



AGENDA

St. Clair County Board of Commissioners Environmental/Public Works 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**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Brownfield Redevelopment Authority BOD - Reappointments
 - B. 2022 Airport Six-Month Tractor Rental Agreement
 - C. St. Clair County Emergency Repair Housing Program
 - D. Administrative Agreement Approval - Blue Water Community Action
 - E. Landfill Materials Procurement
 - 8. Smiths Creek Landfill Activities Reports**
 - A. Smiths Creek Landfill Activities Reports
 - 9. Other Environmental/Public Works Matters**
 - 10. Information Only**
 - A. Monthly PARC Financial Documents

11. Receive and File Packets

12. Adjournment

Committee Chair: Duke Dunn

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.

Brownfield Redevelopment Authority BOD - Reappointments

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	rownfield Redevelopment Authority BOD - Reappointments	9/29/2022	Cover Memo

Boards and Commissions Committee Report

Brownfield Redevelopment Authority BOD

Est. by Resolution 04-15 BOC 09-22-04 Mtg

	<i>Position</i>	<i>Term</i>	<i>Expiration</i>
Vacancy	District 1	3 Years	10/31/2024
<i>Home Phone</i> <i>Work Phone</i> <i>Mobile Phone</i> <i>Email</i>			
Mr. John P. Cooper 4187 River Rd. Fort Gratiot Twp MI 48059 <i>Home Phone</i> <i>Work Phone</i> (810) 985-5000 <i>Mobile Phone</i> <i>Email</i> John@CooperRealEstate.net / jpc	District 2	3 Years	10/31/2024
Ms. Pauline Repp 100 McMorran Blvd. Port Huron MI 48060 <i>Home Phone</i> (810) 984-4684 <i>Work Phone</i> (810) 984-9740 <i>Mobile Phone</i> <i>Email</i> reppp@porthuron.org	District 3	3 Years	10/31/2023
Mr. Paul G. Maxwell DDA Director Port Huron Twp 2929 Lapeer Port Huron MI 48060 <i>Home Phone</i> <i>Work Phone</i> (810) 987-2699 <i>Mobile Phone</i> (810) 300-0225 <i>Email</i> phtwpdda@gmail.com	District 4	3 Years	10/31/2022
Mr. Paul C. Wade 1507 Fred Moore Hwy St. Clair MI 48079 <i>Home Phone</i> (810) 329-9549 <i>Work Phone</i> <i>Mobile Phone</i> (248) 762-0378 <i>Email</i> paul48079@comcast.net	District 5	3 Years	10/31/2024

10/31/2025

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Brownfield Redevelopment Authority BOD

Est. by Resolution 04-15 BOC 09-22-04 Mtg

	<i>Position</i>	<i>Term</i>	<i>Expiration</i>
Mr. John T. Monte 6305 Hessen Rd. Fair Haven MI 48023 <i>Home Phone</i> <i>Work Phone</i> <i>Mobile Phone</i> <i>Email</i> jtmonte@pce-eng.com	District 6	3 Years	~~10/31/2022~~ 10/31/2025
Vacancy	District 7	3 Years	10/31/2022
<i>Home Phone</i> <i>Work Phone</i> <i>Mobile Phone</i> <i>Email</i>			
Mr. Dan Casey 100 McMorran Blvd. 4th Floor Port Huron MI 48060 <i>Home Phone</i> <i>Work Phone</i> (810) 982-9511 <i>Mobile Phone</i> <i>Email</i> dcasey@edascc.com	Economic Development Alliance Director	3 Years	10/31/2023
Mr. David Struck 200 Grand River Ave Ste 202 Port Huron MI 48060 <i>Home Phone</i> (810) 989-6950 <i>Work Phone</i> <i>Mobile Phone</i> <i>Email</i> dstruck@stclaircounty.org	Metropolitan Planning Director	3 Years	~~10/31/2022~~ 10/31/2025

2022 Airport Six-Month Tractor Rental Agreement

Summary:

6-Month tractor agreement with Tri-County Equipment Inc for 6-months in 2022 with the SCC Airport

ATTACHMENTS:

Description		Upload Date	Type
☐	Memo	9/26/2022	Cover Memo
☐	Rental Agreement	9/28/2022	Cover Memo

MEMO

St. Clair County International Airport

TO: Karry Hepting, County Administrator Controller
St. Clair County Board of Commissioners

FROM: Catherine Fiore, Airport Director

DATE: Monday, September 26, 2022

SUBJECT: Airport Tractor 6-Month Rental Agreement with Tri-County Equipment, INC.

In 2016, the Airport's 1993 tractor was taken out of service after the engine quit. The tractor was the primary equipment used to maintain the 954 acres of land on the airport's grounds. Since 2017, the SCC Airport has been renting a John Deere tractor for 6-months every year, until funds are available to purchase a replacement tractor.

Enclosed is the 6 month rental agreement with Tri-County Equipment to rent a John Deere 5115R Tractor for the 2022 mowing season at SCC Airport. The monthly rental rate is \$2,000, for a total of \$12,000 for the 6-month timeframe.

**JOHN DEERE****RENTAL AGREEMENT**

Rental #

08795342

Original

Name	LESSEE ST CLAIR CO AIRPORT	DATE Apr 27, 2022	RENTAL TERM	BEGINS May 02, 2022	ENDS
Street or RFD	177 ASH DR	Purchaser Acct No	Customer P.O. NO.	ACCOUNT NO. 037237	Government Bid No.
City, ST Zip Code	SAINT CLAIR, MI 48079	LESSOR NAME AND ADDRESS TRI COUNTY EQUIPMENT, INC.			
Telephone Number	810-364-6890	989 West Sanilac			
Contact		Sandusky, MI 48471			
Percentage of Rental Payments Applied to		= Estimated Rental Charge (Rental Rate x Estimated Rental Period)		\$ 12,000.00	
Purchase Option: 0.00 %		+ Itemized Fees		\$ 0.00	
Security Deposit : \$ 0.00		+ Taxes		\$ 0.00	
Maximum Hours No More Than : 16 Per Day		+ Service Charge		\$ 0.00	
Maximum Hours No More Than : Per Week		+ Additional Charges		\$ 0.00	
Maximum Hours No More Than : Per Month		= Additional Charges Subtotal		\$ 0.00	
		Total Rental Charge		\$ 12,000.00	

Notes

Customer agrees to return above equipment in same condition as when left. Customer will be responsible for all damages and excessive clean up if required.

EQUIPMENT WILL BE USED AT: (Name)		(Address)		Lessee will not remove the Equipment from this Location without written permission from Lessor.	
(City)	State/Province	(ZIP Code)	County	(Phone Number)	

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
03281079	1	5115R TRACTOR	2017 JOHN DEERE 5115R Utility Tractor - FT4 (1LV5115RCHH400173) Stock # 91461 Rental Rate Per Month 2,000.00 Est. Rental Period 6.00	0	\$ 10,000.00	\$ 104,921 00	0.00
Primary Insurance Name and Address						\$ 104,921 00	TOTAL PRESENT VALUE
Additional Insured Name and Address							
Insurance Loss Payee Name and Address TRI COUNTY EQUIPMENT, INC. 989 West Sanilac Sandusky, MI US							
PURCHASER TYPE		MARKET USE					
4 Use County		71 Airports					

LESSEE(Customer) ST CLAIR CO AIRPORT	LESSOR(Dealer) WADSWORTH,SCOTT
	BY

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

Submit

Customer's Initials _____

RENTAL AGREEMENT

1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement.

LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.

2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$____ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered it to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated a tone and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

RENTAL AGREEMENT

4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that **Lessee is in default (An "Event of Default")**.

RENTAL AGREEMENT

12. Remedies: Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

13. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

14. Guaranteed Rental – Return of Equipment: Provided the guaranteed rental shown on the reverse side is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

15. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

16. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

17. General: Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.**

Lessor's failure at anytime to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance there with or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

ASSIGNMENT

TO: JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assign, subject to all the terms of the applicable John Deere Rental Sale Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company, a division of Deere & Company or John Deere Construction & Forestry Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE:

DEALER: TRI COUNTY EQUIPMENT, INC.

SIGNED BY:

St. Clair County Emergency Repair Housing Program

Summary:

ATTACHMENTS:

Description	Upload Date	Type
 Memo - SCC Emergency Repair Program	9/28/2022	Cover Memo



COUNTY OF ST. CLAIR

St. Clair County Metropolitan Planning Commission
David Struck, Director



Memo

To: St. Clair County Board of Commissioners
From: Dave Struck, Planning Director/Deputy County Administrator
Date: September 28, 2022
Re: CDBG Program Income Emergency Repair Program

Action Requested:

The Metropolitan Planning Commission (MPC) is requesting approval to implement a Homeowner Emergency Repair Program using CDBG Program Income based on MEDC program requirements, as presented.

Background:

Metro Planning has started the process to kick off a new emergency repair housing program that will be funded through program income. Over the past 25+ years, our housing rehab programs have assisted a large number of homeowners throughout the county make needed repairs to their homes. Through these grant programs, funds have been allocated in the form of rehab loans to help improve the quality of life for residents who need it. Those loans are not paid back in any sort of installment plan. Instead, the homeowner only has to repay the loan when they sell the home or if the home no longer serves as their primary residence. Over the past few years, clients from past grant periods have paid off their CDBG housing loans in full. This repaid money is known as program income. From July 1, 2021 through June 30, 2022, the County received \$66,408.44 in program income. Metro Planning is proposing to supplement that amount with additional unrestricted program income funds to total \$100,000. The program will be fully funded through program income funds only. The amount of program income that comes in each program year can vary considerably from year-to-year.

A few years back, the state changed how program income is managed on an annual basis. During any single program year – defined as July 1 through June 30 – if the County receives less than \$35,000 in program income, those funds do not retain their federal CDBG requirements and are flexible in terms of how they can be used. If the County takes in \$35,000 or more in a program year, those funds either have to be returned to the state OR the County must operate an emergency repair program, with the funds required to be expended over the next program year. In order to help homeowners in the county with critical emergency repairs, we are opting to implement the program.

The primary goal of the St. Clair County Emergency Repair Program is to assist low- to very low-income households in St. Clair County correct urgent problems within their home that may pose an imminent health and/or safety hazard to the occupants. Homes for the emergency repair program,

funded with program income, will be located throughout the entire county, with the exception of the City of Port Huron since it is an entitlement community that receives funding directly from HUD. Only applicants who have a total household income of 80% or less of the County's Median Income for the applicable household size, as published by HUD, will be eligible to receive program funds.

