Passed 6-1

VII. Public Comments

Kim Dawley asked if anyone on the board drove on Intertown road on a regular basis. She wondered about the risk that will potentially develop with forcing cars at 50 mph to stop at Anderson and Intertown. She also suggested that power poles should have been moved on Cemetery and Intertown roads.

Karla Buckmaster asked if the planning commission would be notifying people in the current sewer and water authority district about the changes coming?

Mary Willson stated that the cemetery has a fence.

Craig Lively stated that when he heard that an apartment complex was proposed for this property, his first thought was about the traffic on Intertown, Anderson and US 131. He would like MDOT to address that.

Tana Baldwin stated that fences make good neighbors, and she is concerned about the sewer and the cost of it.

Randy Diefenbach said that he is against the apartment project regardless of any potential alterations to the plans and he does not think it is fair to make people hook up to sewer and water system if they don't want to.

VIII. Other Business

Site Plan(s) Reviewed Administratively

Doernenburg updated the board about the Munson project. They attempted to solve their drainage issues by utilizing a shared drainage basin with RG Properties, but an agreement could not be reached between the two entities.

Master Plan Next Meeting

The next Master Plan meeting will be pending until Bear Creek Twp. receives new information from consultants Beckett and Raeder.

IX. Next Meeting: July 30, 2025

X. Adjournment: 10:31 p.m.

Scott A. Herceg

Scott A. Herceg Recording Secretary

Jim Kargol, Planning Commissioner

Tammy Doernenburg

From: Stephany Sheekey <Stephany_Sheekey@uhaul.com>
Sent: Wednesday, July 9, 2025 1:21 PM
To: Tammy Doernenburg; Denny Keiser
Cc: Jon Gilmore - MCP; Parul Butala; Jeff Steffani
Subject: RE: Additional information/comments for Planning Commission (related to AMERCO case)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Tammy –

Thank you for your time today. After discussing, we feel it is appropriate to withdraw our SUP application at this time while we work towards satisfying the comments brought forth at the Bear Creek Planning Commission meeting. We are confident we can achieve this and intend to resubmit at a later date but will need longer than the 30 days to do so as EGLE will likely take ~4 months.

Is there anything additional I need to do in order to have this withdrawn from Bear Creek Township as well or will this email serve for both County & Township?

Lastly, I want to thank you for all your help so far. We will be sure to reach out with questions as we have them, please feel free to do the same.

Thanks,

Stephany Sheekey, AICP
Planner - Amerco Real Estate Company
2727 N. Central Ave., Suite 500
Phoenix, AZ 85004
Office: (602)735-2082
Cellphone: (863)412-9217
stephany_sheekey@uhaul.com

From: Tammy Doernenburg <tdoernenburg@emmetcounty.org>
Sent: Wednesday, July 2, 2025 9:50 AM
To: Stephany Sheekey <Stephany_Sheekey@uhaul.com>
Cc: Jon Gilmore - MCP <jon_gilmore@uhaul.com>; Parul Butala <parul@uhaul.com>; Jeff Steffani <jeff_steffani@uhaul.com>; Denny Keiser <supervisor@bearcreektownshipmi.gov>
Subject: Additional information/comments for Planning Commission (related to AMERCO case)

CAUTION: This email came from an external sender. Do not click **links** or **attachments** unless you know the sender and the content is safe.

Hello Stephany,

Per our discussion a few moments ago, you will be setting up a Zoom meeting for 1:15 PM EDT to discuss next steps. I had indicated that there was additional information which I've attached…it includes:

Bear Creek Township Planning Commission draft meeting minutes
Email chain related to stormwater runoff, including a response from Emmet County Road Commission and Michigan Department of Transportation
Fire Chief updated review
Public comment submitted to the Bear Creek Township PC at its meeting of 6/25/2025

This is all information that will be provided to the Emmet County Planning Commission for its July 10 meeting.

Thank you for your call and email today.

Kind regards,

Tammy

Tammy Doernenburg
Emmet County Director of Planning & Zoning
3434 Harbor-Petoskey Rd (M-119), Suite E
Harbor Springs, MI 49740
231.439.8998 (direct line)
231.439.8933 (fax line)
231.348.1735 (main office line)
www.emmetcounty.org

EMMET COUNTY BOARD OF COMMISSIONERS'S MINUTES
Thursday, August 20, 2026
6:00 PM
200 Division Street Petoskey, MI 49770

CALL TO ORDER
The meeting was called to order by Board Chair, Dave White, at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL
Members present: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz.

APPROVAL OF AGENDA
Moved by Don Mapes; seconded by Brett Gooding to move "Data Center Deferral Resolution" to item number 1 under new business and approve the agenda as amended.

Motion Passed: 7 - 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

CONSENT AGENDA

APPROVAL OF MINUTES
(1) August 10, 2026 Metting Minutes
Moved by Brian Gutowski; seconded by Rich Ginop to approve the August 10, 2026 meeting minutes.

Motion Passed: 7- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

PUBLIC COMMENT
Daniel Heyer made the attached statement. (attachment #1)

Dale Scott, former Friendship Township Supervisor, asked if the citizens are in favor of data centers or not. He felt that an approval tonight would start the wheels turning toward allowing

(6) PPTEXT26-01 Emmet County Planning Commission, Commercial Storage Text Amendment

Tammy Doernenburg briefed the Board that in December of last year a citizen asked for a review of the zoning ordinance in regard to storage units. This review has been going on since January, and the Planning Commission is recommending an extension of the deferral until October 1. The Planning Commission also approved a recommendation for the text amendment, but legal counsel has not had a chance to review it. The extension of the deferral is being asked so there can be a legal review of the proposed text amendments.

Laughbaum mentioned several points in the text amendments that he does not agree with. Gooding provided some explanation in response to Laughbaum's comments. He added that it was not just one business owner that requested the review but several.

Resolution- attachment #4.

Moved by Brian Gutowski; seconded by Chuck Laughbaum to adopt the "Resolution Extending Deferral Regarding Commercial Storage Uses," as presented.

Motion : 6- 1
Voting For: Chuck Laughbaum, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: Brett Gooding

APPOINTMENTS

(1) Advisory Committee on Aging Resignation

Moved by Rich Ginop; seconded by Brian Gutowski to accept the resignation of Martha Lancaster from the Advisory Committee on Aging.

Motion Passed: 7- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

(2) Veterans' Affairs Board Resignation

Moved by Don Mapes; seconded by Rich Ginop to accept the resignation of Ryan Bachelor from the Veteran's Affairs Committee.

Motion Passed: 7- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

(3) Veterans' Affairs Board

Moved by Don Mapes; seconded by Rich Ginop to reappoint Cheri Marshall to the Veterans' Affairs Board.

Motion Passed: 7- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

Moved by Brian Gutowski; seconded by Rich Ginop to appoint Casey Nowicki to the Veterans' Affairs Board.

Motion Passed: 7- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

(4) Historical Commission

Moved by Matt Koontz; seconded by Rich Ginop to reappoint Courtney Graham to the Historical Commission.

Motion Passed: 7- 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

COMMUNICATIONS

Alward Fisher, Attorneys at Law, letter. (attachment #5)

Kuhn Rogers, attorney, letter. (attachment #6)

COMMITTEE REPORTS

Laughbaum reported that passenger count is down at the airport. He also reported that 69 acres of Paradise Lake were successfully treated this year, at a cost of about $48,000. He also noted that county Drain Commissioner, Arden Bawkey, is concerned about an old dam on Paradise Lake. They will be going from four to two meetings next year.

Gooding had no report.

Mapes gave the attached report. (attachment #7)

Ginop reported that at the TAC meeting there was much discussion about the upcoming "go-live" of the new communication system.

Gutowski gave the attached report. (attachment #8)

Koontz gave the attached report. (attachment #9)

White reported that the Area on Aging did a presentation on respite care for caregivers. Pam Gibson is now the finance director for the 911 committee. The 2027 budget was approved. Deferred compensation and 401a investing for county employees is going well.

PUBLIC COMMENT

Paul Mooradian stated that there is a need for B2-zoned areas. He also mentioned that small businesses are dying in Emmet County, and the type of businesses that are coming to the county need to be looked at. He added that people have property rights, and commercial storage is a low impact use, unlike data storage. He appreciates further review of the storage use text amendments and asked to allow stakeholders at the table. He concluded that 1 person requested the zoning review, and there was no discussion until the meetings started.

David Mcbride had the Board clarify that the deferment for the storage unit text amendments was for legal review and recommendation. He added that he works with hospice and will continue to offer support to Bay Bluffs.

ANNOUNCEMENTS

The next Board of Commissioners meeting will be held on September 14, 2026 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

ADJOURNMENT

Moved by Rich Ginop; seconded by Don Mapes to adjourn the meeting at 8:05 p.m.

Motion Passed: 7 - 0
Voting For: Chuck Laughbaum, Brett Gooding, Don Mapes, Rich Ginop, Brian Gutowski, Dave White, Matt Koontz
Voting Against: None

Dated: 9/14/2026

Suzanne R. Kanine
Emmet County Clerk

David M. White
Board Chair, Emmet County Board of Commissioners

STATE OF MICHIGAN
COUNTY OF EMMET

RESOLUTION DEFERRING REVIEWS AND DECISIONS REGARDING COMMERCIAL STORAGE USES PENDING COMPLETION OF ZONING ORDINANCE REVIEW AND AMENDMENT PROCESS

RESOLUTION NO. —

At a regular meeting of the County Board of Commissioners of Emmet County, State of Michigan, held on January 15, 2026, at 6:00 p.m., Eastern Standard Time, with those present and absent being,

PRESENT: Laughbaum, Gooding, Mapes, Ginop, Gutowski, White, Koontz
ABSENT: ϕ

the following preamble and resolution were offered by Commissioner Gooding and supported by Commissioner Ginop:

WHEREAS, THE Emmet County Zoning Ordinance has defined commercial mini-storage uses the same way for decades, and that definition and the zoning districts within which it was designated contemplated and were intended for the small scale, single story storage facilities with exterior accesses to the units, which defined the market at the time of these applicable ordinance provisions;

WHEREAS, over the decades since the original adoption of the County Zoning Ordinance provisions applicable to commercial storage uses and facilities, the commercial storage industry has evolved in a manner that now sees large-scale, multi-level storage facilities with temperature controlled interior access units, exterior facades, and much more extensive and intensive elements and features;

WHEREAS, the Emmet County Zoning Ordinance currently does not contemplate or adequately address these advancements and changes in the industry related to this type of land use, nor does it adequately address the impacts on the character and types of other land uses within and surrounding the districts in which such commercial storage uses and facilities may be permitted under the current ordinance;

WHEREAS, accordingly, the County Board of Commissioners, with the assistance and recommendations of the Emmet County Planning Commission and County staff, desires to ascertain the most appropriate path for the County to address the issues and concerns in its Zoning Ordinance relative to commercial storage land uses in order to protect the public health, safety, and welfare.

