AGENDA

Regular Meeting of the County Board of Commissioners

Van Buren County

February 23, 2021 4:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

    1.

2. ADDITIONS/DELETIONS TO THE AGENDA
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES

    A. ** Minutes - February 09, 2021

5. PUBLIC COMMENT
6. PRESENTATION
7. ADMINISTRATIVE AFFAIRS COMMITTEE

    Recommendation/Discussion:

8. BUILDINGS AND GROUNDS COMMITTEE

    Recommendation/Discussion:

9. FINANCE/AUDITING COMMITTEE

    Recommendation/Discussion:

    A. ** VHF Radio Upgrade Project - Water Tower Engineering
    B. ** Annual PC Refresh Purchase
    C. ** Land Bank Authority Fund Establishment/Budget Adjustment
    D. ** Sheriff's Office - Purchase of Vehicles

10. LABOR NEGOTIATIONS AND CONTRACTS

    Recommendation/Discussion:

    A. **MERS Defined Benefit Plan Updated Adoption Agreement
    B. **Rose Street Advisors and Blue Cross Blue Shield Fee for Service Agreements

11. TRANSIT COMMITTEE

    Recommendation/Discussion:

12. VETERAN'S SERVICES COMMITTEE

    Recommendation/Discussion:

13. PUBLIC COMMENT

14. CLOSED SESSION

15. BOARD CORRESPONDENCE

   A. Menominee County
   B. Huron County
   C. Mecosta County
   D. Missaukee County
   E. Iron County Resolution
   F. Lawrence Township Public Hearing Notice

16. COMMITTEE/OUT-BOARD ASSIGNMENTS

17. ORGANIZATIONAL MEETING

18. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

	Description
	Zoom Invite

VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

Richard Godfrey, Chairman
Mike Chappell, Vice-Chair

Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol

NOTICE:

Due to COVID-19 On Tuesday, February 23, 2021 at 3:00 pm and 4:00 pm, the regular Committee of the Whole and Board of Commissioners meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.
When: Feb 23, 2021 02:00 PM Eastern Time (US and Canada)
Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:
https://us02web.zoom.us/j/82879196352

Or iPhone one-tap :
US: +13017158592,,82879196352# or +13126266799,,82879196352#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 828 7919 6352

POSTED: 02/19/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.
If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.
Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven at 219 East Paw Paw Street Suite 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, ext. 1271.

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

	Description
🗋	**Minutes**

MINUTES
County Board of Commissioners
Van Buren County

February 9, 2021 4:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. CALL TO ORDER

   1.

   On the above date the regular meeting of the Board of Commissioners was called to order at 4:04 p.m. by Richard Godfrey, Chairman of the Board.

   The roll was called by County Clerk Suzie Roehm with the following commissioners answering to their name and district: Gail Patterson-Gladney, District 1 (remotely from City of South Haven, Van Buren County, MI); Kurt Doroh, District 2; Richard Godfrey, District 3; Mike Chappell, District 4; Randy Peat, District 5 (remotely from Paw Paw Township, Van Buren County, MI); Donald Hanson, District 6; and Paul Schincariol, District 7 (remotely from Lawton, Van Buren County, MI).

2. ADDITIONS/DELETIONS TO THE AGENDA

   None.

3. APPROVAL OF AGENDA

   All items on the agenda marked with '' are part of the consent agenda. Commissioners or the public can request that items be removed from the consent agenda.**

   Motion to approve the agenda as presented.

   Roll Call Vote: All Yes

   Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

4. APPROVAL OF MINUTES

   A. ** Minutes - January 26, 2021

   Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

5. PUBLIC COMMENT

   None.

6. PRESENTATION

7. ADMINISTRATIVE AFFAIRS COMMITTEE

   A. **Economic Development Corporation Reappointment

   ADMINISTRATIVE AFFAIRS RESOLUTION AA4/2-9-2021

   WHEREAS, the Van Buren County Board of Commissioners is responsible for making appointments to the Economic Development Corporation, and;
   WHEREAS, the request is to reappoint Mr. Tom Stanek for another six-year term to expire February 13, 2027, and;
   WHEREAS, Mr. Stanek currently serves on the Economic Development Corporation and wishes to continue.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the reappointment of Mr. Tom Stanek to the Economic Development Corporation for another six-years for a term to expire February 13, 2027.

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

B. **Non-Attorney Magistrate Appointment

ADMINISTRATIVE AFFAIRS RESOLUTION AA5/2-9-2021

WHEREAS, the request is to approve the Court's appointment of Robyn Papaioannou as a non-attorney magistrate for Van Buren County's 7th District Court, and;
WHEREAS, Pursuant to MCL 600.8501, the Court is requesting the Board offer a resolution approving the appointment of Robyn Papaioannou as a new Non-Attorney Magistrate for the 7th District Court. This is not a new position, but rather a formality since Robyn replaced Susan Zuiderveen who left the Court on December 7, 2020, and;
WHEREAS, MCL 600.8501 (1) says in part "....All magistrates provided for shall be appointed by the judges of the district and the appointments shall be subject to approval by the County Board of Commissioners before a person assumes the duties of the Office of Magistrate.
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the appointment of Robyn Papaioannou as a non-attorney magistrate for Van Buren County's 7th District Court.

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

C. **LEPC Bylaws Review

ADMINISTRATIVE AFFAIRS RESOLUTION AA6/2-9-2021

WHEREAS, the request is to approve the submitted Local Emergency Planning Committee (LEPC) Bylaws update, and;
WHEREAS, The Bylaws were last updated in 2016, and;
WHEREAS, the changes requested are housekeeping only that advise the minutes and meeting schedule will be posted on the Sheriff's website for public viewing, and;
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the submitted revisions to the Local Emergency Planning Committee (LEPC) Bylaws.

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

D. **VHF Radio Project - Tower Site Lease Agreements

ADMINISTRATIVE AFFAIRS RESOLUTION AA7/2-9-2021

WHEREAS, the request is to approve Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority, and;
WHEREAS, VBCO 911 Central Dispatch has utilized various resources around the county to house radio equipment as part of the VHF radio system. In the process of the current upgrade project of the Fire/EMS VHF radio system, it has been determined to add one additional site, move 3 sites, and reuse an additional 3 sites, and;
WHEREAS, Lease agreements to house radio equipment have been produced and presented to the various entities for review and have been approved at each of those levels.
NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves the Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority and authorizes the Board Chair to sign on its behalf.

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

8. BUILDINGS AND GROUNDS COMMITTEE

9. FINANCE/AUDITING COMMITTEE

A. Claims

CLAIMS RESOLUTION C2/2-9-2021

WHEREAS, claims in the amount of $1,775,560.98 for January 2021 were submitted and reviewed. NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approves total claims in the amount of $1,775,560.98.

Roll Call Vote: All Yes

Motion by Paul Schincariol, Second by Gail Patterson-Gladney, Carried

10. LABOR NEGOTIATIONS AND CONTRACTS

11. TRANSIT COMMITTEE

A. **MDOT Contract 2017-0136/P10

TRANSIT RESOLUTION T1/2-9-2021

WHEREAS, the Michigan Department of Transportation (MDOT) has provided Agreement No. 2017-0136, Authorization P10, and;
WHEREAS, this contract needs to be digitally signed for MDOT, and;
WHEREAS, the funds are based on 36% of the estimated eligible costs for FY 2021 and are used for operating expenses, and;
WHEREAS, this contract is Federal Section 5311 Operating/CARES Act funding in the amount of $369,104.
NOW, THEREFORE, BE IT RESOLVED, that the Van Buren County Board of Commissioners approves MDOT Agreement No. 2017-0136, Authorization P10 and authorizes the Chairperson and Vice Chairperson to execute the appropriate documents on their behalf.

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

12. VETERAN'S SERVICES COMMITTEE

13. PUBLIC COMMENT

14. CLOSED SESSION

15. BOARD CORRESPONDENCE

16. COMMITTEE/OUT-BOARD ASSIGNMENTS

- **Finance Committee**
- **Road Commission**
- **Palisades**
- **Wellness Committee**
- **Lt. Governor Briefing**
- **VBC Planning Commission**
- **Emergency Operations**
- **Veterans**
- **Administrative Affairs**
- **Economic Development**
- **Kinexus**
- **911 Advisory Board**
- **MiWorks**
- **Solid Waste Consortium**
- **SW Michigan Behavioral Health**
- **South Haven Rotary Club**
- **OUT Center**
- **Mental Health Authority**

- **LDFA**
- **South Haven Brownfield**
- **Berrien County Diversity**

Administrator Faul:

- **Chief Judge Brickley will be presenting the State of the Court address at the next meeting**

17. ORGANIZATIONAL MEETING

18. ADJOURNMENT

The meeting was adjourned at 4:14 p.m.