Emergency Repairs are those repairs that correct urgent problems within a home that pose an imminent health and/or safety hazard to the occupants. Emergency repairs include, but are not limited to failed well or septic, leaking or damaged roof that is or has caused hazards to the dwelling space of the home such as falling ceilings, standing water, or wall or floor damage and shall be limited to a maximum amount of \$15,000 per household.

As in past housing programs, the County will utilize a Third Party Administrator (TPA) for the program and manage the day-to-day activities, including working directly with homeowners and contractors.

Administrative Agreement Approval - Blue Water Community Action

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo - Administrative Agreement BWCA	9/28/2022	Cover Memo
📎	Administrative Agreement wth Blue Water Community Action	9/29/2022	Cover Memo



COUNTY OF ST. CLAIR

St. Clair County Metropolitan Planning Commission

David Struck, Director



Memo

To: St. Clair County Board of Commissioners
From: Dave Struck, Planning Director/Deputy County Administrator
Date: September 28, 2022
Re: **Administrative Agreement with Blue Water Community Action – Emergency Repair Program**

Action Requested:

The Metropolitan Planning Commission (MPC) recommends that the St. Clair County Board of Commissioners approve the Administrative Agreement with Blue Water Community Action (BWCA), as presented.

Background on the Administrative Agreement:

Blue Water Community Action has successfully served as the third-party administrator for the county's housing rehab programs for over 25 years. The purpose of this proposed contract is for the administration of St. Clair County's Emergency Repair Housing Program funded through CDBG Program Income. The amount of program income that may come back to the County in any given program year will vary year-to-year. Over the past few years, clients from past housing grant programs have paid off their CDBG housing loans in full. This repaid money is known as program income.

The MPC issued a Request for Proposals (RFP) for this program on August 29, 2022. Proposals from qualified firms were due to the County on September 16, 2022. The RFP was issued on the Michigan Inter-governmental Trade Network (MITN). Blue Water Community Action was the only firm to submit a proposal. BWCA has decades of experience administering grant programs on behalf of the County and the BWCA staff that will work on our grant are familiar with all County and MEDC processes.

This new administrative agreement will allow BWCA to serve as third party administrator once again and be compensated at a rate of 18% of the funds committed to a specific rehabilitation project for administration, per MEDC requirements. As third party administrator, BWCA will manage the day-to-day activities of the Emergency Repair Program, working directly with applicant homeowners and contractors.

The agreement is for two years and expires on June 30, 2024. At that time, the MPC will issue another RFP for third-party administration services depending on the availability of funding.

Purchasing and corporation counsel have reviewed the proposed administrative agreement.

**ADMINISTRATIVE AGREEMENT
BETWEEN ST. CLAIR COUNTY AND BLUE WATER COMMUNITY ACTION**

This Agreement made this _____ day of October, 2022, by and between the St. Clair County Metropolitan Planning Commission, in the State of Michigan, hereinafter referred to as the County, and Blue Water Community Action, a private, non-profit community action agency, 3403 Lapeer Road, Port Huron, Michigan 48060, hereinafter referred to as the Contractor.

In consideration of the mutual convenience and stipulations set forth herein, the parties agree as follows:

**ARTICLE I
MONITORING AND SUPERVISION**

- 1.1. In performing the services specified by this Agreement, the Contractor shall follow generally accepted community service and community development practices consistent with highest professional, workmanship and technical standards, including but not limited to applicable zoning regulations, health codes, and construction codes.
- 1.2. All materials developed, prepared, or completed by the Contractor during the performance of the services specified by the Agreement shall be the property of the County.
- 1.3. The Contractor shall complete all program monitoring reports that may be required by the MEDC and County, including but not limited to:

Monthly Reports - The Contractor shall provide to the County no later than the tenth (10th) calendar day of each month, a complete report of project activity conducted for the prior month. The format of these reports shall be established by the County.

Monitoring Visits - Scheduled and unscheduled visits may be conducted periodically by the MEDC and are to be attended by appropriate Contractor staff. The Contractor shall notify the County in advance of any scheduled visits. If the MEDC schedules visits to be held at County offices, the Contractor shall ensure all necessary files and documents are available for State review. Monitoring visits may also be scheduled by the County at which time County staff will review and discuss program progress and compliance. The Contractor shall make appropriate staff and program records available for these visits.

Annual Audit - An annual audit of the program shall be conducted by County auditors. The Contractor shall make available to the County Auditor and Controller all necessary program, financial files and documents, and cooperate fully in the audit. If deemed necessary, all files, documents and records shall be made available to the Auditor at County offices.

Closeout of the Program - Closeout of the program shall be completed by the Contractor in accordance with applicable MEDC and County policies, rules and regulations. Within thirty (30) days of notification of program closeout by the MEDC or County, the Contractor shall turn all program documents and files over to the County. This shall include all paper, audio, video, film, and electronic files (all electronic files shall be in a format acceptable to and compatible with County systems).

ARTICLE II
CONTRACTOR RESPONSIBILITIES

- 2.1. The Contractor is being retained to provide professional services to the County for the Administration of the St. Clair County Emergency Repair Program utilizing program income funding. Ongoing administration assistance is needed to comply with MEDC and program guidelines. The work to be performed under this agreement includes, but is not limited to, the following list of services:
- A. Soliciting proposals from licensed (where required) and qualified subcontractors, including but not limited to, lead inspection contractors and awarding contracts to selected subcontractors.
 - B. Technical Assistance for development of project forms, financial monitoring spread sheet set up, program updates and changes from funding sources.
 - C. Maintenance of program records, including financial records, during the life of the contract and/or while contract produces revenue.
 - D. Compliance with federal and state statutes and MEDC grant administration policies during the life of the contract and/or while the contract produces revenue.
 - E. Coordination with other agencies providing program support during the life of the contract and/or while project produces revenue.
 - F. Financial management of program funds during the life of the contract and/or while the project produces revenue.
 - G. Screening of applicants during the life of the contract.
 - H. Ensure the procurement transactions for the identification of and assignment of rehabilitation contracts are conducted in a manner that provides for maximum and open and free competition.
 - I. Preparation of necessary documents for individual emergency repair jobs during the life of the contract.
 - J. Ensure that any construction, rehabilitation, or conversion implemented pursuant to the terms and conditions of this Agreement will be sufficient to affect decent, safe and sanitary conditions and meet all applicable local building codes.
 - K. Work with all subcontractors and local community inspectors to ensure that all precautions are exercised at all times for the protection of persons and property and that the safety provision of all applicable laws and building and construction codes are observed.
 - L. Shall ensure that all project contractors secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the

performance of the MEDC and/or CDBG program. Copies of those permits and certificates shall be obtained and filed in the individual project files.

- M. Ensure compliance with MEDC environmental review requirements, including completion of program income exempt project determinations according to the MEDC Grant Administration Manual.
- N. Liaison between the County and MEDC during the life of the contract and/or while the project produces revenue.
- O. Program reporting during the life of the contract and or while project produces revenue.
- P. Assistance in final close-out and audit of the program.
- Q. Any other such assistance as may be required for the Emergency Repair Program during the life of the contract and/or while the project produces revenue.
- R. Comply with and implement housing program policy or directives promulgated and issued by the County, MEDC, or the U.S. Department of Housing and Urban Development, including but not limited to pertinent regulations appearing in Section 24, part 92 of the Code of Federal Regulations (24 CFR 92 et seq.).

- 2.2. The Contractor shall be responsible for meeting the performance of these duties.
- 2.3. Due to the nature of this Agreement, no standard hours of work are set forth. A daily time log shall be established and submitted by the Contractor to the County with other invoices for a Financial Status Report (FSR) when requesting reimbursement of administrative funds.
- 2.4. The contractor is required to maintain at least one member of their inspection staff as a State certified Lead Abatement Supervisor during the term of this agreement.
- 2.5. The Contractor is required to maintain at least one member of their inspection staff trained by MSHDA in HQS inspection procedures, and/or HQS inspection and specification writing.
- 2.6. The Contractor is required to ensure that all State mandated training courses and educational standards are attended and held by all members of their inspection and program administration staff as required by MSHDA. The Contractor shall incur all costs associated with this training.

ARTICLE III

COUNTY RESPONSIBILITIES

- 3.1. The County shall provide to the Contractor blank forms that are necessary to carry out the monthly and quarterly monitoring reports.

- 3.2. The County shall provide the Contractor that information necessary to complete monthly and quarterly monitoring reports which the County is responsible for maintaining.
- 3.3. The County shall provide the auditing services required to complete an annual audit that complies with Single Audit Act standards.
- 3.4. The County shall maintain all documentation and daily time logs submitted by the Contractor for MSHDA's review during the on-site monitoring and/or submit upon request as part of the Financial Status Report (FSR) review.
- 3.5. The County shall pay all complete invoices received by the Contractor within 30 days of receipt of those invoices.

ARTICLE IV **COMPENSATION**

- 4.1. For the services to be performed by the Contractor, as specified in this Agreement, the Contractor shall be compensated at a rate of 18% ("Compensation") of the program income funding committed to a specific emergency repair project. Evidence of this funding commitment shall accompany the Contractor's invoice. The Contractor shall receive 80% of the compensation at the time of the commitment and shall invoice the County for the remaining 20% at the time of project completion. A copy of the HQS Certification and final inspection summary shall accompany the Contractor's invoice.
- 4.2. Compensation and reimbursement for administration expenses shall be made in accordance with MEDC and County policy. Project payment to the construction contractors will be made on an ongoing basis through the County's voucher (Accounts Payable) system now in place.
- 4.3. It is agreed by both the parties that at all times and for all purposes hereunder, the Contractor is an Independent Contractor and not an employee of the County. No statement contained in this Agreement shall be construed as to find the Contractor as an employee of the County, and the Contract shall be entitled to none of the privileges, rights or benefits of County employees.
- 4.4. The Contractor shall maintain in full force and effect worker's compensation insurance during the Term of this Agreement which covers the Contractor's employees who are providing services under this Agreement. The terms of the Workers Compensation insurance policy shall require not less than 30 days advance written notice of termination or cancellation of such insurance. The Contractor shall provide the County with a certificate of coverage for Workers compensation insurance.
- 4.5. Contractor agrees to and shall hold harmless and indemnify and defend St. Clair County, its commissioners, officers, employees and agents, against any and all claims, liabilities, lawsuits, damages, cost, expenses and attorney fees allegedly arising from or related to the provision of services hereunder by Contractor, its agents, servants, employees or subcontractors.

- 4.6. The Contractor shall carry comprehensive general liability coverage (CGL) which covers its operations under the Agreement. The CGL policy shall have limits of liability of not less than \$1,000,000.00 and shall name the County as an additional named insured. The CGL policy shall be provided to the County and shall be subject to the approval of the County. The CGL policy shall name the County as an additional named insured and shall require that the County be provided not less than 30 days advance notice of termination or cancellation of the CGL policy.

ARTICLE V **SUSPENSION AND TERMINATION**

- 5.1. Either party may voluntarily terminate this Agreement for any reason upon two weeks' notice in writing to the other party. Additionally, the County may terminate or suspend this Agreement if, in its judgment, the Contractor, after reasonable effort to correct administrative defects, has failed to perform satisfactorily any requirements of this Agreement, or violated a specific provision of this Agreement, or upon just cause. In the event of a termination by either party for any cause, the Contractor shall be reimbursed for any work performed to that date for which it has not yet been reimbursed.
- 5.2. This Agreement shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Michigan. In the event that any provisions of this Agreement conflicts with any applicable Federal, State, or Local law or regulation, such law or regulation shall prevail. Any disputes between the parties shall be resolved in St. Clair County Circuit Court. Both parties agree to waive a jury trial and any dispute will be decided by a bench trial.
- 5.3. A determination that any part of this Agreement is invalid shall not be deemed to invalidate the entire Agreement and shall not include section or article headings which are inserted for convenience only.

ARTICLE VI

- 6.1. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and may not be modified except by an Agreement in writing signed by each of the parties hereto.

ARTICLE VII

- 7.1. Nondiscrimination: The Contractor agrees, that the representation on/and the access to policy making and any and all review groups not be denied to minorities. Also, the Contractor agrees as follows:
- A. The opportunity to obtain employment, housing and other real estate, and the full and equal utilization of public accommodations, public services, and educational facilities without discrimination because of religion, race, color, national origin, creed age, sex, height, weight, or marital status as prohibited by this act, is recognized and declared to be a civil right (Section 102, Action No. 453, Public Acts of 1976).

- B. The Contractor will not discriminate against any employee or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, or marital status as prohibited by this act, is recognized and declared to be a civil right (Section 202, Act No. 453, Public Acts of 1976).
 - C. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, or marital status.
 - D. The Contractor will comply with the Americans with Disabilities Act of 1990, regarding applicants for employment as well as employees and the services, programs, and activities provided under the CDBG Housing Program.
 - E. The Contractor will comply with all published rules, regulations, directives and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual project.
- 7.2. Interest of Members of Their County Commission and Others: No officer, member, member of the policy making body, or employee of the Contractor and no member of the County's legislative body, no officer, member or employee of the County or no member of its legislative body; and no other public official of the legislative body of the locality or localities in which the project of which this Agreement is a part, is situated, or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project or that participate in any decision related to this Agreement which affects their personal interest or which they are directly or indirectly, shall be eligible for participation in this program in any capacity. Nor shall any member of the County's legislative or policy making body, of the Contractor's Board of Director's or policy body benefit from persons or businesses retained to perform technical services, provided supplies or services for funds being used under the terms of this Agreement or have any financial interest directly or indirectly in an amount of 10 percent or more, or in the form of common immediate family membership the Contractor shall make written disclosure of the nature and extent of the relationship to the County and MEDC prior to contracting with such persons and/or businesses. The Contractor further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the County and MEDC.
- 7.3. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the County.
- 7.4. Officials Not To Benefit: No member of, or Delegate to the Congress of the United States of America, and no County Commissioner, shall be admitted to any share or part thereof or to any benefit to arise here from.
- 7.5. Confidentiality: Contractor and County shall retain confidentiality of the applicants and recipients at all times during the terms of this Agreement as there seems to be no good

rationale for publicizing or making known to the general public, specific applicant and/or recipient information, except as provisions of the Michigan Freedom of Information Act may provide. It is noted that the Michigan Freedom of Information Act provided, among other things, that a person has a right to inspect, copy or receive copies of the recipient name, address and CDBG assistance level which is held by a locality relative to the CDBG housing program, provided necessary fees, as provided, are paid.

ARTICLE VIII
TERM OF AGREEMENT

8.1. This Agreement shall be valid beginning on the date of execution by both parties and ending June 30, 2024.

IN WITNESS WHEREOF, of County and Contractor have caused this Agreement to be executed on their behalf by affixing of the hands of their authorized agents to triplicate copies hereof. Executed this _____, day of October, 2022.

ATTEST:

St. Clair County Metropolitan Planning Commission

David Struck, Planning Director

Karry Hepting, Administrator/Controller

ATTEST:

Blue Water Community Action

Melinda K. Johnson, Executive Director

Landfill Materials Procurement

Summary:

ATTACHMENTS:

Description	Upload Date	Type
❏ Landfill Materials Procurement Recommendation	9/28/2022	Exhibit
❏ Contract Approval Request - Pierce Pitt 2022_2023	9/28/2022	Cover Memo
❏ Pierce and Pitt Contract 2022-2023	9/28/2022	Cover Memo
❏ Contract Approval Request - Asphalt Trucks Inc. 2022-2023	9/28/2022	Cover Memo
❏ Asphalt Trucks Inc Contract 2022-2023	9/28/2022	Cover Memo
❏ Contract Approval Request - SA Torello Materials 2022_2023	9/28/2022	Cover Memo
❏ SA Torello Contract 2022-2023	9/28/2022	Cover Memo



COUNTY OF ST. CLAIR



Smiths Creek Landfill

6779 Smiths Creek Road Smiths Creek, MI 48074 (810) 989-6981
scclandfill@stclaircounty.org

September 28, 2022

From: Matt Williams

To: St. Clair County Environmental and Public Works Committee

Subject: Landfill Materials Supply Request

Commissioners,

During the course of the year, the landfill purchases different types of materials required for specific purposes related to the routine operation of the landfill. The table below summarizes these materials:

Material	Source	Use
Broken Asphalt	By-Product	Haul Road base
Asphalt Millings	By-Product	Haul Road upper course and Access Road repair
Crushed Concrete	By-Product	Haul road base/Drainage
Crushed Limestone	Processed	Access road upper course
River Rock	Natural	Gas Well media
Riprap	By-Product	Erosion prevention
2NS Sand	Processed	Disposal Cell drainage layer repair
Unscreened Topsoil	Natural	Annual Final Cover repair and Interim Cover seeding

To determine reasonable estimated quantities for the upcoming year, the previous year of material procurement was reviewed, along with a projection of 2022 operations sequencing. A Request for Proposal (RFP-LF-0822-443) was prepared by Purchasing and posted on MITN to solicit “all-in” bids from local haulers and material providers to deliver those materials to the landfill. There were three respondents. From those bids, three recommended contracts are detailed below:





COUNTY OF ST. CLAIR



Smiths Creek Landfill

6779 Smiths Creek Road Smiths Creek, MI 48074 (810) 989-6981
scclandfill@stclaircounty.org

Pierce and Pitt Tucking, Inc. (\$234,800 total contract amount)

- | | | | |
|--------------|------------|-------------|-----------|
| • River Rock | 7,000 tons | \$30.90/ton | \$216,300 |
| • 2NS Sand | 1,000 tons | \$18.50/ton | \$18,500 |

Asphalt Trucks, Inc. (\$474,850 total contract amount)

- | | | | |
|----------------------|-------------|-------------|-----------|
| • Asphalt Millings | 25,000 tons | \$11.95/ton | \$298,750 |
| • Broken Asphalt | 15,000 tons | \$9.95/ton | \$149,250 |
| • Unscreened Topsoil | 3,000 tons | \$8.95/ton | \$26,850 |

SA Torello Inc. (\$102,000 total contract amount)

- | | | | |
|--------------------|------------|-------------|-----------|
| • Crushed Concrete | 5,000 tons | \$20.40/ton | \$102,000 |
|--------------------|------------|-------------|-----------|

Bid awards above were based on the lowest offered unit prices. It is unlikely the landfill will need the full amounts of materials shown above over the course of the year; we have historically used approximately 70% of the amount requested. However, at times more than the amount shown for a particular material is needed due to unforeseen work.

I recommend the selection of these vendors for material supply contracts and request the Committee recommend approval to the BOC at the November 18th meeting.

Respectfully,

Matthew B. Williams

Cc: Karry Hepting, Administrator/Controller
Melissa Krolczyk, Purchasing





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: Pierce and Pitt Trucking

VALUE: Not to Exceed \$234,800

TERM: 12/1/22 – 11/30/23

CONTRACT TYPE: Professional Services Contract

SERVICE DESCRIPTION: Landfill Materials and Delivery

DEPARTMENT(S): Smiths Creek Landfill

COMMENTS: This contract is for delivered materials for the Smiths Creek Landfill. Materials include: river rock and 2NS sand. Material needs are approximate and delivery will occur on an as-needed basis. Pricing was obtained from RFP-LF-0822-443 Landfill Materials and Delivery.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Smiths Creek Landfill

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: 11/30/2023

Contract – NOT TO EXCEED \$234,800

*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”)	PIERCE AND PITT TRUCKING, INC. 7695 Shawn Drive Imlay City, MI 48444 (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:
 - 1.6.1. Attachment I: Scope of Contractor’s Services



COUNTY OF ST. CLAIR



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 December 1, 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 under no obligation are 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.



COUNTY OF ST. CLAIR



§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

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



COUNTY OF ST. CLAIR



- 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.

- 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



COUNTY OF ST. CLAIR



- 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.
- 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.



COUNTY OF ST. CLAIR



- 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.
- 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.



COUNTY OF ST. CLAIR



- 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, 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



COUNTY OF ST. CLAIR



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:

PIERCE AND PITT TRUCKING, INC.
7695 Shawn Drive
Imlay City, M I 48444

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.

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



COUNTY OF ST. CLAIR



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: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

REFERENCE: RFP-LF-0822-443 Landfill Materials and Delivery:

**River Rock
2NS Sand**



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

ATTACHMENT I CONTRACTOR'S FEE SCHEDULE RFQ-LF-0822-443 Landfill Materials and Delivery

Bid Requirements

The County of St. Clair is soliciting bids to supply and/or transport various material to the Smiths Creek Landfill.
The selected firms or individuals will enter into a term contract for one year, 12/1/22 – 11/30/23.

Bids for any of the items will be accepted:

Material Type	Estimated Annual Tons	Material Only Price/Ton	Delivery Only Price/Ton	Material & Delivery Price/Ton, Complete
Broken Asphalt	15,000			NB
Asphalt Millings	25,000			NB
1x3 Crushed Concrete	5,000			NB
River Rock	7,000			\$30.90 / TON
Class 2 Sand	2,000			NB
2NS Sand	1,000			\$18.50 / TON
Unscreened Topsoil	3,000			NB

Delivery Location: 6779 Smiths Creek Road, Smiths Creek, MI 48074.

Material quantities are approximate. Materials will be ordered on an as-needed basis. Delivery is inclusive of all fuel costs.

Crushed Concrete acceptable size is 1"x3"

Crushed Limestone acceptable size is 21AA, acceptable color is brown or yellow

River Rock gradation: 100% passing 3" sieve, 0-5% passing 1.2" sieve, less than 1% passing #200 sieve

Rip Rap is limestone

NAME OF BIDDER: PIERCE AND PITT TRUCKING, INC.



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



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: Asphalt Trucks Inc.

VALUE: Not to Exceed \$474,850

TERM: 12/1/22 – 11/30/23

CONTRACT TYPE: Professional Services Contract

SERVICE DESCRIPTION: Landfill Materials and Delivery

DEPARTMENT(S): Smiths Creek Landfill

COMMENTS: This contract is for delivered materials for the Smiths Creek Landfill. Materials include: asphalt millings and broken asphalt. Material needs are approximate and delivery will occur on an as-needed basis. Pricing was obtained from RFP-LF-0822-443 Landfill Materials and Delivery.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Smiths Creek Landfill

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: 11/30/2023

Contract – NOT TO EXCEED \$474,850

*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”)	ASPHALT TRUCKS INC. 49183 Mossy Glen Ct. Chesterfield, MI 48051 (herein, the “Contractor”)
--	---

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:

1.6.1. Attachment I: Scope of Contractor’s Services



COUNTY OF ST. CLAIR



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 December 1, 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 under no obligation are 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.



COUNTY OF ST. CLAIR



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

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



COUNTY OF ST. CLAIR



- 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.

- 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



COUNTY OF ST. CLAIR



- 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.
- 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.



COUNTY OF ST. CLAIR



- 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.
- 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.



COUNTY OF ST. CLAIR



- 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, 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



COUNTY OF ST. CLAIR



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:

ASPHALT TRUCKS, INC.
49183 Mossy Glen Ct.
Chesterfield, MI 48051

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.

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.



COUNTY OF ST. CLAIR



- 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: _____
Rick Stapleton, Owner

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

REFERENCE: RFP-LF-0822-443 Landfill Materials and Delivery:

**Broken Asphalt
Asphalt Millings
Unscreened Topsoil**



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

ATTACHMENT I CONTRACTOR'S FEE SCHEDULE RFQ-LF-0822-443 Landfill Materials and Delivery

Bid Requirements

The County of St. Clair is soliciting bids to supply and/or transport various material to the Smiths Creek Landfill. The selected firms or individuals will enter into a term contract for one year, 12/1/22 – 11/30/23.

Bids for any of the items will be accepted:

Material Type	Estimated Annual Tons	Material Only Price/Ton	Delivery Only Price/Ton	Material & Delivery Price/Ton, Complete
Broken Asphalt	15,000			\$ 9.95
Asphalt Millings	25,000			\$ 11.95
1x3 Crushed Concrete	5,000			
River Rock	7,000			
Class 2 Sand	2,000			
2NS Sand	1,000			
Unscreened Topsoil	3,000			\$ 8.95

Delivery Location: 6779 Smiths Creek Road, Smiths Creek, MI 48074.

Material quantities are approximate. Materials will be ordered on an as-needed basis. Delivery is inclusive of all fuel costs.

Crushed Concrete acceptable size is 1"x3"

Crushed Limestone acceptable size is 21AA, acceptable color is brown or yellow

River Rock gradation: 100% passing 3" sieve, 0-5% passing 1.2" sieve, less than 1% passing #200 sieve

Rip Rap is limestone



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



COUNTY OF ST. CLAIR



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.

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



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: SA Torello

VALUE: Not to Exceed \$102,000

TERM: 12/1/22 – 11/30/23

CONTRACT TYPE: Professional Services Contract

SERVICE DESCRIPTION: Landfill Materials and Delivery

DEPARTMENT(S): Smiths Creek Landfill

COMMENTS: This contract extension is for delivered materials for the Smiths Creek Landfill. Materials include: crushed concrete. Material needs are approximate and delivery will occur on an as-needed basis. Pricing was obtained from RFQ-LF-0822-443 Landfill Materials and Delivery.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Smiths Creek Landfill

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: 11/30/2023

Contract – NOT TO EXCEED \$102,000

*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”)	S.A. TORELLO INC. 3500 Dove Road Port Huron, MI 48060 (herein, the “Contractor”)
--	---

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:
 - 1.6.1. Attachment I: Scope of Contractor’s Services



COUNTY OF ST. CLAIR



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 December 1, 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 under no obligation are 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.



COUNTY OF ST. CLAIR



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

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



COUNTY OF ST. CLAIR



- 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.

- 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



COUNTY OF ST. CLAIR



- 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.
- 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.



COUNTY OF ST. CLAIR



- 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.
- 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.



COUNTY OF ST. CLAIR



- 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, 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



COUNTY OF ST. CLAIR



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:

S.A. TORELLO INC.
3500 Dove Road
Port Huron, MI 48060

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.

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



COUNTY OF ST. CLAIR



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: _____
Marty Torello, Vice President

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

REFERENCE: RFQ-LF-0822-443 Landfill Materials and Delivery:

Crushed Concrete



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

ATTACHMENT I
CONTRACTOR'S FEE SCHEDULE
RFQ-LF-0822-443 Landfill Materials and Delivery

Bid Requirements

The County of St. Clair is soliciting bids to supply and/or transport various material to the Smiths Creek Landfill.
The selected firms or individuals will enter into a term contract for one year, 12/1/22 – 11/30/23.

Bids for any of the items will be accepted:

Material Type	Estimated Annual Tons	Material Only Price/Ton	Delivery Only Price/Ton	Material & Delivery Price/Ton, Complete
Broken Asphalt	15,000			No bid
Asphalt Millings	25,000			No bid
1x3 Crushed Concrete	5,000			\$20.40 per ton
River Rock	7,000			No bid
Class 2 Sand	2,000			No bid
2NS Sand	1,000			No bid
Unscreened Topsoil	3,000			No bid

Delivery Location: 6779 Smiths Creek Road, Smiths Creek, MI 48074.

Material quantities are approximate. Materials will be ordered on an as-needed basis. Delivery is inclusive of all fuel costs.

Crushed Concrete acceptable size is 1"x3"

Crushed Limestone acceptable size is 21AA, acceptable color is brown or yellow

River Rock gradation: 100% passing 3" sieve, 0-5% passing 1.2" sieve, less than 1% passing #200 sieve

Rip Rap is limestone



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

Smiths Creek Landfill Activities Reports

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Data Comparisons 2019-22	9/27/2022	Exhibit
📎	August Volume	9/27/2022	Exhibit
📎	Landfill Gas to Energy	9/28/2022	Exhibit

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
COMPARISON
2019- 2022

Year Month	2019 Tons	2020 Tons	2021 Tons	2022 Tons	2022 Income	2022 Expense*	2022 Net
January	16,090	22,917	19,901	23,371	\$ 1,123,726	\$ 318,858	\$ 804,868
February	16,010	20,284	19,118	19,073	\$ 445,930	\$ 359,452	\$ 86,478
March	20,319	21,928	34,858	31,004	\$ 666,076	\$ 473,790 *	\$ 192,286
April	26,568	17,404	39,622	34,648	\$ 544,241	\$ 298,239	\$ 246,002
May	32,958	22,192	31,164	36,546	\$ 868,681	\$ 1,322,098 **	\$ (453,417)
June	26,425	26,795	31,515	29,451	\$ 773,713	\$ 436,959	\$ 336,754
July	29,270	26,303	30,695	26,797	\$ 875,864	\$ 619,626 ***	\$ 256,238
August	25,832	24,824	30,983	27,696	\$ 825,328	\$ 699,940 ****	\$ 125,388
September	25,734	29,798	30,478				\$ -
October	27,927	54,751	28,850				\$ -
November	24,899	44,857	29,649				\$ -
December	21,665	45,554	27,727				\$ -
Total	293,698	357,607	354,560	228,586	\$ 6,123,558	\$ 4,528,960	\$ 1,594,598

Landfill Expenses detailed in the Income and Expense Report (ONESolution).

* SRF Loan Interest Payment \$100,428.89

** Appropriation Transfer Out \$900,000 Road Commission

*** Landfill Cost Allocation \$169,947

**** Landfill Closure Cost \$330,000

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
VOLUME REPORT
AUGUST 2022

CUSTOMER	DEMO (TONS)	MUNICIPAL SOLID WASTE (TONS)	SPECIAL WASTE (TONS)	TOTAL TONS	TOTAL YARDS
BASIC TRANSPORTATION GROUP, LLC	0	5,871	0	5,871	18,960
CURRAN RECYCLING LTD.	0	3,332	0	3,332	9,840
EMTERRA ENVIRONMENTAL USA	8	3,030	19	3,057	8,640
GFL ENVIRONMENTAL USA INC	3	661	12	675	7,835
JEFF'S RUBBISH DISPOSAL	209	1,359	0	1,568	5,409
MARCOTTE DISPOSAL	54	1,849	0	1,903	6,051
PARKS INSTALLATION & EXCAVATE	0	0	405	405	320
SOUTH BARRIE TRANSFER LTD	0	658	0	658	1,920
WASTE MANAGEMENT	29	1,893	24	1,946	8,198
OTHER CUSTOMERS	<u>3,229</u>	<u>2,542</u>	<u>1,563</u>	<u>7,334</u>	<u>27,021</u>
TOTAL	3,531	21,194	2,023	26,748	94,194

SEPTAGE CUSTOMERS	TOTAL GALLONS	TOTAL YARDS	TOTAL TONS
ALLEMON SEPTIC SERVICE	30,052	149	123
CARLS SEPTIC	35,045	173	143
JAY'S SEPTIC SERVICE	14,200	70	58
LEES SEPTIC SERVICE LLC	22,285	110	91
R&P HODGES SEPTIC SERVICE	47,831	237	195
RATTEE SEPTIC	64,437	319	263
SCOTTY'S POTTY'S	18,422	91	75
TOTAL	232,272	1,150	948

TOTAL TONS 27,696
TOTAL YARDS 95,344

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
GAS TO ENERGY
2022

2022	Plant Efficiency	Electric Power Sale Royalty	Section 45 Tax Credit Royalty	Additional Gas Rights	Total Revenue
January	98.6%	\$ 55,037		\$ 4,024	\$ 59,062
February	80.0%	\$ 41,141		\$ 4,024	\$ 45,166
March	97.7%	\$ 56,443		\$ 4,024	\$ 60,468
April	95.2%	\$ 52,891		\$ 4,024	\$ 56,916
May	99.0%	\$ 55,962		\$ 4,024	\$ 59,987
June	95.0%	\$ 52,390		\$ 4,024	\$ 56,415
July	74.3%			\$ 4,024	
August	87.8%				
September					
October					
November					
December					
Total	90.9%	\$ 313,865	\$ -	\$ 28,168	\$ 338,014

Monthly PARC Financial Documents

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 PARC Finance Committee Minutes 9.12.22	9/26/2022	Cover Memo
📎 PARC Budget Year to Date 7.31.22	9/26/2022	Cover Memo

MINUTES
ST. CLAIR COUNTY PARKS AND RECREATION COMMISSION
FINANCE COMMITTEE
Monday, September 12, 2022

1. **Call Meeting to Order:** The meeting was called to order at 4:30 p.m. by Chair Bier in the Single Keepers Building at the Fort Gratiot Light Station.
2. **Roll Call:** Bier, Cooper, Foster, Haggerty, Leto, McNamee, and Ward
Excused: Smith
Absent: None
3. **Approval of Minutes: Motion** by Ward, supported by Cooper to approve the minutes of the August 8, 2022, meeting as presented. Motion carried unanimously.
4. **Receipt of Financial Reports: Motion** by McNamee, supported by Haggerty to recommend receipt of the financial reports for the period ending July 31, 2022, as presented. Motion carried unanimously.
5. **Proposals:** None.
6. **Invoices Paid:** Invoices totaling \$250,466.84 were paid in August.
7. **Local Millage Distribution Reports: Motion** by Haggerty, supported by Cooper to approve the following distributions: Townships of Clay (\$43,257), Clyde (\$28,287), East China (\$18,971), Emmett (\$11,560), Fort Gratiot (\$57,577), Kenockee, (\$12,318), Kimball (\$49,213), Lynn (\$5,721), Port Huron (\$55,272), Riley (\$16,384) and Wales (\$16,287). Motion carried unanimously with the understanding Lynn and Port Huron will provide a description of how they will use their funds for their file.
8. **Capital Asset Inventories:** None.
9. **Other:** A final report from SandFest was included for review. Dennis shared some of his thoughts on ongoing projects and future ideas for County Parks.
10. **Next Meeting Date and Location:** The next Finance Committee meeting is scheduled for Monday, October 3, 2022, at 4:30 p.m. at the Fort Gratiot Light Station.
11. **Adjournment: Motion** by Cooper, supported by Leto to adjourn. The meeting was adjourned at 5:24 p.m.

**St Clair County
Parks and Recreation Commission
07/31/2022**

Object	Object Description	2021 Budget	7/31/21 Actual	2022 Budget	7/31/22 Actual
4007	Current Property Taxes	3,178,368.00	3,178,418.59	3,277,799.00	3,285,071.30
4033	Current Personal Property Tax	1,792.00	1,683.76	1,500.00	0.00
4043	Delinq Real Prp Tx-Extra Voted	1,253.00	1,252.97	1,000.00	771.39
		3,181,413.00	3,181,355.32	3,280,299.00	3,285,842.69
4332	Federal Grants - Operating	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
4450	State Grants - General	0.00	0.00	0.00	0.00
4452	State Grants - Operating	1,425,300.00	0.00	148,000.00	1,417,011.97
4573	Local Comm Stabilization Shar	6,000.00	0.00	6,000.00	8,319.56
		1,431,300.00	0.00	154,000.00	1,425,331.53
4689	Charges for Services - Fees	117,346.00	98,152.50	80,000.00	90,395.00
4836	Chrgs Fr Srvcs-Use&Admissn Fee	13,840.00	13,335.00	12,400.00	20,060.00
		131,186.00	111,487.50	92,400.00	110,455.00
4882	Interest Revenue	4,000.00	3,296.09	4,000.00	1,753.09
4883	Interest on Delinquent Taxes	232.00	221.54	500.00	0.00
		4,232.00	3,517.63	4,500.00	1,753.09
4909	Sale of Fixed Assets	0.00	0.00	0.00	0.00
4916	Cntrbtn&Donatn Frm Privat Srcs	24,195.00	23,095.00	0.00	13,810.00
4956	Refunds and Rebates Received	2,288.00	796.65	500.00	719.85
4969	Miscellaneous	200.00	100.00	500.00	512.98
4979	Cash Over & Short	0.00	0.00	0.00	0.00
		26,683.00	23,991.65	1,000.00	15,042.83
5050	Salaries&Wages-Appntd Official	3,000.00	1,230.00	3,000.00	1,680.00
5083	Salaries&Wages-Supervisory	60,000.00	59,121.76	0.00	72,809.72
5099	Salaries&Wages-Regular	450,000.00	256,175.64	530,000.00	222,404.23
5105	Salaries&Wages - Parttime	320,000.00	139,754.46	305,000.00	170,655.65
5116	Salaries&Wages-Temporary	160,000.00	48,982.80	160,000.00	62,513.21
5132	Salaries&Wages-Overtime	2,000.00	24.91	2,000.00	355.41
5182	Employer Provided Health Insur	125,000.00	60,805.08	115,000.00	63,195.28
5231	Employer Provided Life Insur	1,000.00	367.29	700.00	353.76
5248	Employer Provided Disblty Insr	8,000.00	3,154.31	5,500.00	2,954.31
5281	Employer Retirement Contributn	80,000.00	44,237.19	67,287.00	35,456.21
5285	Employers Retiree Health	14,100.00	7,254.11	9,192.00	5,472.44
5290	Employer 457 Match	17,000.00	7,659.12	22,302.00	11,214.85
5330	Employer's FICA Contribution	60,000.00	30,891.55	61,650.00	32,598.18
5347	Employer's Medicare Contributn	14,000.00	7,224.72	14,418.00	7,624.00
5363	Unemployment Insurance	3,000.00	397.35	795.00	421.22
5380	Workers Compensation Insurance	8,000.00	2,875.82	5,966.00	3,086.96
5394	Employee Mileage Reimbursement	1,500.00	133.74	3,000.00	1,030.31
5396	Employee Travel	3,500.00	0.00	7,000.00	1,508.27
5397	Employee Meals	200.00	0.00	900.00	814.20
5398	Employer Provided Uniforms	4,000.00	1,638.49	4,000.00	1,859.00
5404	Employee Dues & Subscriptions	1,500.00	20.00	2,500.00	1,755.00
5410	Employee Health and Welfare	1,000.00	344.00	1,000.00	718.00
5420	Contracted Labor	88,400.00	0.00	88,400.00	0.00

**St Clair County
Parks and Recreation Commission
07/31/2022**

Object	Object Description	2021 Budget	7/31/21 Actual	2022 Budget	7/31/22 Actual
		1,425,200.00	672,292.34	1,409,610.00	700,480.21
5446	Supplies	105,000.00	44,474.34	105,000.00	57,984.37
5462	Operating Supplies	0.00	0.00	0.00	378.09
5545	Fuel	30,000.00	15,292.59	35,000.00	22,052.80
		135,000.00	59,766.93	140,000.00	80,415.26
6683	Legal Services	2,000.00	120.00	3,000.00	330.00
6749	Professional Services	133,000.00	98,125.62	120,000.00	106,767.39
6799	Court Appointed Attorny-Other	0.00	0.00	0.00	0.00
7013	Maintenance Contracts	4,000.00	2,939.00	4,000.00	3,875.51
7508	Internet Access	4,500.00	3,019.30	4,500.00	889.20
7541	Telephone	6,600.00	3,078.22	6,600.00	4,406.99
7591	Cellular Phone	3,000.00	1,585.46	4,000.00	2,034.87
7700	Licenses, Permits, & Fees	2,000.00	1,348.36	2,000.00	122.54
7723	Postage/Freight	25,000.00	12,053.93	37,000.00	12,921.50
8036	Program Promotion	10,000.00	0.00	110,000.00	30,000.00
8300	Printing and Publishing	30,000.00	4,488.30	54,000.00	5,067.36
8531	Training	4,000.00	1,539.00	8,000.00	5,335.00
8548	Regulatory Updates/Reference	100.00	0.00	400.00	0.00
8581	County Membership	3,000.00	2,315.00	3,000.00	1,100.00
8647	Electric Utility	43,000.00	18,057.75	47,300.00	21,001.68
8663	Gas Utility	13,000.00	5,968.00	14,300.00	9,026.00
8680	Water/Sewer Utility	4,000.00	172.07	4,000.00	1,538.49
8795	Repairs and Maintenance	110,000.00	28,444.80	110,000.00	31,024.05
8977	Equipment Rental	10,000.00	1,256.50	10,000.00	2,035.00
9092	Local Unit Fee	781,000.00	51,689.00	820,000.00	112,164.57
9208	Miscellaneous	1,200.00	0.00	1,200.00	0.00
9356	Refunds Paid	4,500.00	3,691.25	4,500.00	1,736.25
		1,193,900.00	239,891.56	1,367,800.00	351,376.40
9472	Land	1,630,000.00	6,344.72	200,000.00	0.00
9480	Uncapitalized Assets < \$5,000	80,000.00	30,188.55	75,000.00	45,282.41
9521	Land Improvements	300,000.00	0.00	545,000.00	0.00
9538	Buildings	200,000.00	94,542.27	150,000.00	0.00
9554	Equipment	110,000.00	41,424.34	84,000.00	274,226.00
9585	Subscription/Hosted Software	0.00	0.00	0.00	1,598.00
9620	Vehicles	175,000.00	0.00	85,000.00	32,212.35
		2,495,000.00	172,499.88	1,139,000.00	353,318.76
9868	Interest Expense	0.00	0.00	0.00	0.00
9884	Late Payment Fees	0.00	0.00	0.00	10.00
		0.00	0.00	0.00	10.00
9934	Appropriation Transfer Out	200,000.00	140,891.00	200,000.00	199,136.00
		200,000.00	140,891.00	200,000.00	199,136.00
Revenue Total:		4,774,814.00	3,320,352.10	3,532,199.00	4,838,425.14
Expense Total:		5,449,100.00	1,144,450.71	4,256,410.00	1,684,736.63
Net:		-674,286.00	2,175,901.39	-724,211.00	3,153,688.51

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
208000	Parks & Recreation				
208000 -2530	4H HORSE LEADERS	SEC DEPOSIT RETURN	00291818	07/21/2022	300.00
208000 -2530	BARR, DONALD	SEC DEPOSIT RETURN	00291708	07/21/2022	100.00
208000 -2530	BIESKE, SARAH	SEC DEPOSIT RETURN	00291709	07/21/2022	100.00
208000 -2530	BOWLES, MADISON	SEC DEPOSIT RETURN	00291370	07/07/2022	100.00
208000 -2530	DENCKLAU, DENISE	SEC DEPOSIT RETURN	00291392	07/07/2022	100.00
208000 -2530	EMHA	SEC DEPOSIT RETURN	00291743	07/21/2022	300.00
208000 -2530	LOHR, DAWN	SEC DEPOSIT RETURN	00291431	07/07/2022	100.00
208000 -2530	LONSBY, GARY	SEC DEPOSIT RETURN	00291774	07/21/2022	500.00
208000 -2530	MARONE, SHARON	SEC DEPOSIT RETURN	00291776	07/21/2022	100.00
208000 -2530	ODERKIRK, MICHELE	SEC DEPOSIT RETURN	00291443	07/07/2022	100.00
208000 -2530	PEMBERTON, ALISON	SEC DEPOSIT RETURN	00291803	07/21/2022	100.00
208000 -2530	PEYERK, TIFFANY	SEC DEPOSIT RETURN	00291604	07/14/2022	200.00
208000 -2530	REDDEN, CAROL	SEC DEPOSIT RETURN	00291609	07/14/2022	100.00
208000 -2530	REYNA, ESPERANZA	SEC DEPOSIT RETURN	00291454	07/07/2022	500.00
208000 -2530	VANI, ALEXIS	SEC DEPOSIT RETURN	00291474	07/07/2022	500.00
208000 -2530	WALTERS, JOSEPH	SEC DEPOSIT RETURN	00291475	07/07/2022	100.00
		Total Customers Depst&Interest Pyble		2530	3,300.00
		Org Key Total		208000	3,300.00
208751	Recreation/Parks				
208751 -5398	MARKETING PROMOTIONS AND EVENTSTAFF CLOTHING		00291584	07/14/2022	472.00
		Total Employer Provided Uniforms		5398	472.00
208751 -5404	CANNON ENGINEERING AND EQUIPMEBUCKET TRUCK TRN/RECERT		00291842	07/21/2022	600.00
208751 -5404	CANNON ENGINEERING AND EQUIPMEBUCKET TRUCK TRN/RECERT		00291842	07/21/2022	600.00
		Total Employee Dues & Subscriptions		5404	1,200.00
208751 -5446	LOYALTY INTERNATIONAL LTD	75 BOXES ASPHALT SEALER	00291775	07/21/2022	2,189.27
		Total Supplies		5446	2,189.27
208751 -6683	FLETCHER FEALKO SHOUDY AND FRAMAY 22 LEGAL PARKS		00291553	07/14/2022	82.50
		Total Legal Services		6683	82.50
208751 -7591	AT AND T MOBILITY II LLC	CHARGES 06/17/22	00291366	07/07/2022	332.08
208751 -7591	AT AND T MOBILITY II LLC	CHARGES 07/17/22	00291855	07/28/2022	355.52
208751 -7591	AT AND T MOBILITY II LLC	CR ROAMING	00291855	07/28/2022	-10.55
		Total Cellular Phone		7591	677.05
208751 -7723	US POSTAL SERVICE	POSTAGE SUMMER PROG REPT	00291656	07/14/2022	12,699.39
		Total Postage/Freight		7723	12,699.39
208751 -8036	CITY OF MARINE CITY MICHIGAN	CANOE/KAYAK LAUNCH REIMBURSEME	00291722	07/21/2022	30,000.00
		Total Program Promotion		8036	30,000.00
208751 -8300	THORPE PRINTING SERVICES INC	BUSINESS CARDS	00291642	07/14/2022	243.36
		Total Printing and Publishing		8300	243.36
208751 -8531	CITY OF PORT HURON MICHIGAN	FIRST AID/CPR TRN 4/29/22 (6)	00291522	07/14/2022	210.00
208751 -8531	CITY OF PORT HURON MICHIGAN	FIRST AID/CPR TRN 5/27/22 (14)	00291522	07/14/2022	490.00
208751 -8531	COLLABORATIVE TRAINING NETWORKLEADERSHIP & SUPERVISOR TRAIN		00291880	07/28/2022	925.00
		Total Training		8531	1,625.00
208751 -8795	ST CLAIR COUNTY ROAD COMMISSIO	SIGN RPLC B2B TRAIL	00291975	07/28/2022	405.29
		Total Repairs and Maintenance		8795	405.29
208751 -9092	CITY OF ALGONAC MICHIGAN	2022 LOCAL MILLAGE DISTR	00291721	07/21/2022	21,490.00
208751 -9092	TOWNSHIP OF COLUMBUS MICHIGAN	2022 LOCAL MILLAGE DISTR	00291831	07/21/2022	21,060.00
208751 -9092	TOWNSHIP OF GREENWOOD MICHIGAN	2022 LOCAL MILLAGE DISTR	00291832	07/21/2022	7,632.00
208751 -9092	TOWNSHIP OF IRA MICHIGAN	2022 LOCAL MILLAGE DISTR	00291834	07/21/2022	25,439.00
208751 -9092	TOWNSHIP OF ST CLAIR MICHIGAN	2022 LOCAL MILLAGE DISTR	00291836	07/21/2022	36,287.00

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
		Total Local Unit Fee		9092	111,908.00
208751 -9480	LOYALTY INTERNATIONAL LTD	ASPHALT SEALING APPLICATOR	00291775	07/21/2022	1,999.00
		Total Uncapitalized Assets < \$5,000		9480	1,999.00
		Org Key Total		208751	163,500.86
940020	Wadhams to Avoca Trail				
940020 -5446	NOBLE LOCK SERVICES	PADLOCKS (24)	00291599	07/14/2022	408.48
		Total Supplies		5446	408.48
940020 -8647	DTE ENERGY	CHARGES 06/01-06/30/22	00291403	07/07/2022	135.93
		Total Electric Utility		8647	135.93
940020 -9554	ADAMS INLINE PLUMBING LLC	INSTALL DRINKING FOUNTAIN WTA	00291356	07/07/2022	6,500.00
		Total Equipment		9554	6,500.00
		Org Key Total		940020	7,044.41
940021	Fort Gratiot County Park				
940021 -5545	FOSTER BLUE WATER OIL LLC	JUN 22 FUEL	00291413	07/07/2022	42.84
		Total Fuel		5545	42.84
940021 -7541	MICHIGAN BELL TELEPHONE CO	CHARGES 06/05-07/04/22	00291786	07/21/2022	267.64
		Total Telephone		7541	267.64
940021 -8647	DTE ENERGY	CHARGES 06/10-07/08/22	00291739	07/21/2022	173.16
940021 -8647	DTE ENERGY	CHARGES 06/04-07/05/22	00291537	07/14/2022	23.45
		Total Electric Utility		8647	196.61
940021 -8795	WASTE MANAGEMENT OF MICHIGAN	JUL 22 WASTE RMVL HAUL FGCP	00291661	07/14/2022	342.60
		Total Repairs and Maintenance		8795	342.60
		Org Key Total		940021	849.69
940026	Columbus County Park				
940026 -5446	ADAIR SALVAGE INC	CEDAR POSTS	00291852	07/28/2022	187.50
940026 -5446	NICHOLS	CLEANING SUPPLIES	00291799	07/21/2022	1,436.71
940026 -5446	SIEGEL SAND AND GRAVEL INC	20 YARDS FILL SAND	00291618	07/14/2022	260.00
940026 -5446	ZIMMERS SALES AND SERVICE	BELTS, TRIMMER HEAD, BLADES	00291847	07/21/2022	451.98
		Total Supplies		5446	2,336.19
940026 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00291904	07/28/2022	733.30
940026 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00291904	07/28/2022	723.81
940026 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00291414	07/07/2022	841.22
		Total Fuel		5545	2,298.33
940026 -7541	FRONTIER COMMUNICATIONS OF MIC	CHARGES 07/01/22	00291558	07/14/2022	148.59
940026 -7541	FRONTIER COMMUNICATIONS OF MIC	CHARGES 07/20/22	00291906	07/28/2022	123.58
		Total Telephone		7541	272.17
940026 -8300	LASERLECTRIC ENGRAVING	MEMORIAL PLAQUE	00291578	07/14/2022	100.00
		Total Printing and Publishing		8300	100.00
940026 -8647	DTE ENERGY	CHARGES 05/25-06/23/22	00291404	07/07/2022	120.10
940026 -8647	DTE ENERGY	CHARGES 05/25-06/23/22	00291405	07/07/2022	35.48
940026 -8647	DTE ENERGY	CHARGES 05/25-06/23/22	00291407	07/07/2022	74.98
940026 -8647	DTE ENERGY	CHARGES 05/24-06/23/22	00291407	07/07/2022	327.83
		Total Electric Utility		8647	558.39
940026 -8663	SEMCO ENERGY	CHARGES 06/01-07/01/22	00291813	07/21/2022	24.62
		Total Gas Utility		8663	24.62
940026 -8795	VALVOLINE INC	OIL CHANGE '11 GMC SIERRA CCP	00291473	07/07/2022	60.94
940026 -8795	WASTE MANAGEMENT OF MICHIGAN	JUL 22 WASTE RMVL HAUL CCP	00291661	07/14/2022	48.40
		Total Repairs and Maintenance		8795	109.34
940026 -8977	SCOTTYS POTTYS	JUN 22 POTTY RENTAL CCP	00291459	07/07/2022	110.00
		Total Equipment Rental		8977	110.00

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
940026 -9480	ZIMMERS SALES AND SERVICE	STIHL FS91 TRIMMER	00291847	07/21/2022	305.96
		Total	Uncapitalized Assets < \$5,000	9480	305.96
		Org Key Total		940026	6,115.00
940032	Woodsong County Park				
940032 -8647	DTE ENERGY	CHARGES 06/09-07/07/22	00291739	07/21/2022	18.65
		Total	Electric Utility	8647	18.65
940032 -8977	SCOTTYS POTTYS	JUN 22 POTTY RENTAL WCP	00291459	07/07/2022	110.00
		Total	Equipment Rental	8977	110.00
		Org Key Total		940032	128.65
940033	Goodells County Park				
940033 -5410	PORT HURON HOSPITAL	MAY 22 SERVICES	00291433	07/07/2022	133.00
		Total	Employee Health and Welfare	5410	133.00
940033 -5446	ADAIR SALVAGE INC	SIDING, BANDS	00291497	07/14/2022	329.00
940033 -5446	ADAIR SALVAGE INC	PARTS FOR CULVERT REPAIR	00291696	07/21/2022	796.60
940033 -5446	CAPITOL EQUIPMENT OF WASHINGTON	BATTERY CORE CHG	00291719	07/21/2022	-50.00
940033 -5446	CEDAR HILL GRAPHICS LLC	COROPLAST SIGNS FOR KIOSK	00291512	07/14/2022	320.00
940033 -5446	NICHOLS	4H FAIR CLEANING SUPPLIES	00291442	07/07/2022	2,375.10
940033 -5446	NICHOLS	20 CASES ANTIBAC FOAM SOAP GCP	00291799	07/21/2022	1,161.60
940033 -5446	P AND P FIRE EXTINGUISHER COMP	FIRE EXT 9	00291941	07/28/2022	506.00
940033 -5446	PORT HURON AUTO GLASS INC	TWO PIECES PLEXIGLASS	00291447	07/07/2022	376.00
940033 -5446	ZIMMERS SALES AND SERVICE	SENDING UNIT, OIL, BLADES, CHU	00291847	07/21/2022	381.31
940033 -5446	ZIMMERS SALES AND SERVICE	AIR FLTR KIT, OIL FILTERS, OIL	00291847	07/21/2022	248.94
		Total	Supplies	5446	6,444.55
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00291904	07/28/2022	317.44
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00291904	07/28/2022	694.64
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00291414	07/07/2022	969.16
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00291414	07/07/2022	811.92
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00291752	07/21/2022	724.98
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL FUEL	00291752	07/21/2022	768.96
		Total	Fuel	5545	4,287.10
940033 -6749	CANNON ENGINEERING AND EQUIPMENT	MILEAGE CHARGE	00291842	07/21/2022	125.00
940033 -6749	CANNON ENGINEERING AND EQUIPMENT	ANNUAL INSPECTION	00291842	07/21/2022	375.00
940033 -6749	FISHBECK THOMPSON CARR AND HUBBARD	DESIGN DIGITAL BASE MAP GCP	00291903	07/28/2022	3,175.00
940033 -6749	PM BLOUGH INC	GRADING COLOR EQ LOC PLAYGRD	00291606	07/14/2022	840.00
		Total	Professional Services	6749	4,515.00
940033 -8647	DTE ENERGY	CHARGES 06/02-06/30/22	00291537	07/14/2022	106.49
940033 -8647	DTE ENERGY	CHARGES 06/01-06/30/22	00291403	07/07/2022	96.13
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291394	07/07/2022	14.76
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	214.63
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	179.01
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	29.27
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	8.37
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	358.92
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	327.83
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291401	07/07/2022	235.36
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291406	07/07/2022	14.76
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291406	07/07/2022	317.48
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291406	07/07/2022	73.19
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291406	07/07/2022	25.13
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291406	07/07/2022	680.23

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
940033 -8647	DTE ENERGY	CHARGES 05/27-06/27/22	00291406	07/07/2022	193.91
		Total Electric Utility		8647	2,875.47
940033 -8663	SEMCO ENERGY	CHARGES 06/07-07/08/22	00291967	07/28/2022	24.65
940033 -8663	SEMCO ENERGY	CHARGES 06/07-07/08/22	00291967	07/28/2022	19.92
940033 -8663	SEMCO ENERGY	CHARGES 06/07-07/08/22	00291967	07/28/2022	19.92
940033 -8663	SEMCO ENERGY	CHARGES 06/07-07/08/22	00291967	07/28/2022	40.91
940033 -8663	SEMCO ENERGY	CHARGES 06/07-07/08/22	00291967	07/28/2022	115.44
		Total Gas Utility		8663	220.84
940033 -8795	CAPITOL EQUIPMENT OF WASHINGTON	GATOR REPAIR	00291719	07/21/2022	1,452.25
940033 -8795	CARLS SEPTIC SERVICE	PUMP ALL SEPTIC TANKS	00291868	07/28/2022	3,000.00
940033 -8795	CHLORIDE SOLUTIONS LLC	DUST CONTROL GCP 4H FAIR	00291720	07/21/2022	2,800.00
940033 -8795	JEFFS RUBBISH DISPOSAL INC	AUG 22 DUMPSTER SERVICES GCP	00291911	07/28/2022	375.00
940033 -8795	JEFFS RUBBISH DISPOSAL INC	JUL 22 DUMPSTER SERVICES GCP	00291423	07/07/2022	375.00
940033 -8795	P AND P FIRE EXTINGUISHER COMP	FIRE EXT INSP 27	00291941	07/28/2022	189.00
940033 -8795	P AND P FIRE EXTINGUISHER COMP	EXT SRVC 10	00291941	07/28/2022	70.00
		Total Repairs and Maintenance		8795	8,261.25
940033 -9480	ADAIR SALVAGE INC	THREE CULVERTS	00291497	07/14/2022	1,113.60
		Total Uncapitalized Assets < \$5,000		9480	1,113.60
		Org Key Total		940033	27,850.81
940034	Ft Gratiot Lighthouse				
940034 -5410	PORT HURON HOSPITAL	JUN 22 SERVICES	00291778	07/21/2022	133.00
		Total Employee Health and Welfare		5410	133.00
940034 -5446	KERR ALBERT OFFICE SUPPLY	MAY 22 OFFICE SUPPLIES	00291577	07/14/2022	22.74
		Total Supplies		5446	22.74
940034 -5545	FOSTER BLUE WATER OIL LLC	JUN 22 FUEL	00291413	07/07/2022	64.27
		Total Fuel		5545	64.27
940034 -7508	COMCAST CABLE COMMUNICATIONS	ICHARGES 07/13/22	00291730	07/21/2022	109.90
940034 -7508	COMCAST CABLE COMMUNICATIONS	ICHARGES 06/13/22 (PD 6/16/22)	00291730	07/21/2022	109.90
		Total Internet Access		7508	219.80
940034 -7541	MICHIGAN BELL TELEPHONE CO	CHARGES 05/29-06/28/22	00291438	07/07/2022	67.44
		Total Telephone		7541	67.44
940034 -8647	DTE ENERGY	CHARGES 06/14-07/13/22	00291739	07/21/2022	81.99
		Total Electric Utility		8647	81.99
940034 -8663	SEMCO ENERGY	CHARGES 06/02-07/06/22	00291813	07/21/2022	21.09
		Total Gas Utility		8663	21.09
940034 -8680	CITY OF PORT HURON MICHIGAN	CHARGES 05/20-06/20/22	00291377	07/07/2022	205.90
		Total Water/Sewer Utility		8680	205.90
940034 -9554	INDEPENDENT CUSTOM CARTS LLC	36 VOLT EZGO CART W DUMPBOX	00291570	07/14/2022	5,500.00
		Total Equipment		9554	5,500.00
940034 -9884	COMCAST CABLE COMMUNICATIONS	ILATE FEE	00291730	07/21/2022	10.00
		Total Late Payment Fees		9884	10.00
		Org Key Total		940034	6,326.23
940036	Blue Water River Walk				
940036 -5410	PORT HURON HOSPITAL	JUN 22 SERVICES	00291778	07/21/2022	85.00
		Total Employee Health and Welfare		5410	85.00
940036 -8647	DTE ENERGY	CHARGES 06/10-07/08/22	00291739	07/21/2022	36.02
		Total Electric Utility		8647	36.02
940036 -8795	WASTE MANAGEMENT OF MICHIGAN	JUL 22 WASTE RMVL HAUL BWRW	00291661	07/14/2022	116.80
		Total Repairs and Maintenance		8795	116.80
		Org Key Total		940036	237.82

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
				Grand Total	<u>215,353.47</u>

940020 Wadhams to Avoca Trail**07/31/2022
YTD Actual**

Object	Description	
4689	Charges for Services - Fees	150.00
5099	Salaries&Wages-Regular	6,354.09
5105	Salaries&Wages - Parttime	2,856.75
5132	Salaries&Wages-Overtime	3.25
5182	Employer Provided Health Insur	1,771.33
5231	Employer Provided Life Insur	8.35
5248	Employer Provided Disblty Insr	63.52
5281	Employer Retirement Contributn	1,184.97
5285	Employers Retiree Health	263.32
5290	Employer 457 Match	141.11
5330	Employer's FICA Contribution	547.38
5347	Employer's Medicare Contributn	128.07
5363	Unemployment Insurance	7.50
5380	Workers Compensation Insurance	54.30
5446	Supplies	428.48
8300	Printing and Publishing	1,377.50
8647	Electric Utility	820.83
8795	Repairs and Maintenance	982.41
9554	Equipment	6,500.00
Revenue Total:		150.00
Expense Total:		23,493.16
Net:		-23,343.16

940021 Fort Gratiot County Park**07/31/2022
YTD Actual**

Object	Description	
4689	Charges for Services - Fees	8,495.00
4916	Cntrbtn&Donatn Frm Privat Srcs	300.00
5099	Salaries&Wages-Regular	9,330.21
5105	Salaries&Wages - Parttime	6,377.40
5116	Salaries&Wages-Temporary	19,552.95
5132	Salaries&Wages-Overtime	32.14
5182	Employer Provided Health Insur	1,589.09
5231	Employer Provided Life Insur	9.96
5248	Employer Provided Disblty Insr	93.49
5281	Employer Retirement Contributn	479.36
5290	Employer 457 Match	339.94
5330	Employer's FICA Contribution	2,189.90
5347	Employer's Medicare Contributn	512.18
5363	Unemployment Insurance	28.02
5380	Workers Compensation Insurance	201.02
5446	Supplies	3,451.47
5545	Fuel	236.04
6749	Professional Services	7,586.85
7013	Maintenance Contracts	272.26
7541	Telephone	1,780.51
7700	Licenses, Permits, & Fees	51.00

8647	Electric Utility	933.13
8680	Water/Sewer Utility	45.00
8795	Repairs and Maintenance	1,361.17
8977	Equipment Rental	835.00
9092	Local Unit Fee	256.57
9356	Refunds Paid	247.50
9480	Uncapitalized Assets < \$5,000	1,056.00

Revenue Total:	8,795.00
Expense Total:	58,848.16
Net:	-50,053.16

940026 Columbus County Park

		07/31/2022
Object	Description	YTD Actual
4689	Charges for Services - Fees	13,625.00
4916	Cntrbtrn&Donatn Frm Privat Srcs	11,380.00
4956	Refunds and Rebates Received	29.26
5099	Salaries&Wages-Regular	47,458.11
5105	Salaries&Wages - Parttime	34,337.98
5116	Salaries&Wages-Temporary	16,510.75
5132	Salaries&Wages-Overtime	69.52
5182	Employer Provided Health Insur	15,166.32
5231	Employer Provided Life Insur	60.73
5248	Employer Provided Disblty Insr	475.22
5281	Employer Retirement Contributn	12,750.65
5285	Employers Retiree Health	1,544.56
5290	Employer 457 Match	11.10
5330	Employer's FICA Contribution	5,801.53
5347	Employer's Medicare Contributn	1,356.84
5363	Unemployment Insurance	78.25
5380	Workers Compensation Insurance	584.43
5394	Employee Mileage Reimbursement	14.04
5397	Employee Meals	30.00
5398	Employer Provided Uniforms	68.00
5446	Supplies	15,209.65
5545	Fuel	7,204.41
6749	Professional Services	4,961.00
7013	Maintenance Contracts	977.12
7541	Telephone	2,219.28
7723	Postage/Freight	9.25
8300	Printing and Publishing	118.50
8647	Electric Utility	3,731.72
8663	Gas Utility	914.04
8795	Repairs and Maintenance	4,648.35
8977	Equipment Rental	600.00
9356	Refunds Paid	165.00
9480	Uncapitalized Assets < \$5,000	8,965.88
Revenue Total:		25,034.26
Expense Total:		186,042.23
Net:		-161,007.97

940028 Goodells Park Splashpad**07/31/2022
YTD Actual**

Object	Description	
5446	Supplies	772.71
6749	Professional Services	450.00
9480	Uncapitalized Assets < \$5,000	6,963.70
Revenue Total:		0.00
Expense Total:		8,186.41
Net:		-8,186.41

940032 Woodsong County Park**07/31/2022
YTD Actual**

Object	Description	
5099	Salaries&Wages-Regular	7,121.39
5182	Employer Provided Health Insur	2,371.09
5231	Employer Provided Life Insur	8.51
5248	Employer Provided Disblty Insr	71.22
5281	Employer Retirement Contributn	1,908.80
5290	Employer 457 Match	4.03
5330	Employer's FICA Contribution	377.79
5347	Employer's Medicare Contributn	88.36
5363	Unemployment Insurance	5.68
5380	Workers Compensation Insurance	42.25
5446	Supplies	15.00
6683	Legal Services	165.00
8647	Electric Utility	139.73
8977	Equipment Rental	600.00
Revenue Total:		0.00
Expense Total:		12,918.85
Net:		-12,918.85

940033 Goodells County Park**07/31/2022
YTD Actual**

Object	Description	
4689	Charges for Services - Fees	55,785.00
4916	Cntrbtn&Donatn Frm Privat Srcs	2,130.00
4956	Refunds and Rebates Received	604.34
4969	Miscellaneous	512.98
5099	Salaries&Wages-Regular	56,100.87
5105	Salaries&Wages - Parttime	96,737.09
5116	Salaries&Wages-Temporary	22,452.01
5132	Salaries&Wages-Overtime	61.87
5182	Employer Provided Health Insur	13,145.85
5231	Employer Provided Life Insur	78.58
5248	Employer Provided Disblty Insr	560.88
5281	Employer Retirement Contributn	6,166.69
5285	Employers Retiree Health	1,336.20
5290	Employer 457 Match	2,342.41
5330	Employer's FICA Contribution	10,792.96
5347	Employer's Medicare Contributn	2,524.09
5363	Unemployment Insurance	139.45

5380	Workers Compensation Insurance	1,032.33
5397	Employee Meals	60.00
5404	Employee Dues & Subscriptions	460.00
5410	Employee Health and Welfare	133.00
5446	Supplies	32,569.14
5545	Fuel	13,771.07
6749	Professional Services	34,977.80
7013	Maintenance Contracts	1,647.15
7700	Licenses, Permits, & Fees	64.64
7723	Postage/Freight	113.40
8531	Training	75.00
8647	Electric Utility	14,679.11
8663	Gas Utility	7,488.96
8795	Repairs and Maintenance	19,893.45
9356	Refunds Paid	1,323.75
9480	Uncapitalized Assets < \$5,000	25,893.22
9554	Equipment	262,226.00
9620	Vehicles	32,212.35

Revenue Total:	59,032.32
Expense Total:	661,059.32
Net:	-602,027.00

940034 Ft Gratiot Lighthouse

Object	Description	07/31/2022 YTD Actual
4689	Charges for Services - Fees	120.00
5099	Salaries&Wages-Regular	28,186.98
5116	Salaries&Wages-Temporary	3,997.50
5132	Salaries&Wages-Overtime	149.99
5182	Employer Provided Health Insur	3,697.15
5231	Employer Provided Life Insur	27.34
5248	Employer Provided Disblty Insr	283.36
5281	Employer Retirement Contributn	2,273.77
5285	Employers Retiree Health	23.37
5290	Employer 457 Match	698.13
5330	Employer's FICA Contribution	2,006.49
5347	Employer's Medicare Contributn	469.29
5363	Unemployment Insurance	25.79
5380	Workers Compensation Insurance	145.67
5394	Employee Mileage Reimbursement	55.28
5410	Employee Health and Welfare	133.00
5446	Supplies	1,318.65
5545	Fuel	354.08
7013	Maintenance Contracts	978.98
7508	Internet Access	889.20
7541	Telephone	407.20
8647	Electric Utility	443.70
8663	Gas Utility	623.00
8680	Water/Sewer Utility	1,257.44
8795	Repairs and Maintenance	2,759.94

9480	Uncapitalized Assets < \$5,000	289.00
9554	Equipment	5,500.00
9884	Late Payment Fees	10.00
Revenue Total:		120.00
Expense Total:		57,004.30
Net:		-56,884.30

940035 Mobile Recreation

		07/31/2022
Object	Description	YTD Actual
4836	Chrgs Fr Srvcs-Use&Admissn Fee	19,500.00
5099	Salaries&Wages-Regular	6,782.91
5105	Salaries&Wages - Parttime	6,568.42
5132	Salaries&Wages-Overtime	6.50
5182	Employer Provided Health Insur	1,643.88
5231	Employer Provided Life Insur	9.46
5248	Employer Provided Disblty Insr	67.79
5281	Employer Retirement Contributn	798.16
5285	Employers Retiree Health	177.39
5290	Employer 457 Match	273.94
5330	Employer's FICA Contribution	816.79
5347	Employer's Medicare Contributn	191.04
5363	Unemployment Insurance	10.49
5380	Workers Compensation Insurance	77.78
5410	Employee Health and Welfare	367.00
5446	Supplies	117.06
Revenue Total:		19,500.00
Expense Total:		17,908.61
Net:		1,591.39

940036 Blue Water River Walk

		07/31/2022
Object	Description	YTD Actual
4689	Charges for Services - Fees	12,190.00
5099	Salaries&Wages-Regular	8,113.94
5132	Salaries&Wages-Overtime	32.14
5182	Employer Provided Health Insur	1,482.08
5231	Employer Provided Life Insur	9.10
5248	Employer Provided Disblty Insr	81.49
5281	Employer Retirement Contributn	319.58
5290	Employer 457 Match	334.85
5330	Employer's FICA Contribution	507.65
5347	Employer's Medicare Contributn	118.75
5363	Unemployment Insurance	6.53
5380	Workers Compensation Insurance	41.97
5410	Employee Health and Welfare	85.00
5446	Supplies	398.29
6749	Professional Services	14,808.00
8647	Electric Utility	138.90
8795	Repairs and Maintenance	369.87

Revenue Total:	<u>12,190.00</u>
Expense Total:	<u>26,848.14</u>
Net:	<u>-14,658.14</u>

940038 Clay Township Park

07/31/2022
YTD Actual

Object	Description
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Revenue Total:	0.00
Expense Total:	<u>0.00</u>
Net:	<u>0.00</u>

940040 North Channel Waterfront Park

07/31/2022
YTD Actual

Object	Description
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4452	State Grants - Operating	1,417,011.97
5099	Salaries&Wages-Regular	4,127.75
5105	Salaries&Wages - Parttime	1,620.00
5182	Employer Provided Health Insur	1,028.00
5231	Employer Provided Life Insur	5.22
5248	Employer Provided Disblty Insr	41.32
5290	Employer 457 Match	234.63
5330	Employer's FICA Contribution	357.75
5347	Employer's Medicare Contributn	83.67
5363	Unemployment Insurance	4.62
5380	Workers Compensation Insurance	34.51
5545	Fuel	441.04
6749	Professional Services	43,563.74
7700	Licenses, Permits, & Fees	5.00
8300	Printing and Publishing	219.50
8647	Electric Utility	114.56
8680	Water/Sewer Utility	236.05

Revenue Total:	<u>1,417,011.97</u>
Expense Total:	<u>52,117.36</u>
Net:	<u>1,364,894.61</u>

951501 Parks Donations

07/31/2022
YTD Actual

Object	Description
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Revenue Total:	0.00
Expense Total:	<u>0.00</u>
Net:	<u>0.00</u>