



AGENDA

St. Clair County Board of Commissioners Ways and Means Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

October 6, 2022 at 6:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - A. Addition: Resolution 22-40 Ratifying Collective Bargaining Agreement - Friend of Court Supervisors Association - FINAL ACTION
 - B. Addition: Resolution 22-41 Ratifying Collective Bargaining Agreement - Communication Officers Union P.O.A.M. - FINAL ACTION
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Resolution 22-37 Ratifying Collective Bargaining Agreement - St. Clair County Corrections Command C.O.A.M. - FINAL ACTION
 - B. Cooling Tower Replacement at St. Clair County Courthouse
 - C. Contract Renewal Approval Request - UHY LLP
 - D. Commissioner McConnell District 1 American Rescue Plan Project - Village of Emmett
 - E. Commissioner Dunn District 4 American Rescue Plan Project - City of Marysville Parks and Recreation Department
 - F. Blue Water Convention Center/Baker College – Parking Agreement
 - G. Resolution 22-38 2022 Winter Tax Levy L-4029 - FINAL ACTION

H. Treasurer Foreclosing Governmental Unit Report

8. Other Ways and Means Matters

9. Information Only

10. Receive and File Packets

11. Adjournment

Committee Chair: David Rushing

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Addition: Resolution 22-40 Ratifying Collective Bargaining Agreement - Friend of Court Supervisors Association - FINAL ACTION

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Resolution 22-40 Ratifying Collective Bargaining Agreement - Friend of Court Supervisors Association	10/3/2022	Cover Memo

RESOLUTION 22-40
RATIFYING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
St. Clair County
AND
Friend of Court Supervisors Association

WHEREAS, the Friend of Court Supervisors Association is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the presentation made to the Board of Commissioners, the Collective Bargaining Agreement with the Friend of Court Supervisors Association for the period of January 1, 2023 through December 31, 2024 is hereby approved and ratified.

DATED: October 06, 2022

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Fourth Floor Suite F
Port Huron, MI 48060

Addition: Resolution 22-41 Ratifying Collective Bargaining Agreement - Communication Officers Union
P.O.A.M. - FINAL ACTION

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Resolution 22-41 Ratifying Collective Bargaining Agreement - Communication Officers Union P.O.A.M.	10/4/2022	Cover Memo

RESOLUTION 22-41
RATIFYING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
St. Clair County
AND
Communication Officers Union-P.O.A.M.

WHEREAS, the Communication Officers Union-P.O.A.M. is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the presentation made to the Board of Commissioners, the Collective Bargaining Agreement with the Communication Officers Union-P.O.A.M. for the period of January 1, 2023 through December 31, 2024 is hereby approved and ratified.

DATED: October 6, 2022

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Fourth Floor Suite F
Port Huron, MI 48060

Resolution 22-37 Ratifying Collective Bargaining Agreement - St. Clair County Corrections Command
C.O.A.M. - FINAL ACTION

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Resolution 22-37 Ratifying Collective Bargaining Agreement - St. Clair County Corrections Command C.O.A.M.	9/22/2022	Cover Memo

RESOLUTION 22-37
RATIFYING COLLECTIVE BARGAINING AGREEMENT
BETWEEN
St. Clair County
AND
St.Clair County Sheriff's Department
AND
St. Clair County Corrections Command C.O.A.M

WHEREAS, the St. Clair County Corrections Command C.O.A.M. is recognized by the Michigan Employment Relations Commission and the County of St. Clair as the exclusive representative of certain employees of St. Clair County; and,

WHEREAS, the parties have collectively bargained mutually acceptable terms and conditions;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the presentation made to the Board of Commissioners, the Collective Bargaining Agreement with the St. Clair County Corrections Command C.O.A.M. for the period of January 1, 2023 through December 31, 2024 is hereby approved and ratified.

DATED: October 6, 2022

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Fourth Floor Suite F
Port Huron, MI 48060

Cooling Tower Replacement at St. Clair County Courthouse

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	cooling tower memo	9/28/2022	Cover Memo
📎	W.J. O'Neill Agreement - Chiller Replacement Courthouse	9/28/2022	Cover Memo
📎	Cooling tower replacement.docx2022	9/28/2022	Cover Memo



COUNTY OF ST. CLAIR



Building Operations & Maintenance

MEMO

To: St. Clair County Board of Commissioners

From: Darrin Koester (St. Clair County Maintenance Director)

Date: September 23, 2022

Re: Cooling tower replacement

I have provided you with three quotes for the cooling tower replacement project for the St Clair County Courthouse. I have listed below for your review the company's that submitted quotes for this project. Also I have also attached the scope of work, that has been designed so that each bidder used the same scope for their proposal.

BID OPENING 9/6/22

VENDOR	DATE, TIME RECD	TOTAL BID AM
Metro Controls	9/2/22 2:48 PM	\$151,180.00
Systemp Corporation	9/2/22 2:09 PM	\$154,100.00
Lee Machinery Movers	9/2/22 12:45 PM	
SyEnergy Engineering	9/2/22 12:45 PM	\$178,252.00
WJ O'Neill Company	9/2/22 10:04 AM	\$138,300.00



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Buildings and Grounds

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: June 30, 2023

Contract – NOT TO EXCEED \$138,300

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	W.J. O’NEILL COMPANY 35457 Industrial Dr. Livonia, MI 48150 (herein, the “Contractor”)
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. **CONTRACT EFFECTIVE DATE AND TERMINATION**

2.1. The effective date of this Contract shall be October 21, 2022, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. **SCOPE OF CONTRACTOR'S SERVICES**

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. **COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**



COUNTY OF ST. CLAIR



- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number P_____.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.



COUNTY OF ST. CLAIR



- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and



COUNTY OF ST. CLAIR



any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

- 6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.



COUNTY OF ST. CLAIR



- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12.** Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.13.** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14.** Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term,



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condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1. If notice is sent to the Contractor, it shall be addressed to:
W.J. O'Neill Company
35457 Industrial Dr.
Livonia, MI 48150
- 7.18.2. If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



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7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____

Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____

Karry Hepting, Administrator/Controller

DATE: _____



ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES

Scope of work for the cooling tower replacement project at the St Clair County Courthouse 2022/2023.

Cooling tower replacement will require 2 crane lifts:

First Lift Fall 2022 to remove and cap piping of the existing tower to allow for roofing to be complete under existing tower.

Second Lift to install the new cooling tower after the roofing is complete.