WHEREAS, in connection with the foregoing, the Board of Commissioners determines that it is necessary and appropriate to temporarily defer any consideration or action taken by a County entity, body, official, and/or agent regarding rezoning, special land use, site plan, change

of use, permit, certificate of occupancy and other proposals and submissions pertaining to mini-storage and other commercial storage uses for the following reasons:

a. It is of major importance, for the future overall development of the County, to ensure that reasonable land uses are authorized and that compatible development is required in connection with land uses in the County;

b. If permitted, commercial storage land uses in the County are likely to have a significant impact on the character of the areas of the County in which they are located, as well as an impact on property values and quality of life, and on the general public health, safety and welfare of the County and its residents, businesses, and property owners;

c. To promote development of the County over the long term in a manner that would complement the rest of the County, not undermine the overall character and planning of the County, and remain consistent with the purpose, goals and objectives of the Master Plan that is implemented by the Zoning Ordinance;

d. To ensure consistent, cohesive and sensible development and land uses in Emmet County;

e. To clear-up any uncertainty in the County's Zoning Ordinance and other ordinances regarding the types of commercial storage land uses that are prevalent today and ascertain the most appropriate and safest path for the County to address them in order to protect the public health, safety, and welfare;

f The consideration of rezoning, special land use, site plan, change of use, building and other permits, certificates of occupancy or other proposals relating to commercial storage land uses during the process of considering whether and how to amend the County's Zoning Ordinance to address such uses in the community would be counter-productive and undermine the County's efforts to accomplish the above community-wide planning and zoning objectives and to provide for the health, safety and welfare of the County and its residents, businesses, and property owners; and

g. It is within the rights of the County to establish reasonable regulations to control commercial storage land uses in order to protect the public health, safety, and welfare.

WHEREAS, the County's Planning Commission is presently in the process of studying and reviewing potential ways to amend the Zoning Ordinance to address the types of commercial storage land uses that are prevalent today.

WHEREAS, it is anticipated that, over the course of the next 180 days, the Planning Commission will complete its study and review of this subject and will have a draft amendment to the Zoning Ordinance forwarded to the County Board of Commissioners for review and consideration, with a report and recommendation from the Planning Commission regarding the draft ordinance.

WHEREAS, it is the intention of the Board of Commissioners to complete its review and consideration of the Planning Commission's recommendation regarding amending the Zoning Ordinance within 60 days of its receipt.

NOW, THEREFORE, IT IS HEREBY RESOLVED that, for the reasons and based on the findings set forth above, the County Board of Commissioners' review and adoption of amendments to the Zoning Ordinance to address the issue of commercial storage land uses should precede any development, zoning, planning or other action or decision in the County pertaining to such land uses; and, accordingly, the Board of Commissioners hereby defers, until September 1, 2026 (as recommended by the Emmet County Planning Commission), any consideration or action taken by a County entity, body, official, and/or agent regarding rezoning, special land use, site plan, change of use, permit, certificate of occupancy and other proposals and submissions pertaining to commercial storage land uses.

IT IS FURTHER RESOLVED that the Board of Commissioners also recognizes that deferring such actions and decisions could result in inconvenience for some land owners and others desiring to engage in commercial storage land uses in the County, and that such persons might claim an interference with legitimate rights. On this basis, the Board of Commissioners has determined that it is necessary to expedite the actions contemplated and necessary for completion of the review and adoption of amendments to the Zoning Ordinance to address the issues relating to commercial storage land uses (without compromising the quality and integrity of the results of such actions), and that it is also necessary to provide a mechanism allowing petition to the Board of Commissioners for relief from the deferral. Accordingly:

(1) The County officials and Planning Commission engaged in the process of reviewing and forwarding recommended amendments of the Zoning Ordinance to the Board of Commissioners in connection with this matter are directed to proceed with such efforts without delay.

(2) Any property owner who shall feel aggrieved by a deferral of action shall be entitled to a hearing for the purpose of providing an opportunity to be heard, and to demonstrate to the Board of Commissioners that the temporary deferral will result in the unreasonable preclusion of viable economic use of property, or otherwise violate applicable provisions of State or Federal constitution or law. Such hearing shall be conducted on an expedited basis before the Board of Commissioners. At the conclusion of the hearing, the Board of Commissioners shall make findings and conclusions. If it is demonstrated and found that the deferment has the effect of unreasonably precluding viable economic use of property, or that it violates a law or constitutional provision, the Board of Commissioners will grant relief from the deferment to the degree necessary to cure the contravention.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Laughbaum, Gooding, Mapes, Grinap, Gutowski, White, Koontz
NAYS: Ø
ABSENT: Ø
ABSTENTIONS: Ø

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF EMMET)

I, the undersigned, the duly qualified and acting County Clerk of Emmet County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the Emmet County at a regular meeting held on January 15, 2026, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 15th day of January, 2026.

SUZANNE KANINE, County Clerk
Emmet County

EMMET COUNTY - Board of Commissioners
November 9, 2026

Public Hearing - Close Out of CDBG Chill grant - MSF-2023-737-CDB

SUMMARY:

A Public Hearing to act on the closeout of the CDBG Grant - MSF-2023-737-CDB

The Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program successfully assisted 11 low- to moderate-rehabilitation improvements that directly enhanced safety, accessibility, and overall housing stability for vulnerable residents. Total funding for these projects were $199,612.26. 8 of 11 households (73%) were verified at or below 50% AMI and 9 out 11 households (82%) were verified as living on a fixed income.

Allocation of Funds: Financial assistance was deployed via 3 housing rehabilitation grants and 8 five-year forgivable loans administered through the Michigan State Housing Development Authority (MSHDA).

The CHILL Grant Program funded essential home repairs and comprehensive system replacements to resolve immediate health, safety, and Structural deficiencies.

MOTION:

Motion to close public hearing.

VOTE:

ATTACHMENTS:

CDBG - Chill Grant Summary.pdf

CHILL GRANT PROGRAM

Program Accomplishments & Formal Summary Report

Executive Summary: The Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program successfully assisted 11 low- to moderate-income households throughout Emmet County. The program delivered critical housing rehabilitation improvements that directly enhanced safety, accessibility, and overall housing stability for vulnerable residents.

Program Outcomes & Metrics

11	$199,612.26	73%	82%
HOUSEHOLDS ASSISTED	TOTAL FUNDING	≤ 50% AMI	FIXED INCOME

Demographics & Funding Structure:

- All participating households operated at or below 80% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD).
- 8 out of 11 households (73%) were verified at or below 50% AMI.
- 9 out of 11 households (82%) were verified as living on a fixed income.
- **Allocation of Funds:** Financial assistance was deployed via 3 housing rehabilitation grants and 8 five-year forgivable loans administered through the Michigan State Housing Development Authority (MSHDA).

Household Impact Breakdown

The CHILL Grant Program funded essential home repairs and comprehensive system replacements to resolve immediate health, safety, and structural deficiencies.

LOCATION	BENEFICIARY DEMOGRAPHICS	ASSISTANCE TYPE	AMOUNT	SCOPE OF WORK FUNDED
Alanson	65-Year-Old Single Woman	Forgivable Loan	$21,437.00	Roof replacement, covered gutter system installation, furnace and water heater replacement.
Levering	73-Year-Old Single Man	Forgivable Loan	$17,190.00	Roof replacement and furnace replacement.
Pellston	Family of Five	Forgivable Loan	$27,700.00	Home and garage roof replacements.
Pellston	Elderly Couple	Forgivable Loan	$19,635.00	Roof replacement, furnace and water heater replacement.
Petoskey	66-Year-Old Single Woman	Forgivable Loan	$20,681.91	Roof, furnace, and water heater replacement.
Petoskey	65-Year-Old Single Woman	Grant	$4,264.00	Window replacement.
Harbor Springs	72-Year-Old Single Woman	Program Funds	$7,299.71	Full covered gutter system installation.
Harbor Springs	33-Year-Old Single Man	Forgivable Loan	$34,975.46	Roof, window, door, and furnace replacement.
Harbor Springs	65-Year-Old Single Woman	Grant	$6,550.00	Furnace replacement.
Harbor Springs	64-Year-Old Single Woman	Grant	$7,767.18	Storm door replacement.
Brutus	71-Year-Old Single Woman	Forgivable Loan	$28,976.00	Roof and water heater replacement.

Community Strategic Impact

Through the strategic deployment of the CHILL Grant Program, Emmet County residents successfully remediated critical structural liabilities that would have otherwise been financially unfeasible. Key community outcomes include:

- **Preservation of Affordable Housing:** Maintained structural integrity across decentralized rural and urban housing stock.
- **Infrastructure & Efficiency Improvements:** Funded roof replacements, advanced heating system upgrades, energy-efficient water heaters, window/door structural improvements, and engineered drainage enhancements.
- **Vulnerable Population Support:** Enabled senior residents, fixed-income individuals, and low-income families to remain in safe, stable, and healthy living environments.

EMMET COUNTY - Board of Commissioners
November 9, 2026

Close Out of CDBG Chill grant - MSF-2023-737-CDB

SUMMARY:

Closeout of the CDBG Chill Grant - MSF-2023-737-CDB

The Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program successfully assisted 11 low- to moderate-rehabilitation improvements that directly enhanced safety, accessibility, and overall housing stability for vulnerable residents. Total funding for these projects were $199,612.26. 8 of 11 households (73%) were verified at or below 50% AMI and 9 out 11 households (82%) were verified as living on a fixed income.

Allocation of Funds: Financial assistance was deployed via 3 housing rehabilitation grants and 8 five-year forgivable loans administered through the Michigan State Housing Development Authority (MSHDA).

The CHILL Grant Program funded essential home repairs and comprehensive system replacements to resolve immediate health, safety, and structural deficiencies.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve the closeout of the CDBG Chill Grant - MSF-2023-737-CDB and authorize the County Administrator to sign the required documents.

VOTE:

Roll Call

ATTACHMENTS:

CDBG - Chill Grant Summary.pdf

CHILL GRANT PROGRAM

Program Accomplishments & Formal Summary Report

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- **Infrastructure & Efficiency Improvements:** Funded roof replacements, advanced heating system upgrades, energy-efficient water heaters, window/door structural improvements, and engineered drainage enhancements.
- **Vulnerable Population Support:** Enabled senior residents, fixed-income individuals, and low-income families to remain in safe, stable, and healthy living environments.

EMMET COUNTY - Board of Commissioners
November 9, 2026

Sale of Parcel 06-12-14-100-002

SUMMARY:

Emmet County owns an approximately 0.16-acre vacant parcel located in Friendship Township, identified as Tax Parcel No. 06-12-14-100-002. The property is zoned FF-2 (Farm and Forest) and, due to its limited size, does not meet the minimum requirements for independent development under the current zoning ordinance.

The adjacent property owners, Cameron McCaig and Michelle Phillips-McCaig, have offered to purchase the parcel for $544, plus all closing costs. Given the parcel's size, zoning limitations, and lack of practical independent use, the sale to the adjoining property owners represents a reasonable means of disposing of County-owned property that serves no identified County purpose.