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Richard Godfrey, Chairperson

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Suzie Roehm, County Clerk

County Administrator Agenda Item

<u>Regular Meeting of the County Board of Commissioners</u>

Van Buren County

TO:

FROM:

DATE: February 23, 2021

RE:

ATTACHMENTS:

	Description
🗋	**Resolution**
🗋	**Agreement**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to complete engineering and drawing for the water towers that are being utilized in Covert, Gobles, Paw Paw, and South Haven, and;

WHEREAS, this is the next step in the VHF Fire/EMS Radio Upgrade Project, and;

WHEREAS, Funds are utilized from the 911 Fund Balance with a cost of $36,824.00, and;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to complete engineering and drawing for the water towers that are being utilized in Covert, Gobles, Paw Paw, and South Haven and authorizes the Board Chair to sign the appropriate documents on their behalf.

Signed: ______________________________

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Date: February 23, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

Van Buren County Sheriff Dept

Attn: Tim McGee
205 S. Kalamazoo
Paw Paw, MI 49079

Prepared by:

Rick Hochstedler
Communications Consultant

ROE-COMM., INC.

ROE-COMM., INC.

Communications Solutions for now and beyond!

1400 Ramona Avenue, Portage, MI 49002 USA
269.327.1045
www.roecomm.com
Since 1950

January 28, 2021

Tim McGee
Van Buren County Sheriff Dept
205 S. Kalamazoo
Paw Paw, MI 49079

Dear Tim:

We wish to thank you for your interest in our company. I want to assure you careful consideration has gone into the analysis of your current communications needs. The following system reflects considerations regarding your current environment, as well as expected growth and change in your organization and the surrounding community.

In this proposal, you will find a review of our discussion of your communication needs and how the proposed solution will meet your needs. Implementation details are also outlined so that you may clearly know how **ROE-COMM., INC** will put these solutions in place for you. The appendix will detail the equipment list and the itemized pricing.

Sincerely,

Rick Hochstedler

Rick Hochstedler
Sales Manager

Enclosures

ROE COMMUNICATIONS VALUE ADDED CAPABILITIES

More to meet your needs -

Roe Communications has been the area leader providing wireless solutions since 1950. Many of our solutions include equipment from Motorola Solutions Inc, Motorola Solutions is specified more often than all other brands combined.

As a Motorola Solutions Service Shop, Roe Communication, Inc. has over 65+ years experience servicing Kalamazoo and its surrounding communities. We provide in-shop or on-site service on a contract or time and materials basis, therefore, allowing you worry-free and cost-effective maintenance of your radios.

Roe Communications, Inc. offers a complete line of communications equipment tailored to meet your specific needs and budget, with Communications Consultants to assist in the design and Field Technicians to troubleshoot any problems which may occur after installation.

MOTOROLA's National Parts Depot has twenty-four hour service, assuring your prompt delivery of replacement parts, if needed.

MOTOROLA Professional Series products carry a 5 year essential services limited warranty against defects in manufacturing.

ROE-COMM., INC is your Elite Service Partner and Multiple Award-Winning Dealer located in South-Western Michigan.

A variety of creative finance options and terms are available to meet your needs.

APPENDIX
EQUIPMENT DESCRIPTION AND PRICES

Qty.	Item Description	Unit Price	Ext. Price
	Water Tower Engineering:		
4	Initial Site Walk Thru Inspection and Documentation	$1,883.00	$7,532.00
4	Structural Drawing for Proposed Antennas and Preparation	$2,662.00	$10,648.00
4	Civil/Structural Review and Analysis	$1,818.00	$7,272.00
4	Mount Analysis and Design for Site	$1,818.00	$7,272.00
	(South Haven WT, Covert WT, Paw Paw WT, Gobles WT)		
	* All work to be performed by Dixon Engineering		
	MPSCS Site Prep Work and Documentation:		
1	MPSCS SBA Site Documentation and Application Processing	$200.00	$200.00
	FCC Licensing:		
3	License 3 Remaining Sites for 4 Channel Simulcast	$1,300.00	$3,900.00
	MPSCS, Hartford, Columbia Township Tower for		
	VHF Frequencies to Include Coordination, Processing,		
	FCC 10 Year License and Interservice Sharing		
	In addition to 4 Sites on WRKC327		
	Frequencies: 154.205, 154.875, 155.3175, 155.715 FB2		
	System Investment		$36,824.00

TERMS & CONDITIONS:
Standard Terms are C.O.D. or NET 10, NET 30 with Credit Application and Management Approval. The following proposal is good for the next 30 days (⌛). Proposed equipment is subject to applicable freight and sales tax. Roe Communications reserves the right to correct any clerical errors.

ACCEPTANCE:

Signature: ______________________________ Date: _______________

Title: ______________________

Customer agrees to purchase terms and understands that a 20% restocking fee will be applied for any returned non-stock items. Other fees and charges may apply.

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

	Description
	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve the annual purchase of this year's batch of replacement PCs, and;

WHEREAS, every year, the IS Department budgets for and purchases roughly 50 PCs and/or laptops as part of a rolling hardware refresh program. These PCs are distributed throughout County departments to replace the oldest machines in the network. By replacing a number of PCs every year, the County can keep its equipment up to date and secure. Additionally, the phased refresh helps avoid the cost and administrative overhead of purchasing and deploying the entire end-user computer pool in one instance, and;

WHEREAS, several desktops in the Prosecuting Attorney's Office were scheduled for replacement this year. Prosecuting Attorney Zuiderveen has requested that those be replaced with laptops instead. She has agreed to pay the difference in cost between the laptops and the desktops.

WHEREAS, the final cost will be $50,690.52 from 636.0-228.00-.752.005 and $4,107.84 from 258.0-296.00-949.002, and;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to purchase this year's batch of replacement PC's.

Signed: ______________________________

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Date: February 23, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

Description
- **Resolution**
- **Contract**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to establish a Land Bank Authority Fund and once established allocate money through a budget transfer to the Fund, and;

WHEREAS, The Land Bank Authority is new and a fund was not established when it was created. As a start up the Authority is requesting the establishment of the Fund and allocate $5,500 to cover startup costs for its first projects, and;

WHEREAS, moving forward, once there is a sale of Land Bank Authority owned parcels, there is a 50% tax capture for the first five years. This will provide revenue in the future for subsequent projects.

WHEREAS, the financial impact is a $5,500 transfer from the Delinquent Tax Revenue Fund to the Land Bank Authority Fund once the Fund has been established.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to establish a Land Bank Authority Fund and once established allocate money through a $5,500 budget transfer from the Delinquent Tax Revenue Fund to the Land Bank Authority Fund.

Signed: ______________________________

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Date: February 23, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

STATE LAND BANK AUTHORITY
PROFESSIONAL SERVICES CONTRACT WITH
VAN BUREN COUNTY LAND BANK AUTHORITY

The State Land Bank Authority (the "SLBA"), whose address is Post Office Box 30766, Lansing, Michigan 48909, enters into a binding agreement for professional services (the "Agreement") with Van Buren County Land Bank Authority (the "Client"), whose address is 219 East Paw Paw Street, Suite 101, Paw Paw, Michigan 49079. The SLBA and Client shall sometimes be referred to in this Agreement individually as a "Party" or collectively as "Parties".

I. NATURE OF SERVICES

SLBA shall provide consulting services for certain land banking activities desired by the Client, both for property currently owned by the Client and property to be acquired in the future.

II. PERFORMANCE SCHEDULE

Starting Date: February ___, 2021 Ending Date: September 30, 2021

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(E) of this Agreement.

III. COMPENSATION INFORMATION

A) The Client agrees to pay SLBA an amount not to exceed Three Thousand Five Hundred Dollars ($3,500), payable at a rate of One Hundred Dollars ($100) per hour, during the Term. This amount includes all embedded expenses.

B) Payment under this Agreement shall be made by the Client to SLBA within thirty (30) days of receipt of SLBA's billing statement(s) stating that the work for which payment is requested has been appropriately performed. SLBA shall provide SLBA's billing statement(s) to Contract Manager. Contract Manager shall provide SLBA with appropriate submission instructions of SLBA's billing statement(s).

C) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Parties after the Agreement has been signed and accepted by both Parties.

IV. CONTRACT MANAGER

SLBA should communicate with the following Client representative or designee regarding this Agreement:

Trisha Nesbitt (the "Contract Manager")
Chair, Van Buren County Land Bank Authority
219 East Paw Paw Street, Suite 101
Paw Paw, Michigan 9079
nesbittt@vbco.org

V. TERMS AND CONDITIONS

A) SLBA Duties

SLBA agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

B) Independent Contractor

SLBA will act as an independent contractor under this Agreement, and neither SLBA nor any employee or agent or contract personnel of SLBA is, or shall be deemed to be, an employee of the Client due to this Agreement and the relationship between Client and SLBA.