Scope of work

- Shut down the unit
- Drain unit if required
- Disconnect and dispose of existing water piping at tower only
- Provide crane to remove existing tower to allow for roofing to be completed.
- Provide crane to install new cooling tower
- Provide and install 1 new BAC cooling tower BAC Low Profile model VTL-227-O (see below for description)
- Add 2 – I beams to lift the new tower off the roof
- Connect and insulate where required the new water piping to the new tower
- Flush and leak check piping
- Pumps are new, however replacement may need to be considered to match the required flow of the new cooling tower. Pumps must match the flow of the new cooling tower.
- Provide chemical treatment (chemicals only) for 1 season of operation.
- Install new electrical run-in conduit with all necessary electrical components for the tower fan and other electrical required equipment on new cooling tower. See below for VFD/motor starter specification.
- Start up cooling tower and verify operation
- Provide labor and material and rigging for the above scope of work

Unit Specifications: (No Alternates allowed accept what is specified in this document)

Base Bid

Qty 1 BAC Low Profile model VTL-227-O

forced draft, centrifugal fan, vertical discharge, counterflow cooling tower performance certified by the Cooling Technology Institute to cool 675 gpm of water from 95° to 85° up to a 78.12° wet bulb temperature. The cooling tower will be equipped with no less than the following: → G-235 hot dip galvanized steel construction → Non-corroding PVC fill material and drift eliminators → One (1) 30 HP, TEFC, single speed, inverter rated, T-frame fan motor – the fan motor includes a shaft grounding ring and 110/1 heaters embedded within the windings → Standard inlet connection (spray pressure at the inlet connection = 0.60 psi)

Standard outlet connection with suction strainer and anti-cavitation device → Standard mechanical water level controls → Spring type vibration isolation rails (shipped loose, require field mounting)



COUNTY OF ST. CLAIR



Three-phase power will now be required to the cooling tower fan motor. Additionally, the fan motor is equipped with heaters which are embedded within the windings which will require a 110/1 circuit. The fan motor is inverter rated suitable for control using a variable frequency drive (VFD)

The recirculated water needs to be chemically treated to protect against the formation of scale, corrosion, and biological contamination. The pricing does not include supply of a water treatment system or chemicals. Additionally, the water treater will need to initially amend the treatment regimen to passivate the galvanized steel surfaces to greatly reduce the potential for the formation of white rust. White rust is an aggressive corrosion which attacks galvanized steel surfaces if they've not been properly treated.

The cooling tower will be mounted on vibration isolation rails. The related piping connections will need to be equipped with flex connectors.

VFD/Motor Starter requirement

MANUFACTURERS

VFD shall be manufactured by Franklin Control Systems.

Input 380/415/440/460 VAC +/- 10%, 3 phase, 48-63 Hz or input 200/208/220/230 VAC +/- 10%, 3

phase, 48-63 Hz.

Output Frequency 0 to 120 Hz

Environmental operating conditions: 0 to 40°C, 0 to 3300 feet above sea level, less than 95% humidity, non-condensing.

Enclosure shall be UL Type 1.

Short Circuit Interrupting Rating shall be no less than 100,000A.

Starting Torque: 175% starting torque shall be available from .5 Hz to 60 Hz.

Must meet RFI requirements as specified by IEC STD EN 61000-2(-4)(2001) for variable frequency drives.



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DESIGN

All VFD must be solid state, utilizing Space Vector PWM control for lower motor operating temperature and lower THD on the output. The VFD package as specified herein shall be enclosed in a UL Type 1 enclosure, completely assembled and tested by the manufacturer.

All VFD shall include a digital display, and keypad, regardless of horsepower rating. The keypad is to be used for local control, for setting all parameters, and for stepping through the displays and menus. The keypad shall be removable, capable of remote mounting, and shall have its own non-volatile memory. The keypad shall allow for uploading and downloading of parameter settings as an aid for start-up of multiple VFD.

All VFD must have adjustable carrier frequency and up to 4 programmable V/Hz points.

All VFD must have BAS (Building Automation System) protocols such as Johnson Metasys N2, Modbus, and RS485 as standard and LonWorks, Profibus or BACnet as an option.

All VFD shall be selectable as in both Volts/Hertz or Sensorless Vector Control mode regardless of horsepower rating.

All VFD must have a motor preheat function to prevent moisture accumulation in an idle motor.

All VFD shall include two independent analog inputs as standard, 0 –10VDC and 4-20mA. Both analog inputs shall be utilized as speed references, or as PID inputs. The analog inputs shall be programmed as an individual reference at a time, or as a combined reference together. A second PID loop control shall be provided for control of external equipment.

All VFD shall include a minimum of 8 multi-function input terminals, capable of being programmed to a function on a change of state. These terminals shall provide up to 30 functions, including, but not limited to:

1. External Trip
2. Forward
3. Reverse
4. Three Wire Control
5. Multi-step Speed Selection
6. Interlock
7. Jog
8. Pre-excite/Motor Preheat

The VFD shall provide frequency setting resolution of 0.01 Hz when its Digital Reference is utilized below 100 Hz and 0.1 Hz over 100 Hz. The VFD shall provide frequency setting resolution of 0.03 Hz / 60 Hz when Analog Reference is utilized.

The VFD shall have the ability to automatically restart after an over-current, over-voltage, under-voltage, or loss of input signal protective trip. The number of restart attempts, trial time, and time between reset attempts shall be programmable.

The VFD shall be capable of both Automatic and Manual Torque Boost function to overcome sudden fluctuation of the load.

The VFD shall be equipped with Auto-tuning feature for motor data analysis resulting in optimized motor performance.

The VFD shall be capable of starting into a rotating load (forward or reverse) and accelerate or decelerate to set-point without safety tripping or component damage (flying start). The VFD shall also be capable of DC injection braking at start to stop a reverse spinning motor prior to ramp.

The VFD shall be equipped with an automatic extended power loss ride-through circuit, which will utilize the inertia of the load to keep the drive powered. Minimum power loss ride-through shall be one-cycle, based on full load and no inertia. Typical control power loss ride-through for a fan load shall be 2 seconds minimum.



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All VFD shall have 1 analog output (0-10VDC) which can be programmed to function as one of the following: Output Frequency, Output Current, Output Voltage, DC Link Voltage. Default is set to Output Frequency.

If the input reference (4-20mA or 0-10V) is lost, the VFD shall give the user the option of both (1) stopping and displaying a fault, (2) running at a programmable preset speed, or (3) hold the VFD speed based on the last good reference received. The drive shall be programmable to signal this condition via a keypad warning, relay output and/or over the serial communication bus.

The customer terminal strip shall be isolated from the line and ground.

The drive shall employ current limit circuits to provide "trip-less" operation

The Maximum current limit shall be fixed at 150% (minimum, instantaneous) of the VFD normal duty current rating.

The overload rating of the drive shall be 120% of Rated Current for 1 Min., 150% of Rated Current for 0.5 sec.

The VFD shall have 8 Step Speeds that are preprogrammed via Digital Input Terminals.

The VFD shall have standard Emergency Input and Jog Input Terminals.

The VFD shall provide from 0 to 6000 seconds of Acceleration and Deceleration time setting parameters. Up to 8 Acceleration and 8 Deceleration times shall be programmable.

The VFD shall be optimized for various levels of carrier frequency programmable from 1 to 15 kHz (1 – 3 kHz above 40HP) to reduce motor noise and to provide high system efficiency.

The VFD must have an option to operate multiple motors with single VFD and be able to turn on/off each motors independently as well as simultaneously.

The VFD must have an Energy Saving function in auto and manual mode.

The VFD must have Bi-directional "Speed search" capability.

The VFD shall include provisions for multi-motor control as an option or as standard, enabling control of up to 4 motors.

All VFD include the following programming adjustment capabilities:

Directional Lock selection to prevent the unexpected motor direction.

DC Injection start and stop frequency selection from Minimum output frequency to 60 Hz.

Three programmable critical frequency lockout ranges to prevent the VFD from operating the load continuously at an unstable speed.

Pre-magnetization selection for the motor to build up an adequate level of flux for enhanced starting torque or programmable Volts/Hertz points selection for flexible Variable and Constant load demand curve and fluctuation.