The County Assessor has verified the nominal value of the property. Based on this assessment and the property's limited development potential, the proposed motion acknowledges that obtaining an independent appraisal, conducting a sealed bid process, or engaging a real estate broker is not warranted for this transaction.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve and authorize the County Administrator to, on behalf of Emmet County, (1) enter into the Purchase Agreement between Emmet County and Cameron McCaig and Michelle Phillips-McCaig, involving Tax Parcel No. 06-12-14-100-002 (vacant land); (2) take such actions as are called for under the Agreement to complete and accept due diligence contingencies for such property sale and other obligations under said Agreement; (3) upon the satisfactory completion of such due diligence contingencies, execute all deeds and other documents at the closing of the transaction under the Agreement; and (4) otherwise fulfill the County’s obligations under said Agreement; and it is further acknowledged under this motion that the Board of Commissioners finds that there is no need in this

instance to obtain an appraisal, undertake a sealed bid process, or utilize the services of a seller's realtor considering the County Assessor's verification of the nominal value of the property involved.

VOTE:
Roll Call

ATTACHMENTS:
Purchase Agreement-McCaig (9-11-26).pdf
County property Friendship Township.pdf
06-12-14-100-002.pdf

STATE OF MICHIGAN
COUNTY OF EMMET

AGREEMENT REGARDING PURCHASE OF PROPERTY

THIS AGREEMENT REGARDING CONVEYANCE OF PROPERTY ("Agreement") is by and between CAMERON MCCAIG AND MICHELLE PHILLIPS-MCCAIG ("Purchaser"), whose address is 1440 East Fisher Street, Pensacola, FL 32503 and the COUNTY OF EMMET ("Seller"), whose address is 200 Division Street, Petoskey, MI 49770 and shall be dated and effective as of the date on which it has been fully executed by Purchaser and Seller (the "Effective Date"). In this Agreement, Purchaser and Seller may be referenced together as the "Parties".

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, PURCHASER AND SELLER AGREE AS FOLLOWS:

Purchaser hereby offers and agrees to purchase from the Seller, and Seller agrees to sell to the Purchaser, the property described on the attached Exhibit "A" and any rights or easements presently existing for the benefit thereof (the "Property") subject to the terms and conditions set forth below:

1. Purchase Price. Purchaser shall pay to the Seller Five Hundred Forty-four Dollars ($544.00), which amount shall be referred to in this Agreement as the "purchase price." Payment of the purchase price shall be made in a bank certified check, cashier's check, or wire transfer of funds to an account designated in writing by Seller.

2. Title Contingency. Within fourteen (14) calendar days after the Effective Date, Purchaser, at its option and expense, may, but is not required to, obtain in its possession a title insurance commitment issued by a title company of Purchaser's choosing ("Title Company") bearing a date later than the Effective Date, wherein the Title Company agrees to issue an ALTA owner's policy of title insurance with standard exceptions in the full amount of the Purchase Price, insuring title to the Property to be good and marketable and free and clear of all liens, claims, easements, restrictions, encumbrances, encroachments, leases or rights of parties in possession of every kind and nature whatsoever, except for "Permitted Encumbrances" as defined below ("Title Policy"). If Purchaser chooses not to obtain a title insurance commitment in accordance with the timing and terms of this paragraph, Purchaser is thereby choosing to accept title in its "AS-IS" condition. If Purchaser chooses to obtain a title insurance commitment in accordance with the timing and terms set forth above, within five (5) calendar days after the date on which Purchaser receives such title insurance commitment, Purchaser shall forward a copy of said commitment to the Seller. Purchaser shall have ten (10) calendar days after the date on which Purchaser receives the title insurance commitment to review same. If Purchaser determines, in its sole discretion, that any lien, claim, easement, restriction, encumbrance, encroachment, lease or right of any party may interfere with Purchaser's contemplated use of the Property or is otherwise unacceptable to Purchaser for any reason whatsoever (hereinafter, "Title Defect"), Purchaser shall notify Seller of any such Title Defect within five (5) calendar days after said ten (10) day period. Any exception set forth in the commitment to which Purchaser does not timely object shall be a "Permitted Encumbrance." Seller may use its best efforts to cure any Title Defect of which it is timely notified. If Seller fails to cure all such Title Defects within thirty (30) calendar days after the receipt of Purchaser's timely notice thereof, Purchaser's sole remedies are to either (i) terminate this Agreement, or (ii) waive any such Title Defect(s) and

proceed to closing accepting title in its "AS IS" condition. Seller's failure to correct a title defect shall not be deemed a default under this Agreement. Purchaser shall pay for all costs associated in any way with the Title Policy.

4. Property Combination. This Agreement and any closing on Purchaser's purchase of the Property from Seller is contingent upon the Property being combined with the adjoining Parcel No. 06-12-14-100-017 (which parcel is currently owned by Purchaser), such that the two properties form and become a single parcel and zoning lot for taxing, use, and zoning purposes (the "adjoining parcel combination"). Purchaser shall complete all applications and submissions necessary, and pay all fees and costs required for the processing and completion of the adjoining parcel combination within five (5) business days of the Effective Date of this Agreement. This Agreement shall not be considered and is not intended to represent or be relied upon as an indication or assurance of any kind as to whether the adjoining parcel combination will be approved. In the event the adjoining parcel combination is not completed and finalized on or before the closing, this Agreement and all of the obligations and liabilities of the Seller and Purchaser may be terminated by Seller, in Seller's sole discretion, and shall be of no further force and effect. Denial of the adjoining parcel combination, even if by the County, shall not be deemed a default by Seller under this Agreement.

5. Taxes, Prorated Items, Fees, and Costs. The parties agree that the cost of completion of the required closing documents, the cost to conduct the closing, and all other costs and fees relating to this conveyance shall be paid by Purchaser and not Seller. Purchaser, and not Seller, shall pay any and all required transfer tax, all closing fees and costs, all real estate broker and agent commissions, fees and charges, and the costs associated with recording the required deed. Seller shall not be responsible for any of the costs or expenses related to this Agreement, transaction, or conveyance, except its own administrative costs and attorney fees.

6. At Closing and Conveyance to Purchaser. At closing and prior to Seller's execution and delivery of a deed (in a form mutually agreed to by the Parties prior to and at closing) conveying the Property to Purchaser, Purchaser shall have completed the following: (a) pay the purchase price with a cashier's check and verification satisfactory to Seller that such payment has cleared with funds deposited into Seller's desired bank account; (b) pay all required transfer taxes, closing fees and costs, costs associated with recording the deed from the Seller, and any other costs associated with or required for consummation of this transaction; (c) finalization of the property combination(s) required under this Agreement; and (d) execute a Property Transfer Affidavit as required by law and any and all other required documents required for the conveyance of the Property. If Purchaser has opted to obtain a Title Policy under paragraph 2 of this Agreement that shows Seller having clear title to the Property, Seller will sign a warranty deed at closing, otherwise Seller will sign and Purchaser will accept a quit claim deed at closing.

7. Possession. Seller shall deliver and Purchaser shall accept Seller's title and possession of the Property as of the date and time of Seller's execution and delivery of the deed conveying the Property to Purchaser at the closing.

8. Closing. The transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "closing") at 10:00 a.m., local time, at Seller's address set forth above on the date that is thirty (30) calendar days after the contingencies set forth in paragraph 4, above, have been completed, unless said date is a Saturday, Sunday or legal holiday, in which case the closing shall occur on the next immediately following business day.

Notwithstanding the preceding sentence, the Parties may mutually agree in writing to an alternative place, date, and/or time for the closing, recognizing that time is of the essence in closing this transaction.

9. Seller's Disclosure Statement. Purchaser acknowledges that the Property is vacant land and a Seller Disclosure Statement was not available at the time this Agreement was written and is not required. If required or requested, Seller agrees to provide Purchaser with a Seller's Disclosure Statement at any time prior to closing pursuant to and to the extent required by Public Act 92 of 1993.

10. Defaults. In the event of material default by the Purchaser under this Agreement, Seller may pursue any legal or equitable remedies available to Seller. In the event of material default by Seller under this Agreement, Purchaser may to pursue any legal or equitable remedies available to Purchaser.

11. Notices. Any notice required to be given in accordance with the provisions of this Agreement shall be in writing and effective when delivered personally or when mailed by certified mail, return receipt requested, directed to the parties at the addresses set forth in this Agreement or at such other address as may be set forth in writing by the respective parties or attorney. It is agreed by the parties that notices required hereunder may, but are not required to, be delivered by email, provided a hard copy (originally signed copy) is mailed or delivered in a timely manner. If sent by email, the date and time of said notice shall be one day after the date and time the email was sent. If not sent by email, notice shall be deemed given on the earlier of (a) the date of personal delivery, (b) the date when received, or (c) one day after mailing if mailed in the State of Michigan. Notices to Purchaser shall be addressed to the attention of "Cameron McCaig & Michelle Phillips-McCaig." Notices to Seller shall be addressed to the attention of "County Administrator."

12. Condition of Premises. Purchaser acknowledges that it is purchasing and by closing this transaction shall be deemed to have accepted the Property "AS IS." Purchaser acknowledges that (a) it has examined the Property in person or otherwise to its satisfaction; (b) it has had the opportunity to conduct additional inspections, surveys, examinations, environmental testing, soils testing, and other due diligence for the purchase of the Property; (c) Seller has not inspected the Property and has no knowledge of its condition; and (d) Seller has not made any representations or warranties of any kind concerning the Property upon which Purchaser has placed reliance except as provided in this Agreement. Further, Purchaser hereby agrees to release Seller, Seller's employees, officials, councils, consultants, and attorneys from any and all claims whatsoever related to the condition of the Property, including without limitation any encroachments and defects involving the title or possession, soil conditions, environmental or hazardous material contamination, suitability for construction or use of any kind, or other conditions. Seller makes no representations regarding the existence or non-existence of environmental contamination or hazardous materials of any nature on, under, or near the Property and Purchaser shall indemnify and hold Seller harmless from any claims of contamination and/or statutory obligations to clean up the Property. Purchaser is strictly liable for the investigation of the title to and encroachments onto the Property and inspection of the Property itself, prior to signing this Agreement.

13. Grammar and Headings. Whenever words herein are used in the neuter, they shall be read in the feminine or masculine whenever they would so apply and vice versa, and words

in this Agreement that are singular shall be read as plural whenever the latter would so apply and vice versa. The headings contained herein are for the convenience of the Parties and are not to be used in construing the provisions of this Agreement.

14. Entire Agreement. Seller and Purchaser agree that this Agreement contains the entire agreement between them and that there are no agreements, representations, statements, or understandings that have been relied upon by them that are not stated in this Agreement.

15. Binding Effect. The covenants, representations, and agreements set forth in this Agreement are binding upon and inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns, and paragraphs 4 and 9 through 21 shall survive the closing and conveyance of the Property to Purchaser.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the statutes and laws of the State of Michigan. In the event that any provision herein shall be held by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed severable and severed therefrom and the remaining provisions herein shall remain in full force and effect between the parties.

