

**OSCODA TOWNSHIP  
REGULAR BOARD MEETING  
AGENDA & NOTICE**

**October 11, 2021 - 7:00 P.M.**

**Watch Virtual:**

<https://us02web.zoom.us/j/82399236480>

**Call-in: (929)205-6099 Meeting ID: 823 9923 6480**

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Posted Date: October 7, 2021

Press Notification Date: October 7, 2021

Posted by: Tammy Kline

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA ADDITIONS:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

**Approval of Minutes:**

1. Regular Meeting Minutes – September 27, 2021

**Finance:**

1. Payment of Bills (Oscoda Township) – Total - \$198,827.04
  - a. Prepaid – October 5, 2021 - \$146,220.39
  - b. Check Run – October 12, 2021- \$52,606.65

**SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)**

1. Oscoda/Wurtsmith Airport Authority Updates

**SUPERINTENDENT'S REPORT ----- Kline**

1. Allpaid Online Payment Systems
2. Assessing RFP
3. Auditor RFP
4. Rowe Engineering Contract Extension
5. Mika Meyers Invoice – August
6. Oscoda Township Social District

**RESOLUTIONS:**

1. Resolution No: 2021-29: EIC Resolution Amendment
2. Resolution 2021-30: Designation of a Social District in the Downtown
3. WB-3 Revisions

**OTHER:**

1. Township Facilities Discussion
2. Zoning Board of Appeals Resignation
3. Fall Harvest Block Party Request
4. Michigan Recycling Conference October 28 & 29, 2021

**PUBLIC COMMENTS:**

**BOARD COMMENTS:**

**Disclaimer of Electronic Meeting of the Township Board of Trustees:**

In accordance with Ordinance 2021-269, the Oscoda Township Board is meeting electronically to maintain compliance with the declaration of a local STATE OF EMERGENCY and thereby allowing continuation of the practice of public meeting attendance by virtual electronic means. Members of the public may participate in the meeting electronically using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, and meeting ID). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211

[https://oscodatownshipmi.gov/government\\_departments/boards\\_and\\_commissions/township\\_board\\_of\\_trustees/index.php](https://oscodatownshipmi.gov/government_departments/boards_and_commissions/township_board_of_trustees/index.php)

There is a public comment period during the meeting. People that have joined the meeting via the Internet can indicate that they want to speak during public comment using the "raise your hand" function; or they can type their comments in the chat function. Those that have joined by phone will be called upon to see if they have a public comment. The Charter Township of Oscoda Board of Trustees will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon a seven-day notice to the Oscoda Township Board by writing or calling the following: Township Clerk, Oscoda Township Hall, 110 South State Street, Oscoda, Michigan 48750, 989-739-3211 Ext.220.



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-3344

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## Regular Board Meeting Minutes September 27, 2021

**Call to Order** – Ms. Richards called the meeting to order at 7:01 p.m. The meeting was held virtually at web address: <https://us02web.zoom.us/j/84978985269> Call-in: (929)205-6099 Meeting ID: 849 7898 5269

### PLEDGE OF ALLEGIANCE

**Roll Call** – Board Members Present: [Mr. Spencer, Ms. McGuire, Mr. Sutton, Mr. Palmer, Ms. Richards.]  
Board Members Absent: Mr. Cummings, Mr. Wusterbarth  
Others Present: [Ms. Kline.] , Mr. Dickerson, Mr. Freeman, Mr. Freel

**Additions** – Hiring Attorney for litigation and support so Mr. Freel can focus on operational needs of township, To Create two checking accounts DWRF and SRF, To create permanent working space for the EIC Director. Mr. Spencer supported a motion by Mr. Sutton to add all three under other as 9, 10, 11.  
ALL YEAS

MOTION CARRIED

**To approve Mr. Cummings and Mr. Wusterbarths Absence at the meeting.** Ms. Richards supported a motion by Mr. Spencer to approve Mr. Cummings and Mr. Wusterbarths Absence at the meeting.  
ALL YEAS

MOTION CARRIED

### **Public Comment** –

**Consent Agenda** – Mr. Palmer supported a motion by Mr. Sutton to Regular Meeting Minutes – September 13, 2021, and Special Meeting Minutes – September 13, 2021, 1. Payment of Bills (Oscoda Township) – Total - \$852,263.61 a. Prepaid – September 21, 2021 - \$837,545.06, b. Check Run – September 28, 2021- \$14,718.55  
ALL YEAS:

MOTION CARRIED

## **SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)**

1. Engineering Report – Rowe Engineering

## **SUPERINTENDENT REPORTS:**

**Skeel Avenue Purchase Agreement** – Mr. Palmer supported a motion by Mr. Sutton to approve *the Purchase Agreement for the sale of the Skeel Avenue Site and have the Township Supervisor and Clerk execute the document.*

ALL YEAS:

MOTION CARRIED

**Aune Medical Center Purchase Agreement** – Placeholder .

**Bachman Drive Water Main Design Invoice** – Mr. Spencer supported a motion by Mr. Palmer to approve *the Township's portion of the design fees in the amount of \$2,500 to be paid from Fund 591-000-821.000.*

ALL YEAS:

MOTION CARRIED

**Bachman Drive Utility Easement Agreement** – Mr. Sutton supported a motion by Mr. Spencer to approve *the Township Supervisor and Township Clerk to execute the Easement Agreement as presented*

ALL YEAS:

MOTION CARRIED

**Mika Meyers Invoices** – Ms. McGuire supported a motion by Mr. Spencer to approve Invoice No. 659855 in the amount of \$9,117.00 to be paid from Fund 591-000-826.000  
ALL YEAS:

MOTION CARRIED



**Mika Meyers Invoices** – Mr. Palmer supported a motion by Mr. Spencer to approve Invoice No.662247 in the amount of \$4,235.00 to be paid from Fund 590-000-826.000  
ALL YEAS:

MOTION CARRIED

**Baker Tilly Engagement** – Mr. Sutton supported a motion by Mr. Palmer to approve the Baker Tilly engagement letter and costs related with a not to exceed \$19,500 and authorize the Township Superintendent to execute the document  
ALL YEAS:

MOTION CARRIED

### **OTHER**

**Assessor RFP Request** – Ms. McGuire supported a motion by Mr. Spencer to approve updating and using the presented RFP .  
ALL YEAS:

MOTION CARRIED

**Assessor Resignation** – Mr. Sutton supported a motion by Ms. McGuire to approve accepting Assessor resignation with regrets.  
YEAS: Mr. Sutton, Ms. McGuire, Mr. Palmer, Ms. Richards  
NAYS: Mr. Spencer

MOTION CARRIED

**Furtaw Field Road Relinquishment and Survey Request**– Mr. Palmer supported a motion by Ms. Richards to approve Rowe Professionals to complete boundary survey and create legal description for Evergreen Easement, not to exceed \$2000.00.  
ALL YEAS

MOTION CARRIED

**To Record Furtaw Field** – Mr. Spencer supported a motion by Ms. Richards to approve recording any documents in working towards a clear title to Furtaw Field .  
ALL YEAS

MOTION CARRIED

**Tax Foreclosure Properties – 2021 Right of Refusal** –No action needed until List received in November.

**Code Compliance Officer Hire** – Mr. Spencer supported a motion by Mr. Sutton to approve hiring Ron Delbridge as Code Compliance Officer  
ALL YEAS

MOTION CARRIED

**UB Bad Debt Write Off** – Ms. Richards supported a motion by Mr. Spencer to approve writing off the following bad debt in the amount of \$152.80  
ALL YEAS

MOTION CARRIED

**Beach Park Work Session Schedule and Budget Work Session Schedule** – Ms. McGuire supported a motion by Mr. Spencer to approve the superintendent to send an email to board members for availability for scheduling the Beach Park Work Session on  
ALL YEAS

MOTION CARRIED

**Old Phone Equipment Request** – Mr. Sutton supported a motion by Mr. Spencer to approve giving Robert Jackson the ACS 509 Board and paying for service rendered in the amount of \$160.00 provided the removal doesn't affect current service.  
ALL YEAS

MOTION CARRIED

**Hiring Attorney for litigation and support so Mr. Freel can focus on operational needs of** No action needed.

**To Create two checking accounts DWRF and SRF.** Mr. Sutton supported a motion by Mr. Palmer to approve Ms. McGuire to create two checking accounts for DWRF and SRF.  
ALL YEAS

MOTION CARRIED

**To create permanent working space for the EIC Director.** Discussion on finding Mr. Dickerson an office.

**INFORMATIONAL:**

Oscoda Township Regular Board Meeting Minutes  
September 27, 2021

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**Public Comment –**

**Debra Rauch-** Spoke with Mr. Sutton regarding Lake St. Property and her discontent with the hotel.

**Brian Haley-** Talking about the MDNR Grant and how wonderful it is. I think we need to remove Furtaw Field from the list of disposable properties.

**Larry Holland-** We took some negative press recently and we need to focus on the positive. Would like to see discussion on going back to in person meetings and other things tabled in previous meeting. Also, would like to see the social district ready for spring.

**Mary Smith-** Would like to see the sign about masks and vaccinated and not vaccinated taken down.

**Dirk Hunt-** Says that we are violation of the open meetings act with electronic meetings. Difficulty finding the notice on our website.

**Board and Staff Comments –**

**Mr. Wusterbarth-** Not present.

**Mr. Cummings-** Not present.

**Mr. Spencer-** Website updates being done to make it more user friendly. We are also moving into Hybrid Meetings soon.

**Mr. Palmer-** Remind everyone about change in the area codes for phone numbers requiring the area code even for local calls

**Ms. Richards-** October 9<sup>th</sup> at 1pm Unveiling of new equipment at Veterans Memorial Park, I hope everyone can come out and see them.

**Ms. McGuire-** Fashion show coming up From the Woman Business Association on October 7<sup>th</sup>. The Lions Club Craft show is this Saturday at the High School.

**Mr. Sutton-** To Ms. Smith the signs are down referring to vaccinated and unvaccinated and wearing a mask.

**Adjourn** – Ms. Richards made a motion to adjourn at 09:01 p.m.

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Ann Richards  
Supervisor  
Charter Township of Oscoda

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Joshua Sutton  
Clerk  
Charter Township of Oscoda

**Disclaimer of Electronic Meeting of the Township Board of Trustees:**

In accordance with Senate Bill 1108, the Oscoda Township Board is meeting electronically to maintain compliance with the Emergency Order issued by MDHHS on Friday 2 October (referencing MCL 333.2253) restricting gathering sizes. Members of the public may participate in the meeting electronically using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, meeting ID, and passcode). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211:

[https://www.oscodatownshipmi.gov/1/322/board\\_of\\_trustees.asp](https://www.oscodatownshipmi.gov/1/322/board_of_trustees.asp)

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DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
EXP CHECK RUN DATES 10/05/2021 - 10/05/2021  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN

Page: 1/5

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-126.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	142.80
Total For Dept 000					142.80
Dept 172 SUPERINTENDENT					
101-172-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	(131.81)
101-172-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	(15.10)
101-172-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	73.60
101-172-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	22.50
101-172-853.000	VERIZON WIRELESS	AUG 23 - SEP 22	9889064627	10/14/21	39.66
Total For Dept 172 SUPERINTENDENT					(11.15)
Dept 215 CLERK					
101-215-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	263.62
101-215-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	48.70
101-215-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	52.70
101-215-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	22.50
Total For Dept 215 CLERK					387.52
Dept 253 TREASURER					
101-253-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	70.13
101-253-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	14.79
101-253-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	52.70
101-253-726.000	QUILL CORPORATION	QB RUBBER BANDS 901-790033	19041563	10/18/21	22.41
101-253-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	159.45
Total For Dept 253 TREASURER					319.48
Dept 257 ASSESSOR					
101-257-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	178.47
101-257-801.000	QUILL CORPORATION	OFFICE SUPPLIES ASSESSOR OFFICE	19590233	10/17/21	57.69
Total For Dept 257 ASSESSOR					236.16
Dept 262 ELECTIONS					
101-262-801.000	ELECTION SOURCE	AUGUST 2021 ELECTION TESTING	212177	10/15/21	820.00
101-262-890.000	ELECTION SOURCE	AUGUST 2021 ELECTION TESTING	212177	10/15/21	1,400.00
Total For Dept 262 ELECTIONS					2,220.00
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	70.13
101-265-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	14.79
101-265-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	26.35
101-265-775.000	AUSABLE HARDWARE & SURPLUS	CAUTION TAPE INVOICE 161607	161607	10/27/21	13.98
101-265-853.000	SPECTRUM BUSINESS	9/17-10-16 SPECTRUM	0074994091721	10/04/21	327.84
101-265-853.000	VERIZON WIRELESS	AUG 23 - SEP 22	9889064627	10/14/21	40.57
101-265-921.000	CONSUMERS ENERGY	110 S STATE ST	Multiple	10/15/21	1,358.23
101-265-922.000	DTE ENERGY	110 S STATE ST	91002076578009292	10/21/21	176.65
101-265-930.000	5 STAR AUTOMOTIVE SOLUTIONS	BUILDING WINDOW TINT	2719	10/24/21	1,918.00
101-265-930.000	TRUGREEN-CHEMLAWN	TOWN HALL 9-17-2021	7007363473	10/01/21	70.00
101-265-931.000	HERITAGE-CRYSTAL CLEAN LLC	PARTS CLEANER CLEAN AND SERVICE	10000100080000179	10/27/21	388.17
101-265-933.000	AUTO VALUE OSCODA	WHIPPER BLADE INVOICE 281-1401965	2811401965	10/24/21	8.79
Total For Dept 265 TOWNSHIP HALL & GROUNDS					4,413.50
Dept 276 CEMETERY					
101-276-921.000	CONSUMERS ENERGY	1356 ADAMS RD	Multiple	10/18/21	80.09

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DB: Oscoda

INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 276 CEMETERY					
		Total For Dept 276 CEMETERY			80.09
Dept 299 UNALLOCATED					
101-299-726.200	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	291.26
101-299-805.000	CLARKE AQUATIC SERVICES INC.	VE LAKE TREATMENT 7/19/21	000010118	10/29/21	26,063.50
101-299-805.000	LAKE PRO	LAKE MANAGEMENT SERVICES FINAL	2100911	10/28/21	2,000.00
101-299-818.000	WASTE MANAGEMENT	WASTE DISPOSAL - OCTOBER	770787317344	10/29/21	105.56
101-299-880.000	CONSUMERS ENERGY	6840 N HURON RD CONSUMERS	Multiple	10/14/21	209.45
101-299-882.000	OSCODA PRESS NEWSPAPERS	OSCODA PRESS SUBSCRIPTION RENEWAL 0288181	028818110212021	10/21/21	78.30
101-299-926.000	CONSUMERS ENERGY	103 E DWIGHT ST	Multiple	10/15/21	626.53
		Total For Dept 299 UNALLOCATED			29,374.60
Dept 722 ZONING & PLANNING					
101-722-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	26.35
101-722-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	45.00
		Total For Dept 722 ZONING & PLANNING			71.35
Dept 751 PARKS & RECREATION					
101-751-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	201.94
101-751-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	29.89
101-751-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	26.35
101-751-726.000	S.T.V. SALES INC	CLEAN FOAMY HAND SOAP AND WASP SPRAY	69737	10/15/21	228.70
101-751-818.000	WASTE MANAGEMENT	WASTE DISPOSAL - OCTOBER	770787317344	10/29/21	504.52
101-751-921.000	CONSUMERS ENERGY	304 W RIVER RD	Multiple	10/15/21	293.05
101-751-922.000	DTE ENERGY	300 W RIVER RD	92000320212310042	10/22/21	34.22
		Total For Dept 751 PARKS & RECREATION			1,318.67
Dept 753 FOOTE SITE PARK					
101-753-921.000	CONSUMERS ENERGY	1695 E RIVER RD	10002053376409152	10/18/21	40.64
		Total For Dept 753 FOOTE SITE PARK			40.64
Dept 754 KEN RATLIFF PARK					
101-754-718.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	26.35
101-754-921.000	CONSUMERS ENERGY	6330F 41 CONSUMERS	Multiple	10/15/21	199.47
		Total For Dept 754 KEN RATLIFF PARK			225.82
		Total For Fund 101 GENERAL/UNALLOCATED			38,819.48
Fund 207 POLICE FUND					
Dept 000					
207-000-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	572.60
207-000-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	111.41
207-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	289.85
207-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	22.50
207-000-761.000	GALLS INCORPORATED	POLICE UNIFORMS (DAVID)	Multiple	10/27/21	1,986.39
207-000-761.000	ON DUTY GEAR, LLC	POLICE UNIFORMS (CLINK)	2000033007	10/22/21	251.15
207-000-801.000	ALCONA HEALTH CENTERS	EMPLOYMENT PHYSICAL (CLINK)	7257109262021	10/26/21	175.00
207-000-853.000	VERIZON WIRELESS	AUG 23 - SEP 22	Multiple	10/22/21	578.84
207-000-960.000	DELTA COLLEGE	REID TRAINING OFC. HEATH	4380299	10/20/21	575.00
		Total For Dept 000			4,562.74
		Total For Fund 207 POLICE FUND			4,562.74
Fund 211 POLICE STAFFING FUND					
Dept 000					

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	263.62
211-000-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	48.70
211-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	52.70
211-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	22.50
211-000-853.000	VERIZON WIRELESS	AUG 23 - SEP 22	9889064627	10/14/21	81.51
Total For Dept 000					469.03
Total For Fund 211 POLICE STAFFING FUND					469.03
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	36.91
236-266-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	8.78
236-266-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	26.35
Total For Dept 266 PROPERTY O & M MAINTENANCE					72.04
Dept 269					
236-269-921.000	CONSUMERS ENERGY	4000 SKEEL AVE	10001730654709152	10/18/21	89.62
236-269-922.000	DTE ENERGY	4051 ARROW ST	91002076598810042	10/22/21	34.26
236-269-930.000	ORKIN, INC.	BUG TREATMENT SERVICE OCTOBER 2021	Multiple	11/01/21	1,044.00
Total For Dept 269					1,167.88
Dept 271 PROPERTY O & M AUNE					
236-271-802.000	MCD SECURITY INC	AUNE NOVEMBER, DECEMBER AND JANUARY	2104	10/31/21	78.00
236-271-802.000	WASTE MANAGEMENT	WASTE DISPOSAL - OCTOBER	770787317344	10/29/21	411.90
236-271-921.000	CONSUMERS ENERGY	5671 N SKEEL AVE	10000026952009152	10/18/21	9,758.43
236-271-922.000	DTE ENERGY	5671 N SKEEL AVE APT 1842	Multiple	10/22/21	392.96
Total For Dept 271 PROPERTY O & M AUNE					10,641.29
Total For Fund 236 PROP OPER & MNTNCE					11,881.21
Fund 271 LIBRARY					
Dept 000					
271-000-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	36.91
271-000-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	8.78
271-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	26.35
271-000-801.000	MCD SECURITY INC	LIBRARY NOVEMBER, DECEMBER AND JANUARY	2100	10/31/21	78.00
271-000-802.000	WASTE MANAGEMENT	WASTE DISPOSAL - OCTOBER	770787317344	10/29/21	22.41
271-000-921.000	CONSUMERS ENERGY	6010 N SKEEL AVE	10001730674509152	10/18/21	643.93
271-000-922.000	DTE ENERGY	6010 N SKEEL AVE BLDG 418	91002076566510042	10/22/21	41.46
Total For Dept 000					857.84
Total For Fund 271 LIBRARY					857.84
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-339.000	CHADD RAHN	REFUND SEASONAL LOTTERY CHADD RAHN	Multiple	10/28/21	2,100.00
509-000-716.000	DELTA DENTAL	DELTA DENTAL OCT 2021 INVOICE	0003687265	10/05/21	300.53
509-000-716.000	VSP	VSP OCT 2021 INVOICE	813267503	10/18/21	48.23
509-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE SEPT 2021 INVOICE	09012021	10/15/21	79.05
509-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	SHARP PRINTER INV 5016041530	1055552461	11/04/21	35.00
509-000-780.000	AMAZON CAPITAL SERVICES	RECREATION INV 1MHM-4PXQ-1L3Y	1MHM4PXQ1L3Y	10/22/21	179.99
509-000-818.000	WASTE MANAGEMENT	WASTE DISPOSAL - OCTOBER	770787317344	10/29/21	1,545.00
509-000-921.000	CONSUMERS ENERGY	745 E RIVER RD	Multiple	10/21/21	8,237.80

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 509 OLD ORCHARD PARK Dept 000					
		Total For Dept 000			12,525.60
		Total For Fund 509 OLD ORCHARD PARK			12,525.60
Fund 590 SEWER Dept 000					
590-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	11.25
590-000-800.100	F&V OPERATIONS	FVOP O&M OCTOBER	4084	11/05/21	26,609.50
590-000-826.000	MIKA MEYERS	DWRF PROJECTS - PHASE II WATER PROJECT	662247	10/15/21	4,235.00
590-000-853.000	VERIZON WIRELESS	AUG 23 - SEP 22	9889064627	10/14/21	100.49
590-000-921.100	CONSUMERS ENERGY	202 E DWIGHT ST #2	Multiple	10/15/21	4,842.54
590-000-921.200	CONSUMERS ENERGY	4499 MCNICOL AVE	10001922110809152	10/18/21	358.73
590-000-922.100	DTE ENERGY	4466 MCNICHOL AVE	91002076553310042	10/22/21	35.17
		Total For Dept 000			36,192.68
		Total For Fund 590 SEWER			36,192.68
Fund 591 WATER Dept 000					
591-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016874484	11/04/21	11.25
591-000-800.100	F&V OPERATIONS	FVOP O&M OCTOBER	4084	11/05/21	26,609.50
591-000-821.000	RUSO ENGINEERING INC	BACHMAN DRIVE WATER MAIN DESIGN	09282021	10/16/21	2,500.00
591-000-826.000	MIKA MEYERS	DWRF PROJECTS - PHASE II WATER PROJECT	Multiple	10/15/21	9,187.56
591-000-853.000	VERIZON WIRELESS	AUG 23 - SEP 22	9889064627	10/14/21	20.48
591-000-921.000	CONSUMERS ENERGY	6591 F 41 CONSUMERS	Multiple	10/15/21	178.70
591-000-974.000	CORE & MAIN LP	METER PIT ADAPTERS	Multiple	08/30/21	784.32
591-000-974.000	FERGUSON WATERWORKS #3386	METER PIT ADAPTERS FOR F41, RIVER RD, GREEN	11046	10/11/21	1,620.00
		Total For Dept 000			40,911.81
		Total For Fund 591 WATER			40,911.81



GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			38,819.48
		Fund 207 POLICE FUND			4,562.74
		Fund 211 POLICE STAFFING FUND			469.03
		Fund 236 PROP OPER & MNTNCE			11,881.21
		Fund 271 LIBRARY			857.84
		Fund 509 OLD ORCHARD PARK			12,525.60
		Fund 590 SEWER			36,192.68
		Fund 591 WATER			40,911.81
		Total For All Funds:			146,220.39

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP  
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 000					
101-000-126.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	142.80
101-000-283.100	TAMMY YATES	DEPOSIT REFUND WARRIOR PAVILLION TAMMY YAT09202021		10/30/21	350.00
Total For Dept 000					492.80
Dept 172 SUPERINTENDENT					
101-172-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	73.60
101-172-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	22.50
Total For Dept 172 SUPERINTENDENT					96.10
Dept 215 CLERK					
101-215-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	52.70
101-215-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	22.50
Total For Dept 215 CLERK					75.20
Dept 253 TREASURER					
101-253-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	79.05
101-253-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	159.45
Total For Dept 253 TREASURER					238.50
Dept 257 ASSESSOR					
101-257-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	178.47
Total For Dept 257 ASSESSOR					178.47
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	26.35
101-265-751.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	2,198.55
101-265-775.000	JOHNSON AUTO SUPPLY, INC.	SHOP SUPPLIES INVOICE 871890	871890	11/01/21	67.66
101-265-775.000	UNIFIRST CORPORATION	SHOP TOWEL SERVICE INVOICE 1610012867	1610012867	10/30/21	191.45
Total For Dept 265 TOWNSHIP HALL & GROUNDS					2,484.01
Dept 276 CEMETERY					
101-276-751.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	378.35
Total For Dept 276 CEMETERY					378.35
Dept 299 UNALLOCATED					
101-299-726.200	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	291.26
101-299-801.000	BASIC	2021 ARPA COBRA ASSISTANCE ONE TIME FEE	10605380	10/29/21	150.00
101-299-801.000	MICH BUSINESS & PROFESSIONAL ASSN	COBRA OCTOBER 2021	41045	10/15/21	30.00
101-299-880.000	GREAT LAKES FIREWORKS	FIREWORKS DISPLAY	2359	10/15/21	12,000.00
101-299-926.000	CONSUMERS ENERGY	STREET LIGHTS	Multiple	10/25/21	10,643.47
101-299-996.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	6.90
Total For Dept 299 UNALLOCATED					23,121.63
Dept 336 FIRE DEPARTMENT					
101-336-751.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	200.80
Total For Dept 336 FIRE DEPARTMENT					200.80
Dept 722 ZONING & PLANNING					
101-722-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	26.35
101-722-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	45.00
Total For Dept 722 ZONING & PLANNING					71.35
Dept 751 PARKS & RECREATION					
101-751-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	52.70
101-751-761.000	WILLIAM HAMLIN	REIMBURSEMENT FOR CLOTHING ALLOWANCE WH	2318751732	10/29/21	189.21

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 751 PARKS & RECREATION					
101-751-775.000	JOHNSON AUTO SUPPLY, INC.	SHOP SUPPLIES INVOICE 871888	871888	11/01/21	184.08
101-751-931.000	JOHNSON AUTO SUPPLY, INC.	SPARK PLUGS FOR EQUIPMENT INVOICE 872070	872070	11/04/21	9.56
Total For Dept 751 PARKS & RECREATION					435.55
Dept 753 FOOTE SITE PARK					
101-753-751.000	GARY OIL COMPANY	REC GAS	231393	10/15/21	200.00
101-753-930.000	EASTERN SUPPLY PRODUCTS	MAINT SUPPLIES INV 6336	Multiple	10/15/21	472.52
Total For Dept 753 FOOTE SITE PARK					672.52
Total For Fund 101 GENERAL/UNALLOCATED					28,445.28
Fund 207 POLICE FUND					
Dept 000					
207-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	289.85
207-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	22.50
207-000-751.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	4,892.49
207-000-815.100	LEXIS NEXIS RISK SOLUTIONS	USER FEES	159375720210930	10/30/21	234.85
207-000-933.000	JOHNSON AUTO SUPPLY, INC.	POLICE VEHICLE OIL	871889	10/29/21	209.70
Total For Dept 000					5,649.39
Total For Fund 207 POLICE FUND					5,649.39
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	52.70
211-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	22.50
211-000-751.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	478.00
Total For Dept 000					553.20
Total For Fund 211 POLICE STAFFING FUND					553.20
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	26.35
236-266-801.000	BLACK SWAMP LOCATION SERVICES, LLC	EID OCTOBER SERVICES	0124	11/01/21	10,000.00
Total For Dept 266 PROPERTY O & M MAINTENANCE					10,026.35
Dept 271 PROPERTY O & M AUNE					
236-271-802.000	ALPENA MARC LLC	AUNE JANITORIAL SERVICES	2246	11/04/21	5,377.12
Total For Dept 271 PROPERTY O & M AUNE					5,377.12
Total For Fund 236 PROP OPER & MNTNCE					15,403.47
Fund 271 LIBRARY					
Dept 000					
271-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	26.35
Total For Dept 000					26.35
Total For Fund 271 LIBRARY					26.35
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE OCT 2021 INVOICE	70000185570	10/29/21	79.05
509-000-728.000	THE HOME CITY ICE COMPANY	ICE INV 4612212481	4612212481	08/17/21	862.40
509-000-751.000	GARY OIL COMPANY	GARY OIL 9-30-2021	Multiple	10/30/21	100.94

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-780.000	AMAZON CAPITAL SERVICES	RECREATION INV 1DOJ-TQF9-6744	Multiple	10/15/21	66.36
509-000-922.000	GARY OIL COMPANY	GARY OIL 9-30-2021	100014109302021	10/30/21	36.84
Total For Dept 000					1,145.59
Total For Fund 509 OLD ORCHARD PARK					1,145.59
Fund 590 SEWER					
Dept 000					
590-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	11.25
Total For Dept 000					11.25
Total For Fund 590 SEWER					11.25
Fund 591 WATER					
Dept 000					
591-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS AUGUST 2021	5016431002	10/19/21	11.25
591-000-974.000	FERGUSON WATERWORKS #3386	1 1/2" METER PIT LID	3388	10/29/21	81.44
591-000-980.100	FERGUSON WATERWORKS #3386	1" PIT METERS	3389	10/29/21	1,279.43
Total For Dept 000					1,372.12
Total For Fund 591 WATER					1,372.12

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			28,445.28
		Fund 207 POLICE FUND			5,649.39
		Fund 211 POLICE STAFFING FUND			553.20
		Fund 236 PROP OPER & MNTNCE			15,403.47
		Fund 271 LIBRARY			26.35
		Fund 509 OLD ORCHARD PARK			1,145.59
		Fund 590 SEWER			11.25
		Fund 591 WATER			1,372.12
		Total For All Funds:			52,606.65

# Air Force Installation & Mission Support Center

## Interim Remedial Actions



*Van Etten Lake at Ken Ratliff  
Memorial Park*

*FT002 at Clark's Marsh*



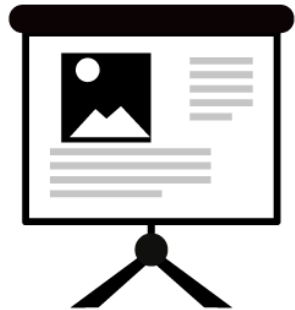
# Agenda

## ■ Agenda

- Introductions
- Remedial Investigation
- Van Etten Lake at Ken Ratliff Memorial Park
- Background
- Design and Construction
- FT002 at Clark's Marsh
- Background
- Design and Construction
- Schedule
- Questions



# *Former Wurtsmith AFB*



## **Presentation:** Remedial Investigation



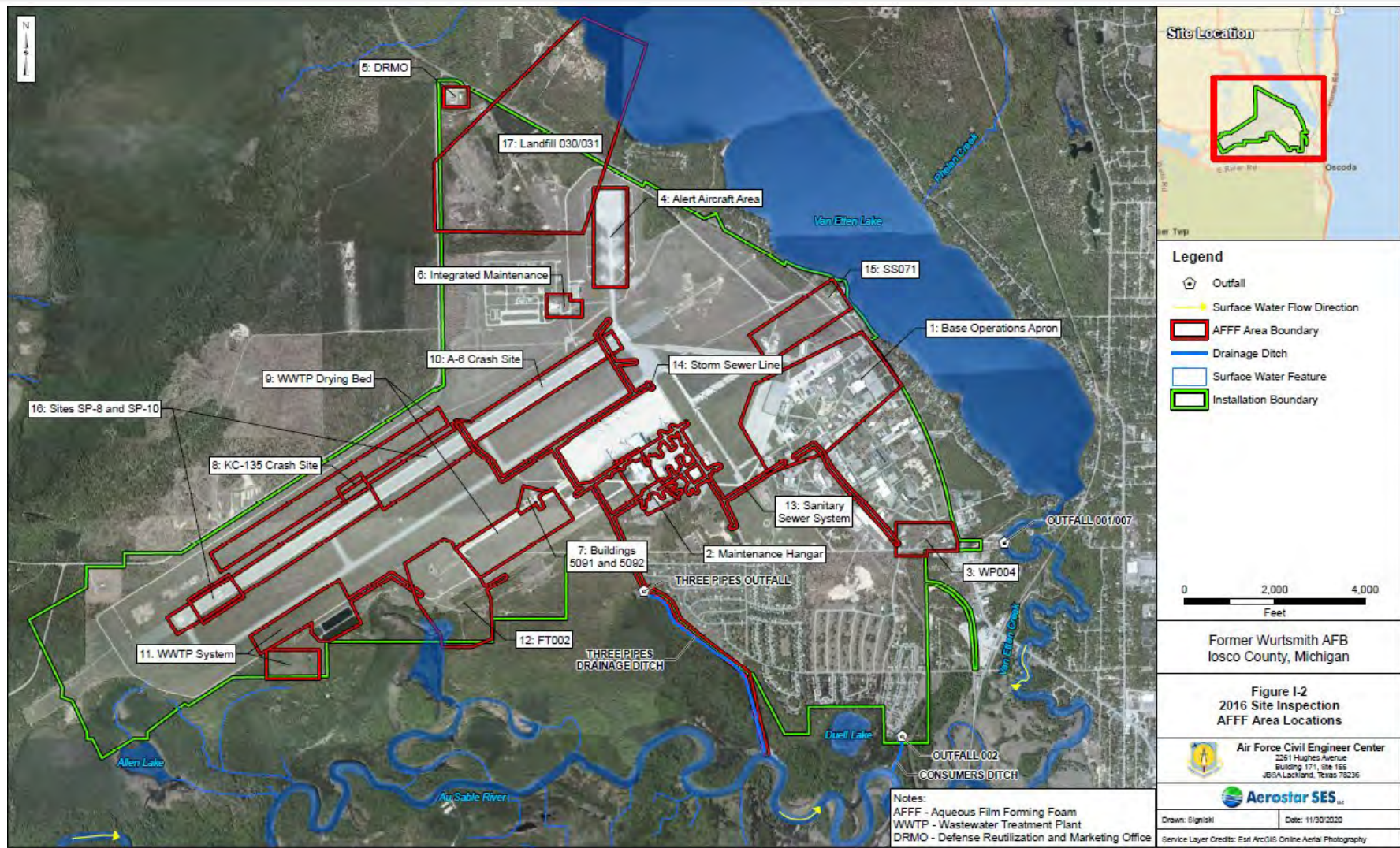


## REMEDIAL INVESTIGATION

- **Determine the nature and extent of per and polyfluoroalkyl substances (PFAS) in soil, groundwater, surface water, and sediment**
- **Collecting samples from areas identified in the Preliminary Assessment and Site Inspection**
- **Samples will be collected from locations across the former base including on OWAA property**



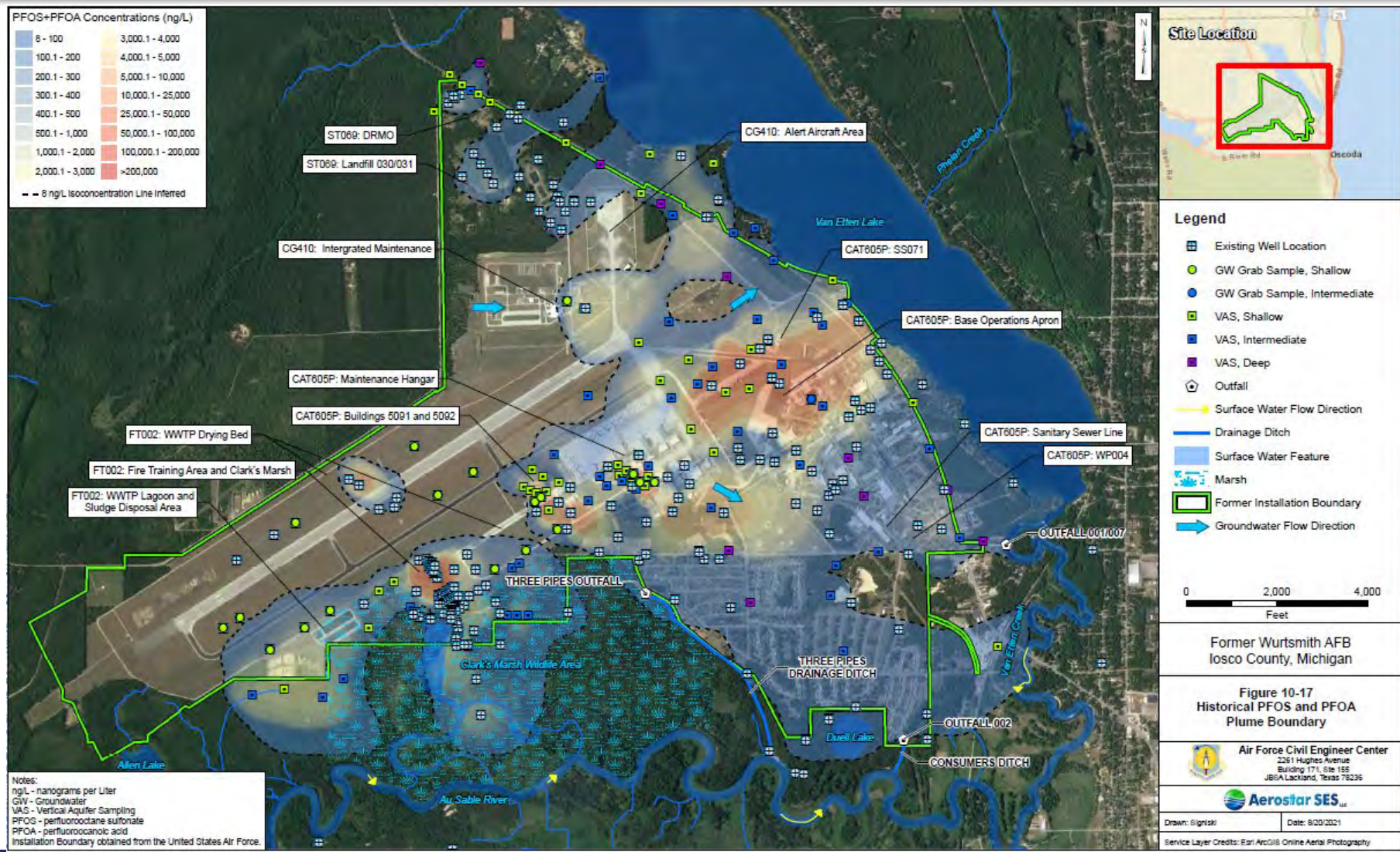
# Former Wurtsmith AFB REMEDIAL INVESTIGATION







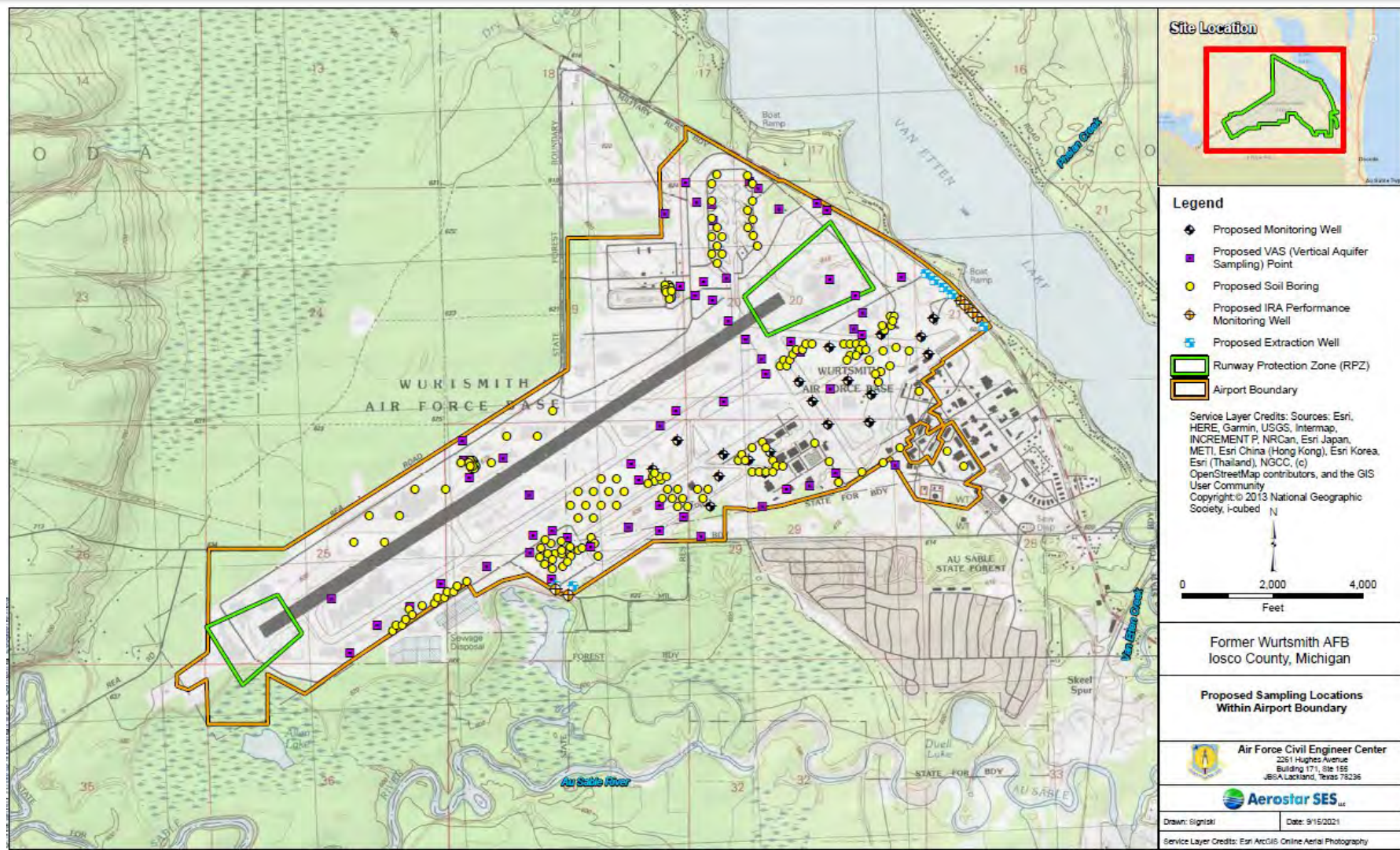
# Former Wurtsmith AFB REMEDIAL INVESTIGATION







# REMEDIAL INVESTIGATION ON-AIRPORT LOCATIONS







## REMEDIAL INVESTIGATION

- **Vertical aquifer sampling and monitoring well installation will be accomplished using a sonic drill rig (30 ft mast)**





# *Former Wurtsmith AFB* **REMEDIAL INVESTIGATION**

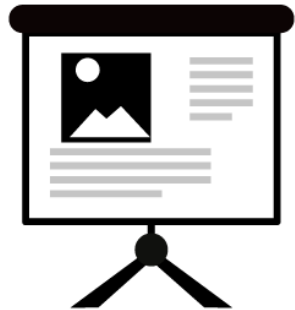


- Soil sampling will utilize a Geoprobe™ direct push drill rig





# ***Former Wurtsmith AFB***



## **Presentation:**

Van Etten Lake at Ken  
Ratliff Memorial Park

Interim Remedial Action



## **Van Etten Lake at Ken Ratliff Memorial Park IRA**

### ■ **Why an interim remedial action (IRA)?**

- To reduce the volume of perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA) impacted groundwater entering Van Etten Lake at Ken Ratliff Memorial Park
- The preferred alternative will build on the success of the Central Treatment System (CTS) while continuing to determine the nature and extent of the groundwater PFAS plume
- This is an interim action, being conducted before the remedial investigation (RI) and feasibility study (FS) have been completed





## Van Etten Lake at Ken Ratliff Memorial Park IRA

### ■ Background

- Located in the central and eastern portions of the former base
- The Base Operation Apron (aqueous film forming foam [AFFF] Area 1) served as an aircraft apron where aircraft refueling, maintenance, and cleaning activities were conducted
- Three fire stations were located at the Base Operation Apron, and fire trucks were washed both inside and outside of the buildings
- Weekly AFFF calibration was reportedly conducted at the northeastern edge of the apron



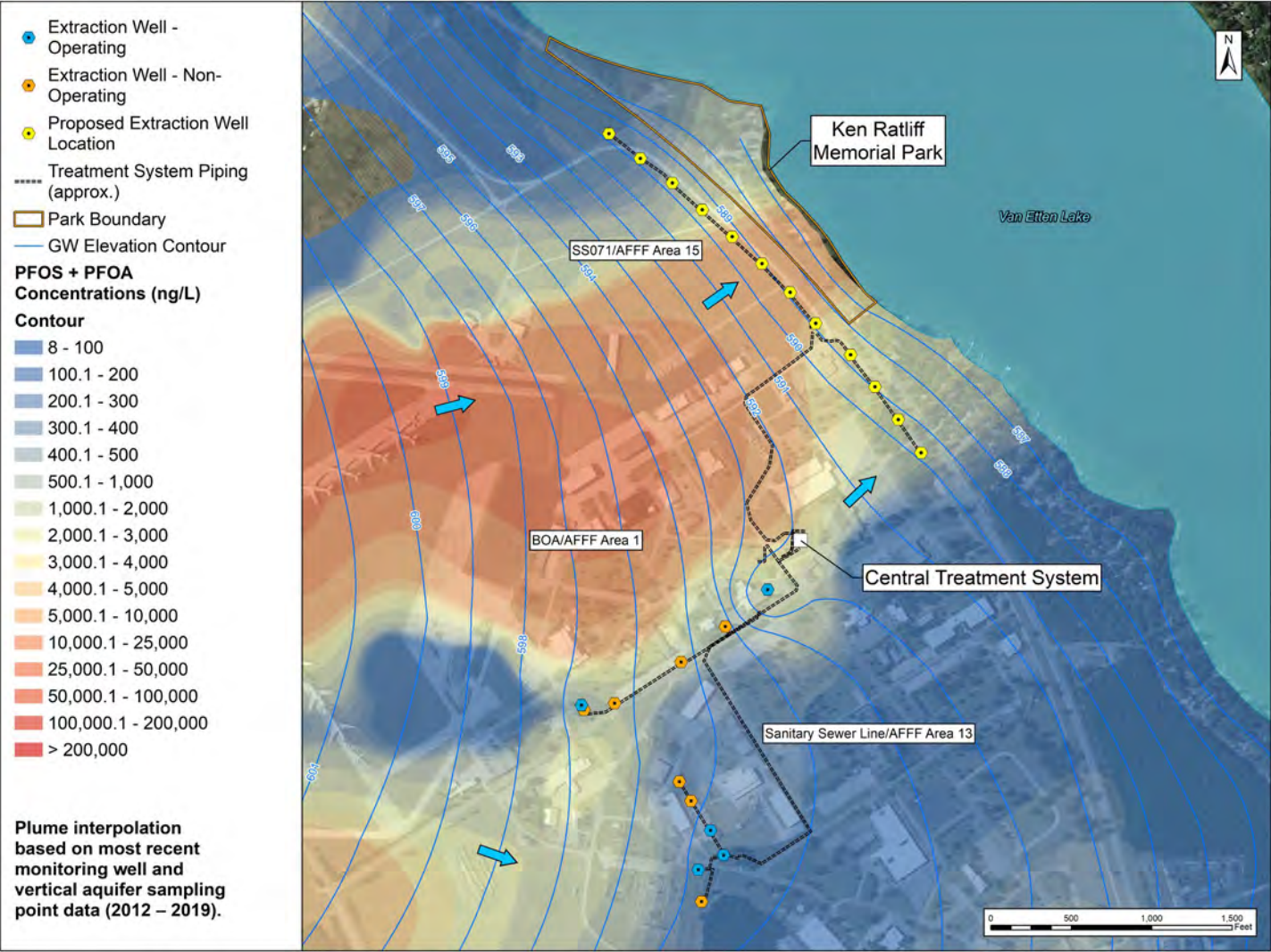
## Van Etten Lake at Ken Ratliff Memorial Park IRA

### ■ Background

- Site SS071 (AFFF Area 15) is a septic field associated with Building 5045 that housed a jet engine test cell
- An unconfirmed release of jet fuel to the septic field was reported in 1993
- AFFF containing PFAS could have been used when the jet fuel was released to minimize fire dangers
- PFOS and PFOA concentrations in groundwater at the Base Operations Apron and SS071 exceed EGLE Rule 299.44 Table 1 generic cleanup criteria



# Van Etten Lake at Ken Ratliff Memorial Park IRA





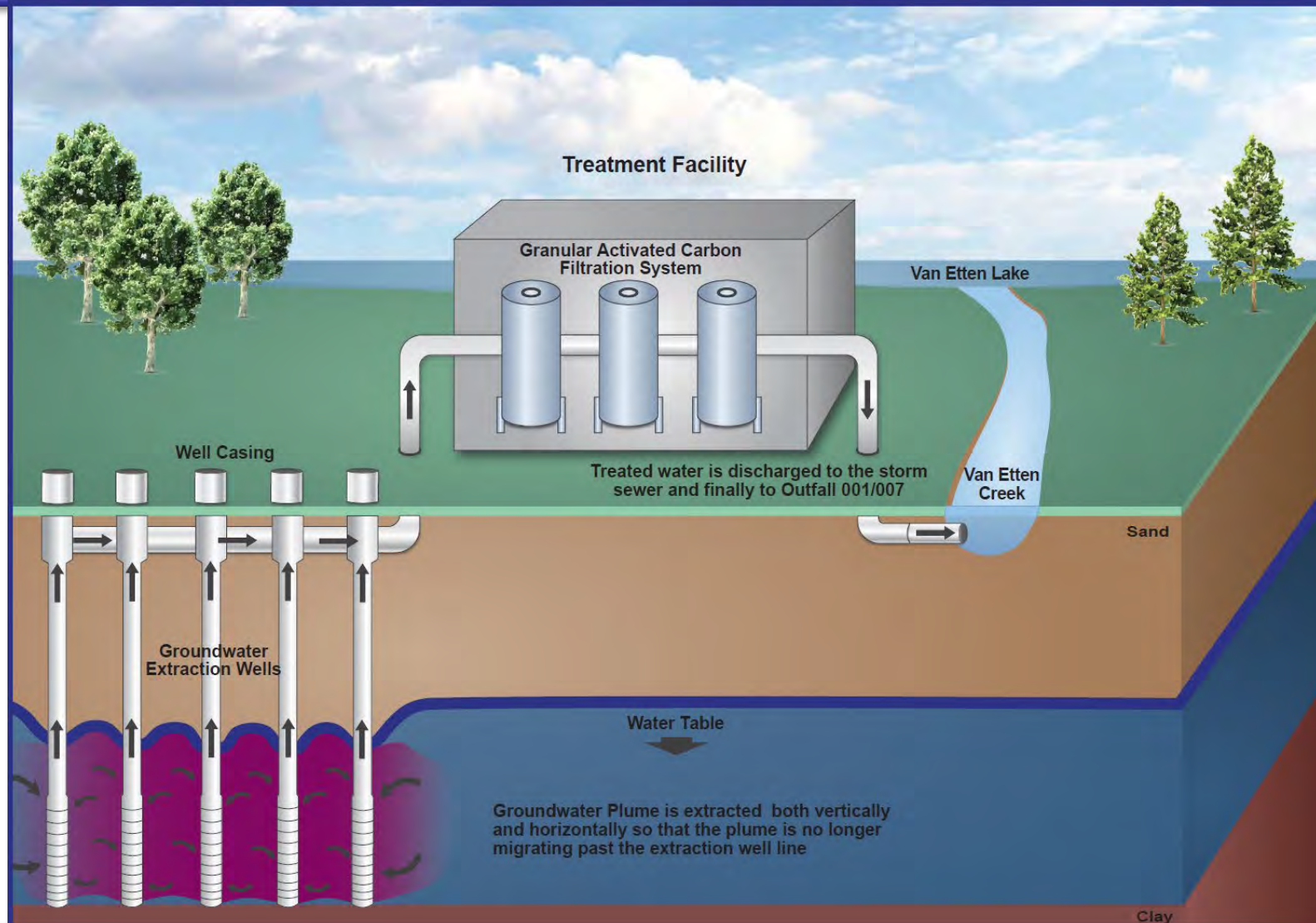


# Van Etten Lake at Ken Ratliff Memorial Park IRA





# Former Wurtsmith AFB Conceptual Hydraulic Control System



*Your Success is Our Mission!*





## **Van Etten Lake at Ken Ratliff Memorial Park IRA**

### **■ The key elements of the interim remedial action include**

- Installing 12 new groundwater extraction wells
- Constructing a well control building for routine sampling and operation of the extraction well field
- Installing a piping system (primarily trenching) for the conveyance of untreated groundwater to the CTS
- Expanding capacity by 100% by installing a new three-vessel granular activated carbon (GAC) treatment system to treat the extracted groundwater
- Installing equalization, effluent, and settling tanks
- Expanding the CTS building to house filter press equipment
- Installing a filter press, mixing tanks, and other filter equipment to process settled solids and sludge
- Discharging treated effluent to the existing storm sewer



## Van Etten Lake at Ken Ratliff Memorial Park IRA

- **Design Drawings (hard copy)**



# ***Former Wurtsmith AFB***



## **Presentation:**

FT002 at Clark's Marsh

Interim Remedial Action

Paula Bond



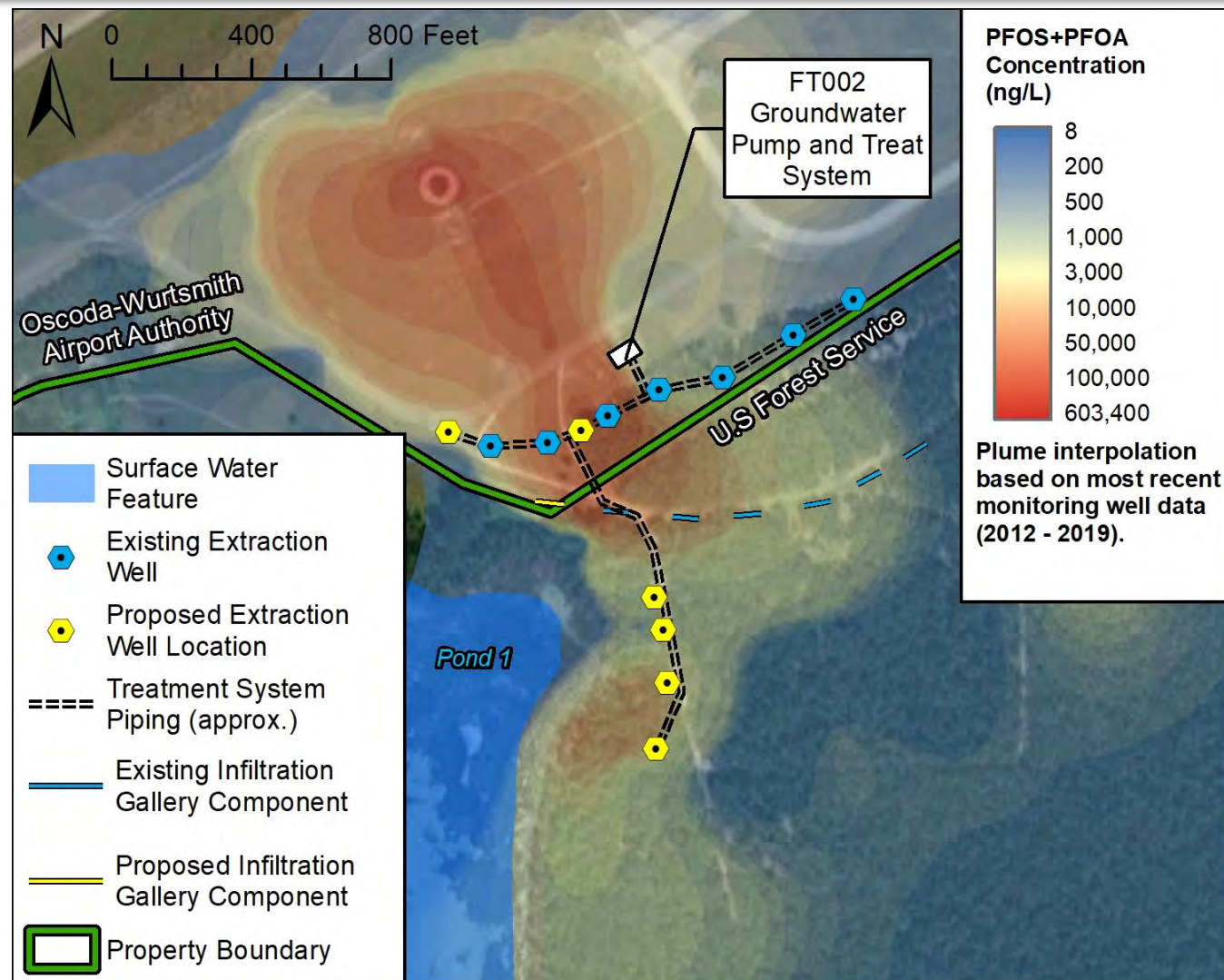


## ■ FT002 Background

- Located in the southwest corner of the former base
- FT002 operated as a fire training area from 1958 to 1991
- AFFF was used between 1970 and 1991
- AFFF containing PFOS and PFOA were released to the underlying soil, leaching into groundwater where they have migrated into Clark's Marsh
- PFOS and PFOA concentrations in groundwater at FT002 and Clark's Marsh exceed Michigan's Part 201 groundwater cleanup criteria.



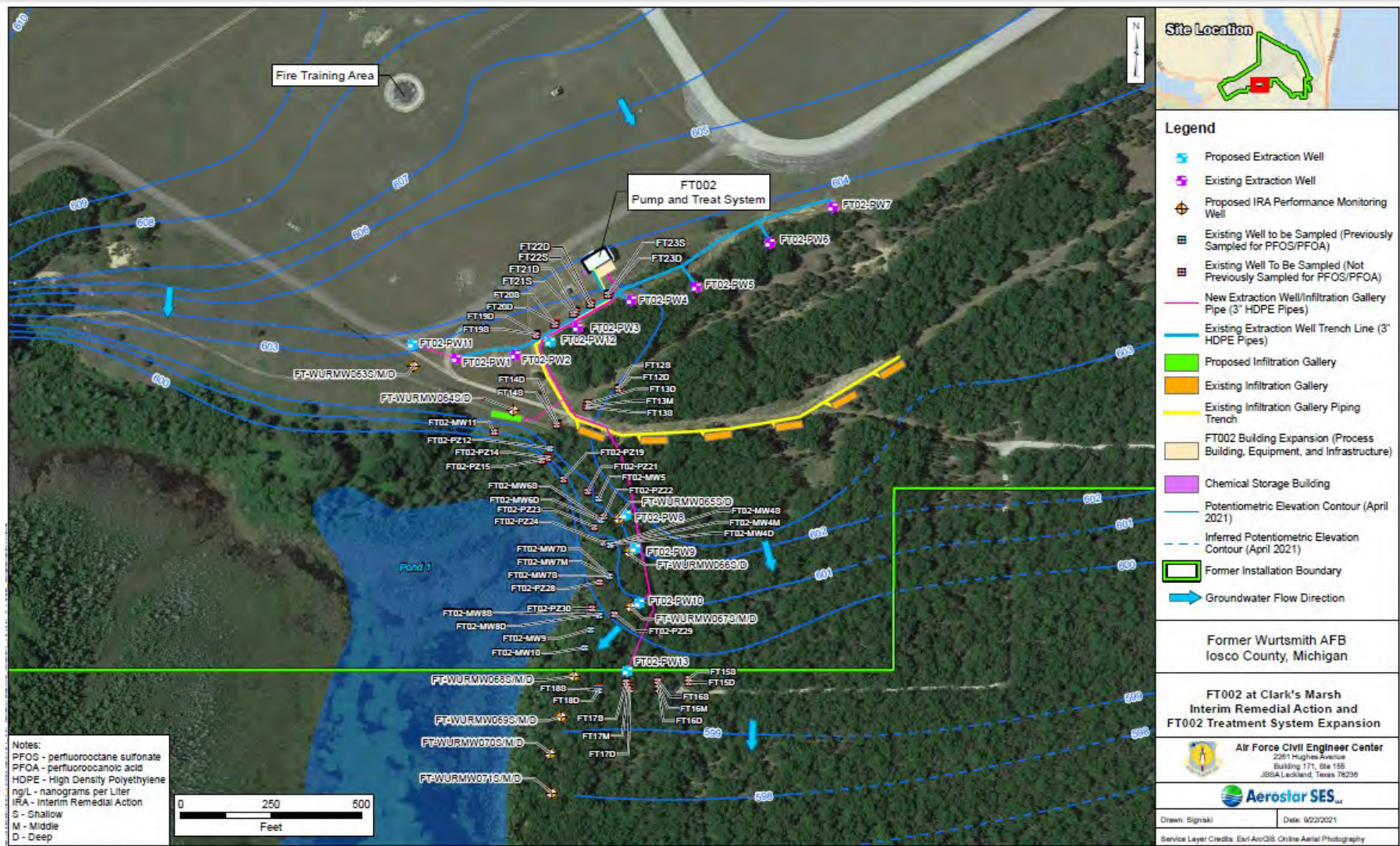
# Former Wurtsmith AFB FT002 at Clark's Marsh IRA







# Former Wurtsmith AFB FT002 at Clark's Marsh IRA





# *Former Wurtsmith AFB* **FT002 at Clark's Marsh IRA**



## ■ **The key elements of the FT002 expansion include**

- Installing 6 new groundwater extraction wells (2 on OWAA property) and one additional infiltration gallery
- Increases groundwater extraction capacity by 85 percent
- Increasing backwash capability with additional settling tanks
- Installing three 6-ft diameter media beds, each containing 5,000 lbs of GAC
- Includes pre-treatment to reduce treatment system biofouling
- Expanding the existing building for the new treatment components



# *Former Wurtsmith AFB* **FT002 at Clark's Marsh IRA**



## ■ Design Drawings (hard copy)



## **FT002 at Clark's Marsh Removal Action**

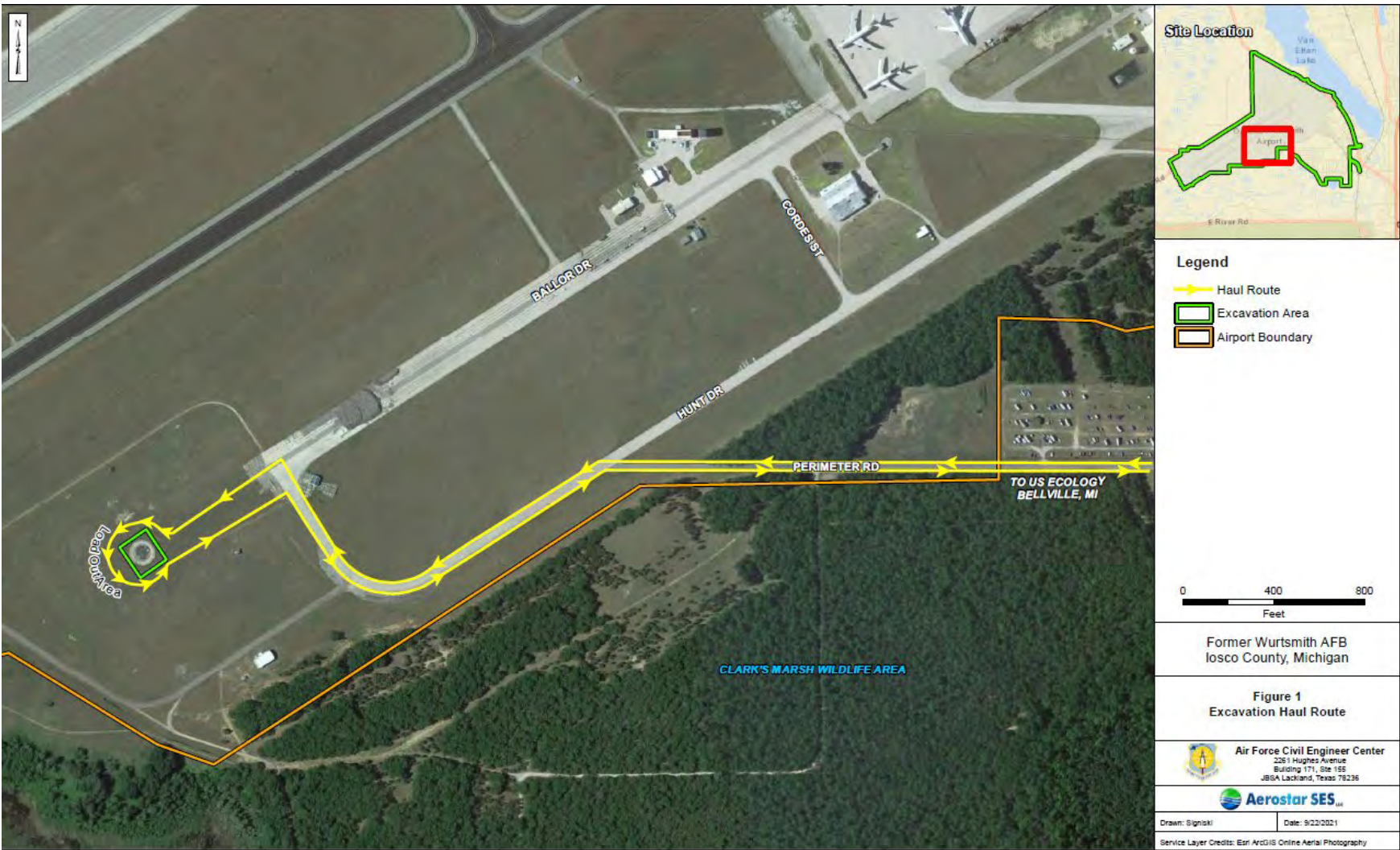
### **■ FT002 Source Area Removal Action**

- Approximately 17,000 BCY of soil will be excavated
- Soil will be transported to the US Ecology hazardous waste landfill in Belleville, MI
- Transportation by trucking
- Backfill from sources on- Air Force property and from the Schaaf borrow pit in Tawas
- Construction of an access road for truck loading entrance and exit
  - Samples of proposed base material have been collected and we are awaiting results



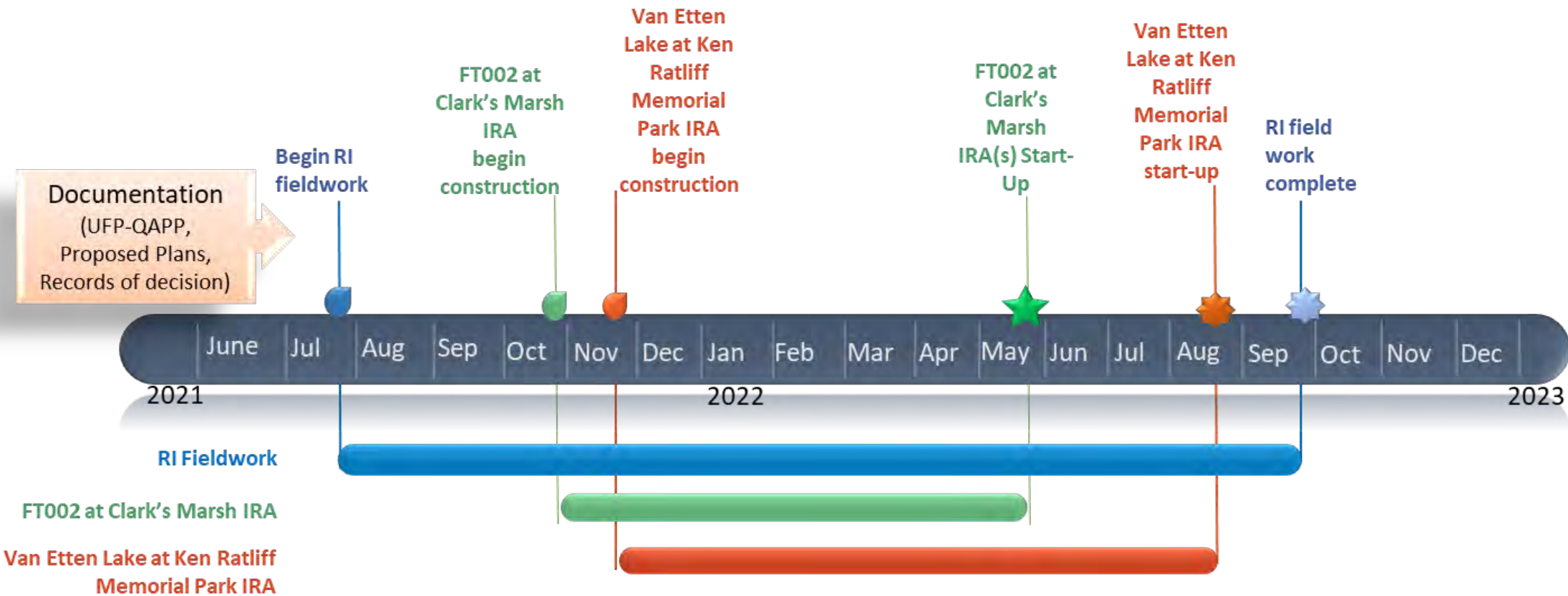


# FT002 at Clark's Marsh Removal Action





# Schedule







# *Former Wurtsmith AFB*



# Questions?

**CHARTER TOWNSHIP OF OSCODA**  
**Superintendent's Report**  
**October 11, 2021**

**ACTION ITEMS**

**ALLPAID ONLINE PAYMENT SYSTEMS –**

Your packet contains a proposal and service agreement from Allpaid to provide an online payment system to allow certain township fees to be paid online from the website. Allowing online payments is an RRC requirement. Allpaid is respected vendor in the industry and also used by Iosco County to facilitate online payments. You will note that the Township is not burdened with the cost of this service as the fees are charged to users and are quite minimal at \$2.95 flat fee for a check and 2.95% for debit/credit transactions. Two alternate scenarios were considered, through BS&A and Point and Pay and were not good options based on cost to the Township and service to the users. The Township attorney has reviewed the service contract and has no issues with it. Implementing an online payment system requires Township Board approval.

*Action: Consider approving the service agreement with Allpaid to allow the Township to offer online payments.*

**ASSESSING RFP-**

As discussed at the previous Township Board meeting, the Assessor and I got together and reviewed the previous assessing RFP. With quite a few revisions, I am presenting to you this evening, an updated RFP for assessing services so we can immediately begin trying to replace our outgoing Assessor. This RFP has also been reviewed by the Township's attorney.

*Action: I would ask that the Board consider approving the RFP as presented and give permission to go out for proposals for Assessing services.*

**AUDITOR RFP –**

At the Boards' request at the August 23<sup>rd</sup> meeting, direction was given to prepare an RFP for Auditor Services. I am presenting this tonight for your review.

*Action: I would ask that the Board give approval to send out for proposals for Auditing Services.*

**ROWE ENGINEERING CONTRACT EXTENSION –**

Your packet contains the 2017 ROWE As-Needed Engineering Agreement. The Board will note that the term of the agreement runs through the 30<sup>th</sup> day of November, 2019, with the two-year

extension approved at the November 11, 2019 Township Board meeting. I would request that the Board renew one of the two addendums presented. The first addendum provides an open-ended contract with a 60 day termination while the other plans for a two year contract with an option of a two year extension. This requires Township Board approval.

*Action: Consider approving a renewal for the Township's As-Needed Engineering Agreement with ROWE Professional Services Company.*

### **MIKA MEYERS INVOICE - AUGUST –**

Your packet contains an invoice from Mika Meyers for the month of August. Invoice No. 663577 is for professional services rendered for the Townships Sewer project. This bill is being presented to the Board for approval as it exceeds the Superintendent's spending approval.

*Action: Please consider approving Invoice No. 663577 in the amount of \$7,245.08.00 to be paid from Fund 590-000-801.000. (Professional Fees)*

### **OSCODA TOWNSHIP SOCIAL DISTRICT -**

Your packet contains documentation to consider adopting a downtown Social District: Proposed budget, Resolution (required by the State), the Operations and Maintenance Plan (required by the State) and the Social District Map (required by the State). If approved by the Board, the EIC Director will finalize the necessary documentation for the Township to submit the required documentation to the Michigan Liquor Control Commission as prescribed by the State. This action requires Township Board approval.

*Action: Consider approving the creation of a Social District for downtown Oscoda under State statute MCL 436.1551 and having the EIC Director prepare the submission to the Michigan Liquor Control Commission.*

Respectfully Submitted,



Tammy Kline

## Tammy Kline

---

**From:** Todd Dickerson  
**Sent:** Tuesday, October 5, 2021 10:07 PM  
**To:** Tammy Kline  
**Subject:** Allpaid Fees

**Importance:** High

Use this one for the packet, it has the fee info contained here.

*Todd Dickerson*

**Economic Improvement Director  
Charter Township of Oscoda  
419-309-7708**



---

**From:** Virginia Aiello <vaiello@allpaid.com>  
**Sent:** Thursday, September 23, 2021 2:02 PM  
**To:** Todd Dickerson <tdickerson@OscodaTownshipMi.gov>  
**Subject:** RE: Thank you for talking with me today!!

Sounds good! I will have it sent over ASAP. It usually takes 1-3 business days. I will reach out when it is sent just to confirm receipt. Thank you for your time and consideration! Talk with you soon.

Best Regards,

**Virginia Aiello**

Account Executive

**allpaid**

m: 262-287-7282

e: [vaiello@allpaid.com](mailto:vaiello@allpaid.com)

7820 Innovation Blvd, Ste 250

Indianapolis, IN 46278

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**From:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>

**Sent:** Thursday, September 23, 2021 1:38 PM

**To:** Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>

**Subject:** Re: Thank you for talking with me today!!

**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.

I think it sound great, but unfortunately I do not get a vote. I will need to take this to the Board but I will need your contract as additional information for the board to review and consider. Can you send that to me so I can take this to the Board for approval?

Thanks,  
Todd

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---

**From:** Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>

**Sent:** Thursday, September 23, 2021 11:51:55 AM

**To:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>

**Subject:** Thank you for talking with me today!!

Hello Todd,

Just wanted to reach out and let you know that I have received approval to give your township a 2.65% fee for debit/credit card payments and a flat \$2.95 for echeck. Please let me know if you approve of this fee and I will have an agreement sent over for you to review. I am always available if you have any questions. I look forward to earning your business!

Best Regards,

**Virginia Aiello**

Account Executive



m: 262-287-7282

e: [vaiello@allpaid.com](mailto:vaiello@allpaid.com)

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---

**From:** Virginia Aiello

**Sent:** Friday, September 17, 2021 11:46 AM

**To:** 'Todd Dickerson' <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>

**Subject:** RE: Thank you for talking with me today!!

About 2 weeks

---

**From:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>

**Sent:** Friday, September 17, 2021 11:45 AM

**To:** Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>

**Subject:** Re: Thank you for talking with me today!!

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How long does it take to get everything live once we would make a commitment?

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---

**From:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>

**Sent:** Friday, September 17, 2021 11:44:18 AM

**To:** Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>

**Subject:** Re: Thank you for talking with me today!!

Thanks for the update.

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---

**From:** Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>  
**Sent:** Friday, September 17, 2021 11:22:11 AM  
**To:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>  
**Subject:** RE: Thank you for talking with me today!!

Good Morning Todd,

Thank you so much for the information. I am waiting to hear back from finance on an approved fee. I will reach out to you next week to present that fee. I look forward to talking with you more! Have a great weekend!

Best Regards,

**Virginia Aiello**  
Account Executive



m: 262-287-7282

e: [vaiello@allpaid.com](mailto:vaiello@allpaid.com)

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Indianapolis, IN 46278

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**From:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>  
**Sent:** Thursday, September 9, 2021 10:49 AM

To: Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>

Subject: RE: Thank you for talking with me today!!

**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.

Virginia – The Township responses are below in Red. Thanks for responding to our needs.

*Todd Dickerson*

**Economic Improvement Director  
Charter Township of Oscoda  
419-309-7708**



---

**From:** Virginia Aiello <[vaiello@allpaid.com](mailto:vaiello@allpaid.com)>

**Sent:** Wednesday, September 1, 2021 4:55 PM

**To:** Todd Dickerson <[tdickerson@OscodaTownshipMi.gov](mailto:tdickerson@OscodaTownshipMi.gov)>

**Subject:** Thank you for talking with me today!!

Hi Todd,

Pleasure talking with you today. Here is a brief summary of what how things work at AllPaid.

AllPaid works specifically with government agencies to provide more efficient payment processing. Set-up is simple and does not require a lot of your time. You can be ready to accept debit/credit card payments in as little as 30 days after we receive the signed agreement! You are able to withdraw at any time with a 30 day written notice.

AllPaid holds the highest rating available for PCI compliance, so your customer's information is always safe. We do not store debit/credit card numbers in our system... all debit/credit card payments are processed in real-time. Your customers will pay a small fee and will always see the fee charged before continuing with the payment.

We will send you all equipment in the mail and will train you via webinar to take payments both in office and online. We provide links for placement on your website or your constituents can go directly to our website to make their payment. Our card readers plug into the USB port on any computer and do not need any extra software installation.

Marketing material will be provided at NO CHARGE. We will also give you with a fill-in-the-blank press release to let your customers know you will be accepting debit/credit card payments. Many agencies use this to post on their website or give to the local newspaper to get word out.

I have attached a PowerPoint presentation to this email for your review. Please do not hesitate to reach out to me with any questions you may have. Thank you for answering the questions below. I appreciate the information. We use those number to calculate a fee your constituents would pay. I will reach out in 1-3 business days to propose that rate. I look forward to earning your business!!

How many water customers do you have? What is your average revenue for all water payments?

We average 3,550 water customers per month for a total of \$182,000, ave = \$51.26 per bill.



How many real estate parcels do you have? What is your total tax roll per year? How many times do you collect?

**Total of 8,664 taxable parcels for annual tax revenues of \$1,337,236. Collected twice a year.**

What is your average revenue for all miscellaneous payments per year?

**This would primarily be a function of zoning fees, etc. \$15,000. Maybe it goes higher, hard to know.**

Best Regards,

**Virginia Aiello**

Account Executive



m: 262-287-7282

e: [vaiello@allpaid.com](mailto:vaiello@allpaid.com)

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Indianapolis, IN 46278

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# Electronic Banking Worksheet

Complete the following for each payment type:

**Agency Name/State:**

---

**Agency Contact Name:**

---

**Federal Employer Identification Number:**

---

**Bank Name:**

---

**\*Bank ABA (routing) #:**

---

**Bank Contact Name:**

---

**Bank Contact Phone #:**

---

**\*Account Name:**

---

**\*Account #:**

---

**\*Account Type** (checking or savings):

---

**\* A letter from your bank with electronic payment instructions is required to set-up your account.**





### eCheck Services Rider

This eCheck Services Rider (“eCheck Rider”) establishes terms and conditions that govern the processing of payments made via Automated Clearinghouse (“ACH”) transfer, also known as electronic check (“eCheck”) to the undersigned entity (“eCheck Recipient”) that has entered into one or more agreement(s) in the form of a Participation Agreement, a Merchant Agreement, or both with AllPaid, Inc. (“AllPaid”) for payment processing services described in such agreement(s) (singularly, the “AllPaid Agreement” or collectively, the “AllPaid Agreement(s)”).

1. Effectiveness. The effectiveness of this eCheck Rider is conditioned upon at least one standard form AllPaid Agreement(s) being in effect between eCheck Recipient and AllPaid. This eCheck Rider shall terminate at such time as there is no AllPaid Agreement in effect between eCheck Recipient and AllPaid. The terms of this eCheck Rider are in addition to and not in substitution for any terms and conditions of the AllPaid Agreement(s) which shall continue in full force and effect and apply to the eCheck services provided by or through AllPaid under this eCheck Rider. In the event of any conflict between the terms of the AllPaid Agreement(s) and the terms of this eCheck Rider, the terms of this eCheck Rider shall control. Capitalized terms used but not defined herein shall have the meaning given to them in the AllPaid Agreement(s).
2. Payment Processing. AllPaid obtains eCheck Services from the payments provider designated on Attachment “A” to this eCheck Rider (“Processor”). AllPaid will make available eCheck payment processing services (“eCheck Services”) to individuals and organizations that desire to pay obligations to eCheck Recipient via ACH transfers (singularly, the “Payer” or collectively, the “Payers”) as an additional service AllPaid provides to eCheck Recipient under the AllPaid Agreement(s).
3. eCheck Services. AllPaid shall make eCheck Services available to eCheck Recipient’s Payers through the AllPaid payment website. The eCheck Services are as more specifically described in Attachment “B” to this eCheck Rider. AllPaid shall not be obligated to provide the eCheck Services if Processor ceases to provide such services to AllPaid for any reason. All Payer use of the eCheck Services shall be subject to AllPaid’s terms of use displayed on the AllPaid website.
4. Documentation. Use of the eCheck Service shall also be subject to any user manuals and documentation AllPaid provides to eCheck Recipient. Availability of eCheck Services to eCheck Recipient’s Payers is further conditioned on eCheck Recipient’s completion of forms and authorization’s AllPaid provides to eCheck Recipient that are required by AllPaid for establishing and operating the eCheck Services.
5. Fees. Service Fees for eCheck Services shall be as stated in Attachment “C” to this eCheck Services Rider. Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in the AllPaid Agreement(s). For any Service Fees Participant elects to pay, AllPaid will debit Participant’s account for Participant’s share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility. Service Fees include all costs of providing the eCheck Services. AllPaid may modify Service Fees to the greatest extent allowed by the AllPaid Agreement(s).
6. Limited Agency. For avoidance of doubt, Recipient and AllPaid agree that AllPaid is to act as Recipient’s agent for the limited purpose of receiving payments from Payers on Recipient’s behalf and Recipient expressly authorizes AllPaid to act as its agent for the receipt of Payer funds including but not limited to those payments described in the AllPaid Agreements and in this eCheck Rider. Payment from the Payer to AllPaid by use of AllPaid’s payment processing services shall be considered payment to Recipient, extinguishing the Payer’s payment obligation to Recipient (in the amount paid by the Payer) as if the Payer had paid Recipient directly, subject to any right Recipient has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Recipient for Payer funds if AllPaid fails to remit funds to Recipient from Payers using AllPaid’s services and AllPaid accepts such appointment subject to any conditions and limitations in in the AllPaid Agreement(s).



7. Effect of Payment. Recipient and AllPaid agree that AllPaid is to act as Recipient's agent for the limited purpose of receiving payments from Payers on Recipient's behalf and Recipient expressly authorizes AllPaid to act as its agent for the receipt of Payer funds including but not limited to those payments described in the AllPaid Agreements and in this eCheck Rider. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Recipient, extinguishing the Payer's payment obligation to Recipient (in the amount paid by the Payer) as if the Payer had paid Recipient directly, subject to any right Recipient has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Recipient for Payer funds if AllPaid fails to remit funds to Recipient from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in the AllPaid Agreement(s).
8. Reversal or Rejection. Notwithstanding section 7, if an ACH transfer funding a Payer's eCheck payment is (i) reversed by Payer; or (ii) rejected by Payer's bank due to lack of sufficient funds ("NSF"), such obligation shall be deemed unpaid and due or owing to eCheck Recipient solely and exclusively by Payer in addition to any other costs and penalties eCheck Recipient imposes or seeks to impose upon Payer. For any reversed or rejected payment, AllPaid will debit Recipient's account for the amount of the payment plus the Service Fee in accordance with the terms of the debit authorization form provided as Attachment "D" hereto. Recipient must complete, sign, and return Attachment "D" with this eCheck Rider.
9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE ALLPAID AGREEMENT(S) RELATING TO THE PERFORMANCE OF SERVICES UNDER THE ALLPAID AGREEMENT(S) SHALL APPLY WITH EQUAL EFFECT TO THE ECHECK SERVICES. ALLPAID DOES NOT GUARANTEE THAT ECHECK SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED AND DOES NOT GUARANTEE ECHECK PAYMENTS AGAINST PAYER STOPS, REVERSALS, OR NSF STATUS. ALLPAID WILL NOT REINITIATE AN ECHECK TRANSACTION THAT HAS BEEN DENIED DUE TO A "PAYMENT STOPPED" OR NSF NOTICE. ALLPAID HAS NO OBLIGATION TO NOTIFY PAYERS IF ECHECK RECIPIENT REJECTS PAYER'S ECHECK PAYMENT ATTEMPT. ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL.**
10. Compliance. eCheck Recipient shall only use the eCheck Services for legal purposes and shall not use the eCheck Services in any way that violates laws, ordinances, or regulations applicable to eCheck Recipient. eCheck Recipient will reasonably cooperate with AllPaid and Processor in good faith to minimize potential illegal use of the eCheck Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse.
11. Execution. This eCheck Rider may be executed contemporaneously with the AllPaid Agreement(s) or as a supplement to one or more pre-existing AllPaid Agreement(s) between eCheck Recipient and AllPaid. This eCheck Rider may be executed in counterparts. Each counterpart is an original, but together constitute one and the same instrument. The exchange of copies of this signed eCheck Rider signature page by facsimile or electronically imaged transmission shall constitute effective execution and delivery of this eCheck Rider and may be used in lieu of the original eCheck Rider for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this eCheck Rider by their duly authorized representatives or agents as of the date written below.

**CHARTER TOWNSHIP OF OSCODA**

**ALLPAID, INC. ALLPAID**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Todd Dickerson

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## **ATTACHMENT “A” – PROCESSOR**

Vantiv, LLC n/k/a “Worldpay” (“Worldpay”) under a Payment Facilitator Merchant Agreement between and among AllPaid, Worldpay, and Fifth Third Bank, an Ohio banking corporation “Member Bank” effective September 28, 2016 (the identity of the Member Bank may change from time to time but any successor Member Bank shall be a member of VISA, MasterCard and/or other card and payment networks, as the case may be, that will provide sponsorship services in connection with the Payment Facilitator Merchant Agreement).





## **ATTACHMENT “B” – ECHECK SERVICES**

The eCheck Services shall be available to Payers through the AllPaid website and implemented at no cost to the eCheck Recipient. Specific services include the following:

- Presentment of Payer eCheck transaction request via the AllPaid payment website to Processor for authorization and, if authorized, debiting of funds from the Payer’s indicated account
- Electronic settlement of funds debited from Payer’s account by Processor to eCheck Recipient’s indicated account via AllPaid’s standard settlement process
- Payers may place eCheck transaction requests via toll-free call to AllPaid for entry to the AllPaid website by a AllPaid customer service representative
- Real-time updates of payment status and notification to eCheck Recipient of payments processed
- Pre-notification (non-monetary) transactions to confirm Payer information accuracy
- Verification of information for U.S. accounts through a third-party service
- Payer account information update in response to change notifications
- eCheck Recipient to accept or reject each eCheck payment
- Processing for returned eCheck items
- Transaction reporting and analytics
- Training and support



## **ATTACHMENT “C” – SERVICE FEES**

***ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL***

***ALL SERVICE FEES ARE NON-REFUNDABLE***

### **Service Fee Schedule for eCheck Payments**

**\$2.95 per item**

### **Premium Assistance Fee for All Payments Via Call Center**

Add \$2.50 to each fee amount for use of operator assistance.



## ATTACHMENT "D" – DEBIT AUTHORIZATION

The undersigned has entered into one or more agreement(s) with AllPaid, Inc. dba AllPaid ("AllPaid") and has provided written instructions or acknowledgements to AllPaid ("Documentation") with respect to amounts that may be due and owing to AllPaid comprised of reversed or rejected eCheck payment(s) plus the related service fee(s) collected by AllPaid on behalf of the undersigned ("Obligations") to electronically debit our account and, if necessary, to electronically credit our account to correct erroneous debits, as follows:

Our \_\_\_ Checking Account, or \_\_\_ Savings Account (select one) held at the depository financial institution ("Depository") as specified below

Depository Name \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

We agree that transactions we authorize by this Authorization comply with all applicable laws. Debits will equal the value of Obligations during the period between debits to our account as per the Documentation and may not occur more frequently than once weekly. This authorization will remain in full force and effect until we cancel it by providing AllPaid with at least 45 days' prior written notice at the below address or facsimile number:

AllPaid, Inc.  
Attention: Finance Department  
7820 Innovation Boulevard, Suite 250  
Indianapolis, IN 46278-2729  
Fax: (888) 665-4755

This Authorization has been executed by an individual authorized to do so on our behalf. An executed facsimile, scanned, or other electronic version of this Authorization transmitted electronically and the signature(s) thereto shall be deemed the original signature(s) for purposes of this Authorization, with the same legal effect as an original signature, in accordance with federal law and may be relied upon by Depository. We have executed this Authorization through the below authorized individual(s):

Printed Name(s): Todd Dickerson \_\_\_\_\_

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

Signature(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

## MERCHANT AGREEMENT

This Merchant Agreement (“Agreement”) is by, between and among:

CHARTER TOWNSHIP OF OSCODA  
110 SOUTH STATE STREET  
OSCODA, MI 48750

referred to herein as “Merchant”; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter “Worldpay”); and AllPaid, Inc., a Delaware corporation having a principal place of business at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 (“AllPaid”).

**WHEREAS**, AllPaid provides the “AllPaid Payment Network,” consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a “Payer” and collectively, “Payers”) for transmission to such entities, and Merchant, in order to improve Merchant’s services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

**WHEREAS**, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the “Payment Type Organizations” or “PTOs”) require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations (“PTO Rules”) as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant’s behalf; and

**WHEREAS**, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant’s obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

### 1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

### 2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant’s acceptance of Payers’ payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry (“PCI”) Security Standards Council including PCI Data Security Standards (“DSS”) are also applicable to Merchant’s acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

- 2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.
- 2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.
- 2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

### **3. AllPaid Obligations; Agency Appointment and Effect**

AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

- 3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.
- 3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.
- 3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.
- 3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.
- 3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.
- 3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a Payer initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the Payer from a AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust



service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

- 3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.
- 3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.
- 3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

#### **4. Merchant Obligations**

Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.
- 4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.
- 4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment to refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.
- 4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.

- 4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

## **5. Term and Termination**

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.
- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.
- 5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

## **6. AllPaid and Worldpay Representations and Warranties**

Each of Worldpay and AllPaid represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

## **7. Merchant Representations and Warranties**

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

## **8. Notices**

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

## **9. Disclaimers and Limitation of Liability**

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts

AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Payer's payment to Merchant.

- 9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.
- 9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

## 10. Publicity

AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

## 11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

## 12. Miscellaneous Terms and Conditions

- 12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "A" to this Addendum apply to transactions using cards issued by American Express.
- 12.2 Assignment. This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.

- 12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.
- 12.4 Governing Law. This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.
- 12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.
- 12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

**CHARTER TOWNSHIP OF OSCODA**

**ALLPAID, INC.**

By: \_\_\_\_\_

Printed Name: Todd Dickerson

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## ATTACHMENT “A” – SERVICE FEES AVAILABLE

***ALL SERVICE FEES ARE NON-REFUNDABLE***

Service Fee Schedule for Tax and Utility Payments Via Web or Gov\$wipe®	
<b>2.65%</b> <i>Minimum Fee = \$1.00</i>	
Service Fee Schedule for Administrative & Civil Payments Via Web or Gov\$wipe®	
<b>2.65%</b> <i>Minimum Fee = \$1.00</i>	

Premium Assistance Fee for All Payments Via Call Center	
Add \$2.50 to each fee amount for use of operator assistance.	Add \$1.50 to each fee amount for use of Integrated Response Unit.



## ATTACHMENT “B” – ADDITIONAL SERVICES

### General Service Terms

Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, “**in writing**” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

### Service Fees

Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

### Service Models

AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of selected services. By

electing to utilize such services, Merchant agrees to the following:

**Gov\$wipe:** If Merchant selects *Gov\$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology (“Firmware”). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid’s option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid’s expense and by such method as AllPaid specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

**ConnexYourGov:** If Merchant elects to utilize AllPaid’s *ConnexYourGov* solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires AllPaid to use. All Images that participating Merchants deliver to AllPaid become

subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

### **Security**

If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any interfaces AllPaid establishes shall be based on specifications Merchant and AllPaid mutually develop. Merchant is responsible for advising AllPaid of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with AllPaid may receive Payer information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID.**

*Gov\$wipe* card readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov\$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

### **American Express® Card Acceptance**

**1. American Express Compliance.** Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

**2. Processing Restrictions.** Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

**3. Third Party Beneficiary Rights.** a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

**4. American Express Liability.** MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.



**CHARTER TOWNSHIP OF  
OSCODA**

**REQUEST FOR QUALIFICATIONS  
AND PROPOSALS**

**ASSESSING SERVICES**

The Charter Township of Oscoda will receive Request for Qualifications proposals for Assessing Services according to the following specifications. Proposal packages are available at the Office of the Township Superintendent.

Proposals will be received until 12:00 P.M. (Noon) prevailing Eastern Time, Friday, November 5, 2021. Proposals shall be addressed as follows:

**CHARTER TOWNSHIP OF OSCODA  
TOWNSHIP CLERK'S OFFICE  
110 South State Street  
Oscoda, MI 48750**

All proposals must be signed by a legally authorized agent of the proposing firm.

**ENVELOPES/SHIPPING BOXES MUST BE PLAINLY MARKED:**

**"ASSESSING SERVICES – PROPOSAL"**

**AND MUST BEAR THE NAME OF THE PROPOSER.**

The Township reserves the right to accept any or all proposals, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Oscoda. Therefore, by requesting to propose, each potential respondent shall thereby be considered to have agreed to the foregoing, as well as all other conditions, information and statements in this request for qualifications and any documents requested pursuant to this request for qualifications.

Tammy Kline  
Township Superintendent

Notice dated: October 12, 2021

**CHARTER TOWNSHIP OF  
OSCODA**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**ASSESSING SERVICES**

**IMPORTANT DATES:**

RFQ Issue Date	October 12, 2021
Last Date for Questions	October 27, 2021
Response Due Date	Friday, November 5, 2021 by 12:00 P.M. (Noon)
Tentative Interview Date	YTBD (if applicable)

**PART 1      GENERAL INSTRUCTIONS**

Qualified assessing firms are invited to submit qualifications to the Charter Township of Oscoda for Assessing Services.

To be considered by the Township, one (1) UNBOUND original, nine (9) copies of the proposal must be received by the date and time specified. Late submittals will not be considered.

Submitted copies become the property of the Township and shall not be returned.

The Charter Township of Oscoda shall not be responsible for any cost associated with the preparation of a response to this RFQ. Firms are encouraged to provide the minimum amount of information necessary to address the RFQ.

Anticipated service agreement will be for two year (2) year duration with the option to extend the agreement for an additional two (2) years at the Township's discretion.

**PART 2      COMMUNITY / POSITION HISTORY**

Oscoda is a full service Township of approximately 7,000 people located on the shore of Lake Huron in Northeast Michigan. Oscoda is home to the former Wurtsmith Air Force Base and as such, has invested significant effort in the base reuse process since 1993. Oscoda is a Charter Township under Michigan State Law. The Township Board, which governs the Township, is made up of a Supervisor, Clerk, Treasurer and four Trustee members; each have one vote on the Township Board and each serve four year concurrent terms. The Township Superintendent reports to the Township Board and is responsible for managing the day to day operations of the Township.

The Township employs approximately 15 full time, 3 part time and 30 seasonal employees.

Police protection is provided by 12 licensed peace officers and fire protection is provided by 28 volunteer firefighters. Unionized employees are represented by one (1) separate bargaining unit.

The total 2021 budget for the Township is \$14,633,294, with the General fund budget at \$3,218,334. The Assessor's office is currently operated on a contract basis with working hours Monday through Friday from 8 AM to 5 PM. The operation employs three full-time employees:

Assessor MAAO (Level III) full-time/40 Hours per week

Appraiser MCAO (Level II) full-time/40 Hours per week

Description Clerk (no certification) /40 Hours per week

The Township has a mix of agricultural, commercial, industrial, residential and developmental properties which are shown on the attached tax roll summary statement identified as Exhibit 1. These classifications include subsidized housing; two (2) golf courses; four (4) consumers energy hydroelectric dams and a substantial amount of lakefront property, with a total of 9,281 parcels.

The Township is also the home of the former Wurtsmith Air Force Base which results in a large number of concentrated parcels utilized for a variety of purposes resulting from the civilian conversion process. There are a significant number of buildings related to aviation operations including ten (10) aircraft maintenance hangers and two (2) jet engine test cells. The Township, in conjunction with the Oscoda Wurtsmith Airport Authority, has created a Local Development Finance Authority on the former base to capture revenue primarily for maintaining airport operations. The LDFA has a captured assessed value of \$9,702,220 and includes 139 parcels.

Oscoda Township maintains file cards for each real parcel within the Township. This information includes dimensions of the parcel and any structure that is pertinent to assessment administration. The Township utilizes BS&A software to administer the assessment function on behalf of its citizenry.

The Township requires that the Contractor have experience with the following items in a community of comparable size: special assessment rolls, personal property tax statements, tax increment finance districts, and various industrial and commercial tax abatements.

### **PART 3 STATEMENT OF QUALIFICATIONS**

The Charter Township of Oscoda is requesting proposals from qualified firms for complete contract operation of the Assessor's office. Prospective proponents must demonstrate their capabilities and experience by addressing the following areas:

1. Submit complete proposals based upon the sample contract attached as Exhibit 2 and



this request for qualifications and proposals.

2. Submit a list of current municipal clients and services provided to each jurisdiction.
3. Submit a list of at least three municipal references from the above referenced list including telephone numbers.
4. Submit resumes of persons who will fulfill contact obligations including relevant work history.
5. Indicate how the Charter Township of Oscoda Assessor's Office will be operated, by whom and with what technical backgrounds, include evidence of ability to comply with State Tax Commission requirements for assessment administration.
6. Provide a date of proposed contract initiation.
7. Provide at the Township's request, a performance bond for the value of the first year of the proposed contract.
8. Discuss any other topics or areas that are relevant to the firms' qualifications.

#### **Part 4        Scope of Service**

The scope of services contained in the proposal shall provide for total contract operation and will include, but is not limited to, the following:

1. Manage all staff for the administration and operation of the Township Assessor's Office.
2. Assume responsibility for all reports, notices and permits required by the Federal, State and local agencies including provision of regular informational reports to the Township.
3. Assume all costs for any fines or penalties levied against the Township for improper administration and operation of the Township Assessor's Office.
4. Maintain the current high standard of physical appearance of the Assessor's Office.
5. Serve as the Townships liaison and representative in all matters related to administration and operation of the Assessor's Office including regulatory agencies and local governments.
6. Provide additional management, technical, administrative and other professional services to augment Assessors Office personnel when required.
7. Review building permits and update property records as necessary.
8. Prepare and certify of the annual assessment roll.
9. Complete personal property statements.
10. Attend all Board of Review sessions.
11. Provide the services of a State of Michigan certified MAAO (level III) assessor in the Township Hall at a minimum of four (4) hours per day, five (5) days per week on average. Be available at other times by appointment.
12. Complete special projects as assigned by the Township Superintendent.
13. Use best efforts to complete site inspection and reappraisal of at least twenty percent (20%) of the parcels within the township each year.
14. Answer inquiries from the public and address pertinent issues in a timely and responsive manner.
15. Analyze sales data to update ECF's, locally derived costs and land values annually.
16. Maintain and or develop land value maps as appropriate. Maintain front foot values for

- platted, residential, commercial and industrial parcels.
17. Provide all files, computer generated or otherwise, created in the performance of this agreement upon termination of the agreement
  18. Provide copies of pertinent communications generated in the performance of the Assessor's duties to the Township on a regular basis.
  19. Prepare annual assessments for each parcel using appropriate appraisal and valuation methods as approved by the State Tax Commission.
  20. Add new construction and remove all losses from the assessment roll annually.
  21. Defend all assessments and provide necessary support/documentation in Michigan Tax Tribunal proceedings.
  22. Provide any other service or activity which would normally be accomplished in performing assessment administration in a professional manner.
  23. Enter data into the "BS&A" computer software program for all parcels in the Township as necessary to maintain accurate and complete records and assessments.
  24. Enter data into "Apex" computer software program to produce drawings as necessary to maintain accurate and complete records and assessments.
  25. Provide all staff for the operation, administration and management of the Assessor's office.
  26. Maintain regular office hours, five days per week eight hours per day, as mutually agreed by the parties.
  27. Provide for insurance coverage for general and public liability, property damage, workmen's compensation insurance per requirements of the State of Michigan and professional liabilities errors and omissions. The Charter Township of Oscoda is to be named as an additional insured on all policies and granted indemnification by the proponent from any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the proponent or its officers agents and employees.

At a minimum, the following type of insurance will be provided in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Professional Errors & Omissions	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Automobile Bodily Injury	\$1,000,000 each person
General Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

Any deviation from the insurance coverage set forth above must be expressly

approved by the Township in writing.

## **Part 5 OTHER**

- a. Provide any other information necessary to fully describe services and qualifications (not to exceed 10 pages). The total number of pages in the submittal shall not exceed forty (40). Economy of preparation and brevity are encouraged.
- b. Discuss in detail what activities/items the Township will be responsible for under your proposal.
- c. Provide the name of the firms' chief administrative representative, the address of the main office and the name and address of the person(s) directly responsible for contract administration.
- d. Provide a cost proposal utilizing the attached proposal forms including the signature of a person authorized to legally bind the proponent.

## **Part 6 REVIEW PROCESS**

The Charter Township of Oscoda reserves the right to reject any or all submittals. The Township may request one or more firms to provide a more detailed proposal. This is not a bidding process.

## **Part 7 EVALUATION CRITERIA**

The following will be considered in the selection of a consultant:

- a. Relevant Experience
- b. Qualifications
- c. Understanding of Township Needs and Issues and familiarity with the Charter Township of Oscoda
- d. Team compatibility, including ability of contractor to work with Township staff and elected officials based on references and other supporting information.
- e. The professional reputation of the contractor and their employees.
- f. Cost of service as set forth on proposal form.

## **Part 8 CONFLICT OF INTEREST STATEMENT**

- a. Indicate whether your company currently contracts with, or has contracted with in the past, any client whereby that relationship may conflict with your ability to provide assessing services to the Charter Township of Oscoda.
- b. Indicate whether you currently contract with any other local units of government having jurisdiction within, or contiguous to the Charter Township of Oscoda.
- c. Indicate what procedures your company would utilize to identify and resolve conflicts of interest.

## **SELECTION PROCESS/PROPOSAL EVALUATION & CONTRACT AWARD**

The Township intends to award a contract to the proponent(s) best qualified to perform the work for the Township; experience, qualifications, cost of service and other factors considered. The Charter Township of Oscoda reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents. In submitting this proposal it is understood that the Charter Township of Oscoda will require a successful proponent to enter into a contract document which must be approved and authorized by the Township Board of Trustees. A contract will be developed based in part on the information in the Request for Proposal, which will be incorporated into the contract by reference. The contract is expected to be in a form very similar to the attached Exhibit 1.

Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the Township to rescind acceptance of any proposal after it has been accepted, but before the Township has taken action to authorize the contract to be signed. The Township Board reserves the right to rescind its acceptance of any proposal at any time until such time that the Township Board acts legislatively to accept a proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the Township Board has so acted and the contract is signed by the authorized individuals.

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Tammy Kline  
Township Superintendent

Proposal Form  
Charter Township of Oscoda  
Contract Assessment  
Proposed Annual Lump Sum Breakdown

A. Jan 2022 – March 2023	\$ _____
B. April 2023 – March 2024	\$ _____
C. April 2024 – March 2025	\$ _____
D. April 2025 – March 2026	\$ _____
E. Total – 51 Months (Jan 2022 – April 2024)	\$ _____
F. Additional Cost Per New Parcel (if applicable)	\$ _____

In submitting this proposal it is understood that the Charter Township of Oscoda reserves the right to reject any and all proposals, to waive irregularities and/or informalities in any proposal, to negotiate modifications in any proposal and to make an award in any manner, consistent with law, deemed to be in the best interest of the Township.

This proposal is to remain firm for a minimum of ninety (90) days.

In submitting this proposal it is understood that the Charter Township of Oscoda will require a successful proponent to enter into a contract document with Township which must be approved and authorized by the Oscoda Charter Township Board of Trustees.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Name of Proponent: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Charter Township of Oscoda  
REQUEST FOR QUALIFICATIONS  
AND PROPOSALS  
ASSESSING SERVICES**

**Proposal Information is available at the Township Hall  
110 S. State St.  
Oscoda, MI 48750  
989-739-3211**





# Charter Township of Oscoda

110 S. State St., Suite 1, Oscoda, Michigan 48750

Office: (989)739-3211 Fax: (989)739-3344

[www.oscodatownshipmi.gov](http://www.oscodatownshipmi.gov)

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RFP

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES

ISSUED: OCTOBER 12, 2021

**CHARTER TOWNSHIP OF OSCODA**  
**REQUEST FOR PROPOSALS**  
**PROFESSIONAL AUDITING SERVICES**  
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## **I. INTRODUCTION**

### **A. General Information**

The Charter Township of Oscoda is soliciting proposals from qualified firms of certified public accountants to audit financial statements for the Charter Township of Oscoda. This audit is to be performed in accordance with generally accepted auditing standards and the provisions of the federal Single Audit Act of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of the States, Local Governments, and Non-Profit Organizations.

There is no expressed or implied obligation for the Charter Township of Oscoda to reimburse responding firms for any expenses incurred in the preparing of proposals in response to this request

To be considered, an UNBOUND ORIGINAL and three (3) copies of the PROPOSAL in a SEALED ENVELOPE must be received no later than 10:00 A.M. on November 9, 2020. Proposals should be addressed to

**CHARTER TOWNSHIP OF OSCODA  
Clerk's Office  
110 S. State Street, Suite 1  
Oscoda, MI 48750**

Envelope should be marked with the name of the submitting firm and **"RFP: Professional Auditing Services"**. Faxed or emailed proposals shall not be accepted. The Charter Township of Oscoda reserves the right to reject any or all proposals submitted.

During the evaluation process, the Charter Township of Oscoda reserves the right, where it may serve the Charter Township of Oscoda's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Charter Township of Oscoda, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Charter Township of Oscoda reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request For Proposals, unless exceptions are clearly and specifically noted in the proposal submitted and confirmed in the contract between the Charter Township of Oscoda and the firm selected.

## **B. Tentative Schedule**

**ISSUE RFP: 10/11/21**  
**QUESTIONS DUE: 10/18/21 @ 3:00 P.M.**  
**PROPOSAL DUE: 11/18/21 @ 3:00 P.M.**  
**BID OPENING: 11/18/21 @ 4:00 P.M.**  
**PROPOSALS EVALUATED: 11/19/21 – 11/22/21**  
**BOARD AWARD: 11/22/21**

## **C. Term of Engagement**

A three (3) year contract is contemplated with the option to renew for two (2) additional years.

## **D. RFP Distribution/ Addenda**

The Charter Township of Oscoda will make the RFP available on their website. Invitations to submit a Request for Proposal will be submitted to firms however, an invitation is not required to submit an RFP.

## **E. Insurance Requirements**

A certificate of insurance naming the Charter Township of Oscoda as an additional insured and meeting the requirements shown in Attachment A (Sample Agreement) must be provided to the Township by the successful proposer prior to commencement of work. A current certificate of insurance is to be on file with the Township for the entire contract period.

# **II. NATURE OF SERVICES REQUIRED**

## **A. General**

The Charter Township of Oscoda is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending December 31, 2021, 2022, and 2023, with the option to renew for 2024 and 2025.

The Charter Township of Oscoda will issue Financial Reports for the years identified above.

The Charter Township of Oscoda elected officials, along with the Superintendent, oversee the audit process. The audit partner and manager shall meet with these individuals prior to commencing the audit annually to discuss the planning and timing of the audit as well as to discuss any potential issues of which the above listed individuals are aware. The auditor shall provide regular updates to these individuals and should notify them upon knowledge of any audit issues.

## **B. Scope of Work**

State laws require an annual audit of the financial records and transactions of the Township by independent certified public accountants selected by the Township Board. In addition to meeting the requirements set forth in State law, in years in which the Single Audit Act and related OMB

Circular A-133 apply, the audit should also be designed to meet such requirements. The auditor's reports related specifically to the single audit should be issued under separate cover.

The Charter Township of Oscoda desires the auditor to express an opinion on the fair presentation of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Charter Township of Oscoda in conformity with generally accepted accounting principles. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

### **C. Auditing Standards**

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America as required and as required. Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act of 1996 and the provisions of the Uniform Guidance.