VFD Voltage-output to motor adjustment feature enabling the VFD to generate from 40% up to 110% of nominal input voltage to the VFD.

Five (5) Fault Histories with detailed description of frequency, current, and other operational status at the time of each fault.

Two independently adjustable acceleration and deceleration ramps. These ramp times shall be adjustable from 1 to 6000 seconds.

The VFD shall Ramp or Coast to a stop, DC Injection, as selected by the user.

The VFD shall have selectable 'No-Motor' parameter to facilitate startup and troubleshooting.

Manual speed control adjustable by the VFD Keypad shall be available.

The VFD shall have the following protection circuits. In the case of a protective trip, the drive shall stop and announce the fault condition.

- IGBT overcurrent protection
- Overcurrent trip on load output
- DC overvoltage



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- Internal over temperature
- Ground Fault
- Low Voltage
- Open output phase
- Electronic Thermal Protection. The Electronic Thermal Overload protection shall protect the motor based on speed, load curve, and motor parameters. PC software and for parameter upload/download/graphing shall be provided at no additional charge.

PRODUCT OPTIONS

Three switch Manual Bypass shall be provided when indicated by the schedule. VFD and bypass components shall be mounted inside a common NEMA 1 enclosure, fully pre-wired, and ready for installation as a single UL listed device. Bypass shall include the following:

Output, and bypass contactors, to switch power from the VFD to bypass.

UL 508E Manual Motor Starter with pad-lockable handle to isolate the drive and protect the motor while operating in the bypass mode.

1. Control and safety circuit terminal strip.
2. Drive/Off/Bypass selector switch and Hand/Off/Auto selector switch.
3. Switch selectable smoke purge, auto transfer to bypass and remote transfer functions.
4. Pilot lights (22 mm LEDs) for, "Drive Run" and "Bypass".
5. Hand/Off/Auto selector switch shall provide the following operation:

Hand Position - The drive is given a start command, and the drive will run at preset speed- user adjustable.

Off Position - The start command is removed, all speed inputs are ignored, and power is still applied to the drive. If in bypass mode, the motor is stopped.

Auto Position - The drive is enabled to receive a start command and speed input from a building automation system. If in bypass mode, the motor start/stop is controlled by the building automation system

Annunciation contacts for drive run, drive fault, bypass run and motor OL/safety fault.

6. VFD operator/keypad selection, LCD multi-line display.

Enclosure:

NEMA 1 extended enclosure, to house additional equipment within the VFD enclosure for VFDs not requiring Bypass.

NEMA 12 FVFF (Forced Ventilation inlet Filter and outlet Filter) enclosures with filters and blower.

NEMA 3R enclosures for outdoor installations.

For installation in ambient temperature environment above 104°F, de-rate VFD 20% to increase ambient temperature rating to 122°F.

For installation in sustained ambient temperature environment below 14°F, include panel space heater.

- A. Integral Disconnect: Motor Circuit Protector (MCP) The MCP shall be a UL listed 508 current limiting manual motor starter with magnetic trip elements only. The breaker shall carry a UL 508F rating (up to 100A frame size) with a minimum interrupting rating of 30,000 AIC.
- B. Minimum 3% Line reactors shall be provided on the input side of the drive for harmonic suppression and input rectifier protection. DC Link Reactors or Bus Chokes are not acceptable substitute.
- C. Surge suppression shall be provided to protect the drive from input power disturbances.



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D. Output Filtering:

For long VFD to motor lead lengths provide self contained, installation appropriate enclosed output reactor or filter:

Provide output line reactor when lead is greater than 50 ft. at 460V input line power application.

Provide output line reactor when lead is greater than 200 ft. at 208/230V input line power application.

Provide output dual element filter when lead is greater than 100 ft. at 460V input line power application.

Provide output dual element filter when lead is greater than 400 ft. at 208/230V input line power application.

E. Engraved cabinet nameplates shall be provided.

COOLING TOWER CONTROL PANEL

A. Variable Frequency Drive

1. The cooling tower control panel shall include complete Variable Frequency Drive (VFD) fan control and incorporate control of spray pumps and basin heaters when applicable.

2. A single point power connection for all controlled motors will be included. UL 489 breaker shall include thermal and magnetic trip mechanisms.

3. The VFD shall be capable of controlling the cooling tower fan motor over a range of 10% to 100% of the motor's base frequency.

4. The control panel shall include manual bypass functionality which isolates the VFD.

5. VFD operator controls shall include a VFD/Off/Bypass switch and HOA switch mounted on the enclosure door.

6. The control panel shall include all necessary terminal inputs to control the sequence of operations from a Building Management System including at a minimum: VFD start command, VFD reference speed, spray pump operation, basin heater operation.

7. In the absence of a Building Management System, the control panel shall include a solid state PID temperature controller to adjust the VFD frequency to maintain water temperature. The cold water temperature shall be displayed on the PID controller.

8. The control panel must also include a Full Voltage Non-Reversing Starter for a Spray Pump if present. HOA switch to be included and mounted on the enclosure door.

9. If Basin Heater is Present, the control panel shall also include a basin heater contactor with Off/Auto switch installed and mounted on the enclosure door.

10. Terminal inputs shall be provided for Vibration Cut Out Switch.

11. All internal power and control wiring to be installed and tested in the factory.

12. **A Five-Year Warranty shall be provided as a standard option by panel manufacturer.**

INSTALLATION

Installation shall be the responsibility of the mechanical contractor. The contractor shall install the drive-in accordance with the recommendations of the VFD manufacturer as outlined in the installation manual.

Power wiring shall be completed by the electrical contractor. The contractor shall complete all wiring in accordance with the recommendations of the VFD manufacturer as outlined in the installation manual.

START-UP



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Remote VFD Start-up assistance and training shall be available by factory and/or VFD provider at no additional charge. Start-up technician is not required to be factory certified to preserve factory warranty. A factory supplied start-up form shall be filled out for each drive with a copy provided to the owner, and a copy sent to be kept on file at the manufacturer.

PRODUCT SUPPORT

Factory trained application engineering and service personnel that are thoroughly trained with the supplied VFD and optional packages shall be available via factory remote technical assistance at both the specifying and installation locations. Additional local support to be available through VFD supplier or referred technician for hire or pre-negotiated service terms. Servicing technician does not need to be factory certified to preserve warranty.

Warranty Required

The warranty on the BAC cooling tower is eighteen (18) months following shipment or one (1) year after start-up, whichever occurs first. The motors, drives, and bearings are covered by a five (5) year warranty. The labor required for replacement of the parts is the responsibility of the installing contractor and must be no less than 12 months/ 1-year after start-up.