17. Non-Assignability. Purchaser shall not assign, sell, or transfer this Agreement or any of its rights, obligations, or interests arising hereunder without the prior written consent of Seller, which consent may be withheld for any reason or no reason at all, in Seller's discretion. Any purported assignment contrary to the terms hereof shall be null, void, and have no force and effect, and shall not relieve the assignor of its obligations under and pursuant to this Agreement.

18. Counterparts and Electronic Copies. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

19. Incorporation of Exhibits. The exhibits attached at the end of this Agreement are incorporated herein and expressly agreed to and made a part of this Agreement for all purposes by this reference

20. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire understanding and agreement between the parties hereto concerning Purchaser's purchase of the Property, and all prior negotiations, discussions, understandings, and agreements concerning the same are deemed to be merged herein.

21. Amendment. This Agreement may not be amended orally but may only be amended in writing signed by all of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth opposite their signatures.

PURCHASER:
CAMERON MCCAIG

Dated: _____, 2026 By: _____

PURCHASER:
MICHELLE PHILLIPS-MCCAIG

Dated: _____, 2026 By: _____

STATE OF MICHIGAN)
)ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____.

_____
, Notary Public
Acting in Emmet County, Michigan
My Commission Expires: _____

SELLER:
COUNTY OF EMMET

Dated: _____, 2025 By: _____
David Boyer, its County Administrator

STATE OF MICHIGAN)
)ss
COUNTY OF EMMET)

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by David Boyer, County Administrator, for and on behalf of the County of Emmet.

_____
, Notary Public
Acting in Emmet County, Michigan
My Commission Expires: _____

EXHIBIT A

Legal Description: COM ON C/L OF HWY 546 FT A & 172 FT W OF ¼ COR, TH S40°E 82.5 FT, S40°w 66 FT, N40°W 82.5 FT, N40°e 66 FT TO POB. SECTION 14, T36N, R6W. APPROX .16 ACRES.

Parcel # 06-12-14-100-002 (Vacant Land)

Address: Vacant, Friendship Township, Emmet County, Michigan

06-12-14-100-002



Map Produced Using the
Emmet County
Internet Mapping Portal

N

Author: ArcGIS Web AppBuilder

Date: 5/27/2025

This map is for general reference purposes only.
It is not intended as a replacement, a substitute for, or duplication of a survey.

Tax Parcels
Road Centerlines

Ortho2022_6In
Red: Band_1
Green: Band_2
Blue: Band_3

1:4,514

0 0.05 0.1 0.2 mi
0 0.075 0.15 0.3 km

Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

ArcGIS Web AppBuil
LTC, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USD

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INDEXED AND COMPARED.

LIBER 55

06-12-14-100-002

WARRANTY DEED—Short Form.

Sidney T. Cease wf.
TO
Board of Supervisors

This instrument was presented and received for record this 1st day of Nov. A. D. 1912 at 11 o'clock A. M., as a proper certificate was furnished in compliance with Section 3957, Compiled Laws of 1897.

John Keat Register of Deeds.

This Indenture, Made this twenty-sixth day of October in the year of our Lord one thousand nine hundred and twelve

Between Sidney T. Cease and Mary C. Cease his wife of the township of Friendship, Emmet Co. Michigan of the first part, and "Board of Supervisors" of County of Emmet, Michigan of the second part,

Witnesseth, that the said part ~~ies~~ of the first part, for and in consideration of the sum of Sixteen and no/100 dollars, to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said part y of the second part, and its ~~heirs and~~ assigns, FOREVER, all that certain piece or parcel of land, situate and being in the township of Friendship county of Emmet and state of Michigan, and described as follows, to-wit:

Commencing at a point in the center of the highway, five hundred and forty-six (546) feet south, and one hundred and seventy two (172) feet west of the quarter (¼) post on the north line of section fourteen (14) Town thirty-six (36) North Range six (6) West; - Thence South 40° E. five (5) rods, - Thence South 50° W. four (4) rods - Thence North 40° W. five (5) rods to center of highway - Thence North 50° E. four (4) rods to commencing

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; **To have and to hold** the said premises, as above described, with the appurtenances, unto the said part y of the second part, and to its ~~heirs and~~ assigns, FOREVER. And the said part ~~ies~~ of the first part, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part and its ~~heirs and~~ assigns, that at the time of the ensealing and delivery of these presents, they well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that they will, and their heirs, executors, and administrators forever shall warrant and defend the same against all lawful claims whatsoever,

In witness whereof, the said part ~~ies~~ of the first part ha ~~ve~~ hereunto set their hand ~~s~~ and seal ~~s~~ the day and year first above written.

Signed, sealed and delivered in presence of

Thomas Linehan

Frank L. Voorheis

Sidney T. Cease [L. S.]

Mary C. Cease [L. S.]

[L. S.]

[L. S.]

STATE OF MICHIGAN, County of Emmet } ss.

On this twenty-sixth day of October in the year one thousand nine hundred and twelve before me, a Notary Public in and for said county, personally appeared Sidney T. Cease and Mary C. Cease, his wife, to me known, to be the same person ~~s~~ described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Thomas Linehan
Notary Public

My commission expires Feb. 3 1913.

This copy generated from the official records of the Emmet County Register of Deeds

EMMET COUNTY - Board of Commissioners
November 9, 2026

Pellston Airport Soil Removal

SUMMARY:

Emmet County is requesting Board approval of Amendment No. 1 to the June 15, 2026, construction agreement with M & M Excavating Co., Inc. for the Reconstruct Taxiways A, B and C – Pavement and Lighting project at Pellston Regional Airport.

The amendment authorizes additional work to remove stockpiled contaminated soil generated during airport construction activities. The proposed work includes excavation and removal of approximately 5,500 cubic yards of contaminated material, along with associated site restoration activities, including asphalt replacement, seeding, fertilizing, topsoil, and mulching.

The total additional cost is not to exceed $562,950, based on established unit pricing and documented quantities of work performed. Any costs exceeding this amount or material changes in scope require additional written County approval. The additional work will be funded by Emmet County.

All other terms and conditions of the original construction agreement remain unchanged.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve Amendment No. 1 to the Construction Agreement between Emmet County and M & M Excavating Co., Inc., for the removal and disposal of contaminated soil and associated site restoration at Pellston Regional Airport, in an additional amount not to exceed $562,950.00, as presented, and authorize the County Administrator to execute the amendment on behalf of Emmet County, including any minor revisions approved by Civil Counsel that do not increase the contract amount or change the work being performed.

VOTE:

Roll Call

ATTACHMENTS:

M_and_M_Excavating_Amendment_No_1_DRAFT 11042026.pdf

M&M Excavating - Reconstruct Runway A, B & C - Pavement & Lighting - 6-15-26.pdf

AMENDMENT NO. 1
TO CONSTRUCTION AGREEMENT

Reconstruct Taxiways A, B and C – Pavement and Lighting
Pellston Regional Airport, Pellston, Michigan

This Amendment No. 1 ("Amendment") is made as of November 10, 2026, by and between Emmet County, Michigan ("County" or "Sponsor"), and M & M Excavating Co., Inc. ("Contractor").

RECITALS. The parties entered into a construction agreement dated June 15, 2026, for the Reconstruct Taxiways A, B and C – Pavement and Lighting project at Pellston Regional Airport (the "Agreement"). The Agreement permits additional work ordered by the Sponsor at prices agreed upon before the extra work begins. The County desires to authorize additional work described in the Contractor's proposal dated October 31, 2026.

1. Additional Work. The Contractor shall perform removal of stockpiled contaminated material and associated work at Pellston Regional Airport as described in the October 31, 2026 proposal (Exhibit A), and incorporated into this Amendment. The work shall comply with applicable provisions of the Agreement and FAA specifications. In the event of a conflict, this Amendment controls.

2. Compensation and Measurement. The maximum additional compensation authorized is Five Hundred Sixty-Two Thousand Nine Hundred Fifty Dollars ($562,950.00), funded by Emmet County. Payment shall be based on actual, documented and County-verified quantities at the agreed unit prices, subject to this cap. The estimated contaminated soil quantity is 5,500 cubic yards at $100 per cubic yard, including loading, hauling, and landfill disposal. Contractor shall provide initial, approximately 75%-completion, and final drone surveys and supporting volume calculations for County or its engineer review. Contractor shall notify the Airport Director promptly if projected quantities or costs may exceed the estimate. No quantity exceeding the authorized amount, additional cost, or material scope change may be undertaken without prior written County authorization through an appropriate contract modification.

3. Schedule. Contractor has requested additional time beyond the original November 10, 2026 completion date. The parties shall establish a revised completion date of December 13, 2026, subject to County approval before execution of this Amendment. Contractor shall coordinate mobilization and performance with the Airport Director.

4. Exclusions and Responsibilities. The $562,950.00 price excludes handling, storage, or disposal of the existing PVC liner; removal of the airport haul road after the work; repair of public haul roads after the Contractor's work; and additional contaminated-material testing required for landfill acceptance. The furnishing or installation of any gate associated with the haul route is excluded from this Amendment. These excluded services are not authorized by this Amendment and shall not be charged to the County without separate written authorization. The Airport will furnish available current hazardous-material test results; any additional testing requested by the landfill must be separately addressed and approved. Contractor shall transport contaminated material to the Waste Management landfill in Waters, Michigan, subject to applicable acceptance requirements.

5. All excavation and disposal shall be coordinated with Sponsor and/or Sponsor's Representative. Contractor shall provide original copies of all waste manifests documenting quantities of soil transported and disposed to the Sponsor and/or Sponsor's Representative prior as a condition of receiving payment.

6. Remaining Terms. Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict among this Amendment and Exhibit A, this Amendment controls.

7. Effective Date. This Amendment becomes effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates indicated below.

EMMET COUNTY	M & M EXCAVATING CO., INC.
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

Exhibit A follows and is incorporated into this Amendment.

Exhibit A

M&M EXCAVATING

17 Old State Road, Gaylord, MI 49735 | Office: 989.732.6277 | Fax: 989.732.9650 | mm-excavating.com

October 31, 2026

Jeff Mallory, Airport Director
Pellston Regional Airport
1395 US-31
Pellston, MI 49769

Re: Pellston Regional Airport; Excess Contamination Spoils Haul

Dear Jeff,

Based on our review of the requested work to perform the removal of the stockpiled contaminated material, along with the associated scope of work, we estimate this to cost approximately **$562,950.00** with all associated items of work shown below. This bid is only an estimation, and not the final contract amount. Final amount to be determined with final quantities.

• Unclassified Excavation -	$ 3,600.00
• Contaminated Soil Excavation -	$550,000.00
• Salvage pulverized Asphalt, 6" –	$ 3,000.00
• Seeding & Fertilizing -	$ 1,450.00
• Topsoil, Obtained On Site -	$ 3,500.00
• Mulching -	$ 1,400.00
Total:	**$562,950.00**

This quote is a revision from the initial estimate provided 10/7/26, showing cost savings for an alternate haul road, route. This pricing does not include furnishing or installation of a new gate for this new haul route. Addition of a new gate to be priced and reviewed by Pellston Airport or Emmet County when quotes are provided. This pricing only covers the work if it is completed fall of 2026, and in operable weather conditions. M&M is to re-quote contamination removal work if this work item continues into the 2027 construction season to adjust for fluctuations in trucking prices.