### **D. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Charter Township of Oscoda of the need to extend the retention period. The auditor will be required to make working papers available, upon request to the following parties or their designees;

- Charter Township of Oscoda
- Parties designated by the federal or state governments or by the Charter Township of Oscoda as part of an audit quality review process.
- Auditors of entities of which the Charter Township of Oscoda is sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## **III: DESCRIPTION OF THE GOVERNMENT**

### **A. Contact Person**

The auditor's principal contact with the Charter Township of Oscoda shall be the Elected Treasurer, or a designated representative, who shall provide assistance by the Charter Township of Oscoda to the auditor.



## **B. Background Information**

The Charter Township of Oscoda is located in Iosco County, Michigan. More detailed information on the Charter Township of Oscoda and its finances can be found in the December 31, 2020 Financial Report and is available upon request.

## **C. Fund Structure**

<u>Fund Type</u>	<u>Individual Funds</u>
General Fund	1
Special Revenue Funds	2
Debt Service Funds	1
Enterprise Funds	2
Fiduciary Fund (Property Tax Collection)	1

The financial report is comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The financial section also contains required supplemental information in addition to the basic financial statements.

## **D. Budgetary Basis of Accounting**

The Charter Township of Oscoda prepares its budgets on a basis consistent with generally accepted accounting principles.

# **IV: TIME REQUIREMENTS**

## **A. Date Audit May Commence**

The Charter Township of Oscoda will have all records ready for audit and all management personnel available to meet with the firm's personnel on or around the mutually agreed upon dates of the audit.

## **B. Date Final Report is Due**

A draft audit shall be presented and delivered to the full-time elected officials and the Superintendent no later than 30 days after the audit commencement date.

The Treasurer, Clerk and Superintendent shall complete their review of the draft report as expeditiously as possible. It is expected that this process should not exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Township Clerk. It is expected that this process shall be completed, and the final report delivered no more than 60 days after the commencement of the audit. It is also expected that a verbal report be presented to the Board of Trustees at a Regular Board Meeting prior to the delivery of the final report to the Clerk.

## **V: ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

### **A. Management Personnel**

Management Personnel and staff will be available during the audit to assist the firm by providing information, documentation and explanations.

### **B. Statements and Schedules Prepared by the Charter Township of Oscoda**

The Management Personnel and staff of the Charter Township of Oscoda shall prepare all supporting documents and account balance schedules that are available. The audit firm is expected to propose all GASB 34 entries.

### **C. Work Area, Telephone, Photocopying and Fax Machines**

The Charter Township of Oscoda shall provide the auditor with the reasonable workspace, desks and chairs. The auditor shall also be provided with access to one telephone line, photocopying facilities and a fax machine.

### **D. Report Preparation**

Preparation of the financial report shall be the responsibility of the auditor.

## **VI: PROPOSAL REQUIREMENTS**

### **A. General Requirements**

#### **1. Inquiries**

Inquiries concerning the RFP and the subject of the RFP shall be made in writing via email to

Jaimie McGuire, Treasurer  
treasurer@oscodatownshipmi.gov

#### **2. Submission of Proposals**

The following material is required to be received by the due date and time for a proposing firm to be considered:

- a) One (1) unbound original hard copy (may be clipped but not stapled or bound) of a, three (3) additional copies (which may be bound) to include the following:
  - i. Title Page

Title page showing the Request for Proposals' subject; the firm's name; the name, address and telephone number of a contact person, and the date of the proposal.

ii. Table of Contents / Letter of Submittal

A signed letter of transmittal briefly stating the proposers understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a period of 90 days.

iii. Detailed Technical and Fee Proposals

The detailed proposal should follow the order set forth in Section V-B of this Request for Proposals.

- b) Proposers shall submit the completed proposal to the following address and addressed as follows:

CHARTER TOWNSHIP OF OSCODA  
Township Clerk's Office  
110 S. State St., Suite 1  
Oscoda, MI 48750  
"PROFESSIONAL AUDITING SERVICES"

## **B. Technical Proposal**

### **1. General Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Charter Township of Oscoda in conformity with the requirements of this Request for Proposals. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirements.

The technical proposal should address all the points outlined in the RFP (excluding any cost information which should only be included in the fee proposal). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 2-10, must be included. They represent the criteria against which the proposal will be evaluated.

### **2. Independence**

The firm should provide an affirmative statement that it is independent of the Charter Township of Oscoda as defined by generally accepted auditing standards.

In addition, the firm shall give the Charter Township of Oscoda written notice of any professional relationships entered into during the period of this agreement that may impair independence.

### **3. License to Practice in Michigan**

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Michigan.

### **4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The firm shall comply that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Consultant shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible.

### **5. Firm Qualifications and Experience**

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The proposal should also include the estimated hours that professional staff will spend on the audit.

The firm is also required to submit a copy of the latest peer review, specifically for governmental engagements.

The firm shall disclose and provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

### **6. Partner, Supervisory and Staff Qualifications and Experience**

The firm should identify the engagement partner and manager who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Michigan. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partner and/or manager may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written notification to the Charter Township of Oscoda. The Charter Township of Oscoda retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

## **7. Similar Engagements with Other Government Entities**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours.

## **8. Specific Audit Approach**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this Request for Proposals. In developing the work plan, reference should be made to such sources of information as the Charter Township of Oscoda's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers shall be required to provide the following information on their audit approach:

- i. Proposed segmentation of the engagement
- ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement. It is important to the Township that a quality audit is performed not necessarily the fastest.
- iii. A detailed audit approach including:
  - Sample sizes and the extent to which statistical sampling is to be used in the engagement
  - Type and extent of analytical procedures to be used in the engagement
  - Approach to be taken to gain and document an understanding of the Charter Township of Oscoda's internal control structure
  - Approach to be-taken in drawing audit samples for purposes of test compliance
- iv. Approach to ensuring new accounting standards are adopted and appropriately, including assistance provided to the Charter Township of Oscoda during the implementation process.

## **9. Identification of Anticipated Potential Audit Problems.**

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Charter Township of Oscoda.

**THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE  
TECHNICAL PROPOSAL SECTION**

## **C. FEE PROPOSAL SECTION**

### **1. Total Price and Hours Breakdown**

The fee proposal should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal.

The Charter Township of Oscoda shall not be responsible for the expenses incurred in preparing and submitting the technical proposal or the fee proposal. Such costs shall not be included in the proposal.

The fee proposal should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Charter Township of Oscoda
- c. Pricing requested on Schedule of Professional Fees for the Audit
- d. Please include exactly what is included in your all-inclusive fee and what is not such as assistance with implementation of new standards, auditing of new funds, routine calls that may be more than a 15-minute question, etc.

### **2. Rates for Additional Professional Services**

If it should become necessary for the Charter Township of Oscoda to request the auditor to render any additional services to either supplement the services requested in this Request for Proposals or to perform additional work as a result of the specific recommendations included in any report issues on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Charter Township of Oscoda and the firm. Any such additional work agreed to between the Charter Township of Oscoda and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the fee proposal.

### **3. Manner of Payment**

Progress payments will be made on the basis of hours or work completed during the course of the engagement in accordance with the firm's fee proposal. Interim billings shall cover a period of not less than a calendar month.

## **IV: EVALUATION PROCEDURES**

### **A. Review of Proposals**

The Charter Township of Oscoda Board and Superintendent will review all proposals. The Board will make the final decision based on both technical criteria and fee structure.



The Charter Township of Oscoda reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

## **B. Evaluation Criteria**

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated. The following represent the principal selection criteria which will be considered during the evaluation process. The decisions and opinions of the reviewers regarding proposals evaluations are final and cannot be appealed.

### **1. Mandatory Elements**

- a. The audit firm is independent and licensed to practice in Michigan
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the Charter Township of Oscoda.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal.

### **2. Expertise and Experience**

- a. The firm's past experience and performance on comparable government engagements.
- b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

### **3. Audit Approach**

- a. Adequacy of proposed staffing plan for various segments of the engagement.
- b. Adequacy of procedures and techniques to be applied.

### **4. Price**

**C. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Charter Township of Oscoda and the firm(s) selected.

The Charter Township of Oscoda reserves the right without prejudice to reject any or all proposals.

## ATTACHMENT A

### CHARTER TOWNSHIP OF OSCODA

#### INSURANCE REQUIREMENTS

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
  - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of \$100,000 (One Hundred Thousand Dollars) each accident.
  - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 ( One Million Dollars) per occurrence combined single limit.
  - c. The Contractor shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per occurrence and/or aggregate.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior noticed to the Township.
3. It is required that all policies (except Professional Liability) shall name the Charter Township of Oscoda as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to the Charter Township of Oscoda Clerk's Office 110 S. State St. Suite 1, Oscoda, Michigan 48750 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgement of the Township render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the Township.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be constructed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The Township has the authority to vary from the specified limits as deemed necessary.

## **ADDITIONAL REQUIREMENTS**

### **Indemnity/Hold Harmless**

1. The Contractor agrees to save harmless and defend the Township against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the Township may suffer as a result of claims, demands, costs, or judgements against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the Charter Township of Oscoda, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the Charter Township of Oscoda to safeguard the property and materials used in performing this Contract. Further, the Contractor agrees to hold the Township harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

## **PROFESSIONAL SERVICES CONTRACT AGREEMENT**

This is a Contract Agreement (the "AGREEMENT"), by and between the CHARTER TOWNSHIP OF OSCODA, a Michigan Municipal Corporation, whose mailing address is 110 South State Street, Oscoda, Michigan 48750, hereinafter referred to as the "TOWNSHIP", and ROWE PROFESSIONAL SERVICES COMPANY, whose address is 2342 Industrial Street, Suite A, Grayling, Michigan 49738, hereinafter referred to as "PROFESSIONAL".

### **SCOPE OF WORK**

1. The scope of work of the PROFESSIONAL is to include, but not be limited to the following:

- Review of subdivision and land development plans as submitted to the Township for compliance with the Township Subdivision and Land Development Ordinances, as well as the Storm water and Zoning Ordinances upon request.
- Assist Township Staff in determining needed improvements to streets, sidewalks and facilities as well as providing cost estimates for maintenance and repairs; design work and preparation of specifications to be provided as needed. Note: the Iosco County Road Commission has jurisdiction over public roads in Oscoda Township.
- Assist Township Staff in determining needed improvements and estimate of costs to Township sanitary sewer collection and treatment systems; design work and preparation of specifications to be provided as needed.
- Assist Township Staff in determining needed improvements and estimated costs to Township water distribution system; design work and preparation of specifications to be provided as needed.
- Provide land surveying services when needed.
- Revise Township sanitary sewer maps, municipal water maps, and zoning maps, as needed.

- Design, bid and provide construction management services for new sanitary sewer, municipal water and other capital improvement projects including substantial building maintenance and enhancement efforts.
- Respond to various Township Board and staff needs and questions regarding the public infrastructure of the Township.
- Perform any other duties as directed by the Township Superintendent or his/her designated representative.
- Perform public improvement inspections for both public and developer installed infrastructure as needed.
- Other services as may be customarily expected of a PROFESSIONAL providing municipal engineering services.

#### TERM OF AGREEMENT

2. The term of this Agreement shall commence on the 1st day of December, 2017, and end on the 30th day of November, 2019, with the possibility of a two (2) year extension thereafter at the sole discretion of TOWNSHIP.

#### CONSIDERATION

3. PROFESSIONAL shall receive as consideration for the services as contemplated in this Agreement, the amounts as set forth in the fee schedule/cost estimates referred to in paragraph 4 below. Said fees and rates shall not increase during the initial two (2) year term of this agreement.

#### CONTRACT DOCUMENTS

4. The documents which form the basis for this contractual understanding between TOWNSHIP and PROFESSIONAL are as follows:



- A. This Contract;
- B. PROFESSIONAL's Request for Proposals dated July 31, 2017, including but not limited to the "Fee Schedule/Cost Estimates" set forth therein;
- C. TOWNSHIP's Request for Proposals dated June 26, 2017.

#### STANDARD OF PERFORMANCE

5. PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

#### INSURANCE

6. PROFESSIONAL is agreeing to assume the responsibility for the job as described above and herein, and shall maintain at a minimum the following insurance coverage:

A. Professional general liability insurance with a minimum single limit of One Million Dollars and 00/100 (\$1,000,000.00) and an aggregate limit of Two Million Dollars and 00/100 (\$2,000,000.00).

B. Workman's compensation insurance in compliance with the statutes of the State of Michigan or the state which has jurisdiction over the Consultant's employees with a minimum limit of Five Hundred Thousand Dollars and 00/100 (\$500,000.00).

C. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).

7. Before TOWNSHIP is to execute this Agreement, the PROFESSIONAL will be required to submit evidence that all required insurance policies are in effect, and that the

insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this Contract. Said insurance policies shall also name the TOWNSHIP as an additionally insured party.

#### GENERAL TERMS AND CONDITIONS

8. Indemnification by the PROFESSIONAL: The PROFESSIONAL shall indemnify, protect and hold the TOWNSHIP, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the PROFESSIONAL'S personnel or equipment. This provision shall survive the termination of this Agreement.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Binding Parties. The statements herein shall bind all heirs, successors, and assigns of both parties.

12. Survival. These conditions shall survive the completion of the PROFESSIONAL'S services on this project and the termination of services for any cause.

13. Governing Law. The services provided by this Agreement will be performed and the Agreement shall be deemed to have been made in Iosco County, Michigan. It is acknowledged that this Agreement was entered into and services are to be provided in Iosco County by both

parties hereto. The PROFESSIONAL conducts business activities in Iosco County, and has responded to an advertisement, and has submitted a bid for this work, in Iosco County. Based upon this, and to the extent possible, both parties consent to the jurisdiction of Iosco County, State of Michigan.

14. Severability. If any provision of this Agreement is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.

15. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this Agreement.

16. Incorporation of Agreements. This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

17. Assignability. Any rights provided for in this Agreement, to any party hereto, are not assignable.

18. Conflict of Documents. Any conflict between the terms of any of the contract documents shall be resolved as follows:

1. The terms of this Contract shall prevail over any other documents;
2. The Request for Proposal issued by the TOWNSHIP shall prevail over the documents submitted to TOWNSHIP.

19. Anti-Discrimination. The PROFESSIONAL shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

20. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in these contract documents render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

21. Failure of TOWNSHIP to Insist on Compliance. The failure of TOWNSHIP to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of TOWNSHIP to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

CHARTER TOWNSHIP OF OSCODA

Dated: 11 Dec 2017



By: Aaron Weed  
Its: Supervisor

Dated: 12-11-17



By: John Nordeen  
Its: Clerk

ROWE PROFESSIONAL  
SERVICES COMPANY

Dated: 11/20/2017

Rick A. Freeman, P.E.

By: Rick A. Freeman, PE  
Its: Project Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23  Brighton MI 48114-9861		<b>CONTACT NAME:</b> certs@pciaonline.com <b>PHONE (A/C, No, Ext):</b> (800) 969-4041 <b>FAX (A/C, No):</b> (800) 969-4081 <b>E-MAIL ADDRESS:</b> certs@pciaonline.com																						
<b>INSURED</b> ROWE PROFESSIONAL SERVICES COMPANY 540 S SAGINAW ST SUITE 200 FLINT MI 48502		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td colspan="2">INSURER A: The Phoenix Insurance Co</td><td>25623</td></tr><tr><td colspan="2">INSURER B: Travelers Prop Casualty of Ame</td><td>25674</td></tr><tr><td colspan="2">INSURER C: Travelers Indemnity Co</td><td>25658</td></tr><tr><td colspan="2">INSURER D: Travelers Indem. Co of America</td><td>25666</td></tr><tr><td colspan="2">INSURER E: XL Group PLC</td><td>37885</td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Phoenix Insurance Co		25623	INSURER B: Travelers Prop Casualty of Ame		25674	INSURER C: Travelers Indemnity Co		25658	INSURER D: Travelers Indem. Co of America		25666	INSURER E: XL Group PLC		37885	INSURER F:		
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INSURER F:																								

**COVERAGES****CERTIFICATE NUMBER: 17 ALL****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6805H9600861747	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> X, C, U						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						AEXTD \$
B	AUTOMOBILE LIABILITY			BA5C42450317GRP	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							NONOWNED/HIRED \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP5C4944251747	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XV2HUB3994T61117	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			DPR9909523	1/1/2017	1/1/2018	Per Claim 2,000,000
	Errors & Omissions						Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As-needed design engineering, construction engineering, and land surveying services for the Charter Township of Oscoda, Michigan.

**CERTIFICATE HOLDER****CANCELLATION**

rfreeman@rowepsc.com

Charter Township of Oscoda  
110 South Street  
Oscoda, MI 48750

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/JL

# **CHARTER TOWNSHIP OF OSCODA, MICHIGAN**

**November 2017**

## **OUTLINE OF WORK PLAN FOR AS-NEEDED ENGINEERING SERVICES**

Rowe Professional Services Company (ROWE) is ready to commence our working relationship with the Charter Township of Oscoda (TOWNSHIP) upon execution of the contract for Professional Services.

As stated in our previous discussions with the TOWNSHIP, Rick A. Freeman, P.E., will be the TOWNSHIP's engineer on-call. Rick will act as single point of contact for all initial communication with TOWNSHIP on all projects and consultations. Once projects are identified and professional services are requested by the TOWNSHIP in writing, Rick will work with the appropriate staff at the TOWNSHIP and ROWE to identify a specific scope of service, schedule, fee, and ROWE personnel specifically assigned to the project. Rick will communicate this to the TOWNSHIP and once everyone is in agreement with the project approach, ROWE will commence work upon written notice-to-proceed.

In addition, Rick will be available to assist the TOWNSHIP in planning and budgeting for potential projects. This can range from a simple phone call/email requesting ROWE's professional opinion on a situation to an actual meeting to discuss a project. Rick will also be available to attend TOWNSHIP meetings by request. These services, identified in this paragraph, are provided at no cost to the TOWNSHIP. If the situation/project develops, the normal process of developing a scope, schedule, and fee will take place.

The approach, as detailed below, is provided to the TOWNSHIP for consideration. These "start-up" services will be provided to the TOWNSHIP at no cost. The purpose of these activities is for ROWE to become familiar with the TOWNSHIP's departments, personnel, and on-going projects so that ROWE can be an effective part of the TOWNSHIP's team moving forward.

1. Executed contract for professional services November 27, 2017
  - Meeting with key TOWNSHIP personnel.....To be scheduled
  - Various board leadership, water department, sewer department, etc.
2. Review Capital Improvement Plan(s) for the TOWNSHIP (Water, Sewer, Roads/Streets, Parks & Recreation, DDA, Planning Commission, etc.)
  - Review of on-going projects.
  - Planned projects, budgets, funding, etc.
3. Introduce ROWE to local stakeholders (Iosco County Road Commission, Michigan Department of Environmental Quality, Michigan Department of Transportation, etc.)
  - Review of on-going projects
  - Review of upcoming projects



To summarize from our proposal and interview, ROWE is available to provide professional services to the TOWNSHIP in the following areas.

- Civil Design Engineering Services
- Transportation Engineering Services
- Parks & Recreation Engineering Services
- Site Development Engineering Services
- Construction Administration/Observation/Materials Testing Services
- Survey (Property and Topographical) Services
- Community Planning/Zoning Services
- Project Funding Facilitation/Coordination
- Expert Witness
- Permitting
- Etc.

# **FIRST ADDENDUM to PROFESSIONAL SERVICES AGREEMENT**

*(Rowe Professional Services Company)*

**THIS ADDENDUM**, made by and between the CHARTER TOWNSHIP OF OSCODA, Michigan Municipal Corporation, whose address is 110 South State Street, Oscoda, Michigan 48730 (hereinafter “Township”), and ROWE PROFESSIONAL SERVICES COMPANY, a Michigan profit corporation, whose address is c/o 2342 Industrial Street, Suite A, Grayling, Michigan 49738 (hereinafter “Professional”), , **WITNESSETH:**

**WHEREAS**, the parties did enter into that certain Professional Services Agreement, effectively dated 1 December 2017, which Agreement is incorporated by reference herein, and;

**WHEREAS**, said Agreement was for a primary term of two (2) years, with an optional two (2) year extension thereafter, and;

**WHEREAS**, said extension was exercised and the extended term of the Agreement shall expire on 30 November 2021, and;

**WHEREAS**, the parties desire to renew and extend said Agreement on an ongoing basis, providing for termination by either party on sixty (60) days’ notice:

**NOW THEREFORE**, and in consideration of the terms, conditions, promises and covenants exchanged herein and with said Agreement for their mutual benefit, and other good and valuable consideration, the parties agree for themselves, and their respective agents, attorneys, officers, representatives, successors and assigns as follows, **TO-WIT:**

1. That said Professional Services Agreement, originally dated 1 December 2017, is hereby extended indefinitely, subject to Township’s approval of Professional’s Fee Schedule/Cost Estimates from time to time.
2. Either party may terminate the Agreement, for any reason, upon sixty (60) days’ written notice. In the event of termination, all accrued obligations shall be fully performed by the respective parties prior to the termination date or as soon as practicable thereafter.
3. Each undersigned signator certifies and warrants to the parties that he/she is duly authorized to execute this Agreement and thereby bind his/her principal to the terms hereof.
4. All other terms, conditions and provisions of the Professional Services Agreement, if and as amended, are hereby ratified and confirmed and remain in full force and effect.

**[balance of page left blank intentionally]**

**IN AGREEMENT WHEREOF**, The TOWNSHIP has hereunto set its hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed by:

\_\_\_\_\_  
THE CHARTER TOWNSHIP OF OSCODA  
by Ann Richards, its Supervisor

\_\_\_\_\_  
THE CHARTER TOWNSHIP OF OSCODA  
by Joshua Sutton, its Clerk

**IN AGREEMENT WHEREOF**, The PROFESSIONAL has hereunto set its hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed by:

\_\_\_\_\_  
ROWE PROFESSIONAL SERVICES COMPANY  
by Rick A. Freeman, PE, its Project Manager

**FREEL LAW**  
**TIMOTHY R FREEL,**  
**P.C.**  
211 NEWMAN STREET  
SUITE B27  
P.O. BOX 232  
EAST TAWAS, MI 48730

♣  
tim@tfreelpc.net  
TEL (989) 362-4031  
FAX (989) 362-5871

*This instrument prepared pursuant to the mutual negotiation and agreement of the parties by  
FREEL LAW, by Timothy R. Freel (P51300), 211 Newman Street, Suite B27, P. O. Box 232, East  
Tawas, Michigan 48730; (989) 362-4031; [tim@tfreelpc.net](mailto:tim@tfreelpc.net)*

# **FIRST ADDENDUM to PROFESSIONAL SERVICES AGREEMENT**

*(Rowe Professional Services Company)*

**THIS ADDENDUM**, made by and between the CHARTER TOWNSHIP OF OSCODA, Michigan Municipal Corporation, whose address is 110 South State Street, Oscoda, Michigan 48730 (hereinafter "Township"), and ROWE PROFESSIONAL SERVICES COMPANY, a Michigan profit corporation, whose address is c/o 2342 Industrial Street, Suite A, Grayling, Michigan 49738 (hereinafter "Professional"), , **WITNESSETH:**

**WHEREAS**, the parties did enter into that certain Professional Services Agreement, effectively dated 1 December 2017, which Agreement is incorporated by reference herein, and;

**WHEREAS**, said Agreement was for a primary term of two (2) years, with an optional two (2) year extension thereafter, and;

**WHEREAS**, said extension was exercised and the extended term of the Agreement shall expires on 30 November 2021, and;

**WHEREAS**, the parties desire to renew and extend said Agreement for an additional two (2) year term, with a possible, additional two (2) year extension thereafter:

**NOW THEREFORE**, and in consideration of the terms, conditions, promises and covenants exchanged herein and with said Agreement for their mutual benefit, and other good and valuable consideration, the parties agree for themselves, and their respective agents, attorneys, officers, representatives, successors and assigns as follows, **TO-WIT:**

1. That said Professional Services Agreement, originally dated 1 December 2017, is hereby extended for an additional two (2) years, commencing 1 December 2021 and expiring 30 November 2023 (hereinafter the "primary term").
2. The parties may mutually agree to further extend this Agreement beyond the primary term by an additional two (2) years, or as otherwise agreed by and between them in writing.
3. Each undersigned signator certifies and warrants to the parties that he/she is duly authorized to execute this Agreement and thereby bind his/her principal to the terms hereof.
4. All other terms, conditions and provisions of the Professional Services Agreement, if and as amended, are hereby ratified and confirmed and remain in full force and effect.

**[balance of page left blank intentionally]**

**IN AGREEMENT WHEREOF**, The TOWNSHIP has hereunto set its hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed by:

\_\_\_\_\_  
THE CHARTER TOWNSHIP OF OSCODA  
by Ann Richards, its Supervisor

\_\_\_\_\_  
THE CHARTER TOWNSHIP OF OSCODA  
by Joshua Sutton, its Clerk

**IN AGREEMENT WHEREOF**, The PROFESSIONAL has hereunto set its hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Signed by:

\_\_\_\_\_  
ROWE PROFESSIONAL SERVICES COMPANY  
by Rick A. Freeman, PE, its Project Manager

**FREEL LAW**  
**TIMOTHY R FREEL,**  
**P.C.**  
211 NEWMAN STREET  
SUITE B27  
P.O. BOX 232  
EAST TAWAS, MI 48730

▲  
tim@tfreelpc.net  
TEL (989) 362-4031  
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*This instrument prepared pursuant to the mutual negotiation and agreement of the parties by FREEL LAW, by Timothy R. Freel (P51300), 211 Newman Street, Suite B27, P. O. Box 232, East Tawas, Michigan 48730; (989) 362-4031; [tim@tfreelpc.net](mailto:tim@tfreelpc.net)*



**Mark E. Nettleton**

Direct Dial/Fax (616) 632-8048

E-mail [mnettleton@mikameyers.com](mailto:mnettleton@mikameyers.com)

900 Monroe Ave NW Grand Rapids, MI 49503

Tel (616) 632-8000 Fax (616) 632-8002

Web [mikameyers.com](http://mikameyers.com)

Attorneys at Law

September 24, 2021

Ms. Tammy Kline  
Township of Oscoda  
110 S. State St.  
Oscoda, MI 48750-1633

Dear Tammy:

Enclosed are our statements for services rendered to the Township in August regarding the Sewer Project and the DWRP Phase II Water Project.

If you have any questions, please call.

Very truly yours,

A handwritten signature in black ink that reads "Mark E. Nettleton".

Mark E. Nettleton

sgc

Enclosures

September 24, 2021

Township of Oscoda  
Attn: Tammy Kline  
110 South State Street  
Oscoda, MI 48750-1633

Invoice No. 663577  
Client No. 45659  
Matter No. 56945  
Billing Attorney MEN

---

## Invoice Summary

For professional services rendered through August 31, 2021

Re: Sewer Project

Total Professional Fees	\$ 7,140.00
Total Costs Advanced	<u>\$ 105.08</u>
<b>Total Current Invoice</b>	<b>\$ 7,245.08</b>
Outstanding Balance	<u>\$ 5,283.08</u>
<b>Total Balance Due</b>	<b><u>\$ 12,528.16</u></b>



Oscoda, Township of  
Client No. 45659-56945

September 24, 2021

Invoice No. 663577

**Re: Sewer Project**

**Professional Fees**

<b>Date</b>	<b>Description</b>
8/02/21	Work regarding closing documents
8/04/21	Further work on documents for closing and related certificates
8/06/21	Review, revise, and finalize arbitrage certificate, supplemental agreement, issuer's certificate and related documents
8/09/21	Review email, purchase contract and related documents from State regarding financing and project; email to T. Kline regarding instructions for execution and return of documents; work on closing documents
8/10/21	Prepare and finalize instruction letters regarding closing; emails regarding purchase contract and other documents
8/11/21	Work on closing documents; finalize closing package and instruction letter to Township for execution
8/12/21	Work regarding calculations for 8038-G and arbitrage certificate; finalize same
8/17/21	Review executed closing package from Township; prepare closing package for State and draft letter to State regarding executed documents
8/19/21	Finalize closing documents; prepare closing package for State; finalize correspondence to State and email regarding transmittal of closing documents
8/23/21	Follow-up with Assistant Attorney General regarding closing documents
8/30/21	Emails from and to MFA and Attorney General's office and Township project team regarding closing

**Total Professional Fees**

**\$ 7,140.00**

**Costs Advanced**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
8/14/21	UPS Charge	33.31
8/14/21	UPS Charge	36.49
8/21/21	UPS Charge	35.28

**Total Costs Advanced**

**\$ 105.08**

Oscoda, Township of  
Client No. 45659-56945

September 24, 2021  
Invoice No. 663577

**Total Current Invoice**

**\$ 7,245.08**

Oscoda, Township of  
Client No. 45659-56945

September 24, 2021  
Invoice No. 663577

### Outstanding Invoices

Invoice No.	Date	Invoice Total	Payments Received	Ending Balance
659856	6/10/21	735.00	.00	735.00
661302	7/15/21	313.08	.00	313.08
662247	8/18/21	4,235.00	.00	4,235.00
Outstanding Balance				\$ 5,283.08
Balance Due Current Invoice				<u>\$ 7,245.08</u>
Total Balance Due				<u>\$ 12,528.16</u>

### Aged Accounts Receivable

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$ .00	\$ 4,235.00	\$ 313.08	\$ 735.00	\$ .00	\$ 5,283.08

September 24, 2021

Township of Oscoda  
Attn: Tammy Kline  
110 South State Street  
Oscoda, MI 48750-1633

Invoice No. 663577  
Client No. 45659  
Matter No. 56945  
Billing Attorney MEN

---

## Remittance Advice

Re: Sewer Project

---

Balance Due Current Invoice	\$ 7,245.08
Outstanding Balance	<u>\$ 5,283.08</u>
Total Balance Due	<u>\$ 12,528.16</u>

---

*For all payments please reference: Invoice 663577, Client No. 45659-56945*

All checks should be made payable to:  
(Please return this advice with payment.)

Mika Meyers  
Attn: Accounting  
900 Monroe Ave NW  
Grand Rapids, MI 49503

For payment by wire or ACH in USD:  
(Please reference invoice number)

United Bank of Michigan  
900 East Paris Ave SE  
Mika Meyers Beckett & Jones PLC  
Routing No.: 072408805  
Account No.: 10431810  
Currency: USD  
Account Type: Checking

Online payment via credit card or banking information please visit [www.mikameyers.com/payments](http://www.mikameyers.com/payments)

Please note a 2% charge will be applied for credit card payments.

**INVOICES ARE PAYABLE UPON RECEIPT**

*Thank you! Your business is greatly appreciated.*



**Michigan Liquor Control Commission (MLCC)**  
Constitution Hall, 2<sup>nd</sup> Floor, 525 W. Allegan St, Lansing, MI 48933  
P.O. Box 30005, Lansing, MI 48909  
866-813-0011 – [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

### **Social District Permit Information For Local Governmental Units**

Pursuant to MCL 436.1551, the governing body of a local governmental unit may designate a Social District within its jurisdiction. Qualified licensees whose licensed premises are contiguous to the commons area within the Social District, and that have been approved for and issued a Social District Permit, may sell alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District. The commons area is not considered part of the licensed premises for any of the licensees that hold a Social District Permit.

The term commons area is defined by MCL 436.1551(8)(a):

*"Commons area" means an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least 2 other qualified licensees. Commons area does not include the licensed premises of any qualified licensee.*

The term qualified licensee is defined by MCL 436.1551(8)(c):

*"Qualified licensee" means any of the following:*

- *A retailer that holds a license, other than a special license, to sell alcoholic liquor for consumption on the licensed premises. (This includes the following license types: Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, G-2, Brewpub.)*
- *A manufacturer with an on-premises tasting room permit issued under section 536.*
- *A manufacturer that holds an off-premises tasting room license issued under section 536.*
- *A manufacturer that holds a joint off-premises tasting room license issued under section 536.*

A list of all licensees, sorted by county and local governmental unit, may be found on the MLCC website:

[https://www.michigan.gov/documents/lara/liclist\\_639292\\_7.xlsx](https://www.michigan.gov/documents/lara/liclist_639292_7.xlsx)

The governing body of a local governmental unit may designate a Social District pursuant to MCL 436.1551 under the following conditions:

- Designate a Social District that contains a commons area, as defined in MCL 436.1551(8)(a).
- Establish local management and maintenance plans, including hours of operation, for a commons area.
- Define and clearly mark with signs the designated commons area.
- A governing body of a local governmental unit shall not designate a Social District that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road.
- The governing body shall maintain the commons area in a manner that protects the health and safety of the community.
- The governing body may revoke the designation if it determines that the commons area threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least 1 public hearing on the proposed revocation. The governing body shall give notice as required under the open meetings act of the time and place of the public hearing before the public hearing.
- The governing body shall file the designation or revocation of the Social District with the MLCC.

Before applying to the MLCC for a Social District Permit, a qualified licensee must first obtain approval from the governing body of the local governmental unit. A fillable resolution for this approval is part of the [Social District Permit Application \(LCC-208\)](#).

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### **Filing the Designation of a Social District with the MLCC**

A local governmental unit must file the following items with the MLCC when designating a Social District:

- ☐ A copy of the resolution passed by the governing body designating the Social District and commons area.
- ☐ A copy of the management and maintenance plans, including the hours of operation, established by the local governmental unit for the Social District and commons area.
- ☐ A diagram or map that clearly shows the boundaries of the Social District and commons area. Please indicate the name, address, and location of the qualified licensees that are contiguous to the commons area on the diagram or map.

**Submit the items above to:**

**By Mail:** Michigan Liquor Control Commission - P.O. Box 30005 - Lansing, MI 48933  
**By Fax:** (517) 763-0059      **By Email:** [mlccrecords@michigan.gov](mailto:mlccrecords@michigan.gov)

***Additional sections of the Liquor Control Code for a local governmental unit to consider when establishing a Social District or commons area within a Social District:***

**MCL 436.1915 - Possessing or consuming alcoholic liquor on public highway or in park, place of amusement, or publicly owned area; authority of local governmental unit or state department or agency to prohibit possession or consumption of alcoholic liquor; definitions.**

- (1) Alcoholic liquor shall not be consumed on the public highways.
- (2) Except as provided in subsections (3) and (4), alcoholic liquor may be possessed or consumed in public parks, public places of amusement, or a publicly owned area not licensed to sell for consumption on the premises.
- (3) The governing body of a local governmental unit may prohibit by ordinance, order, or resolution the possession or consumption of alcoholic liquor in any public park, public place of amusement, or publicly owned area that is owned or administered, or both, by that local governmental unit. When land is leased from a department or agency of this state, an ordinance, order, or resolution adopted pursuant to this subsection shall be subject to the approval of the department or agency.
- (4) A department or agency of this state that administers public lands may prohibit by rule, order, or resolution the possession or consumption of alcoholic liquor on the public land under its jurisdiction.
- (5) As used in this section:
  - (a) "Local governmental unit" means a county, city, township, village, or charter authority.
  - (b) "Publicly owned area" means an area under the jurisdiction of a local governmental unit.

**MCL 436.1913(1), (2), & (5) - Prohibited conduct; unlicensed premises or place; unlawful consumption of alcoholic liquor; exceptions; construction of section; "consideration" defined.**

- (1) A person shall not do either of the following:
  - (a) Maintain, operate, or lease, or otherwise furnish to any person, any premises or place that is not licensed under this act within which the other person may engage in the drinking of alcoholic liquor for consideration.
  - (b) Obtain by way of lease or rental agreement, and furnish or provide to any other person, any premises or place that is not licensed under this act within which any other person may engage in the drinking of alcoholic liquor for consideration.
- (2) A person shall not consume alcoholic liquor in a commercial establishment selling food if the commercial establishment is not licensed under this act. A person owning, operating, or leasing a commercial establishment selling food which is not licensed under this act shall not allow the consumption of alcoholic liquor on its premises.
- (5) As used in this section, "consideration" includes any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.



## Social Districts

### Introduction

The State of Michigan enacted a new law intended to spur economic activity and provide flexibility for hospitality businesses by enabling the on-site sale and off-site consumption of alcoholic beverages in designated “Social District” areas. On July 1, 2020, Governor Whitmer signed House Bill 5781 into law (MCL 436.1551) creating the “Social District Permit,” which allows local governments to designate a Social District within their jurisdictions. Businesses that are granted a Social District Permit may sell alcoholic liquor (beer, wine, mixed spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District.

### Permit Information for Local Governments

Local governments may now designate a Social District that contains a “commons area.” Once designated, “qualified licensees” whose licensed premises are contiguous to the commons area within the Social District and who obtain a license from the Michigan Liquor Control Commission (MLCC) may permit patrons to leave the licensed premises with the alcohol and consume it within the commons area.

Under MCL 436.1551(8)(a), a “commons area” is defined as: “an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least two other qualified licensees. Commons area does not include the licensed premises of any qualified licensee.”

Along with designating a Social District that contains a commons area, which must be clearly defined and marked with signs, a local government must establish local management and maintenance plans, including hours of operation, for a commons area. The statute provides that a local governmental unit shall not designate a Social District that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road. In addition, the commons area must be maintained in a manner that protects the health and safety of the community.

A Social District designation must be filed with the MLCC, and include:

- A copy of the resolution passed by the governing body designating the Social District and commons area;
- A copy of management and maintenance plans, including the hours of operation, established by the local governmental unit for the Social District and commons area; and
- A diagram or map that clearly shows the boundaries of the Social District and commons area and identifies the qualified licensees that are contiguous to the commons area on the diagram or map.

To the extent a commons area threatens the health, safety, or welfare of the public or has become a public nuisance, a local government may revoke the Social District designation. Before revoking the designation, the local government must hold at least one public hearing on the proposed revocation, with appropriate notice being given under the Open Meetings Act (OMA). Any revocation of the Social District must be filed with the MLCC.

### Bars and Restaurants May Apply for a Social District Permit

Bars and restaurants who are “qualified licensees” and wish to take advantage of the new law must first seek application approval from the governing body of their local government. Qualified licensees may then apply to the MLCC for a Social District Permit.

Pursuant to the statute, with some restrictions, qualified licensees include holders of Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, G-2, and Brewpub licenses as well as licensees with on-premises and off-premises tasting rooms.

Upon receiving a Social District Permit, and upon additional approvals that may or may not be required by the municipality, a licensee may sell alcohol on its licensed premises in approved containers for customers to remove and consume in the commons area. A licensee is not permitted to sell alcohol in a commons area.

Approved containers must be glass free and not more than 16 oz., must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol as well as a logo or mark unique to the commons area.

This Fact Sheet was provided by Sarah J. Gabis of the law firm of Foster Swift Collins & Swift, P.C.



Tecumseh documents:

Resolution

Map

Qualified licensees

Common Areas Management and Maintenance Plan

Commons Area Use Application



CITY OF TECUMSEH  
CITY COUNCIL

## Resolution R-16-20

### Resolution #16-20 - Establishing Social Districts

**WHEREAS**, Michigan Public Act 124 of 2020 was signed into law on July 1, 2020; and

**WHEREAS**, the law allows Michigan municipalities to establish Social Districts that allow for Commons Areas where two or more contiguous licensed establishments could sell alcoholic beverages in special cups to be taken into the Commons Areas for consumption; and

**WHEREAS**, the Tecumseh Social District would be created and managed by the City through a collaboration with its Downtown Development Authority; and

**WHEREAS**, the Tecumseh Social District boundaries are generally Logan Street, Ottawa Street, Pottawattamie Street, and Pearl Street; and

**WHEREAS**, the Commons Areas boundaries incorporate the City-owned parking lots in the downtown area as well as the adjoining sections of North and South Evans Street. The Commons Areas include the sidewalks and streets along with the public parking lots within the boundaries that are not included in the qualified licensees' premises; and

**WHEREAS**, the City of Tecumseh will follow all stipulations of Michigan Public Act 124 of 2020 and follow established best practices in the creation and maintenance of the Social District; and

**WHEREAS**, the creation of the Tecumseh Social District will assist our downtown businesses in adapting to the social distancing requirements of the COVID-19 crisis as well as attract customers for enhanced outdoor dining and entertainment experiences in downtown Tecumseh.

**NOW, THEREFORE, BE IT RESOLVED**, that the Tecumseh City Council does hereby approve the creation of the Tecumseh Social District as depicted in the attached map (Exhibit A) for consideration by the Michigan Liquor Control Commission.

**Motion for adoption by:** Naugle

**Supported by:** Harmon


**AYES** Harmon, Naugle, Riddle, See, Wimple, Baker, Fox

**NAYS**

**ABSENT**

This is to certify that this resolution was duly adopted at the meeting of the City Council on **Sep 8, 2020**.


  
Jackson L. Baker  
Mayor

  
Tonya A. Miller  
Tecumseh City Clerk

**CERTIFICATION**

I, the undersigned, the duly qualified City Clerk for the City of Tecumseh, County of Lenawee, Michigan do hereby certify that the foregoing constitutes a true and complete copy of a motion adopted by the City Council of the City of Tecumseh, on **September 8, 2020**, the original of which is in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the full set of minutes from said meeting will be made available, as required by said Act.

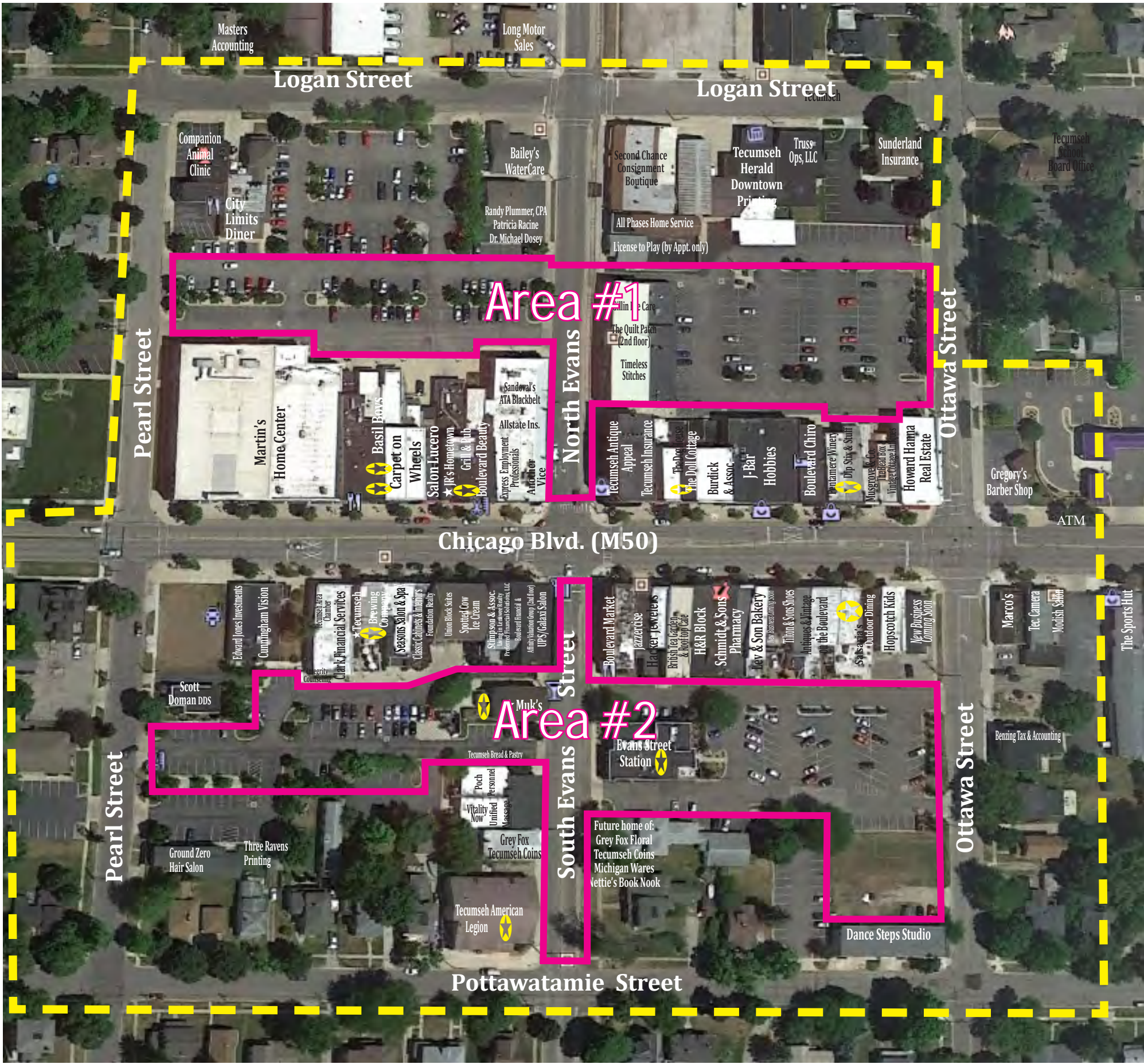
Dated: 9/10/2020

  
Tonya A. Miller  
Tecumseh City Clerk





# Downtown Tecumseh Social District Commons Area



Social District Commons Area

Qualified Licensees

City of Tecumseh  
Social District  
Qualified Licensees

<b>LARA ID</b>	<b>Account Name</b>	<b>DBA</b>	<b>Address</b>
2098	Wrong Way Pub Inc.	Wrong Way Pub	107 S. Evans St. Tecumseh 49286
8127	American Legion Memorial Home Assn. of Tecumseh	American Legion Memorial Home Assn. of Tecumseh	101 W. Pottawatomie St. Tecumseh 49286
133417	Pentamere Winery, LLC	Pentamere Winery	131 E. Chicago Blvd. Tecumseh 49286
134702	Evans Street Station LLC	Evans Street Station	110 S. Evans St. Tecumseh 49286
153852	The Tecumseh Club	The Tecumseh Club	123 W. Chicago Blvd. Tecumseh 49286
215099	Devniks, Inc.	Basil Boys	125 W. Chicago Blvd. Tecumseh 49286
226011	LRS Restaurant Holdings, LLC	JR's Hometown Grill & Pub	111 W. Chicago Blvd. Tecumseh 49286
227486	The Dog House Restaurant, LLC	The Doghouse Restaurant	107 E. Chicago Blvd. Tecumseh 49286
235137	Salsaria's LLC	Salsarias	146 E. Chicago Blvd. Tecumseh 49286
237108	Tecumseh Brewing Company, LLC	Tecumseh Brewing Co	128 W. Chicago Blvd. Tecumseh 49286





P.O. Box 396, Tecumseh, MI 49286 • [www.mytecumseh.org](http://www.mytecumseh.org)

## Commons Areas Management and Maintenance Plan

### Overview

In an effort to support local restaurants, microbreweries, bars, and similar food service businesses, the City of Tecumseh has established a permitting process for temporary outdoor social districts and commons areas ("Commons Areas"). Commons Areas are intended to allow for outdoor dining and alcoholic beverage consumption on City properties that are adjacent to or near associated business establishments. This application package is designed to ensure compliance with the Michigan Liquor Control Commission (MLCC) guidelines and Public Act 58 of 1998 as amended by Public Act 124 of 2020.

The Commons Areas are proposed to be administered through the City's Developmental Services Office and permits from both the MLCC and the City are required prior to utilization by any qualified establishment(s).

### Intent

Commons Areas are intended provide extra outdoor space for dining and consumption of alcoholic beverages while ensuring sufficient separation between unrelated parties. This is in response to the social distancing requirements necessitated by the COVID-19 crisis. The areas will accommodate tables, chairs, barriers, boundaries, and accessory materials related to the offered services. Qualified establishments, as defined by PA 124 of 2020 may apply to utilize **certain specifically designated places within** the established Commons Areas:

1. City owned parking lots in the Central Business District.
2. The North and South Evans Street road right-of-way.
3. In accordance with the MLCC guidelines, all Commons Areas must be "contiguous to the premises of at least 2 qualified licensees."

It is also intended that Commons Areas may be shared by multiple businesses, so long as the shared use is defined by the City authorization and joint operation and maintenance guidelines are established.

However, public spaces immediately in front of or behind a business establishment will be reserved solely for that business (exp. public sidewalks and parking spaces).

All designated spaces will be subject to review by Tecumseh Police and Fire Departments for traffic and safety considerations.

**City of Tecumseh**  
**Commons Areas Management and Maintenance Plan**  
Page 2 of 5

## **Other Options for Outdoor Dining and Alcoholic Beverage Consumption**

The establishment of the Commons Areas in accordance with the new MLCC provisions in no way negates the ability of businesses to establish sidewalk cafes for outdoor dining and alcoholic beverage consumption in accordance with the pre-existing MLCC guidelines and City ordinances. The Commons Areas are intended to be supplemental and in addition to these previous provisions.

## **Signage and Barriers**

The City will prepare generic signs as required by the MLCC Rules that identify the general boundaries of the Commons Areas. The individual establishments may be required to provide additional barriers to define the portion of the Commons Area they plan to utilize and provide for the safety of their customers/patrons. Additional barriers or barricades as specified by the City **will** be required when the area utilized is within a public parking lot and/or on a public street or sidewalk. The City will assist in coordination between the permitted establishments to minimize the necessary investment in additional barriers/barricades.

## **Application Process**

Commons Area permits must be requested by the business owner or an authorized representative. Applications and supplemental information must be provided in complete form for review and approval by the Building Official.

Required checklist items are the following:

1. Completed City application form.
2. Copy of Michigan Liquor Control Commission Permit. *Note: The City will conduct a preliminary review prior to the applicant submitting their MLCC permit in order to determine if the proposed use of the Commons Area is acceptable to the City.*
3. Certificate of Liability Insurance, naming the City of Tecumseh additionally insured.
4. Commons Area layout plan (drawn to-scale with dimensions noted and all information in legible form).
  - a. Lot lines, portion(s) of Commons Area intended for use, and proposed barriers/barricades.
  - b. Existing entries/exits, sidewalks, structures, and building footprints.
  - c. Proposed location of tables, chairs, tents, shelters, and other fixtures, allowing for at least 6 feet minimum between unrelated parties. *Note: The City may*

**City of Tecumseh**  
**Commons Areas Management and Maintenance Plan**

Page 3 of 5

*require the removal or relocation of these furnishings and fixtures at the end of each business day in order to facilitate access to the surrounding properties.*

- d. Outdoor service and host area(s) (if any).
- e. Proposed occupancy. *Attached is the section of the International Building Code (IBC) which has been adopted as the standard for the State of Michigan related to occupancy calculations to provide you with a starting point. This does not consider the requirements in item (c) above.*

## **General Requirements**

Commons Areas are subject to the following requirements:

1. Boundaries, structures, and materials associated with Commons Areas shall:
  - a. Not impede drivers, pedestrians, or wheelchair users. *Note: The City will consider the extended closure of sections of public parking lots and streets, subject to maintaining adequate access to the surrounding properties.*
  - b. Not block sight visibility of remaining parking lot aisles or intersections.
  - c. Not impede emergency vehicle and personnel access.
  - d. Not prevent access to nearby businesses or homes.
  - e. Be approved by City of Tecumseh Police and Fire Departments.
2. Alcohol service shall conform to all Michigan Liquor Control Commission requirements, including any Social District and Commons Areas Permit requirements. Specifically:
  - a. The serving container must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol.
  - b. The serving container must prominently display a logo or some other mark that is unique to the commons area.
  - c. The serving container is not made of glass.
  - d. The serving container does not have a liquid capacity over 16 ounces.
3. **Hours of operation shall begin no earlier than 10:00 AM and food and beverage service shall discontinue in the Commons Areas no later than 11:00 PM.** However, hours shall be further restricted when adjacent to residential land uses. Service shall not extend beyond the range established in the MLCC or City permits.
4. Service shall conform to the permitted days of operation.
5. The layout of boundaries, structures, and materials shall conform to the proposed outdoor Commons Area layout plan during open hours. Tables, chairs, and temporary barriers may be permitted to remain outdoors during closed hours but must be secured. Service items, decorations, cleaning materials and equipment and other easily stored items must be removed from



**City of Tecumseh**  
**Commons Areas Management and Maintenance Plan**

Page 4 of 5

the area at the end of each business day. Solid barriers, if incorporated, may remain for the duration of the permitted timeframe.

6. Sites and surfaces shall be cleaned before service hours and upon close.
7. Tents and other temporary shelter structures shall be approved by the Fire Department and Building Official.
8. Amplified music shall be set at reasonable levels so as not to disturb owners and occupants of neighboring properties.
9. Temporary lighting shall be established to ensure safe conditions during evening hours but shall not result in excessive glare onto adjacent properties.
10. Waste receptacles shall be provided within the Commons Area and shall be emptied regularly during open hours and at close each day.
11. Heaters must be approved by the Fire Department (type and location).
12. Smoking is not permitted within designated Commons Areas.

### **Review and Approval**

The review of Commons Areas will occur in conjunction with the Developmental Services Office and Police Department and Fire Departments. The City reserves the right to request additional details and information to ensure the protection of public health, safety, and welfare.

If requirements and standards are met, the proposed outdoor social zone will be permitted for a period of time specified by the Building Official. Reasonable conditions may be applied by the City to ensure the protection of public health, safety, and welfare. Plan amendments may be considered at any time but must comply with all requirements for Commons Areas.

**Building Services Department**

P.O. Box 396, Tecumseh, MI 49286

Ph: 517-424-6544

[www.mytecumseh.org](http://www.mytecumseh.org)**COMMONS AREA USE APPLICATION**

Date of Application:

Name of Business:

Requested Date Range for Commons Area Use

From:

To:

Recurring Dates Requested:

*(Attach additional sheet if needed)*

Name of Owner / Responsible Party:

Mailing Address:

Business Address:

*(If different from above)*

Contact Person:

Phone #:

E-Mail:

Description of Commons Area Services/Uses:

Required Attachments:

☐ Layout Plan*(See Management Plan for Requirements)*☐ Proof of MLCC Approval☐ Proof of Liability Insurance*(Naming City Additionally Insured)***X**

Signature of Owner/Responsible Party

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

*I verify all of the information on and attached to this application is accurate to the best of my knowledge; and I commit to adhere to the City of Tecumseh Commons Area Management Plan and the MLCC requirements for Social Districts/Commons Areas.***CITY USE ONLY BELOW THIS LINE**☐ ALL Required Attachments Provided☐ Logistics Meeting NeededDepartment Approval Needed: ☐ Police ☐ Fire ☐ Building ☐ DPW

Permit #:

☐ Approved

Date of Approval: \_\_\_\_\_

Conditions of Approval:

**X**

Signature of Building Official

Printed Name: \_\_\_\_\_

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

## SOCIAL DISTRICT BUDGET

	Units	Cost	Total Cost
Signage (Mandatory)	1	\$ 1,500.00	\$ 1,500.00
Beverage Cups	3	\$ 202.00	\$ 606.00
Trash/Recycling Cans			
Combo Units	3	\$ 1,000.00	\$ 3,000.00
Single Recycling	3	\$ 500.00	\$ 1,500.00
Marketing			
Website landing page (EIC)	1	\$ 1,750.00	\$ 1,750.00
Logo creation	1	\$ 250.00	\$ 250.00
QR Code	1	\$ 200.00	\$ 200.00
Map	1	\$ 750.00	\$ 750.00
Print Materials	1	\$ 150.00	\$ 150.00
Amenity Stations			
Portable Bathrooms	3	\$ 600.00	\$ 1,800.00
Picnic Tables	6	\$ 166.00	\$ 1,000.00
Umbrellas	10	\$ 100.00	\$ 1,000.00
<b>Launch Budget</b>			<b>\$ 13,506.00</b>

[www.trashcanswarehouse.com](http://www.trashcanswarehouse.com)

DT & Furtaw Field

Beach

Digital-55 Support

Single house porta jons annual rental; may through oct

DPW to build out picnic tabels from existing frames

umbrellas to matchup with picnic tables plus extras

### Future Needs:

Portable Bathrooms (additional)

Benches

Picnic Tables (additional)

Umbrellas (additional)

Landscaping materials

### Potential Sponsors:

Alcona Area Credit Union

## Overview

### ***What is a Social District?***

The State of Michigan enacted a new law intended to spur economic activity and provide flexibility for hospitality businesses by enabling the on-site sale and off-site consumption of alcoholic beverages in designated “Social District” areas. On July 1, 2020, Governor Whitmer signed House Bill 5781 into law (MCL 436.1551) creating the “Social District Permit,” which allows local governments to designate a Social District within their jurisdictions. Businesses that are granted a Social District Permit may sell alcoholic liquor (beer, wine, mixed spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the Commons Areas of the Social District. *(from Michigan Municipal League)*

### ***What is a Commons Area?***

Under MCL 436.1551(8)(a), a “commons area” is defined as: an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least two other qualified licensees. Commons Areas cannot include the licensed premises of any qualified licensee.

### ***What is the purpose of a Social District?***

- Expand outdoor eating and drinking locations throughout the downtown
- Encourage additional pedestrian traffic downtown
- Create an additional draw for visitors and locals to visit and spend time in the downtown
- Encourage visitors to explore and extend their time in the downtown

### ***Which businesses can participate?***

Any qualified licensee within the boundaries of the Social District in good standing with the Township of Oscoda and State of Michigan may participate (see list below). Businesses interested in participating in the Social District must apply for a Social District Permit through the Michigan Liquor Control Commission (MLCC) and must submit a \$70 inspection fee and \$250 annual permit fee. [View the form & application here.](#)

Qualifying and proposed  
participating businesses:

Edelweiss Tavern

Office Lounge & Grill

Tait’s Bill of Fare

Oscoda Township Social District  
Operations & Maintenance Plan

The term qualified licensee is defined by MCL 436.1551(8)(c):

- A retailer that holds a license, other than a special license, to sell alcoholic liquor for consumption on the licensed premises. (This includes the following license types: Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, G-2, Brewpub.)
- A manufacturer with an on-premises tasting room permit issued under section 536.
- A manufacturer that holds an off-premises tasting room license issued under section 536.
- A manufacturer that holds a joint off-premises tasting room license issued under section 536.

***What are the Oscoda Township Social District boundaries?***



### Maintenance & Operations

#### ***Alcoholic Beverages***

1. Alcoholic beverages are allowed in the Commons Area(s) only in accordance with a Social District Permit issued by the Michigan Liquor Control Commission (MLCC), any accompanying MLCC regulations, and Township of Oscoda requirements.
2. Alcoholic beverages can only be purchased at the licensed premises of a Social District Permit holder and must be consumed in designated Commons Areas.
3. Alcoholic beverages purchased at the licensed premises of a Social District Permit holder cannot go into the licensed area of another business that holds a liquor license (indoors or outside).
4. A commercial establishment selling food without a liquor license cannot allow the consumption of alcoholic liquor on its premises.
5. Alcoholic beverages cannot be consumed in a public highway.

#### ***Beverage Containers***

1. Alcoholic beverages consumed in Commons Areas are required to be in designated cups per the requirements of the MLCC and the Township of Oscoda. Any participating licensed business serving alcoholic beverages to be consumed in the Commons Areas must serve those beverages in designated cups.
2. Alcoholic beverages being sold to be consumed in Commons Areas must be in designated cups that:
  - Have less than 16 oz capacity
  - Cannot be made of glass
  - Must display the logo or trade name of the permit holder and the Downtown Oscoda Social District.
3. The Township of Oscoda will purchase the first order of beverage cups for participating permit holders; after the first order, each business will be responsible for purchasing their own that fits the parameters as designated by the MLCC and Township of Oscoda.
4. Cups will be available for purchase through Front Door Marketing.

#### ***Hours of Operation***

The district will operate Monday- Sunday, 11 am-12 am. After 12 am, no beverages can be sold to be consumed in the district and must be sold to be consumed in the license holder's service areas.

#### ***Marketing***

The Township of Oscoda's Economic Improvement Committee will be responsible for marketing the district, including creating posters outlining the rules and operations of the district for distribution throughout the downtown and creating a presence on the EIC web page with information about the district.

### ***Restrooms***

To lessen the burden on downtown property owners, the EIC is planning on renting portable restrooms for the summer months (June- September) and placing a trash bin next to the restroom. The EIC will work with individual property owners to determine placement of portable restrooms. Signage and maps will also be made available to direct people to restrooms.

### ***Review***

1. The governing body may revoke the designation if it determines that the Social District threatens the health, safety, or welfare of the public or has become a public nuisance. Before revoking the designation, the governing body must hold at least one public hearing on the proposed revocation.
2. The law currently expires December 31, 2024.

### ***Seating, Tables, and Furniture***

In addition to the existing amenities at the beach park, the EIC shall create amenity stations at strategic locations within the social district. Amenity stations will include porta jons rented for the summer season along with picnic tables and umbrellas to be acquired and dedicated to the social district. The EIC expects to add a minimum of three stations strategically located near licensees and high travel areas.

### ***Security***

Security and enforcement in the Oscoda Township Social District will be provided by the Township of Oscoda's Police Department.

### ***Signage***

1. Signage must be placed to demarcate the boundaries of the Social District. The Township Board and EIC will determine the placement of signage at entry points and intersections.
2. Signage will be attached to existing posts and match the color of the current wayfinding signage.
3. The Township of Oscoda will be responsible for paying for the signage demarcating the boundaries of the Social District.

### ***Social District Permit Holders***

1. Any downtown business holding an eligible liquor license that is located within the Social District is eligible to apply for a Social District Permit through the MLCC.
2. Social District Permit holders are responsible for the sale of alcohol on their licensed premises in accordance with their individual Social District Permits and all MLCC rules and regulations, including confirming the consumer's identification and age and prohibiting the sale of alcohol to intoxicated parties.



***Trash Removal***

1. Trash bins are currently emptied daily, seven days a week. Additional cans will be added to their norm route.
2. The EIC & downtown businesses will monitor trash and recycling bins and alert DPW if they need to be emptied at additional times. Contact information for DPW will be shared by the EIC with businesses located near trash bins downtown.
3. The EIC will purchase additional trash and recycling bins to place in high-use areas and monitor if additional bins are needed.



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-3344

## Resolution Number 2021-29

### Oscoda Township Economic Improvement Committee

**Whereas**, the Charter Township of Oscoda has identified the need for major economic growth and sustainability and the need to establish a committee to facilitate this endeavor.

**Whereas**, this committee shall serve under the Charter Township of Oscoda Board of Trustees and work alongside the Oscoda Township Planning Commission and State and National economic improvement agencies to ensure coordinated efforts and plans.

**Whereas**, the mission of the Oscoda Township Economic Improvement Committee is to be a catalyst for economic development and foster a strong economic environment which supports businesses and nurtures growth and new investment in The Charter Townships of Oscoda. The Oscoda Township Economic Improvement Committee is dedicated to promoting and facilitating economic development and to improve quality-of-life by increasing its economic base and encourage new business growth and promote retention of current businesses for the Township as whole.

**Whereas**, the vision is to lead the State of Michigan and Northeastern Michigan with an innovative and sustainable economy while attracting new businesses and expertise to enjoy our unique lifestyle. This committee will set the standard in economic growth as a leader promoting investment and development and is responsible for providing leadership for the Township's economic growth strategy. It will create and implement an Economic Development Strategy, design and employ a Downtown Redevelopment Plan, develop and apply a Community Marketing Strategy and Branding System, qualify and retain Redevelopment Ready Communities Certification, oversee all Brownfield Redevelopment Authority activities, and encourage investment in the Township's Opportunity Zone (or any of the listed subsequent replacement programs), and work to succeed in its mission by the year 2030.

**Now, therefore be it resolved**, the Charter Township of Oscoda creates an Economic Development Committee effective 25 June 2019.

**Now, therefore be it further resolved**, that by resolution of this Township, the Township Board shall create this committee and make the necessary appointments to comprise the committee's membership as provided herein. The committee's board shall be comprised of five township residents **or businesses owners or a key employee from an Oscoda Township business** who will meet at a minimum of once per month. These board members will serve on four-year staggered terms to ensure continuity. To maintain adequate cross representation, at a minimum: one board member shall be one of the Oscoda Board of Trustees (including any of the seven board members), one shall be an Oscoda Township Planning Commissioner, and one shall be a resident of

Oscoda Township. The other vacant positions may be filled by Oscoda Township residents (or business owners as prescribed above) whether from another government board or not. The board may add an alternate position who only has voting and deliberation abilities while filling a vacant position or has deliberation rights while serving on a development committee subcommittee or advisory committee. Board members shall be appointed by the Oscoda Township Supervisor and approved by the Charter Township of Oscoda Board of Trustees.

**Be it further resolved,** that if a signature is necessary pursuant to the items as set forth within the above resolution, this resolution hereby authorizes the Township Supervisor and the Township Clerk to jointly sign as it concerns any such documents.

Moved by: \_\_\_\_\_.

Supported by: \_\_\_\_\_.

Yeas: \_\_\_\_\_.

Nays: \_\_\_\_\_.

Absent: \_\_\_\_\_.

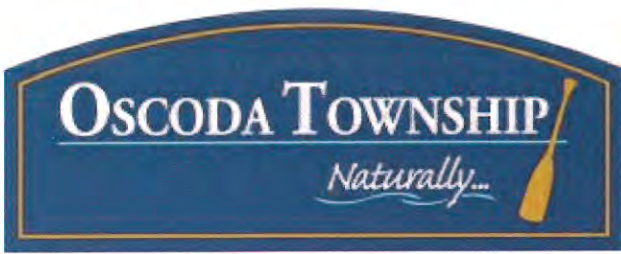
Adopted this \_\_\_\_ day of \_\_\_\_\_.

#### CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oscoda, County of Iosco, and State of Michigan, at a meeting held on \_\_\_\_\_, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joshua Sutton, Township Clerk



Charter Township of Oscoda  
110 South State Street  
Oscoda, Michigan 48750  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-0034

## Resolution Number 2019-20

### Oscoda Township Economic Improvement Committee

**Whereas**, the Charter Township of Oscoda has identified the need for major economic growth and sustainability and the need to establish a committee to facilitate this endeavor.

**Whereas**, this committee shall serve under the Charter Township of Oscoda Board of Trustees and work alongside the Oscoda Township Planning Commission and State and National economic improvement agencies to ensure coordinated efforts and plans.

**Whereas**, the mission of the Oscoda Township Economic Improvement Committee is to be a catalyst for economic development and foster a strong economic environment which supports businesses and nurtures growth and new investment in The Charter Townships of Oscoda. The Oscoda Township Economic Improvement Committee is dedicated to promoting and facilitating economic development and to improve quality-of-life by increasing its economic base and encourage new business growth and promote retention of current businesses for the Township as whole.

**Whereas**, the vision is to lead the State of Michigan and Northeastern Michigan with an innovative and sustainable economy while attracting new businesses and expertise to enjoy our unique lifestyle. This committee will set the standard in economic growth as a leader promoting investment and development and is responsible for providing leadership for the Township's economic growth strategy. It will create and implement an Economic Development Strategy, design and employ a Downtown Redevelopment Plan, develop and apply a Community Marketing Strategy and Branding System, qualify and retain Redevelopment Ready Communities Certification, oversee all Brownfield Redevelopment Authority activities, and encourage investment in the Township's Opportunity Zone (or any of the listed subsequent replacement programs), and work to succeed in its mission by the year 2030.

**Now, therefore be it resolved**, the Charter Township of Oscoda creates an Economic Improvement Committee effective 25 June 2019.

**Now, therefore be it further resolved**, that by resolution of this Township, the Township Board shall create this committee and make the necessary appointments to comprise the committee's membership as provided herein. The committee's board shall be comprised of five township residents who will meet at a minimum of once per month. These board members will serve on four-year staggered terms to ensure continuity. To maintain adequate cross representation, at a minimum: one board member shall be one of the Oscoda Board of Trustees (including any of the seven board members), one shall be an Oscoda Township Planning Commissioner, and one shall be a resident of



Oscoda Township. The other vacant positions may be filled by Oscoda Township residents whether from another government board or not. The board may add an alternate position who only has voting and deliberation abilities while filling a vacant position, or has deliberation rights while serving on a development committee subcommittee or advisory committee. Board members shall be appointed by the Oscoda Township Supervisor and approved by the Charter Township of Oscoda Board of Trustees.

**Be it further resolved,** that if a signature is necessary pursuant to the items as set forth within the above resolution, this resolution hereby authorizes the Township Supervisor and the Township Clerk to jointly sign as it concerns any such documents.

Moved by: Mr. Weed

Supported by: Mr. Palmer

Yeas: Mr. Baier, Mr. Gayeski, Ms. McGuire, Mr. Nordeen, Mr. Palmer, Mr. Weed

Nays: None

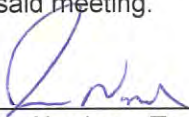
Absent: Mr. Cummings

Adopted this 24th day of June 2019.

#### CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oscoda, County of Iosco, and State of Michigan, at a meeting held on October 24, 2019, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Dated: 10/24/2019

  
\_\_\_\_\_  
John Nordeen, Township Clerk

## Resolution Number 2021-30

### RESOLUTION DESIGNATING A SOCIAL DISTRICT CONTAINING A COMMON AREA(S) IN THE DOWNTOWN OF THE CHARTER TOWNSHIP OF OSCODA

**WHEREAS**, Public Act 124 of 2020, being MCL § 436.1551 (hereinafter the “Act”), was signed into law on July 1, 2020 to allow the governing body of local governmental unit to designate within its jurisdiction a Social District with a Commons Areas, and;

**WHEREAS**, the Act authorizes the issuance of Social District Permits for the sale of alcohol in Commons Areas by qualified Michigan Liquor Control Commission (MLCC) licensees, and;

**WHEREAS**, qualified licensees whose licensed premises are contiguous to a Commons Area within the Social District, and that have been approved for issued a Social District Permit, may sell alcohol liquor on their licensed premises to customers who may then consume the alcoholic liquor within a Commons Area of the Social District, and;

**WHEREAS**, the Downtown Oscoda District would generally be located in the Downtown Oscoda area with the boundaries defined in the Downtown Oscoda Social District Maintenance & Operations Plan, and in conformity with the Act, and;

**WHEREAS**, the Township of Oscoda will adhere to all requirements of the Act, and, through its Social District Plan, arrange for appropriate controls and maintenance of the Social District thereunder:

**NOW THEREFORE, BE IT RESOLVED**, that the Charter Township of Oscoda Board does hereby approve the establishment of the Downtown Oscoda Social District & Commons Area as presented on the attachment map; and that the Charter Township of Oscoda Board adopts and enacts the Downtown Social District Maintenance & Operations Plan, as presented.

Board Member \_\_\_\_\_ moved to adopt the  
above resolution, seconded by

\_\_\_\_\_.

Ayes:

Nays:



Absent:

Resolution declared adopted.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oscoda, County of Iosco, and State of Michigan, at a meeting held on \_\_\_\_\_, 2021, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Dated: \_\_\_\_\_ 2021

\_\_\_\_\_  
Joshua Sutton, Township Clerk

CHARTER TOWNSHIP OF  
OSCODA

Zoning Department

## Memo

To: **Board of Trustees**

From: **Nichole Vallette, Planning and Zoning Director**

Date: **October 11, 2021**

Re: **WB-3 Revisions**

---

Board of Trustees,

Attached is the WB-3 Zoning District. Revisions were made to add special permitted uses; I, J, P-U and Transient Housing was deleted as a principal use. The Planning Commission approved these changes at the 9/7/2021 meeting.

Thank you,

Nichole Vallette



#### **Section 4.15 WB-3 Wurtsmith Business District (Outside Wurtsmith Airport Authority District):**

1. **Intent and Purpose:** To provide for the adaptive reuse of existing structures and properties within the former Wurtsmith Air Force Base.
2. **Principal Uses:**
  - A. Governmental, Non-Profit or Institutional Offices;
  - B. Non-Profit Recreational Facilities;
  - C. Nursing Homes;
  - D. Convalescent Centers;
  - E. Day Care Centers;
  - F. Medical and Dental<sup>6</sup> (Offices Located Within the Former Wurtsmith Air Force Base Hospital);
  - G. Non-Profit Community Theaters;
  - H. Public Facilities;
  - I. Youth or Adult Education and Training Centers, Including Schools (Public, Private and Parochial);
  - J. Convention and Conference Centers;
  - K. Reserved;<sup>6</sup>
  - L. Research and Development;
  - M. Reserved;<sup>6</sup>
  - N. Reserved;<sup>6</sup>
  - O. Places of Worship;
  - P. Community Events;
  - Q. Museums;
  - R. Professional Services (greater than four thousand (4,000) square feet of interior floor space for each use);<sup>6</sup>
  - S. Advertising Firms;<sup>7</sup>
  - T. Catering Services;<sup>7</sup>
  - U. Elderly Housing;<sup>7</sup>
  - V. Mail Order Companies;<sup>7</sup>
  - W. Pool and Spa Sales;<sup>7</sup>
  - X. Printing Companies;<sup>7</sup>
  - Y. Radio/TV Stations (No Towers);<sup>7</sup>

- Z. Recording Studios;<sup>7</sup>
- AA. Saddlery and Harness Sales;<sup>7</sup>
- BB. Technical Services;<sup>7</sup>
- CC. Wrecker/Towing Services.

3. **Special Permit Uses:**

- A. Alternative energy generation, private;
- B. Hospitals;
- C. Publicly-owned and operated Parks, Parkways, and other Publicly-owned Outdoor Recreational Facilities;
- D. Community Use Facility, Private;
- E. Retail Sales that are accessory or incidental to one of the other principal or special permitted uses;<sup>6</sup>
- F. Warehouse and Distribution Centers;<sup>14</sup>
- G. Medical Marihuana Provisioning Center;
- H. Medical Marihuana Safety Compliance Facility;
- I. Marihuana Recreational Retailer
- J. Marihuana Safety Compliance Facility
- K. Aircraft Component Repair;
- L. Light Manufacturing;
- M. Vehicle repair and maintenance;
- N. Tow Lot/Impound Yard;
- O. Columbariums.
- P. Multi-Family Dwellings
- Q. Apartments
- R. Condominiums
- S. Townhouses
- T. Site Condos
- U. Planned Unit Development

4. **Accessory Uses and Temporary Structures:** Within the WB-3 District, wholesale and retail sales of products that have been manufactured, produced, or reconditioned on site is permitted when such sales activity is clearly incidental and accessory to the principal use of the property.<sup>6</sup> See Section 2.2, "Use, Accessory" and "Structure, Temporary," for definitions and permitted uses.

5. **Lot, Building, Yard Requirements:** As currently configured for existing structures and for their future additions. All new construction on property that is vacant, or had an existing structure that is greater than fifty (50) percent destroyed, and construction is permitted, after the effective date of this ordinance amendment shall comply with the following requirements:

- A. **Lot:** Area, five thousand (5,000) SF minimum; width, fifty (50) feet minimum; coverage, eighty-five (85) percent maximum.

- B. **Principal Building:** Height, fifty (50) feet<sup>2</sup> maximum; stories, four (4) maximum; area six hundred (600) SF minimum.
- 6. **Performance Standards:** All activities conducted within the WB-3 zoning district shall be subject to the performance standards set forth in Section 4.15A, Paragraph 7, Special District Requirements.<sup>9</sup>
- 7. **Special Notes:**
  - A. Businesses abutting residences shall provide opaque fencing or screening in accordance with Section 6.13.
  - B. Off-street parking and loading/unloading areas must be provided in accordance with Section 6.7.
  - C. Setbacks subject to site plan approval.

(Amd. of 7-26-2018; Amd of 8-7-2019; Amd. of 12-12-2019 Amd. of 9-7-2021)



**Charter Township of Oscoda**  
**110 South State Street**  
**Oscoda, Michigan 48750**  
Office of Supervisor: (989)739-3211  
Office of Clerk: (989)739-4971  
Office of Treasurer: (989)739-7471  
Office of Superintendent: (989)739-8299  
Fax: (989)739-3344

---

## **New Township Municipal Building**

It is my intent to start discussion and planning for a new township municipal services building including scheduling work sessions to further plan and discuss.

Joshua Sutton

Oscoda Township Clerk

## Tammy Kline

---

**From:** Ann  
**Sent:** Tuesday, October 5, 2021 2:55 PM  
**To:** Nichole Vallette; Tammy Kline  
**Subject:** Re: Resignation from Zoning Board of Appeals

So I just talked to Catherine and she will extend until the end of October in order to be able to participate in the Oct 18 meeting- she will adjust her letter accordingly. So we should still place on agenda to accept- but we wont be short handed for that meeting- thanks Ann

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---

**From:** Nichole Vallette <zoning@oscodatownshipmi.gov>  
**Sent:** Tuesday, October 5, 2021 1:54:09 PM  
**To:** Ann <supervisor@oscodatownshipmi.gov>  
**Subject:** RE: Resignation from Zoning Board of Appeals

Hi Ann,

The next ZBA meeting is 10/18, and I do have a variance request that evening. Mr. Biggar is our Vice-chair, so I can get with him tomorrow about taking the chair position and taking lead at the next meeting. Catherine was set to expire 12/31/2022. Nobody has approached me about being appointed. Thank you!

*Nichole Vallette*  
Planning & Zoning Director  
Charter Township of Oscoda  
110 E. State St.  
Oscoda, MI 48750  
989-569-6580  
[zoning@oscodatownshipmi.gov](mailto:zoning@oscodatownshipmi.gov)



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---

**From:** Ann <supervisor@oscodatownshipmi.gov>  
**Sent:** Tuesday, October 5, 2021 12:21 PM  
**To:** Nichole Vallette <zoning@oscodatownshipmi.gov>  
**Subject:** Fw: Resignation from Zoning Board of Appeals

Nicole-

when is the next Zoning Board of appeals meeting? Is there any upcoming cases that will need to be reviewed?

Has anyone approached you on being appointed? What is her term?



Thanks Ann

---

**From:** Catherine Gavin-Larive <[catherinelarive@gmail.com](mailto:catherinelarive@gmail.com)>  
**Sent:** Tuesday, October 5, 2021 12:15 PM  
**To:** Ann <[supervisor@oscodatownshipmi.gov](mailto:supervisor@oscodatownshipmi.gov)>  
**Cc:** [superintendent@oscodatownshipmi.gov](mailto:superintendent@oscodatownshipmi.gov) <[superintendent@oscodatownshipmi.gov](mailto:superintendent@oscodatownshipmi.gov)>; Nichole Vallette <[zoning@oscodatownshipmi.gov](mailto:zoning@oscodatownshipmi.gov)>; Joshua Sutton <[clerk@oscodatownshipmi.gov](mailto:clerk@oscodatownshipmi.gov)>  
**Subject:** Re: Resignation from Zoning Board of Appeals

Thank you Ann,  
I will drop off the Municode binder in the morning.

Thank you,  
*Catherine A Larive*

Catherine Gavin-Larive REALTOR  
Associate Broker Forty Five North  
Real Estate Oscoda  
Direct: 248 534-2264  
Office: 989 335-3772  
212 N State St  
Oscoda , MI 48750  
email: [catherinelarive@gmail.com](mailto:catherinelarive@gmail.com)  
<https://homekeepr.com/join/catherine-gavin-lar>

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On Tue, Oct 5, 2021 at 12:10 PM Ann <[supervisor@oscodatownshipmi.gov](mailto:supervisor@oscodatownshipmi.gov)> wrote:

Catherine-

I am sorry to hear about your resignation- thank you so much for your commitment to date, it is sincerely appreciated.

Tammy we will need to place this resignation on the October 11 agenda.

In thanks, Ann

Ann M. Richards, Supervisor  
Charter Township of Oscoda

---

**From:** Catherine Gavin-Larive <[catherinelarive@gmail.com](mailto:catherinelarive@gmail.com)>  
**Sent:** Tuesday, October 5, 2021 11:15 AM  
**To:** [superintendent@oscodatownshipmi.gov](mailto:superintendent@oscodatownshipmi.gov) <[superintendent@oscodatownshipmi.gov](mailto:superintendent@oscodatownshipmi.gov)>; Nichole Vallette <[zoning@oscodatownshipmi.gov](mailto:zoning@oscodatownshipmi.gov)>; Joshua Sutton <[clerk@oscodatownshipmi.gov](mailto:clerk@oscodatownshipmi.gov)>; Ann <[supervisor@oscodatownshipmi.gov](mailto:supervisor@oscodatownshipmi.gov)>  
**Subject:** Resignation from Zoning Board of Appeals

Good Morning,

With regrets I must tender my resignation immediately, from the Zoning Board of Appeals for the Township of Oscoda. Please see attached letter of resignation. I will drop a copy off of the signed resignation along with the Municode binder I put together tomorrow morning.

Thank you,

*Catherine A Larive*

Catherine Gavin-Larive REALTOR Associate Broker  
Forty Five North Real Estate Oscoda  
Direct: 248 534-2264  
Office: 989 335-3772  
212 N State St  
Oscoda , MI 48750  
email: [catherinelarive@gmail.com](mailto:catherinelarive@gmail.com)  
<https://homekeepr.com/join/catherine-gavin-lar>

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## ***Oscoda-AuSable Chamber of Commerce***

4440 N. US 23, Oscoda, MI 48750

Phone: 989-739-7322

www.oscodachamber.com

September 29<sup>th</sup>, 2021

Ms. Tammy Kline, Superintendent  
Oscoda Charter Township Board of Directors  
110 South State Street  
Oscoda, Michigan 48750

Dear Ms. Kline & Oscoda Charter Township Board of Directors:

The Oscoda-AuSable Chamber of Commerce anticipates hosting a "Fall Harvest Block Party" on Saturday, October 23<sup>rd</sup>, 2021. This event would take place on Dwight Street from 11 a.m. to 4 p.m. I have already made application to the Iosco Road Commission to close Dwight Street beginning at 10 a.m. that morning. This application has been filed electronically with the Road Commission and will be acted upon at their Monday, October 4<sup>th</sup> meeting.

This event is being co-sponsored by the Oscoda-AuSable Chamber of Commerce, Cathy's Hallmark and Huron Community Bank, to name just a few of the area businesses. I will personally be contacting the other businesses in the Dwight Street area to also participate in this event.

We have secured the services of a petting zoo, Terry Guoan from Standish, who will be bringing up the pony rides and animals.

The township, its officers and employees will be named as additional insured, per the Charter Township of Oscoda's insurance and indemnity requirements. Insurance policies are required for general liability. A copy of the Chamber's "Certificate of Liability Insurance" for the Charter Township of Oscoda is attached for your files.

With this event, as with all others, the Charter Township of Oscoda's support is key to their success and greatly appreciated. Please do not hesitate to contact the Oscoda-AuSable Chamber of Commerce should you have any questions or concerns. Thank you for your consideration and assistance in this matter.

With regards,

Nancy L. Howse, Executive Director  
Oscoda-AuSable Chamber of Commerce

Attachments: Certificate of Liability Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lappan Agency 180 S. Ripley Blvd.  Alpena MI 49707	<b>CONTACT NAME:</b> Rachel Phillips <b>PHONE (A/C, No, Ext):</b> (989) 354-3185 <b>E-MAIL ADDRESS:</b> rphillips@lappanagency.com <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Michigan Millers <b>INSURER B:</b> Westfield Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 14508
<b>INSURED</b> Oscoda-AuSable Chamber of Commerce 4440 North US-23  Oscoda MI 48750		

**COVERAGES****CERTIFICATE NUMBER:** 2021/22 GL, WC & Umb**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		C0511270	06/21/2021	06/21/2022	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 3,000,000	
							PRODUCTS - COMP/OP AGG \$ Included	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			L0301765	06/21/2021	06/21/2022	EACH OCCURRENCE \$ 1,000,000	
	AGGREGATE \$ 1,000,000							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP1094999	09/22/2020	09/22/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT \$ 500,000							
	E.L. DISEASE - EA EMPLOYEE \$ 500,000							
	E.L. DISEASE - POLICY LIMIT \$ 500,000							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Charter Township of Oscoda, its officers and employees are hereby included as additional insureds but only as their interest may appear with respect to general liability. 30 days notice of cancellation except for non-payment of premium which will remain 10 days.

Events: Art on the Beach June 25-27, 2021; Shore Fun Beach Run June 26-27, 2021 (tentative), Independence Day Activities (Parade, Community Picnic (tentative) & fireworks) July 4, 2021; HUP Canoe Race July 21, 2021; Blind Canoe Race July 22, 2021; Paul Bunyan Days September 17-19, 2021; Northern Lights Parade December 4, 2021; Bike Night on Dwight Thursdays June 10 - September 9, 2021, Fall Harvest Block Party tentative date; Annual Chamber Meeting tentative date; Non-Profit Round Table tentative date.

**CERTIFICATE HOLDER****CANCELLATION**Charter Township of Oscoda  
110 S. State St

Oscoda

MI 48750

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Rachel Phillips*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2021

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<b>INSURED</b> Oscoda-AuSable Chamber of Commerce 4440 North US-23  Oscoda MI 48750		

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		C0511270	06/21/2021	06/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			L0301765	06/21/2021	06/21/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP1094999	09/22/2020	09/22/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

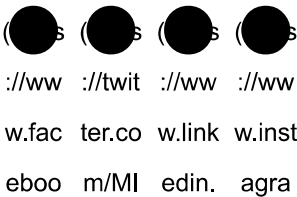
It is hereby agreed and understood that the Board of Iosco County Road Commissioners, the Iosco County Road Commission, and their officers, agents and employees are named as additional insureds but only as their interest may appear with respect to general liability.

Events: Bike Night on Dwight - Road closure on Dwight Street every Thursday evening 6pm-9pm beginning June 10, 2021 through September 9, 2021; Independence Day Parade being held July 4, 2021; Fall Harvest Block Party tentative date; Northern Lights Parade being held December 4, 2021.

**CERTIFICATE HOLDER****CANCELLATION**

Iosco County Road Commission 3939 W. M-55  Tawas City MI 48763	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>Rachel Phillips</i>
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39<sup>th</sup> Annual Conference

October 28 & 29, 2021

The DoubleTree by Hilton - Bay City MI Riverfront

THE Recycling & Organics Conference for Michigan

Network with colleagues, service providers, and product manufacturers

Learn from thought-provoking Keynotes and Sessions

Explore the future of recycling, organics & sustainable materials management in Michigan

A striving for Zero Waste event





REGISTER NOW!  
(<https://mirc.memberclicks.net/2021-oct-conf-reg>)

EXHIBIT AT THE CONFERENCE  
(<https://mirc.memberclicks.net/2021-exhibitor-form#/>)

SPONSOR THE CONFERENCE  
(<https://www.michiganrecycles.org/sponsor-benefits-3/>)

## **MRC members get preferred pricing for the Conference.**

Join now for a conference registration discount and also benefit from weekly newsletters, access to a great network of recycling professionals, and representation at the state level on issues important to the future of recycling - all year long. The online registration form provides an opportunity to become a member.

BECOME A MEMBER  
(<https://mirc.memberclicks.net/>)

## **Reserve Your Hotel Room by October 6 and Save!**

Mention 2021 Michigan Recycling Coalition Annual Conference for preferred rate.

**HOTEL INFORMATION**

(<https://doubletree3.hilton.com/en/hotels/michigan/doubletree-by-hilton-hotel-bay-city-riverfront-MBSBCDT/about/amenities.html>)

**We are looking forward to hosting this conference in-person.**

- Mask wearing is highly encouraged for all attendees.
- A remote attendance option is available, see more detail on the registration form.
- We will be monitoring the situation and will make you aware of any changes to the program if they are required.

*Support our 2021 Conference Sponsors*

*Their generosity and commitment helps make all of this happen*



(<https://www.michigan.gov/egle/>)

About the 39<sup>th</sup> Annual MRC Conference


In spite of the global pandemic, Michigan's recycling industry is now recognized as an essential service and part of the supply chain. We found our way deftly through the crisis and are benefitting from hard won funding. With grant funding giving new life to existing programs and NextCycle Michigan growing new investment in needed infrastructure and end markets, the opportunities truly abound. Now is the time to bring progressive ideas about productive materials management forward. Join us to reengage with colleagues, share big ideas, and understand the evolving landscape to position yourself for success.

**SCHEDULE AT A GLANCE**

([https://www.michiganrecycles.org/wp-content/uploads/2021/09/2021atAglance\\_REV\\_9\\_17.pdf](https://www.michiganrecycles.org/wp-content/uploads/2021/09/2021atAglance_REV_9_17.pdf))


**SESSION DESCRIPTIONS FOR PRINT**

([https://www.michiganrecycles.org/wp-content/uploads/2021/09/SessionsPDF2021\\_REV\\_9\\_17.pdf](https://www.michiganrecycles.org/wp-content/uploads/2021/09/SessionsPDF2021_REV_9_17.pdf))

You are invited!  
Early Bird Reception

Wednesday, Oct 27  
6:00 - 7:30 PM  
The DoubleTree by Hilton - Bay City Riverfront  
The Wenonah Suite

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Thursday's Keynote Presentation

## THE PROMISING FUTURE OF EPR

Scott Cassel, CEO and founder, Product Stewardship Institute

### REGISTRATION OPEN

7:30 A.M. – 6:00 P.M.

### REFRESHMENTS

8:00 – 9:00 A.M.

### WELCOME

9:00 – 9:10 A.M.

*Bay City Manager, Dana Muscott*

## KEYNOTE PRESENTATION

9:10 – 10:00 A.M.

### THE PROMISING FUTURE OF EPR

*Scott Cassel, CEO and founder, Product Stewardship Institute*

As momentum for extended producer responsibility (EPR) builds across the nation, Cassel will share how EPR plays a vital role in realizing a circular economy — and supports Michigan communities and recyclers as they manage the many challenges of current waste streams and systems. Get in-depth insight into the benefits of EPR legislation, what makes an EPR law effective, and how EPR can sustainably transform waste management and create recycling jobs. Explore the national and international context of EPR legislation, the developments in packaging EPR, and the many opportunities ahead. Learn more about Cassel's work on approximately 25 products, including electronics, lamps, thermostats, pharmaceuticals, mattresses, packaging, and paint. And how, as a trained mediator, he fosters effective dialogue with stakeholders throughout the EPR process, to address the key issues on all sides.

A renowned leader in the U.S. product stewardship movement, Scott Cassel has over 35 years of experience tackling waste management issues in the public, private, and nonprofit sectors. He is the founder and CEO of the Product Stewardship Institute (PSI), which brings diverse stakeholders together to research, develop, and implement extended producer responsibility laws. Prior to founding PSI, he served as the director of waste policy and planning for the Massachusetts Executive Office of Environmental Affairs, where he developed and implemented solid and hazardous waste management policies and programs. Scott has experience with more than 20 product categories and has been actively involved in the development of numerous state and federal EPR bills.



## CONCURRENT SESSIONS

10:10 – 11:00 A.M.

### COMPOST – CONNECTING ORGANIC WASTE TO USE

*Ron Alexander, Consultant*

Making the connection between the organic wastes generated in your community and the valuable compost end products will be an important key to creating a local organics circular economy. Better understand the variety of benefits and uses for compost in land-based industries in and around your community. Learn more about the EGLE funded Michigan Organics Council's project Landscape for the Lakes that aims to increase awareness and use of compost in a variety of applications such as landscaping, green infrastructure development, agriculture and more.

### PLASTICS: A DEEP DIVE

*Tonya Randell, Stina Inc.*

Plastics are challenging for programs that aim to be both comprehensive and cost-effective. So much of the packaging on the market today was "the future" in years past. Get to know more about the different types of plastics, their uses and challenges. Understand how the market is changing for these growing materials streams, how MRFs and converters handle them, and what's on the horizon for collections programs. Get a glimpse at the next level of thinking about plastic and understand how "fit for use" goes perfectly with the future of packaging.

### BRING ON THE ROBOTS

*Andi Tolzdorf, Emmet County Recycling*

*Jon Gertsmeier, AMP Robotics*

Robotics are changing the economics of recycling. Emmet County Recycling is the first public MRF in Michigan – but certainly not the last - to incorporate the use of artificial intelligence or AI on their sort line. Learn about their experience with AMP Robotics from inception to operation. Understand the dynamics behind the decision and how their operations are changing as a result. Learn how robotics are being used to target high value materials and reduce risk. See how these developments are being financed and get a glimpse into the future of MRF operations.



## RENEW FUNDING IMPACTS AND PRIORITIES MOVING FORWARD

*Representatives to be announced, Dept. of Environment, Great Lakes, and Energy*

In spite of a global pandemic and the obstacles we've all faced, Michigan's recycling industry is recognized as essential and we're beginning to see the benefits of funding won in 2018. See how the Department of Environment, Great Lakes, and Energy has been allocating Renew Funds to foster infrastructure and market development throughout the state since the passage of Renew. Hear about their strategy for development and planning moving into the 2022 Fiscal Year. See how State priorities and investments are being used to grow local and regional programming that helps you meet your goals.

## CONCURRENT SESSIONS

11:10 A.M. – Noon

### INNOVATIVE APPROACHES TO COMMUNITY-BASED FOOD WASTE DIVERSION

*Pete Adrian, Solid Waste Agency of Lake County (SWALCO), Illinois*

In another state where yard waste is banned from the landfill, SWALCO has creatively utilized municipal waste hauling contracts to incrementally increase the availability of seasonal and year-round food waste collection programs. See how SWALCO has implemented various food waste diversion programs in over half of all the municipalities it serves. Learn about the menu of food waste collection options developed by SWALCO that a community and its waste hauler can choose from to best fit their unique needs. See how SWALCO is using a USDA Grant to develop and research the benefits of using compost on our land and communicate a "why composting is important" message its various constituents.

### BROADENING HORIZONS: RECYCLING SOLUTIONS CENTERING EQUITY AND CLIMATE

*Speakers to be announced*

Data shows over half of recyclable material is outside of traditional recycling programs. When access for traditional household recycling, drop off recycling, composting and other opportunities to divert materials from landfill is lacking there are clear impacts on our environments, communities and the people who live in those communities. This session will dive into the inequities of recycling access, highlight the nontraditional material recovery gaps we face in Michigan, and most importantly share solutions from a diverse panel.

### FOSTERING PARTNERSHIPS TO SOLVE RECYCLING PROBLEMS

*Lindsey Walker, Emmet County Recycling*

Emmet County Recycling's market development specialist has learned a thing or two about securing markets and managing material that can be challenging. Explore the real world intricacies and advancements in recovery of four common materials that deserve our attention – glass, mixed plastics, textiles, and mattresses. Learn about the three key questions to consider as you determine the viability of material recovery. Understand the market relationships needed to assure MRF investment in mixed glass and the ever evolving mixed plastics recycling stream. Learn about the challenges of successful textile recovery - clothing, bedding & shoe recycling as well as the wildly successful, truly necessary mattress and box spring recycling program that Emmet County has grown in partnership with Bay Area Recycling for Charities.



### PROVEN STRATEGIES AND TOOLS FOR BEHAVIOR CHANGE

*Cassandra Ford & Jill Martin, The Recycling Partnership*

As Michigan works to increase recycling capture and decrease contamination, behavior change tools and best management practices are needed to help communities connect with residents and achieve results in both curbside and drop off recycling programs. The Recycling Partnership will dive into the details of their proven education and direct resident engagement strategies to address needed behavior change, and discuss how tools can be modified to focus on community specific needs. The Partnership will also provide some new and improved Michigan-specific education resources and upcoming funding opportunities.

## **NETWORKING LUNCH**

### **MRC ANNUAL MEETING & ANNUAL REPORT**

Noon – 1:00 P.M.

Hear about MRC's progress this year and plans for next.

## **EXHIBITION HALL GRAND OPENING**

1:00 - 3:00 P.M.

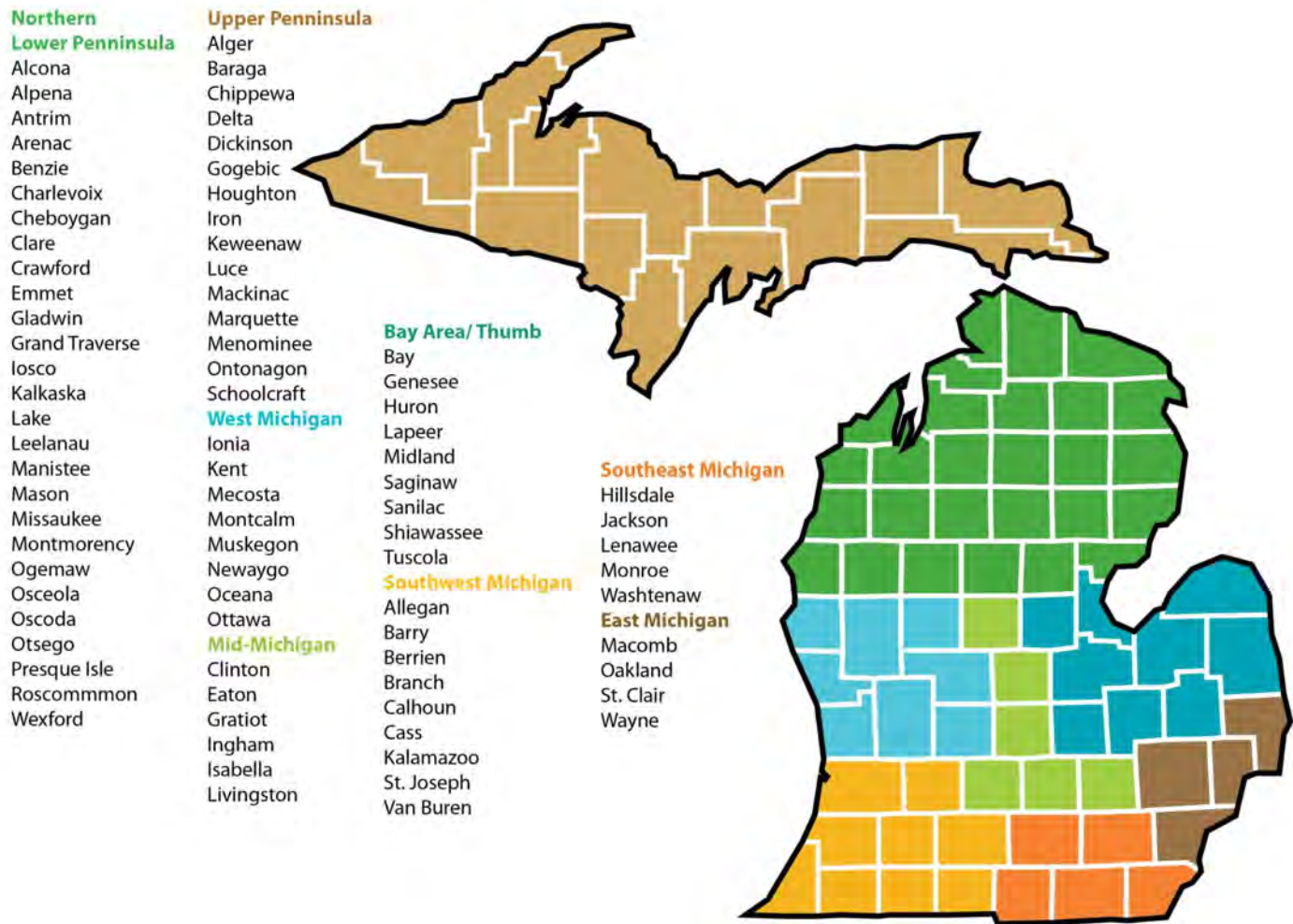
Walk through the Exhibits Hall, meet exhibitors and mingle with conference attendees, speakers, sponsors, and guests.

## **REGIONAL MEETINGS**

3:10 – 4:00 P.M.

In a state with such diverse communities and populations, a “one size fits all” approach to resource management doesn't serve every community. In an effort to give local communities and businesses a chance to elevate and move local and regional topics in the right direction and influence state issues, the MRC recruits recycling leaders to gather regional stakeholders and facilitate those conversations. The MRC identified, and is working to serve, eight regions across Michigan. During this session time, these eight regions, under the guidance of their regional director, will break out into separate groups in 4 different rooms to discuss local and regional topics. Please check the region map to the left to see where you fit and join the conversation in your region to grow recycling.





## CONCURRENT SESSIONS

4:10 – 5:00 P.M.

### OPTIONS FOR SINGLE HAULER COMMUNITY COLLECTION

*Scott Cabauatan, Republic Services*

In many Michigan communities, residents choose their own haulers and pay them directly for services – this is a subscription-based service option. In these communities, every day is collection day. Any number of trash and recycling trucks servicing their collection routes is on the road based their own scheduling needs. Learn more about the single hauler collection option and the numerous benefits for communities including, a well-coordinated single point of contact, unified collection guidelines, reduced wear and tear on local roads, and better services at reduced cost. Understand the mechanisms of franchising and licensing that are required to manage the single hauler relationship.

### PROTECTING YOUR CREW AND FACILITY: LESSONS FROM A MRF SUPERINTENDENT

*Wendy Fought, Emmet County Recycling*

In an industry fraught with hazards, operating any type of material management facility requires a rigorous approach to safety. Understand the overall impacts of risk and safety on employees. Learn how to protect drivers so they can protect the facility and processors through driver standard operating procedures, and advocacy and enforcement. Step-up education and safety at Drop Sites to protect staff, volunteers, and the public at-large. Learn about the real-deal safety issues experienced at the Emmet County MRF, what was learned from those issues, and the protocols now in place to protect employees and the facility as a whole.

### SCRAP TIRES INTO HIGH QUALITY ROADS: OPPORTUNITIES AND CHALLENGES

*Dr. Zhanping You, Michigan Technological University*

Rubber recycled from scrap tires has been used in the paving industry for decades. However, for many reasons, there remains misunderstanding about the use of various technologies in engineering asphalt from scrap tire rubber. Michigan Technological University researchers have focused on scrap tire rubber for roads in the past ten years and completed a few pilot projects to demonstrate the use of recycled tire rubber in asphalt paving projects. The results from lab testing and field installations are proving to be favorable, especially in regards to moisture damage resistance, low temperature cracking resistance, and noise reduction. Learn about current case studies and understand the best practices for using recycled scrap tire rubber, decision-making around the adoption of new strategies, and opportunities for advancing the recycling industry.



## **FLOWS TEAM HIGHLIGHTS**

*Bryce Hesterman, RRS*

*FLOWS Team Representatives*

The Food, Liquids, & Organic Waste Systems or FLOWS Innovation Challenge Track of EGLE's NextCycle Michigan is in full swing. A cohort of 8 teams has been selected to accelerate projects focused on a range of solutions for organic waste, including waste prevention, collection, processing, and marketing of end products. This session will highlight projects that FLOWS teams are working on, provide an opportunity to meet some of the teams, and hear their pitches. Learn about what it takes to get into a NextCycle Challenge Track and how the track can accelerate projects to become investable and shovel ready. See real solutions in motion and how NextCycle is accelerating circular economy solutions for this one of six Innovation Challenge Tracks, each designed to address gaps in the system to drive recycling-based economic development and recovery of usable material in Michigan.



## **APPETIZERS & COCKTAILS WITH THE EXHIBITORS**

5:00 – 7:00 P.M.

Join exhibitors and attendees for a progressive buffet and cash bar as the backdrop for more networking and learning. Have projects or programs in mind? Get your questions answered here. Enjoy the MRC's Fund Affair featuring a raffle and silent auction with variety of items donated from supporters across the state.

## **OUT-ON-THE-TOWN**

7:00 – 10:00 P.M.

Bay City has a lot to offer and it's all within a walk from the hotel. We'll identify a couple great places to meet up with conference attendees for more fun.



Friday's Keynote Presentation

## **COMPOST: ESSENTIAL IN THE CLIMATE CHANGE AND REGENERATIVE AGRICULTURE MOVEMENT**

Finian Makepeace, Kiss the Ground

## **REGISTRATION OPEN**

8:00 A.M.

## **EXHIBIT HALL BREAKFAST**

8:30 – 10:00 A.M.

Enjoy breakfast and engage with exhibitors and colleagues in an early morning networking breakfast.

## **ROUNDTABLE DISCUSSIONS**

Join colleagues in the Banquet Hall to participate in discussions around key topics identified by the MRC Board and other volunteers. Meet and talk with colleagues about issues and ideas!

9:30 – 10:20 A.M.

## CONCURRENT SESSIONS

10:30 A.M. – Noon

### PLANNING AND OPTIMIZING DROP SITES

*Marta Keane, Will County, IL Recycling*

Recycling Drop Sites are just as important today as they were in the 1980's and 90's when curbside collection was just beginning to take hold. Unfortunately, they face the same issues of misuse and contamination as they always have. There are a variety of ways to establish and enhance Drop Sites. Learn the best practices for Drop Sites, including; hosting, siting, site design, materials, contracting, containers, equipment, education, maintenance, security, and more.

### UNDERSTANDING ZERO WASTE/MISSION-BASED RECYCLING: THREE PERSPECTIVES

*Bryan Ukena, Recycle Ann Arbor*

*Deborah Stewart Anderson, Zero Waste Detroit*

*Lynn Hoffman, Association of Mission-based Recyclers*

Two prominent Michigan non-profits and a newly formed non-profit national alliance will discuss their experience and vision for true zero waste recycling. Through education, operations, municipal partnerships and policy development, these organizations envision an opportunity to positively influence the recycling industry to reduce waste, increase recycling's impact and promote producer responsibility to rebuild credible, transparent recycling. Join us as each organization shares its vision, defines what it means to be a zero waste recycler and advocates for why it matters.

### LEVERAGING SOCIAL MEDIA FOR SUCCESSFUL MESSAGING

*Sommer Poquette, Keep It Real Social*

You don't need to be a social media whiz to use it to effectively advocate and educate your supporters and community. If you spend time on Facebook, Twitter, Instagram, or even LinkedIn, it is time to bolster your outreach by leveraging your relationships with people who support your efforts through social media. Learn how to develop an effective visual message, promote participatory dialogue, and tell your story online. Understand best practices for liking, sharing, tagging, posting, and more. Beyond the basics, you'll learn about the metrics and not only where to find the useful data but, most importantly, how to use this data to boost organizational outreach efforts. If you're ready to do more than scroll through social media join us to learn how to leverage it for a good cause.



### NEW NEXTCYCLE MICHIGAN INNOVATION TRACKS

*RRS Challenge Track Leads, Matt Naud, Brad Kurzynowski & Bryce Hesterman*

NextCycle Michigan is working to accelerate solutions for diverted materials in Michigan with a robust Partnership Network and six Innovation Challenge Tracks. This session will be an interactive opportunity to learn about the three upcoming Innovation Challenge Tracks accepting applications: Recycling Supply Chain (RSC), Roads and Pathways (ROADS), and

Intergovernmental Initiatives and Public Private Partnerships (I2P3). Each of these Innovation Challenge Tracks focuses specific materials and opportunities to prioritize solutions which can move the needle in the State to benefit the economy, environment and equity. Join us to network and interact with others motivated to have an impact in Michigan, get questions answered about the types of projects each Innovation Track is looking for, and work closely with the NextCycle team leading these Innovation experiences.

## LUNCH

MRC Awards of Recycling Excellence Presentation

Noon – 1:00 P.M.



## KEYNOTE

1:00 – 2:00 P.M.

### COMPOST: ESSENTIAL IN THE CLIMATE CHANGE AND REGENERATIVE AGRICULTURE MOVEMENT

*Finian Makepeace, Kiss the Ground*

Description to come

Finian Makepeace is the Co-Founder, Policy Director & Lead Educator of Kiss the Ground. He is a renowned presenter, media creator, and thought leader in the field of regenerative agriculture and soil health. His dedication to Kiss the Ground's mission of "awakening people to the possibilities of regeneration", has motivated him to develop training programs, workshops, and talks designed to empower people around the world to become confident advocates for this growing movement.

## PLENARY PANEL

2:00 - 3:00 P.M.

To be announced

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Michigan Recycling Coalition | PO Box 10070 Lansing, MI 48901 | 602 W. Ionia St. Lansing, MI 48933 | 517.974.3672 | [info@michiganrecycles.org](mailto:info@michiganrecycles.org)

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