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE



September 1, 2022
County of St. Clair
200 Grand River, Suite 203
Port Huron, MI 48060

Attention: Ms. Melissa Williams, NGIP-CPP
Mr. Darrin Koester

Re: RFP-BG-0722-442
St Clair County Courthouse
Replacement of Cooling Tower
WJO Estimate #3570

Mechanical
Contracting,
Pipe Fabrication,
Service, & Controls
www.wjo.com

WJ O'Neil Company
35457 Industrial Dr.
Livonia, MI
48150

T 734.458.2300
F 734.458.2305

In response to the request for proposal for the replacement of the cooling tower located at the roof level of the St Clair County Courthouse, we are please to offer the following:

Total Lump Sum: \$138,300.00

Included in our proposal:

- Manpower, materials, equipment, crane and supervision as required
- Drain down existing piping to allow for the disconnect of the cooling tower and the installation of the balancing valve in the mechanical room
- Disconnect the Electrical from the cooling tower to allow for removal
- Two separate mobilizations, one to remove the exiting tower to allow for roof repairs (fall of 2022) and early spring when the weather breaks and the Unit is delivered (current 19 week lead time for tower manufacture)
- Installation of new Baltimore Air Coil Cooling tower with vibration isolators onto new 12" painted structural beams
- Installation of control panel and associated electrical wiring for the panel and power for the new cooling tower
- A \$4000 allowance for chemical treatment chemicals
- Start up and testing, balance of system
- Work to be completed on a straight time shift
- One year warranty from time of acceptance

Not included in our proposal:

- Sales tax
- Engineering, as-built drawings
- Insulation
- Laborers for a site cleanup crew, deep cleaning at end of project, dumpsters, trash removal, (WJO will clean areas we are working in on a daily basis)
- Full Time dedicated Safety personnel (WJO Site Foreman will act as safety representative)

Please review and let me know if you have any questions. Thank you for the opportunity. We look forward to working with you on this project.

Sincerely,

Estimator/ Project Manager



Your Intelligent Facility Partner. For Life



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



COUNTY OF ST. CLAIR



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

Scope of work for the cooling tower replacement project at the St Clair County Courthouse 2022/2023.

Cooling tower replacement will require 2 crane lifts:

First Lift Fall 2022 to remove and cap piping of the existing tower to allow for roofing to be complete under existing tower.

Second Lift to install the new cooling tower after the roofing is complete.

Scope of work

- Shut down the unit
- Drain unit if required
- Disconnect and dispose of existing water piping at tower only
- Provide crane to remove existing tower to allow for roofing to be completed.
- Provide crane to install new cooling tower
- Provide and install 1 new BAC cooling tower BAC Low Profile model VTL-227-O (see below for description)
- Add 2 – I beams to lift the new tower off the roof
- Connect and insulate where required the new water piping to the new tower
- Flush and leak check piping
- Pumps are new, however replacement may need to be considered to match the required flow of the new cooling tower. Pumps must match the flow of the new cooling tower.
- Provide chemical treatment (chemicals only) for 1 season of operation.
- Install new electrical run-in conduit with all necessary electrical components for the tower fan and other electrical required equipment on new cooling tower. See below for VFD/motor starter specification.
- Start up cooling tower and verify operation
- Provide labor and material and rigging for the above scope of work

Unit Specifications: (No Alternates allowed accept what is specified in this document)

Base Bid

Qty 1 BAC Low Profile model VTL-227-O

forced draft, centrifugal fan, vertical discharge, counterflow cooling tower performance certified by the Cooling Technology Institute to cool 675 gpm of water from 95° to 85° up to a 78.12° wet bulb temperature. The cooling tower will be equipped with no less than the following: → G-235 hot dip galvanized steel construction → Non-corroding PVC fill material and drift eliminators → One (1) 30 HP, TEFC, single speed, inverter rated, T-frame fan motor – the fan motor includes a shaft grounding ring and 110/1 heaters embedded within the windings → Standard inlet connection (spray pressure at the inlet connection = 0.60 psi)

Standard outlet connection with suction strainer and anti-cavitation device → Standard mechanical water level controls → Spring type vibration isolation rails (shipped loose, require field mounting)

Three-phase power will now be required to the cooling tower fan motor. Additionally, the fan motor is equipped with heaters which are embedded within the windings which will require a 110/1 circuit. The fan motor is inverter rated suitable for control using a variable frequency drive (VFD)

The recirculated water needs to be chemically treated to protect against the formation of scale, corrosion, and biological contamination. The pricing does not include supply of a water treatment system or chemicals. Additionally, the water treater will need to initially amend the treatment regimen to passivate the galvanized steel surfaces to greatly reduce the potential for the formation of white rust. White rust is an aggressive corrosion which attacks galvanized steel surfaces if they've not been properly treated.

The cooling tower will be mounted on vibration isolation rails. The related piping connections will need to be equipped with flex connectors.

VFD/Motor Starter requirement

MANUFACTURERS

VFD shall be manufactured by Franklin Control Systems.

Input 380/415/440/460 VAC +/- 10%, 3 phase, 48-63 Hz or input 200/208/220/230 VAC +/- 10%, 3 phase, 48-63 Hz.

Output Frequency 0 to 120 Hz

Environmental operating conditions: 0 to 40°C, 0 to 3300 feet above sea level, less than 95% humidity, non-condensing.

Enclosure shall be UL Type 1.

Short Circuit Interrupting Rating shall be no less than 100,000A.

Starting Torque: 175% starting torque shall be available from .5 Hz to 60 Hz.

Must meet RFI requirements as specified by IEC STD EN 61000-2(-4)(2001) for variable frequency drives.

DESIGN

All VFD must be solid state, utilizing Space Vector PWM control for lower motor operating temperature and lower THD on the output. The VFD package as specified herein shall be enclosed in a UL Type 1 enclosure, completely assembled and tested by the manufacturer.

All VFD shall include a digital display, and keypad, regardless of horsepower rating. The keypad is to be used for local control, for setting all parameters, and for stepping through the displays and menus. The keypad shall be removable, capable of remote mounting, and shall have its own non-volatile memory. The keypad shall allow for uploading and downloading of parameter settings as an aid for start-up of multiple VFD.

All VFD must have adjustable carrier frequency and up to 4 programmable V/Hz points.

All VFD must have BAS (Building Automation System) protocols such as Johnson Metasys N2, Modbus, and RS485 as standard and LonWorks, Profibus or BACnet as an option.

All VFD shall be selectable as in both Volts/Hertz or Sensorless Vector Control mode regardless of horsepower rating.

All VFD must have a motor preheat function to prevent moisture accumulation in an idle motor.

All VFD shall include two independent analog inputs as standard, 0 –10VDC and 4-20mA. Both analog inputs shall be utilized as speed references, or as PID inputs. The analog inputs shall be programmed as an individual reference at a time, or as a combined reference together. A second PID loop control shall be provided for control of external equipment.

All VFD shall include a minimum of 8 multi-function input terminals, capable of being programmed to a function on a change of state. These terminals shall provide up to 30 functions, including, but not limited to:

1. External Trip
2. Forward
3. Reverse
4. Three Wire Control
5. Multi-step Speed Selection
6. Interlock
7. Jog
8. Pre-excite/Motor Preheat

The VFD shall provide frequency setting resolution of 0.01 Hz when its Digital Reference is utilized below 100 Hz and 0.1 Hz over 100 Hz. The VFD shall provide frequency setting resolution of 0.03 Hz / 60 Hz when Analog Reference is utilized.

The VFD shall have the ability to automatically restart after an over-current, over-voltage, under-voltage, or loss of input signal protective trip. The number of restart attempts, trial time, and time between reset attempts shall be programmable.

The VFD shall be capable of both Automatic and Manual Torque Boost function to overcome sudden fluctuation of the load.

The VFD shall be equipped with Auto-tuning feature for motor data analysis resulting in optimized motor performance.

The VFD shall be capable of starting into a rotating load (forward or reverse) and accelerate or decelerate to set-point without safety tripping or component damage (flying start). The VFD shall also be capable of DC injection braking at start to stop a reverse spinning motor prior to ramp.

The VFD shall be equipped with an automatic extended power loss ride-through circuit, which will utilize the inertia of the load to keep the drive powered. Minimum power loss ride-through shall be one-cycle, based on full load and no inertia. Typical control power loss ride-through for a fan load shall be 2 seconds minimum.

All VFD shall have 1 analog output (0-10VDC) which can be programmed to function as one of the following: Output Frequency, Output Current, Output Voltage, DC Link Voltage. Default is set to Output Frequency.

If the input reference (4-20mA or 0-10V) is lost, the VFD shall give the user the option of both (1) stopping and displaying a fault, (2) running at a programmable preset speed, or (3) hold the VFD speed based on the last good reference received. The drive shall be programmable to signal this condition via a keypad warning, relay output and/or over the serial communication bus.

The customer terminal strip shall be isolated from the line and ground.

The drive shall employ current limit circuits to provide "trip-less" operation

The Maximum current limit shall be fixed at 150% (minimum, instantaneous) of the VFD normal duty current rating.

The overload rating of the drive shall be 120% of Rated Current for 1 Min., 150% of Rated Current for 0.5 sec.

The VFD shall have 8 Step Speeds that are preprogrammed via Digital Input Terminals.

The VFD shall have standard Emergency Input and Jog Input Terminals.

The VFD shall provide from 0 to 6000 seconds of Acceleration and Deceleration time setting parameters. Up to 8 Acceleration and 8 Deceleration times shall be programmable.

The VFD shall be optimized for various levels of carrier frequency programmable from 1 to 15 kHz (1 – 3 kHz above 40HP) to reduce motor noise and to provide high system efficiency.

The VFD must have an option to operate multiple motors with single VFD and be able to turn on/off each motors independently as well as simultaneously.

The VFD must have an Energy Saving function in auto and manual mode.

The VFD must have Bi-directional "Speed search" capability.

The VFD shall include provisions for multi-motor control as an option or as standard, enabling control of up to 4 motors.

All VFD include the following programming adjustment capabilities:

Directional Lock selection to prevent the unexpected motor direction.

DC Injection start and stop frequency selection from Minimum output frequency to 60 Hz.

Three programmable critical frequency lockout ranges to prevent the VFD from operating the load continuously at an unstable speed.

Pre-magnetization selection for the motor to build up an adequate level of flux for enhanced starting torque or programmable Volts/Hertz points selection for flexible Variable and Constant load demand curve and fluctuation.

VFD Voltage-output to motor adjustment feature enabling the VFD to generate from 40% up to 110% of nominal input voltage to the VFD.

Five (5) Fault Histories with detailed description of frequency, current, and other operational status at the time of each fault.

Two independently adjustable acceleration and deceleration ramps. These ramp times shall be adjustable from 1 to 6000 seconds.

The VFD shall Ramp or Coast to a stop, DC Injection, as selected by the user.

The VFD shall have selectable 'No-Motor' parameter to facilitate startup and troubleshooting.

Manual speed control adjustable by the VFD Keypad shall be available.

The VFD shall have the following protection circuits. In the case of a protective trip, the drive shall stop and announce the fault condition.

- IGBT overcurrent protection
- Overcurrent trip on load output
- DC overvoltage
- Internal over temperature
- Ground Fault
- Low Voltage
- Open output phase
- Electronic Thermal Protection. The Electronic Thermal Overload protection shall protect the motor based on speed, load curve, and motor parameters.

PC software and for parameter upload/download/graphing shall be provided at no additional charge.

PRODUCT OPTIONS

Three switch Manual Bypass shall be provided when indicated by the schedule. VFD and bypass components shall be mounted inside a common NEMA 1 enclosure, fully pre-wired, and ready for installation as a single UL listed device. Bypass shall include the following:

Output, and bypass contactors, to switch power from the VFD to bypass.

UL 508E Manual Motor Starter with pad-lockable handle to isolate the drive and protect the motor while operating in the bypass mode.

1. Control and safety circuit terminal strip.
2. Drive/Off/Bypass selector switch and Hand/Off/Auto selector switch.
3. Switch selectable smoke purge, auto transfer to bypass and remote transfer functions.
4. Pilot lights (22 mm LEDs) for, "Drive Run" and "Bypass".
5. Hand/Off/Auto selector switch shall provide the following operation:

Hand Position - The drive is given a start command, and the drive will run at preset speed- user

adjustable.

Off Position - The start command is removed, all speed inputs are ignored, and power is still applied to the drive. If in bypass mode, the motor is stopped.

Auto Position - The drive is enabled to receive a start command and speed input from a building automation system. If in bypass mode, the motor start/stop is controlled by the building automation system

Annunciation contacts for drive run, drive fault, bypass run and motor OL/safety fault.

6. VFD operator/keypad selection, LCD multi-line display.

Enclosure:

NEMA 1 extended enclosure, to house additional equipment within the VFD enclosure for VFDs not requiring Bypass.

NEMA 12 FVFF (Forced Ventilation inlet Filter and outlet Filter) enclosures with filters and blower.

NEMA 3R enclosures for outdoor installations.

For installation in ambient temperature environment above 104°F, de-rate VFD 20% to increase ambient temperature rating to 122°F.

For installation in sustained ambient temperature environment below 14°F, include panel space heater.

A. Integral Disconnect: Motor Circuit Protector (MCP) The MCP shall be a UL listed 508 current limiting manual motor starter with magnetic trip elements only. The breaker shall carry a UL 508F rating (up to 100A frame size) with a minimum interrupting rating of 30,000 AIC.

B. Minimum 3% Line reactors shall be provided on the input side of the drive for harmonic suppression and input rectifier protection. DC Link Reactors or Bus Chokes are not acceptable substitute.

C. Surge suppression shall be provided to protect the drive from input power disturbances.

D. Output Filtering:

For long VFD to motor lead lengths provide self contained, installation appropriate enclosed output reactor or filter:

Provide output line reactor when lead is greater than 50 ft. at 460V input line power application.

Provide output line reactor when lead is greater than 200 ft. at 208/230V input line power application.

Provide output dual element filter when lead is greater than 100 ft. at 460V input line power application.

Provide output dual element filter when lead is greater than 400 ft. at 208/230V input line power application.

E. Engraved cabinet nameplates shall be provided.

COOLING TOWER CONTROL PANEL

A. Variable Frequency Drive

1. The cooling tower control panel shall include complete Variable Frequency Drive (VFD) fan control and incorporate control of spray pumps and basin heaters when applicable.

2. A single point power connection for all controlled motors will be included. UL 489 breaker shall include thermal and magnetic trip mechanisms.

3. The VFD shall be capable of controlling the cooling tower fan motor over a range of 10% to 100% of the motor's base frequency.

4. The control panel shall include manual bypass functionality which isolates the VFD.

5. VFD operator controls shall include a VFD/Off/Bypass switch and HOA switch mounted on the enclosure door.

6. The control panel shall include all necessary terminal inputs to control the sequence of operations from a Building Management System including at a minimum: VFD start command, VFD reference speed, spray pump operation, basin heater operation.

7. In the absence of a Building Management System, the control panel shall include a solid state PID temperature controller to adjust the VFD frequency to maintain water temperature. The cold water temperature shall be displayed on the PID controller.

8. The control panel must also include a Full Voltage Non-Reversing Starter for a Spray Pump if present. HOA switch to be included and mounted on the enclosure door.
9. If Basin Heater is Present, the control panel shall also include a basin heater contactor with Off/Auto switch installed and mounted on the enclosure door.
10. Terminal inputs shall be provided for Vibration Cut Out Switch.
11. All internal power and control wiring to be installed and tested in the factory.
12. **A Five-Year Warranty shall be provided as a standard option by panel manufacturer.**

INSTALLATION

Installation shall be the responsibility of the mechanical contractor. The contractor shall install the drive-in accordance with the recommendations of the VFD manufacturer as outlined in the installation manual.

Power wiring shall be completed by the electrical contractor. The contractor shall complete all wiring in accordance with the recommendations of the VFD manufacturer as outlined in the installation manual.

START-UP

Remote VFD Start-up assistance and training shall be available by factory and/or VFD provider at no additional charge. Start-up technician is not required to be factory certified to preserve factory warranty. A factory supplied start-up form shall be filled out for each drive with a copy provided to the owner, and a copy sent to be kept on file at the manufacturer.

PRODUCT SUPPORT

Factory trained application engineering and service personnel that are thoroughly trained with the supplied VFD and optional packages shall be available via factory remote technical assistance at both the specifying and installation locations. Additional local support to be available through VFD supplier or referred technician for hire or pre-negotiated service terms. Servicing technician does not need to be factory certified to preserve warranty.

Warranty Required

The warranty on the BAC cooling tower is eighteen (18) months following shipment or one (1) year after start-up, whichever occurs first. The motors, drives, and bearings are covered by a five (5) year warranty. The labor required for replacement of the parts is the responsibility of the installing contractor and must be no less than 12 months/ 1-year after start-up.

Contract Renewal Approval Request - UHY LLP

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 UHY_Audit_Proposal_Contract	9/27/2022	Cover Memo



COUNTY OF ST. CLAIR

Purchasing Division



CONTRACT APPROVAL REQUEST

- ☐ NEW CONTRACT ☒ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☐ BIDS REQUIRED ☒ NO BIDS REQUIRED
☐ BIDS RECEIVED ☐ SINGLE SOURCE
☒ BOC POLICY COMPLIANCE ☒ CONTRACT EXTENSION
☐ REVIEWED BY CORP COUNSEL ☒ INCREASE WITHIN CPI-U
 ☐ VALUE LESS THAN THRESHOLD

VENDOR: UHY LLP

VALUE: \$264,250 (\$85,500-2022 audit, \$88,050-2023 audit, \$90,700-2024 audit)

TERM: 2022, 2023 and 2024 Financial statement audits and 2022, 2023 and 2024 Single Audit, through 9/30/25

CONTRACT TYPE: Professional Service

SERVICE DESCRIPTION: Audit Services

DEPARTMENT(S): Accounting

COMMENTS: We are proposing to extend the contract with UHY LLP for the 2022, 2023 and 2024 financial statement audits and the Single Audits which are due June 30 and September 30, respectively, following the calendar year end. There is a 3% increase each year. Since the increases were less than the CPI-U we are asking to renew the contract for an additional 3 years. At that time we will review and consider possibly placing these services out to bid.

Please contact the Accounting Department at (810) 989-6324 with any questions. Thank you.

1979 Holland Ave., Suite A
Port Huron, MI 48060

Phone: 810-984-3829
Fax: 810-984-8943
Web: www.uhy-us.com

July 13, 2022

Ms. Karry Hepting, Administrator/Controller
St. Clair County
200 Grand River, Suite 203
Port Huron, MI 48060

Dear Ms. Hepting:

As we discussed, the audit of St. Clair County's December 31, 2021 financial statements was the last year of our audit contract. At this time, we would like to offer the Board the opportunity to renew our contract at what we believe would be very beneficial terms for the County. We have enjoyed our relationship with your County over the years and believe that it has been beneficial to your Organization and our firm.

As you know, UHY LLP's Port Huron office specializes in providing accounting and auditing services for governmental units. We currently represent more than 80 governmental and nonprofit clients throughout the State of Michigan, ranging in size from small townships and villages to very large counties and cities. All of the staff that will be assigned to the County's audit spends virtually 100% of their time assisting governmental and nonprofit clients and I believe that you will agree that we are readily available throughout the year for questions at no additional charge. Also, by working with a local firm, the partners work directly on the engagement. During the past few years, I have averaged over 200 hours per year.

In addition, **you are working with a local business**, with a majority of its employees living and paying taxes in St. Clair County. We are the only firm in St. Clair County that audits County's.

We understand the economic times and budget constraints that governmental units are experiencing and make every effort to control our fees. We believe that we provide a very professional audit at very competitive rates. We are willing to extend our contract on a year-to-year basis, which a number of our clients do, however, we would like to offer the County a three-year extension which will save some audit fees and lock in the audit costs over a longer term. Like most industries, the accounting profession is experiencing a significant increase in salaries and benefits, approximately 10-15% over the past year to attract and maintain professional staff. Therefore, if the Board elects to extend the contract on an annual basis the fee to audit the December 31, 2022 financials will not exceed \$91,300 or a 10% increase. (The base fee for 2021 is \$83,000). If the County Board agrees to a three-year contract, we will audit the December 31, 2022 financial statements at an increased cost of 3%, or \$85,500. Our fee for the 2023 and 2024 audit would then increase by 3% each year to \$88,050 and \$90,700, respectively.

As we have discussed, our audit includes visiting a number of departments each year to document their control procedures, which is not required, however based on our discussions, we both believe it is a very important process during the audit.

These fees assume that the records balance and agree to supporting or subsidiary ledgers. Should we find that the records are not in this condition, we will not complete any additional services without first getting formal approval from the County administrator and/or the Board of Commissioners. This fee also assumes that there will not be more than two (2) programs that are considered major programs in the County's single audit and that there are no new construction projects. The fee is also based on the professional standards and auditing requirements in effect as of the date of the letter. Should new standards require significant additional procedures, we will determine the cost of the new procedures and get the Board's approval before any services are provided.

If the County is agreeable to this extension, please sign either the one-year or the three-year extension below and return the original to our office in the enclosed self-addressed envelope. We will then prepare the formal engagement letter for your signature.

We appreciate your business and look forward to many more years of working with your County. If you have any questions, please call.

Sincerely,



Karen Shafik, CPA
Partner

Acceptance:

St. Clair County agrees to the extension of the audit contract for the year ending December 31, 2022, specified above.

By: _____

Title: _____

St. Clair County agrees to the extension of the audit contract for the years ending December 31, 2022-24 specified above.

By: _____

Title: _____

Commissioner McConnell District 1 American Rescue Plan Project - Village of Emmett

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Commissioner ARPA Project Village of Emmett 9.26.22	9/27/2022	Cover Memo
📎	ARPA_District_1_Emmett	9/27/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: September 26, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner McConnell has requested to use \$20,000 for road improvements within the Village of Emmett over the next two years. They would like to replace 200-300 feet of Rynn Road as well as use any remaining funds for road maintenance of existing roads through 12/31/2024.

The attached letter was received from the Village of Emmett with their project request. The funds will be distributed on a reimbursement basis once the projects are completed.

7/06/2022

County Commissioner

Greg Mc Connell,

Please find enclosed 2 copies of the letter to County Administrator you requested, naming what the Village of Emmett would like to spend the extra \$20,000 we may get from the County on. The Council discussed this at the June meeting and would like to spend on road improvements over the next 2 years if allowed.

Please pass this on to the County Administrator for us as we discussed at our May 9th Village Council meeting.

Thank you very much for coming to our May meeting and helping us with this.

Sincerely, The Village of Emmett

Alderdyce, Dena

From: villageofemmett Village Of Emmett <villageofemmett@frontier.com>
Sent: Saturday, September 24, 2022 1:47 PM
To: Alderdyce, Dena
Subject: Village of Emmett

EMAIL ORIGIN EXTERNAL: Use proper judgment and caution when opening attachments, clicking links, or responding to this email.

The Emmett Village Council would like to use the funds from the County for replacement of 200-300 ft. of Rynn road and long term maintenance to existing roads in the Village of Emmett. Please let us know if this is allowed. Thankyou Kathleen Pratt, Clerk Village of Emmett

Commissioner Dunn District 4 American Rescue Plan Project - City of Marysville Parks and Recreation Department

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Commissioner Dunn District 4 American Rescue Plan Project - City of Marysville Parks and Recreation Department	9/27/2022	Cover Memo
📎	ARPA_District_4_Marysville	9/27/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



DENA ALDERDYCE
Finance Director

MEMO

To: Board of Commissioner's
From: Dena Alderdyce
Date: September 26, 2022
Re: Commissioner District American Rescue Plan Project

The following ARPA project has been submitted, reviewed as an eligible project and is ready for approval.

Commissioner Dunn has requested to use \$421,000 for the City of Marysville Parks and Recreation department to renovate or construct an outdoor Amphitheater. The creation of an outdoor performing arts facility in the City of Marysville's primary park would help with tourism within the City. The facility will be maintained by the City of Marysville Parks and Recreation department.

The attached documents provide details of the project. The funds will be distributed on a reimbursement basis once the project is completed.



AMERICAN RESCUE PLAN ACT (ARPA) Application For District 4 Project Funding

Application must be completed in full to be considered. Attachments, brochures, or any other relevant materials may be included as part of the application packet.

Submit Electronically: ddunn@stclaircounty.org

Mail to Duke Dunn, BOC District 4, 755 Victorian Woods Ct, Marysville, Michigan 48040

Drop off Attn: Duke Dunn, 200 Grand River Avenue, Port Huron, during business hours.

PROJECT/PROGRAM INFORMATION

1. Project/Program Name: Marysville Park Amphitheater
2. Community Served: Marysville ☒ Port Huron Township ☐ Kimball Precinct 1 ☐
3. Site Address: 867 E. Huron Blvd
if different from 5./applicable:
4. Organization Name: City of Marysville
5. Organization Address: 1255 Delaware Ave, Marysville, MI 48040
6. Primary Contact: Randall Fernandez
7. Title: City Manager Phone: 810-455-1312
8. E-mail: rfernandez@cityofmarysvillemi.com
9. Total Project Cost: \$ 475,000 Requested: \$ 421,000
10. Project Description or Check Here if Attached ☐

Creation of a premier outdoor performing arts facility in the City of Marysville's primary park. This project consists of the renovation of the existing band shell or demolition followed by the construction of a new facility. The project's purpose is to create a comprehensive amphitheater with first in class amenities for performers. Currently, St. Clair County does not have an outdoor entertainment venue that provides on-site amenities that make it attractive for those in the performing arts. This proposal sets forth a finished product with an expanded stage, larger canopy/roof, changing rooms, restrooms for entertainers, and additional space for storage of equipment. These changes are intended to provide additional cultural opportunities in the City of Marysville and all of St. Clair County.

I understand and agree to all of the following: This is a reimbursement program; the funds must be obligated on or before December 31, 2024 and spent no later than December 31, 2026; if significant progress is not made on or before March 1, 2024, the funding may no longer be available for this project. If the project is awarded funding, I agree to notify the St. Clair County District 4 Commissioner and St. Clair County Administration immediately that it cannot or will no longer use the allocated funding. I understand that to be reimbursed, the St. Clair County *Request for Reimbursement* form will need to be completed and submitted with all attachments. I further understand that these funds are considered federal pass-through grant funds and do need to follow the federal grant guidelines under 2 CFR 200.

APPLICANT/ORGANIZATION AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

PROJECT/PROGRAM NAME: Marysville Park Amphitheater

PROGRAM/PROJECT APPROACH – include the following details, as applicable:

A. Expected Start Date: April 2023 Expected Completion Date: September 2023

B. How many individuals/families have the potential to be served by this program/project?

All of St. Clair County. 160,000+

C. Identify any other organizations in St. Clair County addressing this need or ☐ not applicable

None.

D. List any collaboration with other agencies on this project or ☐ not applicable

Visioning meetings have been held for the project with multiple stakeholders, including theatre groups, Marysville High School, Marysville Summerfest, and others.

E. List any other grant awards that will be used for this project or ☐ not applicable

A \$7,500 grant was provided by the Community Foundation of SCC for development of the preliminary concepts. Marysville provided a \$7,500 match.

F. If your grant request is not fully funded, will the project/program move forward? ☒ Yes ☐ No

The Marysville City Council has committed to providing additional funds to complete the project.

G. If this is for an existing program, how long has the program been in place? or ☒ not applicable

H. If existing, will the program continue without this funding? or ☒ not applicable

I. If the project be completed with one-time funding, will it require ongoing funding to maintain? or ☐ not applicable

The City of Marysville will maintain the facility.

J. What is the source of ongoing completion or maintenance funding? or ☐ not applicable

City Parks & Recreation Budget

K. For how many years is ongoing funding guaranteed? or ☐ not applicable

Perpetual funding along with other city facilities.

Blue Water Convention Center/Baker College – Parking Agreement

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	Blue Water Convention Center/Baker College – parking agreement	9/27/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



JENNIFER J. POSEY
Administrative Services Manager

MEMO

To: St. Clair County Board of Commissioners
From: Jennie Posey
Date: October 6, 2022
Re: Blue Water Convention Center/Baker College – parking agreement

Background Information: As most of you are aware, the County sold a portion of our parking lot at the Blue Water Convention Center to Baker College for expansion of their dorms. As a term and condition of the sale, Baker College was to replace the lost parking spaces (13 in total) and the intent was for them to purchase an adjacent parcel and construct a parking lot. As adjacent parcels are not available and as a means to fulfill this obligation, we've been collaborating with Baker College and the TEI Condominium Association to find a solution on the existing property. Baker College has agreed to finance the reconstruction of the northwest portion of the lot in order to fulfill their original obligation. It was mutually agreed that re-construction of the existing parking lot would be less costly and still satisfy the terms of our original agreement.