Let us know if you have any questions.

Sincerely,

M & M Excavating Co., Inc.

Jacob Blanzy
Project Manager

Pellston Regional Airport
Pellston, Michigan

This AGREEMENT is made this 15th day of June A.D. 2026, by and between Emmet County, hereinafter referred to as SPONSOR, and M & M Excavating Co., Inc., hereinafter referred to as CONTRACTOR

WITNESSETH, That the CONTRACTOR, for and in consideration of the payment of items completed, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications, project manual and proposal for the Reconstruct Taxiways A, B, and C Pavement and Lighting project, to the satisfaction of the SPONSOR. It is understood and agreed that said plans, specifications, proposal and the addendum thereto, being numbered 1, 2, and 3, are to be considered as a part hereof. Payment for the work accomplished shall be in accordance with the General Provisions for Construction of Airports, and shall be made at the contract unit prices included in this contract.

The SPONSOR further agrees to pay the CONTRACTOR for such extra work as may be ordered by the SPONSOR, the prices for which are not included in the above items, but shall be agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence on this contract, and that the work shall be so conducted and supervised by the CONTRACTOR to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work on the effective date of the Notice-to-Proceed.

The project shall be completed and ready for final inspection in one hundred fourteen (114) calendar days.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written:

EMMET COUNTY

By: _____

Witness: _____

M & M EXCAVATING CO., INC.

By: _____

Witness: _____

This contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

BID TABULATION - TOTAL

PROJECT:	Reconstruct Taxiways A, B, and C Pavement and Lighting
LOCATION:	Pellston Regional Airport
AIP:	3-26-0076-5026
CITY:	Pellston, MI
DATE:	February 20, 2026, 10:00 am local time
PREPARED BY:	MJF, JET

Mead & Hunt

WORK DESCRIPTION:	Reconstruct Taxiway A (6,860' x 50'), Taxiway B (6,177' x 50'), Taxiway C (2,785' x 50') and Install LED medium intensity taxiway lights and LED guidance signs for these taxiways. Construct new end connectors on Taxiway A at Runway 32 (A1), Taxiway B at Runway 14 (B1 & B3), and Taxiway C at Runway 5 (C1).

Total Project

M & M Excavating Co., Inc.
17 Old State Rd.
Gaylord, MI 49735

LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
C-100.01	C-100	Contractor Quality Control Program (COCP)	LS	1.00	$960,000.00	$960,000.00
C-102.01	C-102	Installation and Removal of Inlet Protection	EA	5.00	$100.00	$500.00
C-102.02	C-102	Installation and Removal of Silt Fence	LFT	23000.00	$2.50	$57,500.00
C-105.01	C-105	Mobilization (10% Max.)	LS	1.00	$1,000,000.00	$1,000,000.00
C-105.02	C-105	Safety and Security (7.5% Max.)	LS	1.00	$750,000.00	$750,000.00
C-105.03	C-105	Permits	DLR	15000.00	$1.00	$15,000.00
C-105.04	C-105	Public Utility Relocation	DLR	20000.00	$1.00	$20,000.00
D-705.01	D-705	Perforated Polyethylene Underdrain, 6" Complete	LFT	1000.00	$9.00	$9,000.00
D-751.01	D-751	Leaching Basin, 4' Diameter, with Casting & Cover	EA	5.00	$9,000.00	$45,000.00
L-108.01	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	LFT	53695.00	$2.00	$107,390.00
L-108.02	L-108	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed, Including Connections/Terminations and Ground Rods	LFT	39297.00	$2.50	$98,242.50
L-108.03	L-108	No. 8 AWG, 5 kV, L-824, Type C Cable for Temporary Jumper Cables	LFT	9000.00	$3.00	$27,000.00
L-109.01	L-109	Electrical Vault Modifications, as specified	LS	1.00	$15,250.00	$15,250.00
L-110.01	L-110	Concrete Encased Electrical Duct Bank, 4 Bank 3", Type I, Sch. 40	LFT	1079.00	$90.00	$97,110.00
L-110.02	L-110	Concrete Encased Electrical Duct Bank, 1 Bank 4", Type I, Sch 40	LFT	140.00	$35.00	$4,900.00
L-110.03	L-110	Non-Encased Electrical Conduit, 1-way, 2" Type I, Sch. 40	LFT	39960.00	$8.50	$339,660.00
L-110.04	L-110	Directional Bored Electrical Duct Bank, 4 Bank 3", Type III	LFT	2442.00	$35.00	$85,470.00
L-110.05	L-110	Above Ground Electrical Conduit, 2", Type I, Sch. 80, for Temporary Electrical Jumper Cables	LFT	3000.00	$8.00	$24,000.00
L-115.01	L-115	Electrical Handhole, 4' x 4' x 4'	EA	30.00	$12,775.00	$383,250.00
L-125.01	L-125	Medium Intensity Taxiway Edge Light, L-861T(L), Base Mounted	EA	372.00	$1,650.00	$613,800.00
L-125.02	L-125	Install Relocated HIRL/MIRL on New Base	EA	12.00	$1,400.00	$16,800.00
L-125.03	L-125	High Intensity Runway Light (HIRL), Base Mounted	EA	1.00	$2,000.00	$2,000.00
L-125.04	L-125	Taxiway guidance Sign, L858, 2 Module, Size 1, on New Base	EA	13.00	$7,575.00	$98,475.00
L-125.05	L-125	Taxiway guidance Sign, L858, 3 Module, Size 1, on New Base	EA	8.00	$9,000.00	$72,000.00
L-125.06	L-125	Install Relocated Taxiway Guidance Sign On New Base	EA	11.00	$5,700.00	$62,700.00
L-125.07	L-125	Spare Airfield Lighting Components ($10,000 Max.)	LS	1.00	$4,500.00	$4,500.00
P-101.01	P-101	Pavement Removal, Asphalt, Any Thickness	SYD	22639.00	$1.00	$22,639.00
P-101.02	P-101	Remove HIRL/MIRL/MITL	EA	343.00	$225.00	$77,175.00
P-101.03	P-101	Remove Taxiway Guidance Sign	EA	21.00	$925.00	$19,425.00
P-101.04	P-101	Remove Electrical Structure	EA	6.00	$600.00	$3,600.00
P-101.05	P-101	Remove Retroreflector	EA	6.00	$25.00	$150.00
P-101.06	P-101	Remove Drainage Structure	EA	2.00	$750.00	$1,500.00
P-101.07	P-101	Relocate Road Sign	EA	4.00	$500.00	$2,000.00
P-152.01	P-152	Unclassified Excavation	CYD	34659.00	$12.00	$415,908.00
P-152.02	P-152	Contaminated Soil Excavation	CYD	16803.00	$100.00	$1,680,300.00
P-152.03	P-152	Undercut Excavation	CYD	3465.90	$15.00	$51,988.50
P-154.01	P-154	Subbase Course	CYD	19348.00	$15.00	$290,220.00
P-207.01	P-207	Pulverize Asphalt Pavement	SYD	61049.00	$1.00	$61,049.00
P-207.02	P-207	Fine Grade and Compact in-Place FDR Asphalt Aggregate Base Course	SYD	61049.00	$3.00	$183,147.00
P-207.03	P-207	Recycled Asphalt Aggregate Base Course, Compacted in Place	CYD	918.00	$7.00	$6,426.00
P-207.04	P-207	Salvage and Dispose of FDR Aggregate Base Course	CYD	5927.00	$10.00	$59,270.00
P-209.01	P-209	Crushed Aggregate Base Course	CYD	5485.00	$85.00	$466,225.00
P-401.01	P-401	Asphalt Surface Course	TON	25079.00	$110.00	$2,868,690.00
P-603.01	P-603	Emulsified Asphalt Tack Coat	GAL	6085.00	$2.00	$12,170.00
P-620.01	P-620	Airport Pavement Marking, Solid, White, with Reflective Media, Type III	SFT	1247.00	$1.50	$1,870.50
P-620.02	P-620	Airport Pavement Marking, Solid, Yellow, with Reflective Media, Type III	SFT	21438.00	$1.50	$32,157.00
P-620.03	P-620	Airport Pavement Marking, Solid, Black	SFT	8784.00	$1.05	$9,223.20
P-620.04	P-620	Airport Pavement Marking, 50% Rate, Solid, White	SFT	1375.00	$0.90	$1,237.50
P-620.05	P-620	Airport Pavement Marking, 50% Rate, Solid, Yellow	SFT	21438.00	$0.90	$19,294.20
P-620.06	P-620	Surface Painted Holding Position Marking, 9' Legend, with Reflective Media	EA	5.00	$1,500.00	$7,500.00
P-620.07	P-620	Surface Painted Holding Position Marking, 12' Legend, with Reflective Media	EA	4.00	$1,750.00	$7,000.00
P-620.08	P-620	Remove Airport Pavement Marking	SFT	4415.00	$2.50	$11,037.50
T-901.01	T-901	Seeding & Fertilizing	ACRE	31.00	$1,450.00	$44,950.00
T-905.01	T-905	Topsoil, Obtained OffSite	CYD	12300.00	$15.00	$184,500.00
T-908.01	T-908	Mulching	ACRE	31.00	$1,400.00	$43,400.00
T-908.02	T-908	Erosion Control Blanket	SYD	2078.00	$2.00	$4,156.00
X-801.01	X-801	Clean & Televise Storm Drain Pipe	DLR	10000.00	$1.00	$10,000.00
X-802.01	X-802	Engineer's Field Office and Equipment	LS	1.00	$15,000.00	$15,000.00
					SUBTOTAL =	$11,522,755.90

Bid Summary by Category

	M&M Excavating Co.
Cat. 1 Reconstruct Taxiway A	$1,982,898.30
Cat. 2 Reconstruct Taxiway B	$1,496,597.00
Cat. 3 Reconstruct Taxiway C	$564,084.35
Cat 4. Reconstruct Taxiway A Lighting	$1,191,050.00
Cat.5 Reconstruct Taxiway B Lighting	$909,002.00
Cat. 6 Reconstruct Taxiway C Lighting	$476,445.50
Cat. 7 Construct Taxiway A	$799,286.40
Cat. 8 Construct Taxiway B	$2,362,206.25
Cat. 9 Construct Taxiway C	$1,741,186.10
Total	$11,522,755.90

EMMET COUNTY - Board of Commissioners
November 9, 2026

Local Emergency Management Program (LEMP)

SUMMARY:

Emmet County Emergency Management is requesting Board approval of the FY2027 Local Emergency Management Program (LEMP) Work Agreement with the Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD).

The agreement establishes the County's emergency management responsibilities and performance standards for the fiscal year October 1, 2026, through September 30, 2027. It outlines required activities involving emergency preparedness, hazard mitigation, operational planning, training, exercises, public education, and coordination with local and state emergency response agencies.