C) Materials

SLBA will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

D) Fringe Benefits

SLBA understands that neither SLBA nor SLBA's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Client.

E) Termination

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination or upon the mutual written agreement of the Parties.

The SLBA may immediately terminate this Agreement upon written notice to Client if Client materially breaches its obligations under this Agreement or engages in any conduct which the SLBA, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the SLBA's reputation or interests. In addition, the SLBA may immediately terminate this Agreement upon written notice to Client, without further liability to the SLBA or the State, its departments, agencies, and employees, if Client, an officer of Client, or employee of Client is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on Client's business integrity. If this Agreement is terminated, the obligations of SLBA and the Client shall terminate, other than the Client's obligation to provide earned and unpaid fees or other payments to SLBA for services performed before the termination.

The Client shall have no obligation to SLBA for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the Client.

F) **Conflict of Interest**

Client shall not attempt to influence any SLBA employee by the direct or indirect offer of anything of value.

In the event of a change in either the interests or services under this Agreement, Client will inform the SLBA regarding possible conflicts of interest that may arise as a result of such change. Client agrees that conflicts of interest shall be resolved to the SLBA's satisfaction or the SLBA may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

G) **Representations of Client**

Client affirms to the best of its knowledge that it is not in material default or breach of any contract or agreement that it may have with the State of Michigan, the SLBA or any other public body. Client further represents and warrants that it has not been a party to any contract with the State, the SLBA or other public body that was terminated within the previous five (5) years due to the Client's failure to perform or otherwise breached an obligation of such contract.

H) **Sharing of Information**

The Client agrees to fully cooperate with SLBA and to make available, subject to any limitations imposed by applicable law, all information necessary for the SLBA to perform its duties under this Agreement.

I) **Non-solicitation**

Client agrees that during the Term of this Agreement and for a period of one (1) year following termination, Client will not entice away, employ, or solicit for employment any current or former employee of the SLBA.

J) **Indemnification**

Client shall indemnify, defend, and hold harmless the SLBA, its Board and its employees from any and all liability arising out of or in any way related to this Agreement, or any breach of the Agreement, including any liability resulting from any acts of Client's employees or agents.

K) **Total Agreement**

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

L) **Assignment/Transfer**

Client shall not assign, transfer, convey, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the SLBA. Client agrees that any of Client's future successors will be bound by the provisions of this Agreement, unless the SLBA otherwise agrees in a specific written consent.

M) **Jurisdiction**

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. By signing this Agreement, Client acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Client resides, in or outside of the United States.

N) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Client nor Client's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State of Michigan, or the SLBA, nor shall they have any authority to take any action or enter into any agreement on behalf of the State of Michigan, or the SLBA.

O) **No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

P) **Force Majeure**

If either Party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that Party will provide written notice to the other Party specifying the nature and expected duration of the Force Majeure. The performance of the Party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either Party during the Term equals or exceeds thirty (30) consecutive days, the other Party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first Party's performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, publicly declared state of emergency, or any other circumstances beyond the reasonable control of the Party asserting it that prevents or delays the performance of any of its obligations under this Agreement. It is expressly agreed that the term "Force Majeure" shall include, but is not necessarily limited to, any actions taken by any governmental entity, including, but not necessarily limited to: the City of Lansing, the Governor of the State of the Michigan, and/or any governmental unit of the United States of America that either closes, terminates, eliminates or substantially impacts the ability of either Party to conduct its customary operations. The Parties also expressly agree that the term "Force Majeure" also includes, but is not necessarily limited to, riots, insurrections, or any governmental actions related thereto.

Q) **Notices**

Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, or by overnight courier addressed to the respective Party at the address set forth in the introduction of this Agreement or a changed address as may be given by a Party to the other by written notice. Any notice will be considered to have been given when personally delivered or five (5) business days after the date of mailing or one (1) business day after the date of forwarding if sent by overnight courier.

R) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

S) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

T) **Survival**

The terms and conditions of sections III, V(E), V(I), V(J), and V(M) shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

CLIENT ACCEPTANCE: Van Buren County Land Bank Authority

Dated: _____________

____
By: Trisha Nesbitt
Its: Chair

SLBA ACCEPTANCE: State Land Bank Authority

Dated: _____________

____
By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

SCOPE OF WORK

Description of Services:

SLBA shall provide consulting services for certain land banking activities desired by the Client, both for property currently owned (City of Hartford site) by the Client and property to be acquired (City of South Haven site) in the future.

Compensation Information:

SLBA services will be rendered at a rate of One Hundred Dollars ($100) per hour and shall not exceed an amount of Three Thousand Five Hundred Dollars ($3,500).

City of Hartford Site:

1. Market Reconnaissance/Assessment (est. 5 hours)
2. Developer Solicitation (est. 10 hours)
   a. Preparation
   b. Dissemination
   c. Review
3. Development Agreements (est. 10 hours)
   a. Preliminary
   b. Final

City of South Haven Site:

1. Site Transfer Consultation (est. 3 hours)
2. Agreement Template and Consultation (est. 4 hours)
3. Act 381 Work Plan Review (est. 3 hours)

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

REQUEST:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

	Description
🗋	Resolution

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **FINANCE** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve the purchase of two vehicles for our investigative divisions and one animal control truck, and;

WHEREAS, The Sheriff's Office regularly replaces aging vehicle within our fleet and the investigative divisions are due to be cycled out. We currently have one vehicle that has high estimate for repair and it is more economical to replace rather than fix, and;

WHEREAS, the new animal control truck will not exceed $33,800 to be paid out of 101.0-430.00-981 Animal Control Vehicles line item.

WHEREAS, the two investigative vehicle will not exceed $50,000 and will be paid out of Public Safety Vehicle line item 207.0-301.00-981.00

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the request to purchase two vehicles for the Sheriff's Department's investigative divisions and one for Animal Control.

Signed: ______________________________

____

____

____

____

____

Date: February 23, 2021 ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

Description
- **Resolution**
- **MERS_DB_SummaryDoc**
- **MERS_DB_AgreementAddendum**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION □ MOTION □ REPORT OF **LABOR NEGOTIATIONS & CONTRACTS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve updated MERS Defined Benefit Adoption Agreement Addendum, and;

WHEREAS, Van Buren County is required to submit an updated Adoption Agreement Addendum indicating changes/and or clarifications to our MERS Defined Benefit Plan. Options for change are included in the Plan Eligibility (Employee Classification, Probationary Period) Service Credit Provisions (Day of Work Definition Modification, Leaves of Absence, and Definition of Compensation). The County can also choose to not make any changes but will still be required to submit the Adoption Agreement, and;

WHEREAS, the only change recommended is to update the Day of Work definition to use the MERS approach of hours per month instead of x number of days per month. The benefit is that alleviates confusion for calculating the service credit for part time workers. It has no financial impact from what we are doing now, and;

WHEREAS, our financial obligations will not change as we adopt the agreement with no changes (other than clarifying Day of Work definition) to the existing Plan, and;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the updated MERS Defined Benefit Adoption Agreement Addendum for all Van Buren County Divisions (8006-01, 02, 11, 12, 13, 14, 15, 16, 17, and 18) and authorizes the Board Chair to sign the documents on its behalf.

Signed: ________________________________

____

____

____

____

____

Date: February 23, 2021 ________________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED □

SECONDED BY: NOT CARRIED □

MERS DB Provision Summary Document

II. Identifying Information and III. Plan Eligibility

The member definitions were taken from prior MERS Adoption Agreements and Amendments. These definitions would remain unchanged.

One unit to note. 8006 02 is labeled as POLC, however, the original documents include all four Sheriff Office units. Further, all four Sheriff Office units were included in the original valuations.

Division Number	**Division Name and Eligible Members**
8006 01	**Elected Officials and Non Union Employees**. *Contains Public Safety Employees*
8006 02	**POLC.** Members of the POAM Dispatch, POAM Road Patrol, POLC Command and GELC Corrections Units. *Contains Public Safety Employees*
8006 11	Members of the **AFSCME General Unit**
8006 12	Members of the **AFSCME Supervisory Unit**
8006 13	Members of the **AFSCME Circuit Court FOC Unit**
8006 14	Members of the **AFSCME Probate Juvenile Court Union**
8006 15	Members of the **AFSCME District Court Unit**
8006 16	**Court Association** Members
8006 17	**Assistant Prosecutors Association**. Members of the Assistant Prosecuting Attorneys Association, Member of the Legal Secretary Association
8006 18	**Full Time** Transit Employees

Employee Classification

The employee classification definitions were taken from MERS Adoption Agreements and Amendments. Please note: Part time employees are eligible across all units with the exception of the Transit Unit. The Transit unit will allow for past part time service time to be awarded should an employee be put into a full time status. This would not effect their the pension benefit earned, but would impact service credit given for vesting purposes, etc….. This provision is codified in the Transit CBA Agreement.

Temporary Employees	Excluded in all groups
Part Time Employees	Included in all units except Transit 8006 18. *Service Credit will be granted for part time service if the employee turns full time.*
Seasonal Employees	Excluded in all groups
Voter Elected Officials	Excluded in all groups except 8006 01 Elected Officials and Non-Union Employees
Appointed Officials	Included in 8006 01
Contract Employees	Included in 8006 01

Probationary Periods

Service begins with the employee's date of hire. Effective with the date of hire, wages paid, and any associated contributions are submitted to MERS. Applies to all Plan Divisions.

IV. Service Credit Provisions

The language in the original Adoption Agreements listed service credit in terms of days. MERS would like for us to adopt the hours approach. There is not an impact in terms of eligibility, but it simplifies the process for auditing and administrative tasks. Further, it assists in alleviating some confusion for part time employees who would meet the hours requirement but not work 10 full time days.

Plan Number	Current Practice	MERS Approach
8006 01	Ten 7.5 Hour Days	75 Hours
8006 02 POLC Groups	Ten 8.0 Hour Days	80 Hours
8006 11	Ten 7.5 Hour Days	75 Hours
8006 12	Ten 7.5 Hour Days	75 Hours
8006 13	Ten 7.5 Hour Days	75 Hours
8006 14	Ten 7.5 Hour Days	75 Hours
8006 15	Ten 7.5 Hour Days	75 Hours
8006 16	Ten 7.5 Hour Days	75 Hours
8006 17 APA, Leg Secretary	Ten 7.5 Hour Days	75 Hours
8006 18 Transit Group	Ten 8.0 Hour Days	80 Hours

Leaves of Absence

Information for this section was researched by Miller Canfield and Mike Overly, MERS of Michigan.

Type of Leave	Service Granted or Not Granted
Short Term Disability	Service Credit Given. Subject to employer and employee Contributions.
Long Term Disability	3rd Party Vendor Service Credit not granted unless supplemented with PTO. If supplemented, PTO would be subject to employee and employer contributions.
Unpaid FMLA	
Workers Compensation	3rd Party Vendor. Service Credit awarded. Sheriff's Office supplement subject to employee and employer contributions

Definition of Compensation

We have reached out to MERS to gain a definition of compensation. MERS studied our current definition and returned the following form. We would recommend we keep it the same.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: DIV:

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

( ) **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- [x] Salary or hourly wage X hours
- [x] PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- [ ] On-call pay
- [ ] Other: ______

Other Wages apply: **YES** (•) **NO** ( )

- [x] Shift differentials
- [x] Overtime
- [ ] Severance issued over time (weekly/bi-weekly)
- [ ] Other: ______

Lump Sum Payments apply: **YES** (•) **NO** ( )

- [x] PTO cash-out
- [x] Longevity
- [ ] Bonuses
- [x] Merit pay
- [x] Job certifications
- [x] Educational degrees
- [ ] Moving expenses
- [ ] Sick payouts
- [ ] Severance (if issued as lump sum)
- [ ] Other: ______

Taxable Payments apply: **YES** (•) **NO** ( )

- [ ] Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- [ ] Prizes, gift cards
- [ ] Personal use of a company car
- [x] Car allowance
- [ ] Other: ______

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: **YES** ( ) **NO** (•)

- [ ] Gun, tools, equipment, uniform
- [ ] Phone
- [ ] Fitness
- [ ] Mileage reimbursement
- [ ] Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- [ ] Other: ______

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: **YES** (•) **NO** ( )

- [x] 457 employee and employer contributions
- [x] 125 cafeteria plan, FSAs and HSAs
- [ ] IRA contributions
- [ ] Other: ______

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: **YES** ( ) **NO** (•)

- [ ] Health plan, dental, vision benefits
- [ ] Workers compensation premiums
- [ ] Short- or Long-term disability premiums
- [ ] Group term or whole life insurance < $50,000
- [ ] Other: ______

Mandatory Contributions apply: **YES** (•) **NO** ( )

- [x] Defined Benefit employee contributions
- [x] MERS Health Care Savings Program employee contributions
- [x] Other: DC EE contribution IF dual DB & DC enrollment

Taxable Fringe Benefits apply: **YES** (•) **NO** ( )

- [ ] Clothing reimbursement
- [ ] Stipends for health insurance opt out payments
- [ ] Group term life insurance > $50,000
- [ ] Other: ______

Other Benefits / Lump Sum Payments apply: **YES** (•) **NO** ( )

- [ ] Workers compensation settlement payments
- [x] Other: Transcript fees

Defined Benefit Plan Adoption Agreement Addendum

MERS®
Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 | www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name ____

Municipality number ____________

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number ____________

Division name on file with MERS ____________________________________

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

____

Employee classification contains **public safety employees:** ☐ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: DIV:

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	☐	☐	☐
Part-Time Employees: Those who regularly work fewer than _______ per _______.	☐	☐	☐
Seasonal Employees: Those who will work for the municipality from __________ to __________ only.	☐	☐	☐
Voter-Elected Officials	☐	☐	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☐
Contract Employees	☐	☐	☐

Probationary Periods (select one):

☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be ______ month(s).

Comments:

☐ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

_________ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☐
Workers' Compensation	☐	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☐
Other: ______________________________ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☐
Other 2: ______________________________ Additional leave types as above	☐	☐

Leaves of absence due to military service are governed by the Federal U*niformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

EMPLOYER NAME: DIV:

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	○ Base Wages	○ Box 1 Wages	○ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < $50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > $50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: DIV:

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

○ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- [x] Salary or hourly wage X hours
- [x] PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- [ ] On-call pay
- [ ] Other: ____

Other Wages apply: **YES** ○ **NO** ○

- [x] Shift differentials
- [x] Overtime
- [ ] Severance issued over time (weekly/bi-weekly)
- [ ] Other: ____

Lump Sum Payments apply: **YES** ○ **NO** ○

- [x] PTO cash-out
- [x] Longevity
- [ ] Bonuses
- [x] Merit pay
- [x] Job certifications
- [x] Educational degrees
- [ ] Moving expenses
- [ ] Sick payouts
- [ ] Severance (if issued as lump sum)
- [ ] Other: ____

Taxable Payments apply: **YES** ○ **NO** ○

- [ ] Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- [ ] Prizes, gift cards
- [ ] Personal use of a company car
- [x] Car allowance
- [ ] Other: ____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: **YES** ○ **NO** ○

- [ ] Gun, tools, equipment, uniform
- [ ] Phone
- [ ] Fitness
- [ ] Mileage reimbursement
- [ ] Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- [ ] Other: ____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: **YES** ○ **NO** ○

- [x] 457 employee and employer contributions
- [x] 125 cafeteria plan, FSAs and HSAs
- [ ] IRA contributions
- [ ] Other: ____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: **YES** ○ **NO** ○

- [ ] Health plan, dental, vision benefits
- [ ] Workers compensation premiums
- [ ] Short- or Long-term disability premiums
- [ ] Group term or whole life insurance < $50,000
- [ ] Other: ____

Mandatory Contributions apply: **YES** ○ **NO** ○

- [x] Defined Benefit employee contributions
- [x] MERS Health Care Savings Program employee contributions
- [x] Other: DC EE contribution IF dual DB & DC enrollment

Taxable Fringe Benefits apply: **YES** ○ **NO** ○

- [ ] Clothing reimbursement
- [ ] Stipends for health insurance opt out payments
- [ ] Group term life insurance > $50,000
- [ ] Other: ____

Other Benefits / Lump Sum Payments apply: **YES** ○ **NO** ○

- [ ] Workers compensation settlement payments
- [x] Other: Transcript fees

EMPLOYER NAME: DIV:

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by

at a Board Meeting which took place on: ________________
(mm/dd/yyyy)

Authorized Signature: ____

Printed Name: ____

Title: ____

Date: ________________

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: **DataCollectionProject@mersofmich.com**

Defined Benefit Plan Adoption Agreement Addendum

MERS® Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 | www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name ____

Municipality number ____________

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number ____________

Division name on file with MERS ________________________________

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

____

Employee classification contains **public safety employees:** ☐ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

EMPLOYER NAME: DIV:

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	☐	☐	☐
Part-Time Employees: Those who regularly work fewer than _______ per _______.	☐	☐	☐
Seasonal Employees: Those who will work for the municipality from __________ to __________ only.	☐	☐	☐
Voter-Elected Officials	☐	☐	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☐
Contract Employees	☐	☐	☐

Probationary Periods (select one):

☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be ______ month(s).

Comments:

☐ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

_________ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☐
Workers' Compensation	☐	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☐
Other: ____________________ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☐
Other 2: ____________________ Additional leave types as above	☐	☐

Leaves of absence due to military service are governed by the Federal U*niformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

EMPLOYER NAME: DIV:

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	○ Base Wages	○ Box 1 Wages	○ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < $50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > $50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

EMPLOYER NAME: DIV:

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

○ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- ☐ Salary or hourly wage X hours
- ☐ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- ☐ On-call pay
- ☐ Other: ____________

Other Wages apply: **YES** ○ **NO** ○

- ☐ Shift differentials
- ☐ Overtime
- ☐ Severance issued over time (weekly/bi-weekly)
- ☐ Other: ____________

Lump Sum Payments apply: **YES** ○ **NO** ○

- ☐ PTO cash-out
- ☐ Longevity
- ☐ Bonuses
- ☐ Merit pay
- ☐ Job certifications
- ☐ Educational degrees
- ☐ Moving expenses
- ☐ Sick payouts
- ☐ Severance (if issued as lump sum)
- ☐ Other: ____________

Taxable Payments apply: **YES** ○ **NO** ○

- ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- ☐ Prizes, gift cards
- ☐ Personal use of a company car
- ☐ Car allowance
- ☐ Other: ____________

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: **YES** ○ **NO** ○

- ☐ Gun, tools, equipment, uniform
- ☐ Phone
- ☐ Fitness
- ☐ Mileage reimbursement
- ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- ☐ Other: ____________

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: **YES** ○ **NO** ○

- ☐ 457 employee and employer contributions
- ☐ 125 cafeteria plan, FSAs and HSAs
- ☐ IRA contributions
- ☐ Other: ____________

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: **YES** ○ **NO** ○

- ☐ Health plan, dental, vision benefits
- ☐ Workers compensation premiums
- ☐ Short- or Long-term disability premiums
- ☐ Group term or whole life insurance < $50,000
- ☐ Other: ____________

Mandatory Contributions apply: **YES** ○ **NO** ○

- ☐ Defined Benefit employee contributions
- ☐ MERS Health Care Savings Program employee contributions
- ☐ Other: DC EE contribution IF dual DB & DC enrollment

Taxable Fringe Benefits apply: **YES** ○ **NO** ○

- ☐ Clothing reimbursement
- ☐ Stipends for health insurance opt out payments
- ☐ Group term life insurance > $50,000
- ☐ Other: ____________

Other Benefits / Lump Sum Payments apply: **YES** ○ **NO** ○

- ☐ Workers compensation settlement payments
- ☐ Other: Transcript fees

EMPLOYER NAME: DIV:

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by

at a Board Meeting which took place on: ________________
(mm/dd/yyyy)

Authorized Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ________________

☐ I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: **DataCollectionProject@mersofmich.com**

County Administrator Agenda Item
<u>Regular Meeting of the County Board of Commissioners</u>
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

Description

- **Resolution**
- **BCBS**
- **Rose Street**

VAN BUREN COUNTY BOARD OF COMMISSIONERS

x RESOLUTION MOTION REPORT OF **LABOR NEGOTIATIONS & CONTRACTS** COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, the request is to approve a renewal with Rose Street Advisors to provide employee benefit consulting services for the period of March 1, 2021 to December 31, 2023, and;

WHEREAS, Rose Street Advisors are responsible for assisting the County Board and advising them on matters pertaining to fringe benefits, and ensuring the County is compliant with all rules and regulation's concerning fringe benefits, In addition, they manage the County's compliance with PA 152 and Affordability Care Act, prepare bid specifications for Life Insurance, Short Term and Long Term Disability Insurance, Dental, Vision and Health Insurance and serve as the County's advocate with third party payers, which include Blue Cross Blue Shield, and;

WHEREAS, Rose Street Advisors has been providing these services for close to twenty years. We normally have renewed this agreement to coincide with our benefit plan year. Because we changed our benefit year to be the calendar year, this agreement will end December 31, 2023. Consequently, it is a 2 3/4-year term not a 3-year term as was done in the past, and;

WHEREAS, The County will pay a consulting fee of $3,000 per month. This is an increase from $2,860 per month, and;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners approve the renewal with Rose Street Advisors to provide employee benefit consulting services for the period of March 1, 2021 to December 31, 2023 and authorizes the Board Chair to sign the appropriate documents on its behalf.

Signed: ______________________________

____

____

____

____

____

Date: <u>February 23, 2021</u> ______________________________

FOR CLERK'S USE ONLY

MOTION BY: CARRIED

SECONDED BY: NOT CARRIED

CID: ______________

AGENT FEE PROCESSING AGREEMENT

This agent fee processing agreement ("Agreement") is effective March 1, 2021, and is made among Blue Cross Blue Shield of Michigan, a Michigan non-profit corporation with offices at 600 Lafayette East, Detroit, Michigan 48226 ("BCBSM"), Van Buren County, Michigan with offices at 219 E. Paw Paw Street, Paw Paw, MI 49079 ("Group") and Rose Street Advisors, LLC with offices at 244 N. Rose Street, Kalamazoo, MI 49007("Agent").

Whereas, Group and Agent have negotiated an agent fee ("Agent Fee") that Group will pay Agent; Whereas,

BCBSM is willing to assist Group with the payment process of the Agent Fee;

Now therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Group and Agent have negotiated and agreed to the following Agent Fee for the period beginning March 1, 2021 until terminated by any party as set forth below:
    a. $______________per month; or
    b. $______________per contract per month (only for non-quarterly settled Groups)
2. Group and Agent acknowledge and agree that such Agent Fee is reasonable compensation for Agent's services.
3. In addition to the services that BCBSM performs pursuant to an administrative services contract ("ASC") with Group, BCBSM is willing to assist Group with the payment process for the Agent Fee.
4. BCBSM will add the Agent Fee to Group's ASC invoice as follows:
    a. If Group's ASC is a weekly or monthly invoice program, the Agent Fee will be added to the invoice that contains the ASC administrative fee;
    b. If Group's ASC is a quarterly settled weekly or quarterly settled monthly invoice program, each month the Agent Fee will be set forth on BCBSM's eBookshelf or eBilling website (Note: Group's Quarterly Payment Schedule will not reflect the Agent Fee, however, the Group's quarterly reconciliation will include a separate line item for the Agent Fee payments that were made in the previous quarter);
    c. If Group's ASC is an advance deposit program or monthly cap program, each month the Agent Fee will be set forth on BCBSM's eBookshelf or eBilling website;
5. Group will pay BCBSM the Agent Fee in addition to Group's required ASC payments and on the same schedule, terms and conditions as set forth in the ASC.
6. BCBSM will process all Agent Fee payments on a pass-through basis and BCBSM will only pay the Agent if BCBSM receives such amount from Group. BCBSM will report the Agent Fee to Group for Group's Form 5500. BCBSM will also report the Agent Fee to the Internal Revenue Service and issue Form 1099s to the Agent.
7. Group may change the Agent and/or Agent Fee by completing and giving BCBSM a new, fully executed Agent Fee Agreement 30 days prior to the 1st of the month in which the new Agent and/or Agent Fee will be payable.
8. Group and Agent acknowledge that BCBSM's process does not allow for any retro-changes to the Agent or Agent Fee.
9. This Agreement may be terminated by any party by giving the other parties 30 days prior written notice.
10. The terms and conditions of this Agreement shall be confidential and shall not be disclosed or released to any third party without the prior written consent of all parties.

11. General Terms.

a. Waiver. The failure of any party at any time to require performance of any provision of this Agreement shall not affect in any way that party's full right to require such performance at any time thereafter.

b. Compliance with Laws. Agent shall comply with all state and federal laws and regulations applicable to Agent's representation of BCBSM. Agent shall also comply with all rules and instructions issued by BCBSM, including but not limited to underwriting rules, regarding the marketing, sale and servicing of any Products offered through BCBSM.

c. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable for any reason, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

d. Merger Clause. This Agreement shall be the entire agreement of the parties and supersedes all previous agreements whether oral or written among BCBSM, Group and Agent.

e. Assignment. The Agent Fee shall not be assignable to any third party without the prior written consent of all parties.

f. Law. This Agreement is entered into in the State of Michigan and shall be construed according to the laws of Michigan.

g. Amendment. This Agreement may be amended only by a written amendment duly executed by authorized representatives of each party.

h. Warranties. BCBSM MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF ITS SERVICES OR DELIVERABLES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ITS PERFORMANCE.

i. Indemnification. Group and Agent shall indemnify, defend, and hold BCBSM harmless from and against any and all claims, actions, loss, damage, liability, cost or expense resulting from Group or Agent's acts or omission with respect to this Agreement, unless caused by BCBSM's gross or willful misconduct. In addition, BCBSM shall not be liable for any indirect, incidental, reliance, special, consequential or punitive damages (including lost revenue, lost profit, or loss of business opportunity) of any Party, including third parties, whether or not such damages are foreseen or unforeseen.

Group	Agent
______________________	______________________
Signature	Signature
______________________	______________________
Print Name and Title	Print Name and Title
Date: ______________________	Date: ______________________

Blue Cross Blue Shield of Michigan

____

Signature

____

Print Name and Title

Date: ______________________

EMPLOYEE BENEFIT CONSULTING SERVICES AGREEMENT

This Agreement made as of March 1, 2021, between the County of Van Buren, a Michigan Governmental Agency with its principal place of business at 219 E. Paw Paw Street, Suite 303, Paw Paw, Michigan, 49079 ("VBC"), and Rose Street Advisors, LLC, a Michigan Limited Liability Company with its principal place of business at 244 North Rose Street, Kalamazoo, Michigan, 49007 ("Consultant").

VBC desires to retain the services of Consultant and Consultant desires to perform certain services for VBC. In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. ***Scope of Services.*** RSA will provide assistance with the strategic planning and development of VBC's Corporate Health and Welfare Program including Medical, Prescription Drug, Dental, Life, Disability, Vision, Flexible Spending Accounts, and Wellness components. RSA will advise VBC as to the tactical and operational components necessary to support current and future objectives relative to the program's design, implementation, administration, maintenance and management. Specifically, RSA's services will include the following:

Phase I – Objective Setting

- Collect current and historical data from vendor(s)
- Discuss industry updates, trends and strategies
- Perform demographic analysis
- Conduct plan analysis
- Document and analyze current program provisions
- Availability to assist with Wellness Program, additional benefit design and implementation, and payroll/online benefits enrollment platforms
- Availability to assist with special projects as needed.
- Provide Utilization Summary
- Provide Financial Summary
- Develop Benchmarking Analysis
- Conduct Discovery Interviews
- Available to assist with union negotiations for benefits

Phase II – Design and Funding

- Determine prospective plan specifications
- Facilitate plan design and provision modifications (if applicable)
-

- Present and educate on market and plan trends including, but not limited to, value based insurance designs, direct contracting, etc.
- Compare alternative funding mechanisms (fully insured, partially self funded, HRA, HSA, etc.)
- Evaluate current contribution strategies and proposed alternatives

Phase III – Sourcing

- Compile and cleanse data
- Identify potential markets for consideration
- Develop and distribute RFP
- Manage RFP process
- Facilitate vendor communication/Q&A
- Perform technical and financial evaluation
- Evaluate vendor responses
- Present results and recommendations
- Conduct finalist meetings and/or site visits as required / recommended
- Manage final negotiations

Phase IV – Implementation, Education and Enrollment

- Develop plan and audit processes for vendor implementation
- Participate throughout implementation calls/meetings
- Facilitate and assist in development of wellness committee
- Complete and review applications, amendments and endorsements
- Confirm plan designs
- Coordinate employee open enrollments and educational meetings
- Confirm rates
- Facilitate plan provision changes
- Assist in the preparation of program communications
- Evaluate and identify appropriate medium for delivery of enrollment message
- Coordinate delivery of enrollment materials with the insurer
- Assure that all necessary contracts and/or amendments
- Provide health insurance reform updates and guidance
- Facilitate vendor cancellation, if applicable

Phase V – Program Management

- Provide ongoing operational, administrative support and insurance vendor billing assistance

- Provide annual model notices and regular legislative updates
- Implement quarterly or semi-annual face-to-face vendor meetings to address clinical indicators (vendor performance) and review financial metrics and reporting
- Confirm accuracy of short term and long term program objectives
- Coordinate timeline and collect vendor renewal offers
- Perform renewal analysis and negotiate offers
- Develop renewal summary analysis
- Develop plan design models and rate differentials including budget rates and contributions
- Evaluate internal needs and external opportunities to enhance program design and cost effectiveness through ongoing benchmarking, plan analysis, market evaluation, program sourcing and claims analysis.

2. ***Term and Termination*.** The term of this Agreement shall be thirty four (34) months which shall commence on March 1, 2021 and shall continue until December 31, 2023 unless sooner terminated:

a. by RSA for failure of VBC to make a timely payment required in Section 3 within ten (10) days following the receipt by VBC of a written notice from RSA of the failure to pay such amount due or failure of VBC to fulfill its obligations set forth in Section 6.

b. by VBC for any reason. If for any reason Van Buren County may elect to terminate this contract. Van Buren shall provide RSA thirty days notice of their intentions to terminate said contract. Essentially, this agreement shall be considered a 30 day contract with the opportunity for Van Buren County to terminate said contract at any time and only being financially responsible to pay RSA for the thirty days notification period.

c. RSA shall be entitled to payment for its services through the effective date of termination.

3. ***Fees*.** VBC shall pay RSA a consulting fee of $3,000 per month and agrees that Blue Cross Blue Shield of Michigan (BCBSM) will pay RSA a 3.5% bonus on the stop-loss premiums each month commencing March 1, 2021. The Consulting fee is due on the first (1st) day of each month and will be incorporated within the BCBSM invoice.

On the effective date of this agreement, BCBSM is the health insurance provider for the employees of VBC. So long as BCBSM continues to be the selected health insurance provider the consulting fee will be paid by VBC to BCBSM who shall forward the fee to RSA. It is understood that in the event a new or different carrier or provider is selected that does not cooperate in a “pass through” fee to RSA from VBC, VBC shall pay the consulting fee directly to RSA.

4. ***Performance Report Card.*** No later than December 31st of each year, VBC designated staff will complete a “Consulting Service Client Satisfaction Survey” to provide a measure of RSA’s ability to meet or exceed specific performance standards and expectations. VBC and RSA shall mutually agree on the specific performance measures used in the evaluation. The following rating scale shall be used for each performance measure:

Strongly Agree	SA
Agree	A
Kind Of	K
Disagree	D
Strongly Disagree	SD

5. ***Obligations of VBC***. VBC covenants that it will cooperate, to its extent possible, with RSA and promptly and timely provide information and access to information and personnel necessary for RSA to perform its functions in a timely and professional manner. VBC shall make available to RSA at VBC’s primary site and at VBC’s expense, office space, equipment, supplies and support services reasonably required for the performance of RSA’s duties under this Agreement.

6. ***RSA HIPAA Business Associate Status***. RSA acknowledges that it will have reason to use and/or disclose personal health information as protected by HIPAA and defined at 45 C.F.R. §160.103. RSA further acknowledges that VBC is a “covered entity” and that it is a “business associate” as those terms are defined at 45 C.F.R. §160.103. Accordingly, RSA submits the fully executed Business Associate Agreement attached hereto as Exhibit B and incorporated herein.

7. ***Confidentiality***. RSA and VBC mutually covenant and agree that they shall not, at any time, directly or indirectly, on behalf of any person, firm, partnership or corporation, divulge or disclose for any purposes whatsoever any personally identifiable or protected health information of any individual, any work product or work papers produced as a result of the services provided under this Agreement or any trade secret or proprietary or confidential information of either party including financial statements and projections, business plans and marketing plans that have been obtained by or disclosed to each other as a result of this Agreement.

8. ***Ownership of Work Product***. All materials prepared by RSA in the performance of services under this Agreement including, without limitation, analysis, financial reviews and reports shall be the property of RSA and the contents shall not be revealed to any third party without the express consent of RSA. Notwithstanding the foregoing, copies may be retained by VBC for its files.

9. ***Relationship of the Parties***. The Parties acknowledge and agree that RSA is acting as an independent contractor. Nothing in this Agreement shall be construed or deemed to create any joint venture, partnership, agency, employer-employee or other relationship between the parties.

10. ***Entire Agreement***. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter of this Agreement. No provision of this Agreement may be modified, waived, or deleted unless such waiver, modification or deletion is in writing and is signed by a duly authorized officer of each party.

11. ***Severability***. In the event that any provision of this Agreement shall be held or determined to be invalid, illegal or otherwise enforceable, the validity, legality and enforceable of the remaining provisions shall in no way be affected or impaired thereby. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar waiver of any right on any other occasion or instance.

12. ***Assignment***. Neither party may sell transfer or assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

13. ***Governing Law***. This Agreement shall be governed by the laws of the State of Michigan without reference to, or application of, its conflict of laws principles.

Rose Street Advisors	County of Van Buren, Michigan
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

Description
Resolution

"Menominee County – Where the Best of Michigan Begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

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

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

RESOLUTION – 2021-06

RESOLUTION SUPPORTING A COLLECTIVE EFFORT BY MICHIGAN COUNTIES IN OPPOSING CURRENT AND FUTURE ORDERS UNILATERALLY ISSUED BY GOVERNOR WHITMER AND STATE AGENCIES IN RESPONSE TO COVID-19

WHEREAS, Antrim County, Baraga County, Delta County, Grand Traverse County, Houghton County, and Kalkaska County have recently passed resolutions opposing orders unilaterally issued by Governor Whitmer and various state agencies in response to the COVID-19 Pandemic; and

WHEREAS, Menominee County wishes to voice our solidarity with the other counties in the State of Michigan in opposing orders unilaterally issued by Governor Whitmer and various state agencies in response to the COVID-19 Pandemic; and

WHEREAS, the COVID-19 virus has caused an unprecedented time in our history; however, even in the time of crisis the basic civil liberties and foundations of our society must be preserved; and

WHEREAS, Governor Whitmer and the various state agencies do not have authority to unilaterally impose orders that essentially equate into laws. This function is reserved by the Michigan Legislature and is essential to the checks and balances upon the three branches of government; and

WHEREAS, Menominee County acknowledges that there are differing opinions on the path to be taken in response to COVID-19; however, those debates and decisions are to be made by the legislators that have been duly elected by the People of the State of Michigan; and

WHEREAS, the draconian orders that have been issued thus far throughout the pandemic have resulted in irreparable harm to the economy, education of youth, and mental health of residents in Menominee County; and

WHEREAS, Menominee County would like to gesture to other counties in the State of Michigan that Menominee County is an ally in any collective effort initiated to challenge the legality of the orders and restrictions issued by Governor Whitmer, the Michigan Department of Health and Human Services, or any other state agency that were unilaterally imposed without the approval of the Michigan Legislature; and

WHEREAS, Menominee County does not dismiss the seriousness of COVID-19; however, the response to the threat must be appropriate and justified. Unfortunately, the orders issued by Governor Whitmer and the Michigan Department of Health and Human Services have resulted in, and are indicative of, inflicting future collateral damage to the local economy, small businesses, and families that far exceed the actual threat of COVID-19; and

WHEREAS, Menominee County supports common sense approaches to combat COVID-19, such as: following social distancing recommendations, health screenings for employees and customers, promoting healthy hygienic practices, and encouraging individuals that are considered high risk to continue to self-quarantine and adhere to the strictest recommendations established by the Centers for Disease Control.

NOW THEREFORE, BE IT RESOLVED THAT: The Menominee County Board of Commissioners calls upon the Michigan Legislature to fulfill their duty to the People of the State of Michigan and restore the checks and balances essential to our democracy; and

BE IT FURTHER RESOLVED: That we do not support the expenditure of county funds to enforce orders unilaterally imposed by Governor Whitmer and state agencies that do not have the authority of law; and

BE IT FURTHER RESOLVED: That the Menominee County Board of Commissioners support a collective action by the counties in the State of Michigan to challenge the legality of the orders and restrictions put forth unvirtuously in response to the COVID-19 Pandemic by the Executive Branch of Government in the State of Michigan; and

BE IT FURTHER RESOLVED: That a copy of this Resolution be sent to Governor Whitmer, Senator Ed McBroom, Representative Beau LaFave, the Michigan Senate, the Michigan House of Representatives, the Michigan Association of Counties, and to the Clerk of each County in the State of Michigan.

Roll call vote: AYES: 6 NAYS: 3

RESOLUTION DECLARED ADOPTED.

Larry Phelps, County Board Chairman

2/9/2021
Date

STATE OF MICHIGAN)
) ss.
COUNTY OF MENOMINEE)

I hereby certify that the foregoing is a true and complete copy of **Resolution 2021-06** adopted by the County Board of Commissioners at a regular meeting held on **February 9, 2021,** and I further certify that the public notice of such meeting was given as provided by law.

Marc Kleiman, Menominee County Clerk

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: February 23, 2021

RE:

ATTACHMENTS:

	Description
🗋	**Resolution**

No. 21- 19C

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, Enbridge's Line 5 has been operating safely and reliably in the Straits of Mackinac for more than 66 years; and

WHEREAS, Enbridge's Line 5, a light crude and natural gas liquids pipeline, helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and

WHEREAS, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and

WHEREAS, issues have been raised by several concerned parties regarding the possibility and impact of a breach of Line 5 into the Straits of Mackinac, as well as multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service; and

WHEREAS, consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed; and

WHEREAS, Enbridge and the State of Michigan, under the Snyder administration, negotiated an "agreement" for a 5 year $500 million project, to construct a tunnel 100 feet below bedrock to encase Line 5, the entire length of the Straits, in one-foot-thick concrete walls in order to mitigate the chances of any leaks of product into the Great Lakes; and

WHEREAS, the current Michigan Attorney General, Dana Nessel, has subsequently opposed the negotiated "agreement" and filed a lawsuit in Ingham County Circuit Court to close down Line 5 immediately, effectively canceling all efforts to begin construction of the tunnel; and

WHEREAS, this action may very well provide unintended consequences for all parties as the litigation to close down Line 5 may take years to be resolved in the courts with no assurance of the outcome; and

WHEREAS, the time to resolve the litigation may simply result in the delay of the start of the construction of the tunnel thereby leaving the existing Line 5 in place unnecessarily for several additional years; and

WHEREAS, Enbridge has demonstrated a willingness to work with the state to both protect the Great Lakes and ensure the continued safe delivery of energy we all rely on; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners hereby joins with other Michigan counties in extending its support for Enbridge's proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed.

Resolution No. 21-19C

Respectfully submitted,

LEGISLATIVE COMMITTEE

Joe Murphy, Chairman

Michael H. Meissner

Michael H. Meissner, Vice Chairman

Steve Vaughan, Member

Dated: February 9, 2021

~~VOICE~~ / ROLL CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	☑	☐	☐	JOHN L. BODIS	☑	☐	☐
MICHAEL H. MEISSNER	☑	☐	☐	JOE MURPHY	☑	☐	☐
TODD TALASKI	☑	☐	☐	MARY E. BABCOCK	☑	☐	☐
STEVE VAUGHAN	☑	☐	☐				

RESOLUTION: ☑ ADOPTED ☐ DEFEATED ☐ TABLED

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

	Description
🗋	Resolution

MECOSTA COUNTY RESOLUTION
#2021- 05

Resolution of Support for Local Businesses

The following preamble and resolution were offered by Commissioner L. Howard

and supported by Commissioner J. Strong:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death with resulting widespread disruptions to everyday life; and

WHEREAS, the Mecosta County Board of Commissioners recognizes that COVID-19 is having, and will continue to have, direct short and long term impacts on all County residents, impacts which include, but are not limited to, physical and mental health care difficulties, educational constraints, and financial strains; and

WHEREAS, the Mecosta County Board of Commissioners understands that many local private businesses and industries have suffered and continue to suffer economic harm due to COVID-19 thru no fault of their own; and

WHEREAS, the Mecosta County Board of Commissioners believes that the vitality of our local restaurants, hotels, recreation venues, industries, service providers, etc., contributes substantially to the overall physical and mental well-being of residents of the County; and

WHEREAS, the Mecosta County Board of Commissioners recognizes that there are many options available to support Mecosta County small businesses; such as buying locally, ordering takeout food, making advance reservations, and purchasing gift cards to assist these vital businesses in their long term survival.

NOW THEREFORE, BE IT RESOLVED, that the Mecosta County Board of Commissioners encourages County residents to support local businesses at all times, but particularly during this global pandemic.

BE IT FURTHER RESOLVED that the Mecosta County Board of Commissioners encourages the lifting of restrictions on businesses as soon as is feasible.

BE IT FURTHERS RESOLVED, that that copies of this resolution be transmitted to Governor Whitmer, Speaker of the House Wentworth, Senate Majority Leader Shirkey, the Michigan Association of Counties and all Counties within Michigan..

AYES: Commissioners: L. Howard, J. Strong, R. Steinke, T. O'Neil, W. Nystrom, W. Routley, M. Bradstrom

NAYS: Commissioners: None

RESOLUTION DECLARED ADOPTED. Marcee M. Purcell

Marcee M. Purcell
Mecosta County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MECOSTA)

I, the undersigned, the duly qualified and acting Clerk of the County of Mecosta, Michigan (the County) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 4th day of February 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this 4th day of Feb., 2021, A.D.

Marcee M. Purcell

Marcee M. Purcell
Mecosta County Clerk

County Administrator Agenda Item

Regular Meeting of the County Board of Commissioners

Van Buren County

TO:

FROM:

DATE: February 23, 2021

RE:

ATTACHMENTS:

	Description
🗋	**Resolution**

MISSAUKEE COUNTY RESOLUTION 2021-2
PANDEMIC RESOLUTION

The Missaukee County Board of Commissioners, at a Regular Meeting, February 9, 2021, reviewed and approved the following:

WHEREAS, we live in a time of pandemic; and

WHEREAS, we are now entering into the second year of the global pandemic which has impacted every Missaukee County citizen in a myriad ways; and

WHEREAS, the threat from the virus, though serious, has resulted in a thwarting of constitutional liberties and personal freedoms without sufficient regard for ongoing and potentially irreparable economic, emotional, educational and other societal abuses; and

WHEREAS, Governor Whitmer working with the Attorney General, Secretary of State, the Directors of the Michigan Health Department and the Michigan Licensing and Regulatory Affairs, did engage in fining, penalizing, and revoking the licenses of businesses for failure to obey and enforce the unconstitutional Executive Orders; and

WHEREAS, the orders by the MDHHS lack legislative support of the democratically elected representatives, having been initiated unilaterally and unconstitutionally by the Governor of Michigan; and

WHEREAS, the orders by the MDHHS have disallowed any degree of personal accountability, eroded constitutional rights of citizens and have placed undue burden and restrictions on local businesses, local employees and the citizens of Missaukee County; and

WHEREAS, The Michigan Department of Health and Human Services (MDHHS) has issued orders without providing funding or sufficient guidance for the enforcement of such orders; and

WHEREAS, the 1st Amendment to the constitution states: "*Congress shall make no laws respecting an establishment of religion, or prohibiting the free exercise thereof: or abridging the freedom of speech, or of the press, or of the people to peaceably assemble, and to petition the government for a redress of grievances.*"; and

WHEREAS, title 18, u.s.c. section 241 says "*If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same...*" Title 18, u.s.c 242 says "*Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for* *the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both*"; and

WHEREAS, the right and responsibility of individuals to self-determine what is best for their own health, liberty and pursuit of happiness is necessary and ensured by our Constitution, which we have taken an oath to defend and uphold;

NOW THEREFORE, BE IT RESOLVED, The Missaukee County Commission calls upon the Michigan Legislature to exercise their co-equal authority by adopting constitutionally sound measures which limit the unchecked exercise and abuse of executive power, which restore individual responsibility and accountability, and which return Michigan to the ranks of freedom-loving governments everywhere.

FURTHER, The Missaukee County Commission does not support the expenditure of any county funds for the purpose of arrest and prosecution of any person accused of violating MDHHS emergency orders regarding COVID-19, and encourages the Missaukee County Sheriff's Department and The Missaukee County Prosecutors Office to uphold their oaths of office to support the Constitution, which is the Supreme Law of the land, and make this the lowest priority;

FURTHER, we call upon the citizens of Missaukee County to act responsibly with regards to others while determining for themselves what is best for themselves, for their own families and loved ones and how to contend with the ongoing risks associated with the COVID-19 virus;

FURTHER, we call upon local businesses to use their own good judgement to operate in a manner which minimizes risk to patrons while protecting the health and welfare of their businesses, care for their employees, and the community;

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to Governor Whitmer, both United States Senators, all Michigan Members of Congress, both Speakers of the House of Representative and the Senate, along with the Michigan Association of Counties and all Counties within Michigan, along with the Michigan Township Association and all Townships, Cities and Villages within Michigan.

RESOLUTION DECLARED ADOPTED.

I, the undersigned, Clerk/Register of Missaukee County, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Missaukee County Board of Commissioners at its Regular Meeting held February 9, 2021.

Jessica Nielsen
Missaukee County Clerk/Register of Deeds

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

Description
- **Resolution**

RESOLUTION IN SUPPORT OF WAIVING FEES FOR LICENSES/PERMITS FOR SMALL BUSINESSES SERVICING THE PUBLIC

WHEREAS the COVID-19 pandemic has placed a substantial public health risk upon society as a whole;

WHEREAS scientifically tailored public health restrictions to limit the opportunity for spread of COVID-19 amongst services to the public can be a responsible exercise of public health, welfare and safety powers;

WHEREAS many small businesses providing service to the general public that were ordered closed in whole and/or part have yearly licenses and/or permits issued by the State of Michigan;

WHEREAS if safety of society requires closure of small businesses it is inequitable to not provide a waiver in whole and/or part of State of Michigan yearly license and/or permit fees when such activities are ordered closed and/or restricted;

WHEREAS in rural small communities in Iron County, Michigan, small businesses serving the general public are significant centers of economic activity that employ significant numbers of employees and mutually contribute to the economic well being the community;

WHEREAS the small businesses serving the general public have been economically devastated by being unable to serve the general public due to public health orders;

NOW THEREFORE BE IT RESOLVED the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF IRON** as representatives of the citizens of Iron County implore the Governor and the Legislature to immediately adopt legislation providing fee waivers of licenses/permit fees required by the State of Michigan for small businesses serving the general public during such periods service to the public is prohibited and/or limited by public health orders;

The foregoing resolution was moved by Stauber and supported by Ofsdahl.

Yeas: 5

Nays: 0

Absent: 0

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF IRON

By: ____________________
Patti A. Peretto
Its Chairperson

By: ____________________
Julie Kezerle
Its Clerk

I hereby certify that the foregoing is a true and correct copy of the resolution adopted at a meeting of the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF IRON** held on February 8, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF IRON

By: ____________________
Julie Kezerle
Its Clerk

c:resolution.licens.permits

County Administrator Agenda Item
Regular Meeting of the County Board of Commissioners
Van Buren County

TO:
FROM:
DATE: February 23, 2021
RE:

ATTACHMENTS:

	Description
🗋	**Public Hearing Notice**

NOTICE OF PUBLIC HEARING
&
NOTICE OF REGULAR MEETING

REGULAR MEETING OF THE LAWRENCE TOWNSHIP BOARD OF TRUSTEES
To be held
on 03/11/2021 at 7:00 P.M., remotely, see below.

To stop the spread of COVID-19, if required by law at the time of the meeting, this meeting will be held *remotely* WITHOUT in-person attendance. If not permitted by law in effect at the time of the meeting, the meeting will be held in person at 411 N. Paw Paw St., Lawrence, MI 49064.

To join the meeting remotely, you may phone in or participate online.
For best performance, please download the desktop or mobile app for Free Conference Call (FCC).

https://join.freeconferencecall.com/clerk060
Online meeting ID: clerk060
The public may also participate by calling into the phone numbers below:
non-toll free number (760) 548-9303 or
toll free (844) 854-2222 and providing access code 475629#

Members of the public will only be able to speak during the public hearing and public comment portions of the meeting/public hearing and such comments will be limited to two minutes per person during each opportunity to speak. To provide for orderly public participation, a person wishing to speak must state their name and request to be recognized by the Moderator. The Moderator will recognize all persons wishing to speak during the public hearing and public comment. If, prior to the meeting/public hearing, members of the public have certain questions or wish to provide input on any business that will be addressed at the meeting/public hearing then such persons may contact the Board members through Judy Janssen, Township Clerk, by email to clerk@lawrence-township.org, or by mail at 411 N. Paw Paw St., Lawrence, MI 49064 7 days before the meeting.

TAKE NOTE, the Lawrence Township Board of Trustees, Lawrence Township, Van Buren County, Michigan agenda for the meeting is as follows:

1) Call to order, roll call & Pledge, approval of 2-11-21 minutes, March 2021 expenditures: Reports (Sheriff, Road Commission, County Commissioner, Village, LTES, Treasurer, Clerk, ZBA, Planning Commission, Senior Services)
2) **Public Hearing concerning AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF LAWRENCE, CHAPTER 29 TO PERMIT THE USE OF OFF ROAD VEHICLES ON ROADS WITHIN THE TOWNSHIP**;
3) action on said Ordinance;
4) old business;
5) new business;
6) Public Comment
7) and any other lawful business;

The Lawrence Township Board of Trustees will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio recordings of printed materials being considered at the meeting, to individuals with disabilities at the meeting or public hearing upon 7 day notice to the Clerk.
Individuals with disabilities requiring auxiliary aids or services should contact the Township by writing or calling the following: Township Clerk, 411 N. Paw Paw St., Lawrence, MI 49064, (269) 674-4255

This notice is posted in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, (MCL 41.72a(2)(3)) and the Americans With Disabilities Act.

A copy of this notice is on file in the Clerk's Office,
located at 411 N. Paw Paw St., Lawrence, MI 49064,
(269) 674-4255.