With the assistance of Tetra Tech, Inc, we were able to re-configure the parking spaces at the northwest end of the parking lot. This reconfiguration will end up netting approximately 20-21 parking spaces. The bid documents were posted to MITN/Bid on September 26, 2022 and bids are due on Monday, October 10, 2022. A final bid tabulation and award recommendation will be on the October 20, 2022 Regular Board of Commissioners' agenda for final action. At that time, we will also seek approval on Amendment #2 for the Baker College agreement with the itemized reimbursement plan and completion of their obligation to construct 13 additional parking spaces.

Resolution 22-38 2022 Winter Tax Levy L-4029 - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Resolution 22-38 2022 Winter Tax Levy L-4029 Resolution	9/27/2022	Cover Memo
📎	County Winter Levy	9/27/2022	Cover Memo

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

RESOLUTION 22-38

RESOLUTION IMPOSING 2022 PROPERTY TAX LEVY PURSUANT TO PUBLIC ACT 357 OF 2004, AND NOTICE OF CERTIFICATION OF TAX LEVY

WHEREAS, St. Clair County is authorized under the General Property Tax Act, Public Act 206 of 1893, as amended, to levy and collect County allocated property taxes; and

WHEREAS, the General Property Tax Act has been amended by Public Act 357 of 2004, being MCL 211.44a, to require all Michigan Counties to impose a summer tax levy with the full amount of County Operating allocated tax to be levied and collected as a summer tax starting in 2008.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Public Act 357 of 2004, the St. Clair County voted tax shall be levied and collected December, 2022, at the rate of

0.7983 mills for Seniors; and
1.2000 mills for Library; and
0.4944 mills for Parks; and
0.0998 mills for Veterans; and
0.2495 mills for Co Roads; and
0.5598 mills for Drug Task Force; and
0.5000 mills for Ambulance Service

BE IT FURTHER RESOLVED, that the Treasurer of each city, village and township in St. Clair County is directed to account for and deliver the County allocated tax collections for 2022 in accordance with the provisions of Public Act 357 of 2004; and

BE IT FURTHER RESOLVED, that this Resolution constitutes certification of the levy of the County allocated tax and authorized collection of the County allocated tax on July 1, & December 1, 2022, at the rate of 100% of the amount allocated after application of the "Headlee" millage reduction fraction; and

BE IT FURTHER RESOLVED, that the County Clerk shall deliver a copy of this Resolution by first class mail to the Treasurer of each city, village and township in St. Clair County.

Dated: October 6, 2022

Reviewed and Approved As To Form By:

GARY A. FLETCHER
County Corporation Counsel
1411 Third Street
Port Huron, MI 48060

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes St. Clair	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 7,058,146,668
Local Government Unit Requesting Millage Levy St. Clair County	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Extra	Seniors	8/2/2022	0.7983	N/A	N/A	0.7983	1.0000	0.7983		0.7983	12/31/25
Extra	Library	8/2/2022	1.2000	N/A	N/A	1.2000	1.0000	1.2000		1.2000	12/31/31
Extra	Parks	8/2/2022	0.4944	N/A	N/A	0.4944	1.0000	0.4944		0.4944	12/31/27
Extra	Vets	8/2/2016	0.1000	0.0998	1.0000	0.0998	1.0000	0.0998		0.0998	12/31/22
Extra	Co Roads	8/4/2020	0.2500	0.2495	1.0000	0.2495	1.0000	0.2495		0.2495	12/31/23
Extra	Drug Task Force	8/4/2020	0.5610	0.5598	1.0000	0.5598	1.0000	0.5598		0.5598	12/31/23
Extra	Ambulance	8/2/2022	0.5000	N/A	N/A	0.5000	1.0000	0.5000		0.5000	12/31/25

Prepared by Justin Sears	Telephone Number (810) 989-6925	Title of Preparer Equalization Director	Date 9/27/2022
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☒ Clerk	Signature	Print Name	Date
☐ Secretary		Jay DeBoyer	
☒ Chairperson	Signature	Print Name	Date
☐ President		Jeff Bohm	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Treasurer Foreclosing Governmental Untit Report

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Treasurer Foreclosing Governmental Untit Report	9/28/2022	Cover Memo



COUNTY OF ST. CLAIR



Office of the Treasurer

KELLY M. ROBERTS-BURNETT
Treasurer

MOLLY T. CROREY
Deputy Treasurer

To: St. Clair County Board of Commissioners

From: Kelly Roberts-Burnett, Treasurer, CPA, MBA, CGMA

Date: September 23, 2022

Re: Foreclosing Governmental Unit Report

The attached reported is being provided pursuant to MCL 211.78m(8)(i) as a written report to the Board of Commissioners and the State Treasurer identifying real property tax foreclosure costs, remediation, and claims related to the tax foreclosure sale of 2020.

For questions related this report, please contact Kelly Roberts-Burnett, County Treasurer at Kburnett@stclaircounty.org or directly 810-989-6302.

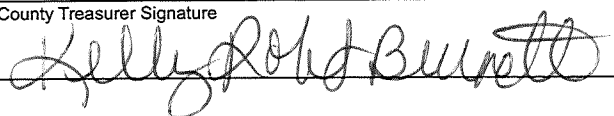
Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

Issued under authority of Public Act 225 of 1976; MCL 211.78m(8)(i)

The foreclosing governmental unit shall submit a written report to its board of commissioners and the state treasurer identifying any remaining balance and any contingent costs of title, environmental remediation, or other legal claims relating to foreclosed property as determined by the foreclosing governmental unit, not later than September 30 of the second calendar year after foreclosure.

Foreclosure Year 2020	i	ii	iii	iv	v	vi	vii	viii	ix	x	xi	xii
REPORT DUE SEPT 30 TO BOARD OF COMMISSIONERS AND TREASURY 211.78m(8)(i)	Number of Parcels Ordered Foreclosed and Not Canceled or Redeemed	Sum of Minimum Bids for All Foreclosures Not Canceled or Redeemed	Number of Properties Sold to Govern- mental Agencies Under Right of First Refusal	Sum of Minimum Bids for all Govern- mental Agencies Under Right of First Refusal	Total amount paid for the govern- mental Agencies properties under Right of First Refusal	Total Number of Parcels Sold at Public Foreclosure Auctions	Sum of the Minimum Bids for Properties Sold at Public Foreclosure Auctions	Sum of Amounts Paid for Properties Sold at Public Foreclosure Auctions	Total Amount of All Taxes, Penalties and Interest, Fees and Costs for All Governmental Agencies Offerings Under Right of First Refusal	Total Amount Paid for All Properties, Including Governmental Agencies and Public Foreclosure Auctions	Total Amount of Proceeds Paid to Claimants for All Properties (note 5% of Sale Amount Payable to FGU is Deducted Before Proceeds are Calculated)	Remaining Net Amount After Subtracting the Paid Claimant Proceeds Total (xi) From the Difference of Amounts Described in (x) and (ix)
County Name ST CLAIR	34	\$ 235,400.00	4	\$ 20,000.00	\$ 12,900.00	30	\$ 215,400.00	\$ 743,400.00	\$ 228,139.51	\$ 756,300.00	\$ 0.00	\$ 528,160.49

I attest that I have completed the above information and any attachment data and have determined that the information reported is correct for the designated foreclosure sale year.

County Treasurer's Name Kelly Roberts-Burnett	Telephone Number (810) 989-6915
County Treasurer Signature 	Date 9/23/22