The agreement also establishes quarterly reporting requirements to document the County's progress in meeting state emergency management standards. Maintaining the agreement and required documentation is a condition of participation in the Emergency Management Performance Grant (EMPG) program.

RECOMMENDATION:

I recommend Board approval as presented.
David Boyer, County Administrator

CIVIL COUNSEL REVIEW/RECOMMENDATION:

Civil Counsel has reviewed the attached and has no legal objections to the Board proceeding with this matter.

MOTION:

I move to approve the FY2027 Local Emergency Management Program (LEMP) Work Agreement with the Michigan State Police Emergency Management and Homeland Security Division and authorize the Board Chair to sign the agreement on behalf of Emmet County.

VOTE:

Voice Vote (if removed from Consent Agenda)

ATTACHMENTS:

FY27 LEMP.pdf

EMHSD-31
Michigan State Police
Emergency Management and
Homeland Security Division

Jurisdiction Name: Emmet County

Fiscal Year (FY) 2027

Local Emergency Management Program (LEMP)

Work Agreement and Quarterly Report Outline

☒ Work Agreement

Due: October 1, 2026

Purpose

The **LEMP Work Agreement** and **Quarterly Report Outline** defines the scope of work for a sustainable and effective emergency management (EM) program in the State of Michigan. Per Public Act 390 of 1976, as amended (P.A. 390), the work agreement must be signed annually by the jurisdiction's Chief Elected Official (CEO), the Emergency Management Coordinator (EMC), the Michigan State Police (MSP) District Coordinator (DC), and the EM Program Manager, where applicable.

By signing the work agreement, the jurisdiction is certifying their commitment to maintaining the minimum standards of an effective EM program in Michigan. The jurisdiction also acknowledges the role of quarterly reporting and expects to provide details on the EM program's activities in alignment with the standards outlined in the Quarterly Report Outline section.

Quarterly reporting is completed in an online survey and will follow the format and schedule included in this document. Consistent reporting supports program development, demonstrates the program's standing, and provides District Coordinators with the information needed to offer informed guidance and support. Specific activities included in the Quarterly Report Outline are required to be completed and are identified as required in the outline. Performance based activities that are not required, but serve as standards to enhance program effectiveness, are also labeled accordingly. Regardless of designation, all activities must be reported on in the quarterly reports.

These activities were developed by local and state EM subject matter experts to establish a consistent baseline for EM programs across Michigan; the activities are reviewed annually with stakeholder feedback.

Note: Jurisdictions receiving Emergency Management Performance Grant (EMPG) funding must maintain all grant documentation, including a signed copy of the LEMP Work Agreement, for three years after the federal award is closed. The EMPG has a three-year period of performance. Please verify exact dates for specific grant years by contacting the MSP, Emergency Management and Homeland Security Division (EMHSD).

SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	DATE
			10/5/2026
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER	DATE	SIGNATURE OF DISTRICT COORDINATOR	DATE
	10/6/2026		

Quarterly Report Outline

Overview

The following pages provide an outline of reporting criteria for LEMP activities. Each section provides a definition of the overall objective and lists activities, designed to measure progress toward meeting the objectives. The reporting tables include the following details (column titles, as presented from left to right):

- Activity – These are the activities that will be reported on, and outline programmatic goals, and/or ongoing efforts which programs should complete or working towards.
- Report Outline – Questions relating to the activity that will be displayed with the quarterly reporting process via an online survey.
- Reporting Schedule – Noting which quarter(s) each question will be asked.
- Designation – Identifies if the activity is required to be completed or an activity that the jurisdiction should be working towards achieving.
    - Activities designated "Required", each LEMP is expected to accomplish the task within the given timeframe.
    - Activities designated "Required *", is noted as required for any program that receives EMPG funding.
    - Activities marked with "Perform" are performance-based. Performance-based indicates the activity should be pursued, but it is understood each program has varying resources to dedicate towards the activity.

The reporting quarters follow the State of Michigan FY:

Quarter	Reporting Period	Submission Deadline
Quarter 1	October 01 - December 31	January 10
Quarter 2	January 01 - March 31	April 10
Quarter 3	April 01 - June 30	July 10
Quarter 4	July 01 - September 30	October 10

Additional guidance on each standard included in this document can be found in the Supplemental Guidance to the LEMP Work Agreement on the MSP/EMHSD website: Emergency Management Performance Grant

Section 1: Administration and Finance

The LEMP shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The local emergency manager shall provide a copy of their job description(s) that incorporate their EM activities. Emergency management activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

Quarterly Reporting: Administration and Finance

Activity	Report Outline	Reporting Schedule	Designation
Submit Fiscal Year **2027** LEMP work agreement documents to EMHSD by **10/01/26**. Submit FY 27 EMPG-Funded Personal Biography and Resume	EMHSD-031 Form Submitted: Yes/No EMHSD-017 Form Submitted: Yes/No Position Description Submitted: Yes/No EMPG-Funded Personal Biography and Resume Submitted: Yes/No	Quarter 1	Required Required * Required * Required *
Complete the FY 27 Executive Compensation form by **10/01/26**.	Executive Compensation form was submitted: Yes/No	Quarter 1	Required *
Submit the EMPG quarterly expense report timely and with required signatures.	Emergency Management Performance Grant (EMPG) quarterly expense reports were submitted: Yes/No	Quarters 1, 2, 3, & 4	Required *
Submit for **2028** LEMP work agreement documents to EMHSD by **10/01/27**.	EMHSD-031 Form Submitted: Yes/No EMHSD-017 Form Submitted: Yes/No Position Description Submitted: Yes/No EMPG-Funded Personal Biography and Resume Submitted: Yes/No	Quarter 4	Required Required * Required * Required *

NOTE: * Items marked with an asterisk are only required for emergency management programs that receive EMPG funding.

Section 2: Laws and Authorities

The LEMP shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended), P.A. 390 Administrative Code, and applicable laws and regulations, and have a local EM resolution.

Quarterly Reporting: Laws and Authorities

Activity	Report Outline	Reporting Schedule	Designation
Attend quarterly district EM meetings	Quarterly meeting attended: Yes/No	Quarters 1, 2, 3, & 4	Perform
Report attendance for all EM and Emergency Support Function (ESF) activities, including	*Meeting Type / Focus, Number of Meetings per ESF:* ☐ ESF #1 - Transportation ☐ ESF #2 - Communications	Quarters 1, 2, 3, & 4	Perform

meetings, conference calls, and other scheduled interactions.	☐ ESF #3 - Public Works and Engineering ☐ ESF #4 - Firefighting ☐ ESF #5 - Information and Planning ☐ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services ☐ ESF #7 - Logistics ☐ ESF #8 - Public Health and Medical Services ☐ ESF #9 - Search and Rescue ☐ ESF #10 - Oil and Hazardous Materials ☐ ESF #11 - Agriculture and Natural Resources ☐ ESF #12 - Energy ☐ ESF #13 - Public Safety and Security ☐ ESF #14 - Cross-Sector Business and Infrastructure ☐ ESF #15 - External Affairs ☐ Local ☐ District ☐ Regional ☐ State ☐ Federal		

Section 3: Threat and Hazard Identification, Risk Assessment, and Consequence Analysis

The LEMP shall routinely identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdiction's governance.

Quarterly Reporting: Threat and Hazard Identification, Risk Assessment, and Consequence Analysis			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**

Document threat and hazard identification, risk assessment, or consequence analysis activities.	*Type of Risk Assessment Completed and Number of Assessments Reviewed/Completed:* ☐ County ☐ Municipal ☐ Facilities ☐ Special Events ☐ Participated in State THIRA/SPR ☐ Completed local/regional THIRA/SPR	Quarters 1, 2, 3, & 4	Perform

Section 4: Hazard Mitigation

The LEMP should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, the EMC shall ensure that the jurisdiction's Hazard Mitigation Plan (HMP) is developed and updated every five years.

Quarterly Reporting: Hazard Mitigation

Activity	Report Outline	Reporting Schedule	Designation
Document whether your jurisdiction has developed an HMP.	Hazard Mitigation Plan (HMP): Yes, Have a Plan or Adopted County Plan, No/Expired	Quarter 1	Required
Confirm the date of the jurisdiction's HMP.	Expiration Date:	Quarter 1	Required
Schedule and host the hazard mitigation planning committee meeting by **September 30**.	Date that the most recent planning committee meeting was held:	Quarters 4	Required
Document appropriate steps taken by your jurisdiction to update an expiring/expired plan or create a new plan **during the past 12 months**.	Check all applicable steps. ☐ Assemble a local planning team. ☐ Collect information about local hazard risks and impacts. ☐ Identify vulnerabilities. ☐ Review, verify, proofread, or edit the plan. ☐ Offer the document for stakeholder or public review. ☐ Meeting(s) to identify or select hazard mitigation actions. ☐ Describe the details of action item implementation. ☐ Official plan adoption by participating jurisdictions.	Quarter 4	Perform

	☐ N/A		

Section 5: Prevention

The LEMP has a strategy among disciplines to coordinate prevention activities, monitor identified threats and hazards, and adjust the level of prevention activity commensurate with the risk, and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Quarterly Reporting: Prevention

Activity	Report Outline	Reporting Schedule	Designation
Identify prevention activities that the jurisdiction participated in **during the past 12 months**.	*Check all that apply.* ☐ Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan. ☐ Sustaining a jurisdiction-wide prevention coordinator to coordinate with all agencies in prevention activities. ☐ Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities. ☐ Utilizing the Michigan Critical Incident Management System (MI CIMS) or another monitoring system to identify and coordinate prevention activities. ☐ Utilizing the Homeland Security Information Network. ☐ Establishing procedures that coordinate reporting with the Michigan Intelligence Operations Center (MIOC) regional liaison and MIOC/Detroit and Southeast Michigan Information and Intelligence Center (DSEMIIC). ☐ Developing and implementing information sharing procedures. ☐ Other: _____	Quarter 4	Perform
Report participation in EM activities with school officials.	*School Activities/Number of Activities:* ☐ Planning: #_____ ☐ Seminars: #_____ ☐ Outreach: #____	Quarters 1, 2, 3, & 4	Perform

	☐ Special Events: #_____		
Track and record receipt of each school's scheduled drill days for all school buildings operated by the school(s), school district(s), intermediate school district(s), or public academy (academies) for the **upcoming** school year by **September 15**. Distribute list or provide access to list/dates to appropriate emergency response personnel and DC.	Scheduled drill dates were tracked and recorded: Yes/No Drill schedule dates were distributed/access to list or dates provided appropriately: Yes/No	Quarter 4	Required **

NOTE: **This item should be conducted in compliance with Michigan Public Act 12 of 2014, codified at Mich. Comp. Laws §29.19. Items in this section marked with an asterisk are only required of County EMCs. Scheduled school drill dates received by the EMC should be distributed to appropriate emergency response personnel in each district.

Section 6: Operational Planning

The LEMP shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The LEMP shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The LEMP will ensure that the jurisdiction's current CEO has signed the updated/revised EOP, EAG, and emergency support plans.

Quarterly Reporting: Operational Planning

Activity	Report Outline	Reporting Schedule	Designation
Attend and/or host local planning team meetings and/or stakeholder engagement meeting.	Attended/Hosted planning and/or stakeholder engagement meeting: Yes/No	Quarters 1, 2, 3, & 4	Perform
Confirm if the jurisdiction's EOP is current and identify if the plan will expire within the **current FY**.	EOP Expiration Date: ___/____/_____	Quarter 1	Required
Identify EOP annexes that were reviewed and/or updated during the quarter. Ensure any section/annex updates are in compliance with Pub 201a.	Total Annexes in the EOP: #____ Reviewed Annexes: #_____ Updated Annexes: #____	Quarters 1, 2, 3, & 4	Perform
Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD. Ensure that the plan is signed by the current CEO. Emergency Management (EM) programs are encouraged to submit new or updated support plans to the DC.	Total Support Plans: #_____ Current plans: #_____ ☐ Does Not Apply	Quarter 1	Required

Verify that the CEO original signature is current in the EOP, if new CEO, forward contact information to the DC.	EOP CEO signature is current: Yes/No Current CEO contact information was sent to DC: Yes/No ☐ Does not apply	Quarter 2	Required
Report the status of Superfund Amendments and Reauthorization Act (SARA) Title III plans and indicate any areas that do not currently meet established requirements.	Total Sites: #_____ Total Plans: #_____ Sites or Areas that do not meet established requirements: _____ ☐ Does not apply	Quarter 3	Required
Host four Local Emergency Planning Committee (LEPC) meetings by **September 30** (within the FY).	Hosted four LEPC meetings within the fiscal year: Yes/No	Quarter 4	Required

Section 7: Incident Management

The LEMP shall comply with Homeland Security Presidential Directive/HSGP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's EOC.

Quarterly Reporting: Incident Management

Activity	Report Outline	Reporting Schedule	Designation
Update EOC call list, including the CEO, and submit a copy to the DC by the end of the quarter.	Emergency Operations Center (EOC) call list is updated: Yes/No Emergency Operations Center (EOC) call list has been sent to the DC: Yes/No/Not Updated	Quarter 2	Perform
Perform an EOC call out for a drill or an actual event by **September 30**.	Emergency Operations Center (EOC) call out drill has been performed: Yes/No	Quarter 4	Perform
Conduct EOC orientation session by **September 30.**	Emergency Operations Center (EOC) orientation was conducted: Yes/No	Quarter 4	Perform
Submit the EMHSD-071 NIMS Implementation Certification by **September 30**.	EMHSD-071 submitted by September 30: Yes/No	Quarter 4	Required

Section 8: Resource Management, Logistics, and Mutual Aid

The LEMP shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The LEMP should also develop Mutual Aid Agreements (MAA)/Memoranda of Understanding (MOUs) to address resource shortfalls and reduce resource gaps in the jurisdiction.

Quarterly Reporting: Resource Management, Logistics, and Mutual Aid

Activity	Report Outline	Reporting Schedule	Designation
Train and track EMPG-funded personnel in accordance with the National Qualification System (NQS).	Emergency Management Performance Grant (EMPG)-funded personnel are trained and tracked in accordance with the NQS? Yes/No	Quarter 1	Required *
Report new, updated, or current MAA/MOUs within the emergency management program **during the past 12 months**.	New MAA/MOUs: #_____ Updated MAA/MOUs: #_____ Current MAA/MOUs: #_____	Quarter 4	Perform
Verify that the jurisdiction's NIMS typed resources are identified and inventoried.	National Incident Management System (NIMS) typed resources are identified and inventoried: Yes/No	Quarter 4	Perform

NOTE: Items marked with an asterisk are only required for emergency management programs that receive EMPG funding.

Section 9: Communications and Warning

The LEMP shall ensure the jurisdiction maintains the capability for both internal communication with county and state partners and external communication to the public for warning and community engagement. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The LEMP should have alert and warning plans and procedures that include analysis and decision-making protocols for sending an alert, public alert message writing best practices, procedures for coordination, review, and approval of message delivery, as well as plans for training on and exercising alert dissemination through the Integrated Public Alert & Warning System (IPAWS), if available. Their communication systems should be interoperable with other communication systems.

Quarterly Reporting: Communications and Warning

Activity	Report Outline	Reporting Schedule	Designation
Identify the primary and backup public alerting system used in the jurisdiction, (i.e., Emergency Alert System (EAS) and Wireless Emergency Alerts (WEA), sirens, weather radio, etc.).	Primary Public Alerting System: _____ Backup Public Alerting System: _____ Primary or Backup Public Alerting System is maintained by the County: Yes/Does Not Apply MOU established with another jurisdiction and/or MSP: Yes/No	Quarter 1	Perform
Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab.	Integrated Public Alert & Warning System (IPAWS) Proficiency Demonstrations Completed: yes/no Does not apply	Quarters 1, 2, 3, & 4	Required ***
Identify the primary and backup public opt-in mass notification systems used in the jurisdiction.	Primary Mass Notification System: _____ Backup Mass Notification System: _____	Quarter 1	Perform
Participated in communications testing.	*Type of Communication Testing:* ☐ None ☐ 800 MHz	Quarters 1, 2, 3, & 4	Perform

	☐ AUXCOMM ☐ Other Radios ☐ Other communication tests		
Meet with Local Emergency Communications Committee (LECC)/Michigan Association of Broadcasters (MAB) area representatives by **September 30**.	Local Emergency Communications Committee (LECC)/ MAB regional meetings were held: Yes/No	Quarter 4	Perform
Review and compare your jurisdiction's alert and warning plan for compliance with the regional EAS plan by **September 30**.	Jurisdiction has an alert and warning plan: Yes/No Jurisdiction's plan was compared with the regional EAS Plan: Yes/No	Quarter 4	Perform

NOTE: ***Answer the monthly IPAWS proficiency question for your jurisdiction, even if the testing is not completed by the EMC. If your jurisdiction is not yet an IPAWS Alerting Authority, select Not Applicable (N/A) as your response.

Section 10: Operations, Procedures, and Facilities

The LEMP shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, restoration of essential functions, and coordination among all levels of government. Procedures shall also be developed to guide incident action planning, situation awareness and reporting, and Damage Assessment (DA). The LEMP shall have a primary facility EOC capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

Quarterly Reporting: Operations, Procedures, and Facilities

Activity	Report Outline	Reporting Schedule	Designation
Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction's plans or procedures by **December 31**.	Procedures are up to date in plans or procedures: Yes/No	Quarter 1	Perform
Report updates to EOC activation procedures for the jurisdiction's EOC and provide a copy to the DC by **December 31**.	Emergency Operations Center (EOC) activation, operation, and deactivation procedures are current: Yes/No Procedures have been sent to DC: Yes/No Major updates to the EOC procedures: Yes/No Major updates have been sent to DC: Yes/No	Quarters 1, 2, 3, 4	Perform
Ensure that procedures for declaring a local "state of emergency" and requesting a Governor's emergency or disaster declaration, and state assistance are reviewed with the jurisdiction's public officials by **March 31**.	Procedures have been reviewed with public officials: Yes/No	Quarter 3	Perform

Section 11: Training

The LEMP shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes the Professional Development Series, MI CIMS, DA, and NIMS training courses. The local emergency manager shall complete the **EMHSD-065 Quarterly Training and Exercise Report form in Smartsheet** and promote available EM training courses for all personnel, including EOC staff, specific to their responsibilities.

Quarterly Reporting: Training			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**
Promote Michigan's Professional Emergency Manager program and related courses.	Emergency management (EM) course schedule has been promoted: Yes/No	Quarter 2 & 4	Perform

Section 12: Exercises, Evaluations, and Corrective Actions

The LEMP shall maintain an exercise program that regularly tests emergency personnel capabilities, plans, procedures, equipment, and facilities. Exercises must meet applicable local, state, and federal requirements and are encouraged to align with Homeland Security Exercise and Evaluation Program (HSEEP) principles.

In accordance with P.A. 390 and Administrative Rule R 30.51(D), at least one exercise must be conducted each fiscal year that tests components of the jurisdiction's EOP. The EMC and/or local emergency manager must actively participate in at least one exercise annually in a functional role such as director, planner, player, evaluator, or controller; observation alone does not qualify.

The LEMP shall document and track exercise activities and submit an After-Action Report/Improvement Plan (AAR/IP) each fiscal year for an exercise that tests the EOP. The AAR/IP should follow HSEEP guidance and be submitted within 90 days of exercise completion. Corrective actions must directly support improvements to the jurisdiction's EOP, procedures, capabilities, or program processes.

Required forms include:

- **EMHSD-065 Quarterly Training and Exercise Report form in Smartsheet**, including the type, grant funding, and number of participants.
- **EMD-006 Annual Integrated Preparedness Plan Worksheet** submitted by the end of the FY.

Quarterly Reporting: Exercises, Evaluations, and Corrective Actions			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**
Submit EMHSD-065 – Quarterly Training and Exercise Report.	EMHSD-065 has been submitted: Yes/No	Quarters 1, 2, 3, & 4	Perform
Submit one AAR/IP for an exercise conducted within the jurisdiction that tested the EOP.	AAR/IP was submitted: Yes/No/Not Applicable	Quarter 3 & 4	Perform
Develop and submit EMD-006 – Annual Integrated Preparedness Plan Worksheet by **September 30**.	EMD-006 has been submitted: Yes/No	Quarter 4	Perform

Section 13: Crisis Communications, Public Education, and Information

The LEMP provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and MIREADY campaigns.

Quarterly Reporting: Crisis Communications, Public Education, and Information			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**
Document efforts to educate the public about preparedness activities occurring. Reporting about outreach activities includes data presented in person and through the media (could include print, broadcast, social media, in-person, etc.).	*Outreach:* Estimated number of outreach activities: _____ ☐ Awareness Weeks ☐ Speaking Engagement ☐ See Something/Say Something ☐ Signs of Terrorism ☐ Ok2Say ☐ Stop A Plot ☐ Social Media Campaigns ☐ Other	Quarters 1, 2, 3, & 4	Perform
Report on Citizen Corps and/or Community Emergency Response Team (CERT) activity.	*Participated in Citizen Corps and/or CERT Activities:* Training: Yes/No Deployment/Activation of a team within the jurisdiction: Yes/No	Quarters 1, 2, 3, & 4	Perform

Section 14: Other - Unscheduled Emergency Management Activities

Quarterly Reporting: Other - Unscheduled Emergency Management Activities			
Activity	**Report Outline**	**Reporting Schedule**	**Designation**

Appendix

EMMET COUNTY - Board of Commissioners
November 9, 2026

Set Public Hearing for Materials Management Plan

VOTE:

ATTACHMENTS:

EMMET COUNTY - Board of Commissioners
November 9, 2026

Closed Session regarding privileged and confidential attorney-client legal correspondence under Section 8(1)(h) of the Open Meetings Act.

SUMMARY:

Under the Rules of Procedure for the Board of Commissioners, the Board may call a closed session only for reasons authorized in the Open Meetings Act (OMA). Under Section 8(1)(h) of the OMA, the County Board of Commissioners is authorized to meet in a closed session to discuss material that is exempt from disclosure by state law. MCL 15.243(1)(g) is a state law that exempts privileged and confidential attorney-client legal correspondence from disclosure. The Board has received confidential and privileged correspondence from the County's attorney. Therefore, the Board is allowed to meet in closed session to discuss such communications under Section 8(1)(h) of the OMA.

Prior to convening a closed session, the OMA requires the Board to state on the record the purpose of the closed session, and the stated purpose must meet the statutory requirements under the OMA for closed sessions. This is the basis for the wording of the recommended motion below. Also, a 2/3 roll call vote of members elected and serving is required to call a closed session under Section 8(1)(h). The roll call vote and the purpose or purposes for calling the closed session must be recorded into the minutes of the public meeting. The Clerk takes a separate set of minutes for the closed session and retains those minutes for one year and one day. It should be noted that the Board may not make a motion or vote on the items being discussed in closed session. In this instance, the Board will return to open session at the same regular meeting and may consider a motion concerning this matter at that time. The public must be allowed to return to the meeting room before any action is taken.

MOTION:

MOVE to enter into a closed session, pursuant to Subsections 8(1)(h) of the Michigan Open Meetings Act, for purposes of discussing and consulting with the County's attorneys regarding privileged and confidential attorney-client legal correspondence that is exempt from disclosure by state law under MCL 15.243(1)(g).

This motion must be approved by a 2/3 roll call vote.

VOTE:

Roll Call

ATTACHMENTS:

EMMET COUNTY - Board of Commissioners
November 9, 2026

Communication regarding DTE's proposed pipeline

SUMMARY:

Attached provided by Karen Dodge:

- Letter date November 3, 2026 from Karen Dodge, regarding DTE pipeline project.
- Copy of letter from Bear Creek Township to Michigan Public Service Commission

VOTE:

NO VOTE NEEDED

ATTACHMENTS:

Board request-DTE.docx
Bear_Creek_Township_MPSC_Letter.pdf

Nov. 3, 2026

Emmet County Board of Commissioners,

I am writing to ask that an item be put on the Nov 9th agenda for consideration. I am asking the Board of Commissioners to authorize a letter or formal public comment to be submitted to the Michigan Public Service Commission regarding DTE's proposed pipeline through Resort, Bear Creek, and Springvale Townships. This proposed pipeline involves private property in all three of these townships-some property owners who have given permission and some who have not. When DTE representatives presented to this Board June 2026, Commission Chairman White asked that a public forum be arranged to allow property owners and DTE representatives to meet, ask questions and discuss the proposed project. DTE representatives appeared to agree to this suggestion. However, the public forum has not taken place. Meanwhile, DTE has submitted an application to the Michigan Public Service Commission and a hearing is scheduled for March 4 & 5, 2027. The subject of the case:

In the matter of the application of DTE Gas Company for issuance of a Certificate of Public Convenience and Necessity Under Act 9 (Case: U-22162)

If the MPSC grants DTE's requested certificate and DTE pursues condemnation under its claimed statutory authority, property owners who have not given permission for easements could face the loss of property rights through eminent domain.

The placement of this pipeline involves the rights of property owners who have invested in, maintained, and cared for their land who may now face the possibility of having those property rights taken by condemnation. I believe this board should make an effort to ensure the concerns of its residents are heard before the MPSC makes a decision. The majority of property owners directly affected by this proposed pipeline are constituents of this Board. The issue affects county residents in three townships and their concerns deserve to be heard and represented by this Board before the MPSC makes a decision.

When the property rights of county constituents are potentially at stake, remaining quiet is a choice. I am asking this Board to give these residents a voice before a decision is made that could permanently affect their property rights.

Thank you for your consideration,
Karen Dodge, Bear Creek Township

In the matter of the application of

DTE GAS Company for CASE U-22162
for

a Certificate of public convenience and necessity to construct and operate in Bear Creek Township in Emmet County, Michigan.

Dear Commissioners:

I am writing as Supervisor of Bear Creek Township. On October 7, 2026, our Township Board voted 5-0 to authorize this letter. I want the Commission to understand how troubling DTE Gas Company's process has been for our residents. I also ask that this application receive close scrutiny before any decision is made, including further scheduling.

Since DTE's land agents began contacting property owners, I have received many phone calls from residents. They describe pressure to sign, statements that turned out to be untrue, disregard for private property, and confusion about what they were even being asked to sign. Some residents signed before they were told what could be installed on their land. I am seriously concerned that these owners did not truly understand what they signed.

DTE has not held a public hearing or forum in Bear Creek, Resort, or Springvale Township, or anywhere in Emmet County. Apart from an initial agenda item introducing the concept of the project, residents have had no chance to learn more before this application was filed. A local forum was first discussed with DTE and agreed to around June. Since then, I have asked DTE about it several times. Each time, I was told nothing was planned yet. On August 6, while that request was still open, DTE filed this application. On September 4, DTE told me its project manager "didn't think it would be until October." No date has ever been set. The Emmet County Board of Commissioners has also asked for a forum, with the same result. The only hearing scheduled so far, the October 20 prehearing, will be held by video or phone. Filing an application of this size with so little local engagement is disingenuous. A forum was requested, which DTE agreed to, saying they would look for a date that worked for all parties.

The published notice ran in the Detroit Free Press, the Detroit News, the Michigan Chronicle, the Grand Rapids Press, and the Mining Journal in Marquette. None of these papers is published in or near Emmet County, let alone Petoskey. In fact, Petoskey is more than 3 hours away from each of their targeted audiences. Emmet County has its own papers, the Petoskey News Review and the Harbor Light, which local residents read. Even if this meets the technical rule to create a legal posting or notice, its effect is to shut out residents who may have a legitimate concern but no way of knowing about this case otherwise. DTE mailed notices on September 25, and only to owners who had not yet signed. That left 18 days before the October 13 deadline to intervene. Owners who had already signed received no mailed notice at all according to DTE's proof of service.

DTE's filings contain at least ten errors and contradictions that I could find, contributing to the community frustration and lack of understanding in what exactly is being proposed. DTE filed its application on August 6, 2026, and replaced it 11 days later. The first filing:

- Listed the project cost as $36.86 million in testimony and $87.8 million in the application.
- Said 49 landowners had signed in one place and 43 in another.
- Gave the route length as 24,500 feet, when the route is about 72,000 feet.
- Carried the case number of an older, unrelated pipeline case on several testimony pages.

The revised filing still has problems:

- It says a cultural resources field survey was "scheduled for May and June of 2026," but includes no results.
- It states there are "no other environmental issues," yet it calls its own wetland figures preliminary and shows the wetland permit application as not yet filed.

DTE's original application called this the "Petosky East Pipeline Project," and maps in its revised report still do. DTE's notice mailing list spells Petoskey as "Petosky" on every landowner address in Petoskey. It also lists "Cemetry Road" and "Emmett County" which are incorrect as well. This also makes me question if the notices were properly addressed and if all the required parties have actually received them.

Each of these concerns may seem small. Together, they have made it very hard for residents to understand what is proposed, how many owners have actually signed, and what the project will cost them. If filings before a state commission are this rushed, I have to ask how we can trust that land agent conversations, surveys, and construction itself are being handled with proper care.

DTE's own documentation shows that a route using road right of way was available. The page numbers below refer to DTE's revised Environmental Impact Report, which includes the routing study.

- Page 68 says the choice between road right of way and private land depended "on if DTE would pursue an Act 9 filing."
- Page 72 says DTE's route scoring "is not entirely objective" and "could result in the decisions being based on individual biases." DTE's testimony calls the same process "systematic and objective."
- Page 75 says keeping the line next to the road gives DTE "the option to easily move the pipeline directly into road ROW if a landowner is not agreeable." DTE chose private land instead "to hopefully avoid any DOT or county expansion projects in the future which would require the pipeline to be relocated."
- Page 76 says the route was designed "to avoid particular properties with landowners that were likely unwilling to cooperate."
- Page 77 describes a route that stays entirely in the road right of way. On pages 80 and 83, DTE's consultant gives a rough estimate of $44.3 million for that route, compared with $31.8 million for DTE's preferred route. That is a difference of about $12.5 million on a project DTE estimates at $87.8 million and plans to recover from its customers.

DTE's application and testimony never mention the road right of way route. Bear Creek Township is a combination of resort community and deep multi-generational roots, with very high property values. The $12.5 million difference is less than the value of some single homes in our area. In exchange for that savings, DTE would place a permanent easement up to 50 feet wide, kept clear of trees, across private land, much of it held by families for generations. On smaller parcels, the easement and work areas may cover the only suitable location for backup septic fields or wells. If that happens, it is possible that a home could no longer be lived in, or a lot could no longer be built upon. The owner would lose the use of the entire property, not just the strip in the easement, and the whole parcel may end up being condemned. Nothing in DTE's report addresses wells, septic systems, or property values. Its section on social and economic effects covers only temporary jobs, temporary spending, and temporary traffic.

The species and cultural reviews DTE filed are desktop reviews. DTE says field survey results will come later, but none were included with the application that I can find. DTE's own cultural consultant found that much of the route has never been surveyed and has high potential to contain archaeological sites. The consultant recommended field surveys before any digging. The route crosses 17 wetlands and 8 streams, requires drilling beneath the Bear River and Minnehaha Creek, and crosses soils mapped with slopes of up to 60 percent.

It appears to me that, as of its revised filing, DTE had easements for only 37 of the 64 parcels it needs.

I respectfully ask the Commission to:

1. Require DTE to hold a public forum in Emmet County before any decision is made, including decisions on the case schedule.
2. Require DTE to fully evaluate the road right of way route and explain publicly with good reason why it was not chosen.
3. Require DTE to correct and complete its filings, including the results of its cultural resources field survey.
4. Review how DTE obtained its easements, including whether owners received accurate information before signing. I would even suggest requiring a second collection of signatures, nullifying the first set of contracts, now that property owners have had the opportunity to become educated on what they are being asked.
5. Require DTE to show, parcel by parcel, how the easements and work areas affect existing and future wells, septic fields, and build sites.
6. Deny the certificate as currently proposed.

Thank you for your attention to these concerns.

Sincerely,



Garrett Muir

Supervisor, Bear Creek Township
373 N. Division Road
Petoskey, MI 49770
231-254-5558 | assessing@bearcreektownshipmi.gov

EMMET COUNTY - Board of Commissioners
November 9, 2026

Upcoming Meeting Dates

SUMMARY:

The next Board of Commissioners meeting will be held on November 19, 2026 at 6:00 p.m. in the Board of Commissioners room, 200 Division St. Petoskey, 49770.

VOTE:

NO VOTE NEEDED

ATTACHMENTS: