AGENDA
MONROE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
TUESDAY, FEBRUARY 6, 2024 – 6:00 P.M.
125 EAST SECOND STREET
MONROE, MI 48161
(734) 240-7003

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE
Led by Commissioner Moore

IV. OPENING PRAYER

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES (01/23/2024 Regular Meeting)

VII. PUBLIC COMMENT

VIII. RESOLUTIONS, SPECIAL TRIBUTES & PRESENTATION

IX. FINANCE MATTERS
1. Payment of the 02/07/2024 Accounts Payable Current Claims Report in the amount of $935,893.43

X. CONSENT AGENDA
1. Approval of Non-Claims
    a. Check Register dated 01/26/2024 in the amount of $154,712.90
    b. Check Register dated 02/02/2024 in the amount of $340,878.94

XI. COMMUNICATIONS
Board Action:
1. Letter dated January 31, 2024 from Mr. Mark Brant, Chairman, Board of Commissioners requesting approval of the County of Monroe Tax Capture Resolution and Policy and upon its adoption, distribute it to all of our local unit government partners throughout the County so they are informed of this policy.

2. Letter dated February 1, 2024 from Mr. Mark Brant, Chairman Board of Commissioners along with a Memorandum dated January 31, 2024 from Mr. Patrick McGow, Municipal Finance Counsel submitting a Resolution Approving Suspension of Monroe County Economic Development Corporation effective with the approval of the Resolution.

3. Letter dated February 1, 2024 from Mr. Philip Goldsmith, Legal Counsel to Mr. Mark Brant, Chairman, recommending that a January 26, 2024, Freedom of Information Act Appeal be denied as the response and record release set forth in the County's Freedom of Information Act Officer's January 24, 2024 correspondence be upheld.
   Supplemental Information:
   a. Legal Counsel's Appeal Response to Appellant dated February 2, 2024
   b. FOIA Appeal dated January 26, 2024
   c. County FOIA Officer's (Michael Bosanac) January 19, 2024 and January 25, 2024 responses
   d. FOIA Request dated January 11, 2024
   e. Policy #205 link

XII. PUBLIC HEARINGS—None

XIII. OLD BUSINESS
1. Letter dated February 1, 2024 from Mr. Michael Bosanac, Administrator/Chief Financial Officer recommending a funding plan for the implementation of the economic development strategic plan Monroe Link 2.0.

XIV. NEW BUSINESS

XV. PUBLIC COMMENT

XVI. CLOSED SESSION
1. Closed Session to discuss written legal opinion from Philip Goldsmith and Thomas Graham, County General Counsel concerning potential litigation involving the County.

XVII. ANNOUNCEMENTS
1. Copies of any Tributes or Certificates issued since the January 23, 2024 meeting: None

XVIII. MEMBERS TIME

XIV. ADJOURNMENT

MONROE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
JANUARY 23, 2024

I. CALL TO ORDER

The Monroe County Board of Commissioners held a Regular Meeting at the River Raisin National Battlefield Park in the City of Monroe, on Tuesday, January 23, 2024. Chairman Mark Brant called the meeting to order at 6:00 p.m.

II. ROLL CALL

Roll call by Deputy Clerk, Lisa Sanders, as follows:

PRESENT			ABSENT
David Hoffman	Jay Heinzerling	David Swartout	
Mark Brant	Randy Richardville	Greg Moore, Jr.	
Dawn Asper	David Vensel	J. Henry Lievens	

A quorum being present, the Board proceeded to conduct business.

III. PLEDGE OF ALLEGIANCE

Commissioner Lievens led the Pledge of Allegiance.

IV. OPENING PRAYER

Deputy Clerk, Lisa Sanders led the Opening Prayer.

V. APPROVAL OF AGENDA

Motion by Commissioner Heinzerling, supported by Commissioner Moore to approve the January 23, 2024 Regular Meeting Agenda as presented.

Voice vote taken. Motion carried.

VI. APPROVAL OF MINUTES (01/09/2024 Organizational Meeting)

Motion by Commissioner Lievens, supported by Commissioner Moore to approve the minutes as presented for the January 9, 2024 Organizational Meeting and waive the reading thereof.

Voice vote taken. Motion carried.

VII. PUBLIC COMMENT—None

VIII. RESOLUTIONS, SPECIAL TRIBUTES & PRESENTATION—None

IX. FINANCE MATTERS

1. Payment of the 01/17/2024 Accounts Payable Current Claims Report in the amount of $1,456,851.70

Motion by Commissioner Hoffman, supported by Commissioner Moore to confirm the 01/17/2024 Accounts Payable Current Claims payment as presented on the agenda for $1,456,851.70.

Roll call by Clerk as follows:

AYE			NAY	EXCUSED	ABSTAIN
David Hoffman	Jay Heinzerling	David Swartout			
Mark Brant	Randy Richardville	Greg Moore, Jr.			
Dawn Asper	David Vensel	J. Henry Lievens			

Motion carried.

X. CONSENT AGENDA

1. Approval of Non-Claims
    a. Check Register dated 01/12/2024 in the amount of $247,315.30
    b. Check Register dated 01/19/2024 in the amount of $555,905.70

Motion by Commissioner Hoffman, supported by Commissioner Asper to confirm the non-claims payments as presented on the agenda for the dates and amounts listed.

Roll call by Clerk as follows:

AYE			NAY	EXCUSED	ABSTAIN
David Hoffman	Jay Heinzerling	David Swartout			
Mark Brant	Randy Richardville	Greg Moore, Jr.			
Dawn Asper	David Vensel	J. Henry Lievens			

Motion carried.

XI. COMMUNICATIONS

Board Action:

1. Letter dated January 23, 2024 from Mr. Mark Brant, Chairman, Board of Commissioners providing the 2024 Board of Commissioners Committee appointments.

Motion by Commissioner Lievens, supported by Commissioner Heinzerling to accept the Chairman's communication and place it on file as a permanent record of the 2024 Committee appointments.

Voice vote taken. Motion carried.

XII. PUBLIC HEARINGS—None

XIII. OLD BUSINESS—None

XIV. NEW BUSINESS—

1. Presentation of Monroe County Link Plan 2.0, an economic development strategic plan. Link to Draft Link Plan 2.0.

Presenters:

Michael Bosanac—County Administrator/Chief Financial Officer
Aaron Domini—OHM Advisors
Tim Lake—Former Chief Executive Officer, Monroe County Business Alliance
Barry Buschmann—Vice-President, Mannik & Smith
Greg Pitoniak—Chief Executive Officer, SE Michigan Community Alliance/Michigan Works!
Fathi Abdelsalam--Entrepreneur in Residence
TC Clements—Chief Executive Officer, Monroe County Business Alliance

Pillar Teams:

Michigan's Cornerstone—Michael Bosanac & Doug Chaffin (Co-captains)
Mission: Market and enhance the image, brand and opportunities in the County
Vision: Residents and visitors experience Monroe County communities as a great place to live and visit
Prepare for Investment—Barry Buschmann (Captain)
Mission: Prepare for investment that aligns with market demands and business needs throughout the County
Vision: Investment-ready communities with a shared vision and plan
Talent Development—Greg Pitoniak & Stephen McNew (Co-captains)
Mission: Create a dynamic sustainable talent development ecosystem
Vision: A prepared workforce that meets the needs of the community
Launch 734—Fathi Abdelsalam (Captain)
Mission: Create an environment for successful new business formation and growth
Vision: A connected ecosystem that facilitates business growth

Link 2.0 Project Overview

- This Plan sets the stage and gives guidance for key economic strategies and developments in the County. A user friendly, digestible guide that communicates opportunity to the private sector.
- Updates carried from Link 1.0
- **Grounded by 5 key inputs:**
    - Insights from Pillar Teams
    - Market Study-Housing, General Development
    - Analysis of Existing Conditions
    - Input from DTE
    - Best Practices
- **Plan By The Numbers**
    - 4 Pillars (Areas of Focus)
    - 25 Actions
    - 4 Priority Actions
    - 13 Priority Development Areas
- **Link Plan 2.0 in Summary**
    - MI Cornerstone—Investment dollars will directly impact quality of life in Monroe County by facilitating an exciting opportunity to leverage our natural resources into a destination for recreation, exercise and relaxation via a non-motorized pathway and in supporting unparalleled information sharing for both residents and guests.
    - Prepare for Investment—Investment dollars will fund the remaining research and development of a plan that will allow existing ARPA dollars to be spent on large-scale

public infrastructure projects where the best most impactful outcomes will be leveraged for the greatest return on investment.
  - Talent—Investment dollars will be spent directly on labor pool development, training, and education with emphasis on career technical education and adult learning in order to match our existing labor force most seamlessly with current market demands and trends.
  - Launch 734—Investment dollars will be spent in support and development of existing small business in the county in order to assist in maximizing opportunity to scale while also focusing on new business development and smaller scale economic development.

- **Implementation and Next Steps**

Total Five-Year Cost:	$1,513,148
MI Grant (Received):	-511,000
Grants Sought in Next 5 Yrs	-100,000
Link 1.0 Carryover Funds	-141,974
Total Five-Year Investment	$760,174

- **Annual Allocation Request:**

Y1	$291,130	Y2	$202,430	Y3	$118,630
Y4	$82,130	Y5	$65,854		

Motion by Commissioner Lievens, supported by Commissioner Moore to approve to authorize instruct the Administrator/CFO to prepare an action item for our next meeting of February 6, 2024, to move forward with the recommended steps to implement the Monroe Link Plan 2.0 as outlined by TC Clements.

Voice vote taken. Motion carried.

XV. PUBLIC COMMENT—None

XVI. ANNOUNCEMENTS—
1. Copies of any Tributes or Certificates issued since the January 9, 2024 meeting: None

XVII. MEMBERS TIME*

Commissioner Moore—Thank you to everyone for coming tonight and for the presentation from the Pillar Team Members. As a Board Member of the Business Alliance there are many things that we do fund and this is probably the one that gives us the highest return on investment. As a lifelong Monroe County resident, I've seen a lot of things come and go but this is by far the most exciting thing I've seen in the last 10 years. Kudos to those who are involved with this. There are so many volunteers who are involved and have put in hours and hours of time to see our community move forward and I appreciate all of you.

Commissioner Swartout—I agree with Commissioner Moore and I thought all the presentations were really eye opening.

Commissioner Asper—I really appreciate all that was explained tonight. I'm just so thankful for this County and people that put their time into everything that's going on here. It's just so exciting to be a Commissioner in this County.

Commissioner Lievens—I echo my fellow Commissioners' comments.

Commissioner Heinzerling—Go Lions!

Commissioner Vensel—I echo the same sentiments as my colleagues. Thanks for the presentation and for all the work that everyone has put into this. I've lived in this County my whole life and I'm really blessed that I live here. I'm very appreciative of the work and time that you have all put in.

Commissioner Hoffman—I echo what everyone else is saying. I do remember that about a decade ago, I was involved, along with Commissioner Lievens when we were handing out pink slips to County employees. This County was running in the negative and now look at us today because of brains and the incoming businesses. With the engineers and all the people that we have here tonight, I think anything is possible in Monroe County.

Michael Bosanac, Administrator/CFO—I want to thank the National Battlefield and the Foundation for hosting this meeting tonight. We could not fit you all into the Board Chambers. I think this room added to the professionalism of the presentation. Staff here helped us do the setup and we appreciate that very much.

Commissioner Richardville—I can't say much more than what has already been said. Great job and great community effort. We have a number of people who came here tonight and I'd like to thank you for being here. I guess the proof will be in the pudding over the next 5 years to see if we can accomplish the things that were put on paper but I think we will be able to do that.
(Asking Mr. Michael Bosanac) We talked about ARPA funding a little tonight and we also have opioid funding that we talked about a year ago that we were going to revisit sometime in the month of February. I've had a couple of people approach me asking about the programs that are in place. Do we have a methodology for people requesting that funding after the first year? Do we have a protocol for some of those people that are interested in that money?
Mr. Bosanac responded—We have received the year end reports from our current service providers. We can get a handle on everything that they have done, where they are at, what are their challenges, what are their opportunities and whether or not they hitting their marks. We are shipping that information off to our partners at Wayne State University who are helping create with our model that is an evaluation model that will be used across the state for program evaluation of funds that are being deployed. We have the Opioid Advisory Task Force evaluating from their perspective, what is working, what is not, what is the unmet need, how do we fill that and who's going to fill that, how are they going to do it, how much money are they going to need, what does that look like as far as an objective. We are trying to pull all those things together so that when we come to the Board late February or early March, we can say this is where we've been and this is where we want to go. This is based on our own experience and that of the Opioid Advisory Task Force. If anyone has any questions, you can direct them to me and I'll direct them back to Jason (Berry) or Sarah Derigo.
Commissioner Richardville commented that the EMA is meeting tomorrow and they will be talking about the contract between the EMA and MCA. Discussion commenced. There's a lot of collaboration and discussion on how to make the contract better since it's been 17 years without an update. Thank you to everybody who put so much effort on this plan (Link 2.0); it's pretty exciting.

Commissioner Brant—Thank you to all who attended and presented tonight. A key component to the success of this Link 2.0 Plan is the cooperation of all the affected local partners' ability to understand how the Plan will benefit you and the County as a whole. Please encourage your Boards to have an open mind and work together with us on this Plan. We look forward to working together to accomplish all that we can together because it's in everybody's best interest for Economic Development. If you ever have any questions or concerns you can contact any of the Board members and if we don't have the answers we can direct you to where the answers are. Thank you everybody for attending this evening. It's nice to see so many people turn out to our Board meeting.

*Due to being in a different location without microphones for the Board of Commissioners, some comments were inaudible and therefore, unable to transcribe.

XVIII. ADJOURNMENT—Chairman Brant adjourned the meeting at 7:30 p.m. with no further business to conduct.

Respectfully submitted by:

Lisa E. Sanders

Lisa E. Sanders
Deputy Clerk/Administrative Assistant
Monroe County Board of Commissioners

OFFICE: 001   RUN: 005382 PAYMENT DATE: 02/07/24   PAY-THROUGH DATE: 01/30/24

Vendor	Name	Amount	Count
000000010044	ADP SCREENING AND SELECTION SE	92.00	1
000000010130	APCO, AFC INC	104.00	1
000000010170	A-1 AUTO CENTER INC.	205.64	3
000000010335	ACCESS & ALARM INC	1550.00	2
000000010502	ACTION WALLPAPERING AND PAINTI	6050.00	2
000000010845	STANFORD ALLEN CHEVROLET CADIL	5565.38	1
000000010849	ALLIE BROS. INC.	1438.57	4
000000012398	ARBOR INSPECTION SERVICES, LLC	815.00	2
000000020004	B & L OFFICE MACHINES	80.00	1
000000020005	BS&A SOFTWARE	1344.00	1
000000020039	BANAS BUILDING CENTER	166.81	1
000000020070	BOB BARKER COMPANY, INC.	5865.06	6
000000020072	BAKER'S GAS & WELDING SUPPLIES	415.38	11
000000020180	BATTERY WHOLESALE	346.73	2
000000020405	BEDFORD TOWNSHIP SEWER O & M	188.52	2
000000020554	BELLE TIRE DISTRIBUTORS, INC.	1298.49	13
000000020949	BLUE CROSS BLUE SHIELD OF MICH	4978.58	1
000000021010	BOILERS, CONTROLS & EQUIPMENT	4109.91	2
000000021070	BOYD WATTERSON ASSET MANAGEMEN	12821.00	1
000000021400	BUCK & KNOBBY	40.35	1
000000030005	AUTO VALUE OF MONROE	423.19	3
000000030009	CDW GOVERNMENT INC.	10423.12	4
000000030080	CALIBRE PRESS, INC.	279.00	1
000000030542	CELLEBRITE, INC.	4530.00	2
000000030905	CIVIL & ENVIRONMENTAL CONSULTA	2026.75	1
000000030940	WALTER CURTIS CO LLC	46.00	1
000000030985	COHN'S COMMERCIAL FLOOR COVERI	13302.50	2
000000031179	COMPASSIONATE COMPANIONS, INC.	22572.92	1
000000031830	COUNTY AGENCY ADMINISTRATIVE	25495.65	27
000000031853	CRASH DATA GROUP INC	4150.00	1
000000031899	CRIMINAL DEFENSE ATTORNEYS OF	2250.00	1
000000032150	CXTEC INC	1670.92	1
000000040245	DELL MARKETING L.P.	1932.03	2
000000040572	DEWOLF & ASSOCIATES	820.00	2
000000041752	D.J. CONLEY ASSOCIATES, INC.	1115.25	1
000000042350	DUROCHERS	78.67	2
000000042380	DYKEMA GOSSETT PLLC	7600.00	1
000000050005	ESRI INC	35204.45	1
000000050006	EASTERN ENGINEERING SUPPLY	474.58	1
000000050031	ECOLAB	671.35	1
000000050429	GENERATORS PLUS COMPANY	100.00	1
000000050490	EMPCO, INC.	4796.08	1
000000060010	FAMILY FARM AND HOME	100.97	1
000000060210	FIFTH THIRD BANK	399.48	1
000000060790	FRAME'S PEST CONTROL, INC.	96.98	1
000000061065	FRIENDLY FORD INC	261.71	1
000000070009	GALL'S INC.	2481.98	8
000000070044	GARCIA CLINICAL LABORATORY, IN	48.00	2
000000070047	GATOR KENNELS, LLC	4884.00	1

Vendor	Name	Amount	Count
000000070200	GENERAL LINEN/UNIFORM SERVICE	15.00	1
000000070351	GORDON FOOD SERVICE INC	222.63	1
000000070501	GRAINGER	1035.81	11
000000070595	GRAND BLANC PRINTING, INC.	744.81	1
000000080148	HERITAGE ANIMAL HOSPITAL, DUND	140.00	1
000000080350	HERKIMER RADIO SERVICE	61517.09	5
000000080904	HOUSE ARREST SERVICES, INC.	571.30	2
000000080906	HOUSE OF SCUBA, INC.	428.50	1
000000080922	HR STAFFING TEAM, LLC	5138.46	2
000000080923	HUMANE SOCIETY OF MONROE COUNT	23128.16	1
000000080980	THE HUNTINGTON NATIONAL BANK	260.15	1
000000090250	ID NETWORKS INC.	3713.00	1
000000090326	IMAGE SOFT, INC.	3746.25	1
000000100013	J L MECHANICAL SERVICES INC	3681.66	1
000000100611	JUSTICE WORKS LLC	50.00	1
000000120250	LAMOUR PRINTING LLC	7760.67	9
000000120445	LAROY DOOR & CONTRACTING	600.00	1
000000120555	LEADSONLINE LLC	5866.00	1
000000120659	LENAWEE HUMANE SOCIETY	1116.18	1
000000120986	LOWE'S COMPANIES INC	510.63	7
000000121003	LOWERY CORP	223.59	1
000000130003	MADCP	200.00	4
000000130130	ALLIED EAGLE	3969.88	8
000000130185	MANNIK & SMITH GROUP INC	17786.76	2
000000130450	McKESSON GENERAL MEDICAL CORP	8347.47	4
000000130899	MERCY MEMORIAL HOSPITAL CORPOR	800.00	1
000000130902	PROMEDICA 360HEALTH	1160.00	2
000000130907	MERIT NETWORK, INC.	20940.00	1
000000130980	METROPOLITAN FORMS & SYSTEMS,	927.95	1
000000131041	MICHIGAN ASSISTED LIVING ASSOC	325.00	1
000000131046	MI COUNTY SOCIAL SERVICES CONS	4810.00	2
000000131062	MICH.ASSN.OF COUNTY TREASURERS	775.00	2
000000131064	MICH.ASSN.OF REGISTER OF DEEDS	565.00	1
000000131290	MI ENVIRONMENTAL HEALTH ASSOC.	250.00	5
000000131358	MICHIGAN JUDGES ASSOCIATION	1050.00	3
000000131365	MICHIGAN LAUNDRY MACHINERY SER	535.14	1
000000131370	MICHIGAN MUSEUMS ASSOCIATION	250.00	1
000000131376	MICHIGAN SHERIFFS' ASSOCIATION	522.00	1
000000131701	MID-AMERICAN GUNITE, INC	21100.00	1
000000132050	MILLCRAFT PAPER COMPANY	94.98	1
000000132167	MONROE AGING CONSORTIUM	35.00	1
000000132169	MONROE AUTO PARTS, INC	331.34	5
000000132235	MONROE COMMUNITY AMBULANCE	405.00	1
000000132402	MONROE CO. CONVENTION & TOURIS	3461.54	1
000000132600	MONROE CO. OPPORTUNITY PROGRAM	25.00	1
000000132616	MCOP-SERVICES FOR THE HOMELESS	25.00	1
000000132619	MONROE COUNTY SALVATION ARMY	22923.35	1
000000133890	MOTOROLA SOLUTIONS, INC.	1906.80	1
000000140154	NATIONAL BUSINESS FURNITURE	1541.18	1

OFFICE: 001 RUN: 005382 PAYMENT DATE: 02/07/24 PAY-THROUGH DATE: 01/30/24

Vendor	Name	Amount	Count
000000140255	CRISIS PREVENTION INSTITUTE, I	2748.70	2
000000140390	NOEL LAWN SERVICE	22900.00	15
000000140405	NORDMANN ROOFING CO., INC.	1292.15	1
000000140409	NORON INC.	166.00	1
000000140507	NORTH SKYE LLC	3155.50	2
000000150243	ONCELL SYSTEMS, INC	219.00	1
000000160001	PAAM	750.00	2
000000160012	PSYBUS P.C.	1250.00	2
000000160075	PADNOS	3661.90	1
000000160251	PEERLESS SUPPLY CO.	296.23	2
000000161124	PQR, INC	8417.38	1
000000161330	PRI MANAGEMENT GROUP	449.00	1
000000162050	PUBLIC AGENCY TRAINING COUNCIL	700.00	2
000000180000	R & S PHARMACEUTICALS	181.79	2
000000180706	RELIABLE CUSTOMER SERVICE LLC	210.00	1
000000180840	RIVER RAISIN WATERSHED COUNCIL	500.00	1
000000181030	ROTO ROOTER SEWER CLEANING	430.00	2
000000181150	RUPP FUNERAL HOME	1371.00	1
000000181850	SACKS FURNITURE CO	3575.00	1
000000190001	SEMCOG	29909.50	1
000000190059	SAFARILAND, LLC	2622.00	1
000000190240	SALENBIEN WELDING SERVICE	108.00	1
000000190405	ST. PIERRE ACE HARDWARE	465.01	12
000000190900	SCHINDLER ELEVATOR CORP.	3467.47	1
000000191008	SCHOOL PURCHASING AND RESOURCE	500.00	2
000000191336	SENTINEL TECHNOLOGIES INC	3994.00	3
000000191500	SHERWIN WILLIAMS	421.57	1
000000191550	SHRADER TIRE AND OIL	2121.32	2
000000191600	SIEB PLUMBING & HEATING	168.00	1
000000192304	SOUTHEASTERN DISPUTE RESOLUTIO	3450.00	2
000000192327	SPACEWORX	7034.00	1
000000192421	STAPLES BUSINESS ADVANTAGE	4055.79	16
000000192612	STATE OF MICHIGAN	343.84	2
000000192848	STERICYCLE	105.11	1
000000192892	STEVENS DISPOSAL	260.00	2
000000192966	STROHMAN ENTERPRISE INC	37611.00	1
000000192996	SUMMIT FIRE PROTECTION CO.	16638.00	2
000000193070	SUPPLYDEN INC.	2248.41	3
000000200024	TACTICAL ENERGETIC ENTRY SYSTE	1575.00	1
000000200042	TARGET INFORMATION MANAGEMENT,	127.41	1
000000200409	TERRY CREQUE EXCAVATING LLC	11035.00	1
000000200475	TIGER QUILL IMAGES, LLC	2400.00	1
000000201850	TYLER TECHNOLOGIES, INC.	542.50	1
000000210006	ULINE	567.52	2
000000210090	UNDERGROUND CONTRACTORS, INC.	41760.00	1
000000210260	U.S. FOODSERVICE INC	3241.50	2
000000220205	VICTORY LANE	77.88	1
000000230036	SCOTT A. WARNKE	6440.00	2
000000230110	WASHTENAW COMMUNITY COLLEGE	500.00	1

Vendor	Name	Amount	Count
000000230401	THOMSON REUTERS	300.79	1
000000230651	WILLIAMS BROTHERS DUNDEE DODGE	305.07	2
000000230750	WINDER POLICE EQUIPMENT INC.	1136.25	1
000000230868	WORLDWIDE INTERPRETERS INC	895.00	4
000000230887	WYANDOTTE ALARM	450.78	1
000000230901	PFIZER INC.	1707.75	1
000000250015	YINGER PHARMACY SHOPPE	105.85	1
000000400170	CITY OF MONROE	1450.00	1
000000400349	VILLAGE OF BLISSFIELD	25.00	1
000000501333	MONROE COMM.MENTAL HEALTH AUTH	42369.84	2
000000509855	ERICA HUERTA	96.36	2
000000510855	TITLE CHECK, LLC	3259.28	1
000000511000	MONROE COUNTY LAND BANK	10000.00	1
000000601300	STATE OF MI-DEPT OF TECH,MGMT,	2000.00	1
000000700690	NICOLE L. LINDSAY	1005.80	1
000000708070	STEPHANIE MARIE ROSINSKI	178.60	1
000000720149	TRACY J BLACKWELL	87.20	1
000000720328	DEAF COMMUNITY ADVOCACY NETWOR	164.54	1
000000720367	CRIMINAL JUSTICE COORDINATING	3150.00	1
000000720374	FLORAL CITY GLASS COMPANY	445.88	1
000000720382	ELM AVENUE COWORKING	5048.61	2
000000720389	SAMI FARHAT	4350.00	2
000000721041	JUSTICE FENCE ACQUISITION LLC	1329.00	1
000000721118	JOHN D KOHLER\ARCHITECT PC	3673.00	2
000000721361	ZUBIN J MISTRY & ASSOCIATES	3000.00	4
000000721418	BRIAN NAREWSKI	365.00	1
000000721644	QC PRINTING	657.50	1
000000721952	SPECKIN FORENSICS, LLC	4875.00	2
000000750021	JAMES BARTLETT	7740.00	3
000000750028	RONALD J BENORE, JR	12630.00	11
000000750037	DAVID MICHAEL BOGARD	6820.00	4
000000750050	WILLIAM F. BRANCH	143.00	1
000000750212	JEFFREY A. DULANY	600.00	1
000000750252	MICHAEL A FARAONE PC	2035.53	2
000000750325	JOHN GONTA	580.00	1
000000750388	DAVID BRYAN HERSKOVIC	268.03	1
000000750446	KERSHAW, VITITOE & JEDINAK, PL	312.40	1
000000750492	ANN M. LABRECK	4200.47	4
000000750512	LAW OFFICES OF JORDAN S LEFF,	751.10	1
000000750577	MICHAEL J. MCCARTHY	422.20	3
000000750726	TRACIE ROBIN SCOTT	265.71	2
000000750814	JOHN W UJLAKY	1703.42	2
000000750819	H. MATTHEW VITITOE	600.00	1
000000750839	TAMEKA L. TUCKER	631.48	2
000000750868	LAUREL KELLY YOUNG	1659.79	1
000000820676	JERE BELTRAME	249.37	1
000000821091	LINDSAY PATRICK	77.28	1
000000823726	ERIN GURGANUS	24.00	1
000000824248	ALANA HORKEY	149.11	1

OFFICE: 001 RUN: 005382 PAYMENT DATE: 02/07/24 PAY-THROUGH DATE: 01/30/24

Vendor	Name	Amount	Count
000000824441	TATYANA IVANOVA	20.13	1
000000825181	JULIE M. LANGTON	52.40	1
000000825520	JOHN LUCHANSKY	440.00	1
000000826125	JENNA MORSE	207.77	1
000000826270	ERIN NEDDO	100.22	1
000000826706	HEATHER PIEGZA	42.42	1
000000826864	COURTNEY PRATT	107.10	1
000000826883	JEFFREY PRZEWOZNIAK	52.07	1
000000827075	KATELYNN LAPRAD	67.75	1
000000828441	LAUREL WEBB	165.00	1
000000828575	AMANDA WILCOUSKY	224.88	1
000000902121	BUCK & KNOBBY EQUIP CO INC	13182.18	2
000000903181	MENARDS	106.18	1
000000903213	STONECO, INC.	723.52	2
000000903239	MONROE COUNTY ENTERPRISE FUND	1670.00	2
000000903811	NAPA AUTO PARTS	351.10	2
000000903817	SALENBIEN TRUCKING & EXCAVATIN	71597.96	1
000000903819	SCHUMAKER BROTHERS	45000.00	2
SHERIFFADMIN		180.00	1
	**** TOTALS:	935893.43	457

NON-CLAIM RUN 01/26/24

PARAMETERS FOR PAYMENT RUN NUMBER 005380

Company code	01
Office code	001
Discount type	A
Run schedule	A
Priorities	000 TO 000
Select type	
Type codes	
Bank code	
Checks?	Y
Transfers?	Y
BACS?	Y
Drafts?	Y
Manuals?	Y
Others?	Y
Vendor	

NON-CLAIM RUN 01/26/24

Company 01 County of Monroe

Office 001 Main Bank BNK001 National City Bank Run 005380 Payment Date 01/26/24 Pay-thru Date 01/24/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
AT & T	000000010000	01102024	5246118	01/24/24	2445.14	0.00	2445.14	
		01102024.	5246119	01/24/24	1253.97	0.00	1253.97	
		01102024..	5246120	01/24/24	4257.06	0.00	4257.06	
		01102024...	5246121	01/24/24	5044.04	0.00	5044.04	
					13000.21	0.00	13000.21	000000575858
AT & T	000000012805	01072024	5246117	01/24/24	322.80	0.00	322.80	
					322.80	0.00	322.80	000000575859
REPUBLIC SERVICE OF	000000020010	003670573	5246101	01/22/24	10468.90	0.00	10468.90	
					10468.90	0.00	10468.90	000000575860
BERNTSEN INTERNATION	000000020752	305801	5246178	01/24/24	679.48	0.00	679.48	
					679.48	0.00	679.48	000000575861
BROMBERG & ASSOCIATE	000000021257	22074	5246177	01/24/24	210.00	0.00	210.00	
					210.00	0.00	210.00	000000575862
BRIGHTSPEED	000000030539	01162024	5246123	01/24/24	82.09	0.00	82.09	
					82.09	0.00	82.09	000000575863
CHARTER COMMUNICATIO	000000030566	00020070113	5246128	01/24/24	140.46	0.00	140.46	
					140.46	0.00	140.46	000000575864
COMCAST CABLEVISION	000000031085	02/01/2024	5246137	01/24/24	371.37	0.00	371.37	
					371.37	0.00	371.37	000000575865
CONSUMERS ENERGY	000000031502	20590274473	5246104	01/22/24	29.24	0.00	29.24	
		01152024	5246139	01/24/24	30.53	0.00	30.53	
					59.77	0.00	59.77	000000575866
CONTINENTAL SERVICES	000000031545	RC11775	5246138	01/24/24	13567.21	0.00	13567.21	
					13567.21	0.00	13567.21	000000575867
DELTA DENTAL PLAN OF	000000040250	1461958	5246122	01/24/24	10331.85	0.00	10331.85	
					10331.85	0.00	10331.85	000000575868
DTE ENERGY	000000040603	91000544272	5246193	01/24/24	138.90	0.00	138.90	
					138.90	0.00	138.90	000000575869
FRENCHTOWN SENIOR CI	000000061050	40122023453	5246125	01/24/24	8990.98	0.00	8990.98	
					8990.98	0.00	8990.98	000000575870
GOODWILL INDUSTRIES	000000070345	12256	5246106	01/23/24	27.43	0.00	27.43	
					27.43	0.00	27.43	000000575871
JETS PIZZA	000000100240	1012	5246141	01/24/24	59.45	0.00	59.45	

NON-CLAIM RUN 01/26/24

Office 001 Main Bank BNK001 National City Bank Run 005380 Payment Date 01/26/24 Pay-thru Date 01/24/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
					59.45	0.00	59.45	000000575872
LAKE ERIE TRANSIT CO	000000120125	649	5246107	01/23/24	300.00	0.00	300.00	
					300.00	0.00	300.00	000000575873
MG DRIVING ACADEMY	000000131004	01162024	5246108	01/23/24	80.00	0.00	80.00	
					80.00	0.00	80.00	000000575874
MICHIGAN GAS UTILITI	000000131350	01102024	5246140	01/24/24	1024.99	0.00	1024.99	
		4884900175	5246149	01/24/24	2516.71	0.00	2516.71	
		4884900175	5246194	01/24/24	1828.17	0.00	1828.17	
					5369.87	0.00	5369.87	000000575875
SYSCO DETROIT LLC	000000131804	558812501	5246115	01/24/24	226.47	0.00	226.47	
		558812500	5246116	01/24/24	1095.12	0.00	1095.12	
		558799649	5246130	01/24/24	1300.44	0.00	1300.44	
		558812502	5246131	01/24/24	967.86	0.00	967.86	
		558822580	5246174	01/24/24	25.38	0.00	25.38	
					3615.27	0.00	3615.27	000000575876
MONROE CO. OPPORTUNI	000000132600	40122081550	5246126	01/24/24	11692.00	0.00	11692.00	
					11692.00	0.00	11692.00	000000575877
MONROE SENIOR CITIZE	000000133450	40124111004	5246124	01/24/24	5911.78	0.00	5911.78	
					5911.78	0.00	5911.78	000000575878
PRAIRIE FARMS DAIRY,	000000161170	9005433	5246132	01/24/24	149.89	0.00	149.89	
		9005432	5246133	01/24/24	89.84	0.00	89.84	
		9012619	5246173	01/24/24	111.55	0.00	111.55	
					351.28	0.00	351.28	000000575879
RICOH USA, INC.	000000180818	107959668	5246112	01/23/24	146.49	0.00	146.49	
					146.49	0.00	146.49	000000575880
SOUTH COUNTY WATER S	000000192299	2724400918	5246142	01/24/24	25.90	0.00	25.90	
					25.90	0.00	25.90	000000575881
UNITED PARCEL SERVIC	000000210200	X1014	5246110	01/23/24	11.46	0.00	11.46	
		X1024	5246111	01/23/24	11.42	0.00	11.42	
		X8119024	5246127	01/24/24	29.19	0.00	29.19	
		EY9780024	5246136	01/24/24	11.94	0.00	11.94	
					64.01	0.00	64.01	000000575882
U.S. FOODSERVICE INC	000000210260	1479142	5246134	01/24/24	822.95	0.00	822.95	
					822.95	0.00	822.95	000000575883
RONALD ADAMS	000000300104	20-245835FH	5246144	01/24/24	200.00	0.00	200.00	

NON-CLAIM RUN 01/26/24

Office 001 Main Bank BNK001 National City Bank Run 005380 Payment Date 01/26/24 Pay-thru Date 01/24/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
					200.00	0.00	200.00	000000575884
RONALD ALLEN	000000300127	22-246844FH	5246146	01/24/24	1000.00	0.00	1000.00	
					1000.00	0.00	1000.00	000000575885
KEITH BALDWIN	000000300207	20-245767FH	5246147	01/24/24	350.00	0.00	350.00	
					350.00	0.00	350.00	000000575886
SAVANNAH CAREY	000000300522	20-246038FH	5246148	01/24/24	100.00	0.00	100.00	
					100.00	0.00	100.00	000000575887
NATHAN FITZ	000000300643	21-246326FH	5246150	01/24/24	2048.09	0.00	2048.09	
					2048.09	0.00	2048.09	000000575888
KEVIN FORD	000000300644	21-246294FH	5246151	01/24/24	200.00	0.00	200.00	
					200.00	0.00	200.00	000000575889
FCCI INSURANCE CO	000000300646	22-247061FH	5246152	01/24/24	300.00	0.00	300.00	
					300.00	0.00	300.00	000000575890
JOHN GERWECK	000000300713	13-40525-FH	5246153	01/24/24	225.00	0.00	225.00	
					225.00	0.00	225.00	000000575891
MCKAYLEE JACOBS	000000300957	22-246885FH	5246154	01/24/24	212.00	0.00	212.00	
					212.00	0.00	212.00	000000575892
KAITLYN JOHNSON	000000300987	21-246606FH	5246155	01/24/24	675.00	0.00	675.00	
					675.00	0.00	675.00	000000575893
MICHELLE JONDRO	000000300994	19-245001FH	5246156	01/24/24	50.00	0.00	50.00	
					50.00	0.00	50.00	000000575894
RALPH LASHAWAY	000000301112	17-243876FH	5246157	01/24/24	100.00	0.00	100.00	
					100.00	0.00	100.00	000000575895
MONROE CO SHERIFF	000000301290	23-247270FH	5246158	01/24/24	50.00	0.00	50.00	
		23-247458FH	5246159	01/24/24	1117.00	0.00	1117.00	
					1167.00	0.00	1167.00	000000575896
MARCIA O'CONNOR	000000301508	17-243979FH	5246160	01/24/24	350.00	0.00	350.00	
					350.00	0.00	350.00	000000575897
NICHOLE PETTIGREW	000000301644	17-243819FH	5246161	01/24/24	145.24	0.00	145.24	
					145.24	0.00	145.24	000000575898
DAVID SMITH-PIERCE	000000301949	19-245482FH	5246162	01/24/24	35.00	0.00	35.00	
					35.00	0.00	35.00	000000575899
RONALD STRIMPEL	000000301950	22-247042FH	5246164	01/24/24	1000.00	0.00	1000.00	

NON-CLAIM RUN 01/26/24

Office 001 Main Bank BNK001 National City Bank Run 005380 Payment Date 01/26/24 Pay-thru Date 01/24/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
					1000.00	0.00	1000.00	000000575900
JOHN & AMANDA WESLOW	000000302381	23-247296FH	5246165	01/24/24	195.00	0.00	195.00	
					195.00	0.00	195.00	000000575901
MONROE COUNTY	000000500003	02012024	5246129	01/24/24	344.21	0.00	344.21	
					344.21	0.00	344.21	000000575902
KELSIE ANDERSON	000000730054	6088RST	5246114	01/24/24	260.00	0.00	260.00	
					260.00	0.00	260.00	000000575903
LESLIE CARR	000000750089	JN122301	5246179	01/24/24	116.00	0.00	116.00	
		JN122302	5246180	01/24/24	203.00	0.00	203.00	
		JN122303	5246181	01/24/24	116.00	0.00	116.00	
		JN122304	5246182	01/24/24	319.00	0.00	319.00	
		JN122305	5246183	01/24/24	217.50	0.00	217.50	
		JN122306	5246184	01/24/24	203.00	0.00	203.00	
		PR122301	5246185	01/24/24	12.00	0.00	12.00	
		PR122302	5246186	01/24/24	192.00	0.00	192.00	
		PR122303	5246187	01/24/24	48.00	0.00	48.00	
		PR122304	5246188	01/24/24	24.00	0.00	24.00	
		PR122305	5246189	01/24/24	24.00	0.00	24.00	
		PR122306	5246190	01/24/24	24.00	0.00	24.00	
		PR122307	5246191	01/24/24	888.00	0.00	888.00	
		JN122307	5246192	01/24/24	87.00	0.00	87.00	
					2473.50	0.00	2473.50	000000575904
HUNTER CHIRILLO	000000821772	418-41923	5246135	01/24/24	34.00	0.00	34.00	
					34.00	0.00	34.00	000000575905
WOODVILLE RENTAL CO	CLERK/REGIST	19-245274FH	5246167	01/24/24	480.00	0.00	480.00	
					480.00	0.00	480.00	000000575906
ANDREW BUTLER	CLERK/REGIST	19-245460FH	5246168	01/24/24	310.00	0.00	310.00	
					310.00	0.00	310.00	000000575907
SKYLAR LANEY	CLERK/REGIST	21-246196FH	5246170	01/24/24	20.00	0.00	20.00	
					20.00	0.00	20.00	000000575908
ALAYNA WING	CLERK/REGIST	22-246679FH	5246171	01/24/24	10.00	0.00	10.00	
					10.00	0.00	10.00	000000575909
THOMAS J. BILAN	CLERK/REGIST	22-246736FH	5246166	01/24/24	50.00	0.00	50.00	
					50.00	0.00	50.00	000000575910
JASON HENSLEY	CLERK/REGIST	23-247458FH	5246172	01/24/24	30.00	0.00	30.00	
					30.00	0.00	30.00	000000575911
MED LOAN TRUST	TREASURER	JAN 2024	5246099	01/18/24	42106.30	0.00	42106.30	

NON-CLAIM RUN 01/26/24

Company 01 County of Monroe

Office 001 Main Bank BNK001 National City Bank Run 005380 Payment Date 01/26/24 Pay-thru Date 01/24/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
					42106.30	0.00	42106.30	000000575912
BRENT HYDEN	TREASURER	PRE 21 & 22	5246100	01/18/24	980.45	0.00	980.45	
					980.45	0.00	980.45	000000575913
ASHTON KOVACS	TREASURER	PRE 2022	5246109	01/23/24	1199.33	0.00	1199.33	
					1199.33	0.00	1199.33	000000575914
AURY T MORILLO	TREASURER	PRE 21 & 22	5246169	01/24/24	11232.33	0.00	11232.33	
					11232.33	0.00	11232.33	000000575915
BANK BNK001 - TOTAL					154712.90	0.00	154712.90	*
OFFICE 001 - TOTAL					154712.90	0.00	154712.90	**

NON CLAIM RUN 02/02/24

PARAMETERS FOR PAYMENT RUN NUMBER 005384

Company code	01
Office code	001
Discount type	A
Run schedule	A
Priorities	000 TO 000
Select type	
Type codes	
Bank code	
Checks?	Y
Transfers?	Y
BACS?	Y
Drafts?	Y
Manuals?	Y
Others?	Y
Vendor	

NON CLAIM RUN 02/02/24

Company 01 County of Monroe

Office 001 Main Bank BNK001 National City Bank Run 005384 Payment Date 02/02/24 Pay-thru Date 01/31/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
AT&T MOBILITY	000000010026	X01192024	5246218	01/30/24	171.94	0.00	171.94	
		28727544097	5246225	01/31/24	222.62	0.00	222.62	
		X01192024	5246228	01/31/24	191.80	0.00	191.80	
		01192024	5246231	01/31/24	37.95	0.00	37.95	
		28731399388	5246236	01/31/24	114.69	0.00	114.69	
					739.00	0.00	739.00	000000575916
BOYD WATTERSON ASSET	000000021070	60588	5246335	01/31/24	12821.00	0.00	12821.00	
					12821.00	0.00	12821.00	000000575917
CHARTER COMMUNICATIO	000000030566	54372010121	5246221	01/31/24	197.95	0.00	197.95	
					197.95	0.00	197.95	000000575918
COMCAST	000000031086	192411747	5246235	01/31/24	1541.00	0.00	1541.00	
					1541.00	0.00	1541.00	000000575919
CONSUMERS ENERGY	000000031502	01252024	5246270	01/31/24	494.09	0.00	494.09	
					494.09	0.00	494.09	000000575920
CONTINENTAL SERVICES	000000031545	RC11791	5246220	01/31/24	13521.46	0.00	13521.46	
					13521.46	0.00	13521.46	000000575921
DELTA DENTAL PLAN OF	000000040250	1463969	5246234	01/31/24	11314.45	0.00	11314.45	
					11314.45	0.00	11314.45	000000575922
DTE ENERGY	000000040603	01192024	5246237	01/31/24	264.23	0.00	264.23	
		01242024	5246271	01/31/24	285.23	0.00	285.23	
		01.25.2024	5246272	01/31/24	34.81	0.00	34.81	
		01/25/2024	5246274	01/31/24	23.35	0.00	23.35	
		01.252024	5246275	01/31/24	32.30	0.00	32.30	
		012524	5246276	01/31/24	26.23	0.00	26.23	
		01232024	5246277	01/31/24	18.42	0.00	18.42	
		01.23.2024	5246278	01/31/24	39.88	0.00	39.88	
					724.45	0.00	724.45	000000575923
INMATE CALLING SOLUT	000000090396	005592	5246196	01/26/24	8251.83	0.00	8251.83	
					8251.83	0.00	8251.83	000000575924
KISS FINANCIAL, LLC	000000110490	EASEMENT	5246219	01/31/24	32150.00	0.00	32150.00	
					32150.00	0.00	32150.00	000000575925
LAKE ERIE TRANSIT CO	000000120125	40125034009	5246199	01/30/24	15236.38	0.00	15236.38	
					15236.38	0.00	15236.38	000000575926
MICHIGAN GAS UTILITI	000000131350	4885156935	5246213	01/30/24	45.03	0.00	45.03	
		4892407994	5246226	01/31/24	168.45	0.00	168.45	
		4892983470	5246227	01/31/24	73.23	0.00	73.23	

NON CLAIM RUN 02/02/24

Office 001 Main Bank BNK001 National City Bank Run 005384 Payment Date 02/02/24 Pay-thru Date 01/31/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
MICHIGAN GAS UTILITI	000000131350	4893940447	5246229	01/31/24	86.20	0.00	86.20	
		4893349956	5246230	01/31/24	139.04	0.00	139.04	
		4893312260	5246232	01/31/24	84.68	0.00	84.68	
		4892257986	5246233	01/31/24	202.95	0.00	202.95	
		01222024	5246238	01/31/24	711.71	0.00	711.71	
		0122.2024	5246239	01/31/24	746.20	0.00	746.20	
		01.22.2024	5246240	01/31/24	437.32	0.00	437.32	
		01/02/2024	5246241	01/31/24	15.44	0.00	15.44	
		01232024	5246279	01/31/24	177.76	0.00	177.76	
		01242024	5246280	01/31/24	226.39	0.00	226.39	
		01/24/2024	5246284	01/31/24	1967.05	0.00	1967.05	
		01.242024	5246287	01/31/24	624.57	0.00	624.57	
					5706.02	0.00	5706.02	000000575927
SYSCO DETROIT LLC	000000131804	558825195	5246242	01/31/24	1176.16	0.00	1176.16	
		558825196	5246244	01/31/24	234.49	0.00	234.49	
		558826695	5246245	01/31/24	-17.80	0.00	-17.80	
		558825197	5246246	01/31/24	944.57	0.00	944.57	
					2337.42	0.00	2337.42	000000575928
MILAN SENIORS FOR HE	000000131835	40126013620	5246201	01/30/24	546.00	0.00	546.00	
		40126013417	5246203	01/30/24	2864.14	0.00	2864.14	
					3410.14	0.00	3410.14	000000575929
MONROE COUNTY DENTAL	000000132420	020224 565	5246252	01/31/24	666.22	0.00	666.22	
		020224 554	5246253	01/31/24	40.55	0.00	40.55	
					706.77	0.00	706.77	000000575930
MONROE FAMILY YMCA	000000132435	020224 YMC	5246281	01/31/24	904.08	0.00	904.08	
					904.08	0.00	904.08	000000575931
MONROE CO.HEALTH INS	000000132450	020224 565M	5246254	01/31/24	13993.69	0.00	13993.69	
		020224 554M	5246255	01/31/24	761.88	0.00	761.88	
		020224 554V	5246256	01/31/24	7.49	0.00	7.49	
		020224 565V	5246257	01/31/24	134.48	0.00	134.48	
					14897.54	0.00	14897.54	000000575932
MONROE CO. OPPORTUNI	000000132600	40129111355	5246204	01/30/24	2644.68	0.00	2644.68	
		40129031100	5246206	01/30/24	12793.50	0.00	12793.50	
		40129020758	5246208	01/30/24	26089.55	0.00	26089.55	
		40129013257	5246209	01/30/24	1672.02	0.00	1672.02	
		40129014257	5246210	01/30/24	1062.97	0.00	1062.97	
		40129114256	5246211	01/30/24	96.00	0.00	96.00	
					44358.72	0.00	44358.72	000000575933
MONROE PLUMBING & HE	000000133265	25886	5246222	01/31/24	1100.00	0.00	1100.00	
		25885	5246223	01/31/24	1376.99	0.00	1376.99	

NON CLAIM RUN 02/02/24

Office 001 Main Bank BNK001 National City Bank Run 005384 Payment Date 02/02/24 Pay-thru Date 01/31/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
MONROE PLUMBING & HE	000000133265	25884	5246224	01/31/24	475.00	0.00	475.00	
					2951.99	0.00	2951.99	000000575934
CITY OF MONROE	000000133650	0126247204	5246290	01/31/24	1046.23	0.00	1046.23	
		0126244694	5246293	01/31/24	12092.34	0.00	12092.34	
		0126243130	5246300	01/31/24	18.02	0.00	18.02	
		0126244722	5246306	01/31/24	41.00	0.00	41.00	
		0126244697	5246309	01/31/24	141.37	0.00	141.37	
		0126248881	5246311	01/31/24	336.95	0.00	336.95	
		0126244255	5246314	01/31/24	1327.72	0.00	1327.72	
		0126244221	5246319	01/31/24	36.87	0.00	36.87	
		0126246840	5246323	01/31/24	46.24	0.00	46.24	
		01262417485	5246331	01/31/24	235.17	0.00	235.17	
		0126245523	5246332	01/31/24	249.93	0.00	249.93	
		01262424826	5246333	01/31/24	16.33	0.00	16.33	
					15588.17	0.00	15588.17	000000575935
PRAIRIE FARMS DAIRY,	000000161170	9012618	5246247	01/31/24	42.74	0.00	42.74	
		9020168	5246248	01/31/24	71.02	0.00	71.02	
					113.76	0.00	113.76	000000575936
THE HARTFORD	000000200415	82427600307	5246250	01/31/24	33730.68	0.00	33730.68	
					33730.68	0.00	33730.68	000000575937
UNITED PARCEL SERVIC	000000210200	X1034	5246197	01/30/24	11.42	0.00	11.42	
					11.42	0.00	11.42	000000575938
VERIZON WIRELESS	000000220156	9954950569	5246215	01/30/24	347.92	0.00	347.92	
					347.92	0.00	347.92	000000575939
MONROE COUNTY	000000500002	020224 DPR	5246282	01/31/24	598.33	0.00	598.33	
		020224 MPR	5246283	01/31/24	36010.54	0.00	36010.54	
		020224 VPR	5246285	01/31/24	137.76	0.00	137.76	
					36746.63	0.00	36746.63	000000575940
MONROE COUNTY	000000500003	020224 565	5246258	01/31/24	96.70	0.00	96.70	
		020224 554	5246259	01/31/24	3.65	0.00	3.65	
					100.35	0.00	100.35	000000575941
MONROE COUNTY GENERA	000000501100	020224 554	5246260	01/31/24	37.73	0.00	37.73	
					37.73	0.00	37.73	000000575942
JOSHUA DOROW	000000509820	2 - 4	5246216	01/30/24	296.91	0.00	296.91	
					296.91	0.00	296.91	000000575943
MONROE COUNTY	000000510725	020224 554	5246261	01/31/24	759.07	0.00	759.07	
					759.07	0.00	759.07	000000575944
MONROE CO. EMP. RETI	000000550200	020224 PST	5246286	01/31/24	276.39	0.00	276.39	

NON CLAIM RUN 02/02/24

Office 001 Main Bank BNK001 National City Bank Run 005384 Payment Date 02/02/24 Pay-thru Date 01/31/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
MONROE CO. EMP. RETI	000000550200	020224 RET	5246288	01/31/24	20340.65	0.00	20340.65	
		020224 RTC	5246289	01/31/24	2439.09	0.00	2439.09	
		020224 RTD	5246291	01/31/24	1567.52	0.00	1567.52	
		020224 RTS	5246292	01/31/24	14617.68	0.00	14617.68	
					39241.33	0.00	39241.33	000000575945
UNITED WAY OF MONROE	000000550215	020224 UW	5246294	01/31/24	49.00	0.00	49.00	
					49.00	0.00	49.00	000000575946
POLICE OFFICERS ASSN	000000550231	020224 U01	5246295	01/31/24	3978.84	0.00	3978.84	
		020224 U07	5246296	01/31/24	280.00	0.00	280.00	
		020224 U08	5246297	01/31/24	613.26	0.00	613.26	
		020224 U09	5246298	01/31/24	672.48	0.00	672.48	
		020224 U10	5246299	01/31/24	2631.98	0.00	2631.98	
		020224 U12	5246301	01/31/24	517.00	0.00	517.00	
		020224 U14	5246302	01/31/24	700.16	0.00	700.16	
		020224 U16	5246303	01/31/24	349.50	0.00	349.50	
		020224 U17	5246304	01/31/24	519.40	0.00	519.40	
		020224 U18	5246305	01/31/24	206.00	0.00	206.00	
					10468.62	0.00	10468.62	000000575947
MONROE COUNTY COMMAN	000000550241	020224 9A	5246307	01/31/24	120.00	0.00	120.00	
					120.00	0.00	120.00	000000575948
MONROE COUNTY TPOAM	000000550242	020224 4A	5246308	01/31/24	415.00	0.00	415.00	
					415.00	0.00	415.00	000000575949
TPOAM	000000550243	020224 U03	5246310	01/31/24	313.00	0.00	313.00	
		020224 U04	5246312	01/31/24	2905.00	0.00	2905.00	
		020224 U11	5246313	01/31/24	175.00	0.00	175.00	
		020224 U13	5246315	01/31/24	175.00	0.00	175.00	
					3568.00	0.00	3568.00	000000575950
MONROE CO DEPUTY SHE	000000550244	020224 1A	5246316	01/31/24	690.00	0.00	690.00	
					690.00	0.00	690.00	000000575951
MO CO CORRECTION OFF	000000550248	020224 10A	5246318	01/31/24	435.12	0.00	435.12	
					435.12	0.00	435.12	000000575952
LOCAL 517, UTILITY W	000000550250	020224 U02	5246320	01/31/24	735.00	0.00	735.00	
					735.00	0.00	735.00	000000575953
MONROE CO CORRECTION	000000550252	020224 17A	5246321	01/31/24	106.25	0.00	106.25	
					106.25	0.00	106.25	000000575954
UAW LOCAL 723	000000550270	020224 U06	5246322	01/31/24	436.31	0.00	436.31	
					436.31	0.00	436.31	000000575955
MONROE COUNTY ASSIST	000000550274	020224 14A	5246324	01/31/24	165.00	0.00	165.00	

NON CLAIM RUN 02/02/24

Company 01 County of Monroe

Office 001 Main Bank BNK001 National City Bank Run 005384 Payment Date 02/02/24 Pay-thru Date 01/31/24

Vendor Name	Vendor Number	Invoice Number	Voucher Number	Invoice Date	Gross Amount	Deduction Amounts	Net Amount	Payment Number
					165.00	0.00	165.00	000000575956
GREAT-WEST LIFE & AN	000000550280	020224 GWE	5246325	01/31/24	6498.43	0.00	6498.43	
					6498.43	0.00	6498.43	000000575957
AXA EQUITABLE	000000550285	020224 EQU	5246326	01/31/24	550.00	0.00	550.00	
					550.00	0.00	550.00	000000575958
MONROE CO.UNEMPLOYME	000000550310	020224 554	5246262	01/31/24	2.22	0.00	2.22	
		020224 565	5246263	01/31/24	71.64	0.00	71.64	
					73.86	0.00	73.86	000000575959
MONROE COUNTY WORKER	000000550315	020224 554	5246264	01/31/24	1.78	0.00	1.78	
					1.78	0.00	1.78	000000575960
MONROE CO.LONG TERM	000000550320	020224 565	5246265	01/31/24	637.55	0.00	637.55	
		020224 554	5246266	01/31/24	22.27	0.00	22.27	
					659.82	0.00	659.82	000000575961
MONROE CO.RETIREE HE	000000550325	020224 CRH	5246327	01/31/24	608.47	0.00	608.47	
		020224 DRH	5246328	01/31/24	425.53	0.00	425.53	
		020224 RHC	5246329	01/31/24	5444.85	0.00	5444.85	
		020224 SRH	5246330	01/31/24	4096.45	0.00	4096.45	
					10575.30	0.00	10575.30	000000575962
STATE OF MICHIGAN	000000601950	MSP-MANTIS	5246214	01/30/24	91.00	0.00	91.00	
					91.00	0.00	91.00	000000575963
HOBBY NELS	000000710207	01/17/24	5246267	01/31/24	0.80	0.00	0.80	
					0.80	0.00	0.80	000000575964
NICHOLAS STEVEN GUTH	000000713242	01/17/24	5246268	01/31/24	26.93	0.00	26.93	
					26.93	0.00	26.93	000000575965
MICHAEL ROBERT HUMPH	000000713390	01/17/24	5246269	01/31/24	8.17	0.00	8.17	
					8.17	0.00	8.17	000000575966
CARL J. SCHMIDT	000000721904	1/14-27/24	5246198	01/30/24	3044.15	0.00	3044.15	
					3044.15	0.00	3044.15	000000575967
JOHN STEWART	000000827713	01312024	5246251	01/31/24	59.01	0.00	59.01	
					59.01	0.00	59.01	000000575968
ALEXANDER & JANELLE	TREASURER	2022 PRE	5246195	01/25/24	2685.18	0.00	2685.18	
					2685.18	0.00	2685.18	000000575969
SIMONE L DAHN	TREASURER	JAN 2024	5246243	01/31/24	177.95	0.00	177.95	
					177.95	0.00	177.95	000000575970
BANK BNK001 - TOTAL					340878.94	0.00	340878.94	*
OFFICE 001 - TOTAL					340878.94	0.00	340878.94	**

Mark Brant, Chairman

Monroe County Board of Commissioners
Representing District 2
125 East Second Street, Monroe, MI 48161
Telephone: 734.240.7003
E-mail: mbrantdist2@gmail.com

January 31, 2024

Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

Re: County of Monroe Tax Capture Resolution and Policy

Dear Commissioners:

Enclosed is a resolution that would adopt the accompanying Tax Increment Financing Policy #320. The policy references the applicable statutes that govern the establishment and operation of Tax Increment Financing Authorities. There are several types of tax increment financing authorities in Michigan and the policy addresses each type. In our county, these same authorities exist and we expect others to be created.

In a Tax Increment Financing Authority (TIF) also referred to as a tax capture, the Authority captures the property taxes on the increase in value (tax increment) from the initial or base year. The capture is on all of the parcels within a defined area that is the subject of a development plan. Thus, if the base taxable value is $1,000,000 in the initial year of the TIF plan, and the second year the value increased to $1,200,000, the Authority will then capture certain property taxes due on the $200,000 increase in value. The captured taxes are used to invest in necessary infrastructure and other means to prepare for new development or finance debt from bonds used to build or construct initial infrastructure. As the tax capture is collected, the money services the incurred construction debt. There are other financing tools available but the foregoing gives a general overview of the methods employed in TIF's.

The policy would establish a uniform and consistent approach from the County as it applies to every tax increment financing authority created in Monroe County. Until now, the County has not exercised its right to opt out of capture of a TIF created within the County. In separate reporting to the Board, we know that nearly $500,000 of County tax revenue is captured and collected into these authorities. Accordingly, it is an important source of money diverted from the County used in economic development.

The use of tax increment financing authorities is an economic development tool that is widely supported to general economic investments into specific areas. The objective of generating additional taxable value is a benefit although the investment does take time to provide a return. The goal of this policy is to ensure the County and our leading economic development agency has a voice on any development plan that outlines the use of County tax captured funds. This will include provisions within the policy that establishes conditions for the expenditure of our tax capture funds.

We have been assisted in this policy development by our bond/finance counsel at Miller Canfield and our policy is very similar to the policy of Oakland County. We have modified our policy document to meet our specific needs and assigned responsibility for the policy to the Administrator/Chief Financial Officer who also has been instrumental in developing this policy.

It is recommended we approve this policy and upon its adoption, distribute it to all of our local unit government partners throughout the County so they are informed of this policy.

I look forward to your contribution as we continue to lead efforts in our county on economic developments initiatives.

Sincerely,

Mark Brant, Chairman
Monroe County Board of Commissioners

RESOLUTION APPROVING
MONROE COUNTY TAX INCREMENT FINANCING POLICY

COUNTY OF MONROE
State of Michigan

Minutes of a regular meeting of the County Board of Commissioners of the County of Monroe, State of Michigan (the "County"), held on February 6, 2024 at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members: ______________________________

____

ABSENT: Members: ______________________________

The following preamble and resolution were offered by Member __________________ and supported by Member ______________________:

WHEREAS,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Monroe County Tax Increment Financing Policy. The Board of Commissioners hereby approves the Monroe County Tax Increment Financing Policy.

2. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: ______________________________

____

NAYS: Members: ______________________________

RESOLUTION DECLARED ADOPTED.

____
Lisa Sanders
Deputy County Clerk
County of Monroe

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Monroe, State of Michigan, at a regular meeting held on February 6, 2024, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Lisa Sanders
Deputy County Clerk
County of Monroe

Section Name: Financial Management
Section Number: 300
Policy Number: 320

Effective Date: February 6, 2024
Date of Revision:

Subject: County of Monroe, Michigan Tax Increment Financing Policy

PURPOSE:

The purpose of this Policy is to set forth the procedures of Monroe County (the "County") to evaluate whether or not to exempt its property taxes from capture by a tax increment financing authority in the County. This Policy applies to tax increment financing authorities established by, or authorized by, the Recodified Tax Increment Financing Act, Act 57 of 2018, as amended ("Act 57"), which would include a Downtown Development Authority ("DDA"), Local Development Finance Authority ("LDFA"), Corridor Improvement Authority ("CIA"), Water Resource Improvement Authority ("WRIA") or Neighborhood Improvement Authority ("NIA") (together, the "Authorities" or an "Authority").

The County's policy is to exercise its authority to: a) opt out of capture by an Authority, to the extent permitted by law, or b) to negotiate the conditions for the participation of the County in the capture of County taxes by the applicable Tax Increment Financing Plan ("the "Plan") of the Authority. The conditions set forth in this Policy are intended to be used as a guide and should not be interpreted as a guarantee that the County will or will not opt out of capture of a Plan. It is acknowledged and understood that each Plan presents unique considerations which must be addressed during the review process. Nothing in this Policy is to be construed as creating an obligation on the part of the County to enter into any negotiations or contractual arrangements with any entities allowing capture of County tax revenues.

The County acknowledges that the rules and laws relating to the establishment of an Authority and authorization for a Plan have changed over the years, and may change in the future, and there are some circumstances where the County has the ability to opt out of capture and other circumstances where the County does not have the authority to opt out of capture. Additional considerations of this policy is recognizing the Michigan Legislature may change the laws in the future relating to the ability to opt out of capture or enter into sharing agreements. Furthermore, under current law, the County does not have the ability to opt out of capture of a Brownfield Redevelopment Authority ("BRA") established under Act 381 of 1996, as amended, or a Tax Increment Finance Authority ("TIFA") established under Act 57, and therefore, this Policy shall not apply to a BRA or TIFA.

PROCEDURES FOR TAX INCREMENT FINANCING PLANS:

The County encourages local units of government to meet with the County in advance of creating or amending an Authority, or initiating or amending Plans, that provide the County a right to opt out of capture. Local units are encouraged to meet with the County Administrator/Chief Financial Officer prior to the date of the public hearing on the creation or amendment to the boundaries of an Authority, or a public hearing on the approval of a Plan, or amendment to a Plan, that provide the County a right to opt out of capture. The Administrator/Chief Financial Officer shall meet with the local unit to review the proposed Authority and Plan to determine the intention of the Authority in order to make a recommendation to the County Board of Commissioners. The Administrator/Chief Financial Officer shall be authorized to enter into negotiations with the local unit and Authority to determine whether the County will exercise its right to opt out of capture or enter into a sharing agreement to provide for participation by the County in the capture of County tax increment revenues pursuant to the Plan.

If the County cannot reach an agreement in sufficient time before the expiration of the opt out period, the Administrator/Chief Financial Officer will recommend the Monroe County Board of Commissioners adopt a resolution to opt out of capture of all County taxes. The resolution to opt out may be rescinded by the County upon approval and execution of an agreement satisfactory to the County Board of Commissioners at a later date.

GUIDELINES AND CONDITIONS FOR TAX INCREMENT FINANCING PLANS:

The County's participation in capture of its tax increment revenues by an Authority, and any agreement between the County, an Authority and its local unit relating to the County's participation, should include the following terms and conditions:

1. Representation on Authority Board by Monroe County Business Alliance.

   One (1) representative from the Monroe County Business Alliance ("MCBA") or any successor economic development organization shall be appointed to the Authority Board of Directors. The representative shall be the Chief Executive Officer of MCBA.

2. Representation on Authority Board by County.

   One (1) representative from the County of Monroe appointed to the Authority Board of Directors representing the County. The representative shall be the Monroe County Administrator/Chief Financial Officer of the County.

3. Use of Tax Increment Revenues Captured from County.

   a. Tax increment revenues of the Authority captured from County millages may only be spent on economic investment for the Authority's development area and specifically that directly involves new construction, infrastructure improvements (sewer lines, water line extension, roads, wayfinding signs and sidewalks/pedestrian access) required for new private development to directly increase the taxable value in the development area.

   b. Street or roadway lighting is an acceptable use of tax increment revenues from County millages provided the lighting design, pole style, and color create a designation of the area as a district and matches and coordinates with lighting designs from adjoining areas along the corridor that are not part of this specific district. Tax capture revenues cannot be used for routine maintenance or replacement of lighting systems.

c. Tax increment revenues from County millages shall not be used for burying existing electrical or other utility lines/cables for any reason other than the lines impede a development or construction project. Any other purpose for burying electrical or utility lines/cables is not allowable.

d. Tax increment revenues from County millages shall not be used for street signalization improvements unless directly related to and a required investment for a new development and without it approval of the new development of private investment for taxable value growth would not be made.

e. Tax increment revenues from County millages shall not be used for constructing public buildings or public structures other than structures relating to infrastructure investments (as listed above in a, b and c) that will lead to private development and construction.

f. Tax increment revenues from County millages shall not be used for event or marketing materials not directly related to the implementation of projects approved within the tax capture area.

g. Tax increment revenues from County millages shall not be used for what would be an expense of a general purpose governmental function, including maintaining landscapes, planting flowers, developing parks or maintenance of parks or park equipment, trash pick-up, snow plowing/salting, and any purchase and maintenance of decorations or displays and the purchase of open space amenities such as drinking fountains, bike racks and EV vehicle charging units. In addition, the purchase of trucks or equipment and office space rent to support any of these general-purpose governmental functions is not an allowable expenditure from County tax increment revenues.

h. Elected or appointed officials of the Local Unit/Authority or their immediate family members shall be prohibited from engaging in a business transaction, relating to property in the development area, which he or she may profit from because of his or her official position or authority or benefit from confidential information which he or she has obtained because of such position or authority. This provision does not prohibit members of the governing body of the Authority from having an ownership or business interest in the development area. Any plans by the Authority to purchase property in the development area from elected or appointed officials of the municipality, or their immediate family members, shall be disclosed in writing to the County prior to the transaction occurring.

4. Tax Capture Duration and Reductions.

   a. The duration of the capture of tax increment revenues under a Plan shall not exceed twenty-five (25) years. Any amendment to a Plan to extend the duration of a Plan after its initial approval must be approved by the Monroe County Board of Commissioners in order to allow for the capture of tax increment revenues from County millages. County millages are all millages under the jurisdiction of the Monroe County Board of Commissioners and financial management, control and reporting.

   b. After the initial fifteen 15-year period of the 25-year tax capture duration, the tax increment revenue capture from the captured assessed/taxable value shall be reduced over the next ten years (years 16-25) from 100% down to 50%, with the excess amount returned to the County. The final year of the tax capture shall be at 50% of available tax increment revenues. The permitted capture of tax increment revenues from County millages shall be reduced according to the following table for the last 10 years:

Year 16	95%
Year 17	90%
Year 18	85%
Year 19	80%
Year 20	75%
Year 21	70%
Year 22	65%
Year 23	60%
Year 24	55%
Year 25	50%

5. Authority Records and Annual Report.

Each Authority shall be required to comply with the transparency and reporting requirements in Part 9 of Act 57, which include the following items:

   a. Certain Authority records and documents required to be posted on the Authority's website, or local unit's website, as described at MCL 125.4910(1).

   b. A written Annual Report on the status of the tax increment financing account as described at MCL 125.4911(1).

   c. A written Annual Report on the activities and outcomes of the Authority, including: what was paid for or financed during the year, estimate of jobs created, number of building permits in the Authority district, changes in taxable value in Authority district or development area and the amount of tax captured by each taxing jurisdiction within the Authority District and total for the most recent year.

Definitions:

A. Act means the Recodified Tax Increment Financing Act, PA 57 of 2018, being MCL 125.4101, et.seq.
B. Authority(ies) means a legal entity created by a municipality under the DDA, CIA or LDFA statute to improve the economic conditions within a District.

C. Brownfield Redevelopment Authority (BRA) is a TIF Authority created under Act 381 of 1996, MCL 125.2651 et. seq., to promote the reuse and redevelopment of certain properties.

D. Corridor Improvement Authority (CIA) is an Authority governed under Act 57 of 2018, MCL 125.4101 et. seq., to prevent deterioration, promote economic growth and encourage historic preservation in a business District. The District must meet the statutory criteria which include being adjacent to or within 500 feet of a road classified as an arterial or collector by the federal highway administration.

E. County means County of Monroe, Michigan, a Michigan municipal corporation.

F. Development Area means the area in an Authority where the development plan is applicable and in which the Authority captures tax increment revenues.

G. District means the area in an Authority in which the Authority exercises its powers.

H. Downtown Development Authority (DDA) is an Authority governed under Act 57 of 2018, MCL 125.4101 et. seq., to correct and eliminate property value deterioration, promote economic growth and to encourage historic preservation in a District in the downtown of a municipality zoned and used principally for business.

I. Local Development Financing Authority (LDFA) is an Authority governed under Act 57 of 2018, MCL 125.4101 et. seq., to prevent conditions of unemployment and promote economic growth within the boundaries of a District.

J. Tax Increment Financing (TIF) is an economic development tool, often referred to as tax capture, where an Authority is permitted to capture and use certain property taxes on incremental growth in valuation in a Development Area.

K. Tax Increment Financing Authority (TIFA) is an authority governed under Act 57 of 2018, MCL 125.4101 et. seq., to encourage economic development and historic preservation. TIF Authorities means all authorities authorized to utilize TIF. This includes DDAs, CIAs, LDFAs, BRAs, TIFAs and other similar authorities such as Water Resource Improvement Authorities, Historic Neighborhood Finance Authorities, etc.

C. Responsibility:

1. County Administrator/Chief Financial Officer will be responsible for implementing and overseeing this policy.

Legislative History of Authority for Creation or Revision:
Adopted pursuant to action of the Monroe County Board of Commissioners, dated February 6, 2024.

Michigan's Cornerstone.

Mark Brant, Chairman

Monroe County Board of Commissioners
Representing District 2
125 East Second Street, Monroe, MI 48161
Telephone: 734.240.7003
E-mail: mbrantdist2@gmail.com

February 1, 2024

Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

Re: Resolution to Suspend the Monroe County Economic Development Corporation

Dear Commissioners:

As we expect our organization's leaders to be mindful of the effectiveness of their operations and service to our community, we must do the same and set that example. Accordingly, as we focus on economic development strategies the role of the Monroe County Economic Development Corporation is no longer as valued as it once was. Much has changed in municipal finance and how public-private financings are facilitated. The evolution of EDC's in Michigan is outlined in the Memorandum enclosed from Mr. Patrick McGow who is our municipal finance counsel and a recognized expert in this area.

With changes in the federal tax code beginning in 1986 and the State of Michigan creating state level facilities to handle the financing of local projects, the need for EDC's began to quickly fade. While in year's past there was a role for the Monroe County EDC, today that need no longer exists.

Enclosed is a resolution to suspend the Monroe County EDC but allow its existence to remain. This action over disbanding the EDC is supported in Mr. McGow's memorandum and I concur with this approach. With the research and background provided, please see the enclosed Resolution Approving Suspension of Monroe County Economic Development Corporation.

Upon the Board's approval, I will ask the Monroe County Business Alliance to work on finding matches where appropriate for members of the EDC onto one of the Monroe Link Plan Pillar teams. Finally, that staff send thank you letters to the members of the Monroe County EDC for their service.

Sincerely,

Mark Brant, Chairman
Monroe County Board of Commissioners

MILLER CANFIELD

MEMORANDUM

TO:	Mr. Mark Brant, Chairman, Monroe County Board of Commissioners
	Mr. Michael Bosanac, Monroe County Administrator/Chief Financial Officer
FROM:	Patrick F. McGow
RE:	Monroe County Economic Development Corporation
DATE:	January 31, 2024

Background

The Economic Development Corporation of the County of Monroe (the "Monroe County EDC") was created pursuant to the Economic Development Corporations Act, Act 338, Public Acts of Michigan of 1974 (the "EDC Act"). The EDC Act was enacted to provide for the creation of public economic development corporations to provide for the undertaking of projects relative to the economic development of municipalities and to provide for the issuance of bonds for industrial and commercial enterprises. During the 1970s and 1980s, the federal tax code allowed certain types of commercial and industrial projects to qualify for tax-exempt financing if bonds were issued by a governmental entity. The EDC Act provided for the creation of a municipal corporation that was authorized to issue bonds on behalf of private commercial and industrial projects, to allow for low-cost financing for those private entities. An EDC acts as a conduit bond issuer to issue bonds and loan the proceeds to the private commercial or industrial business, with repayment from the private company using its own private funds for repayment, not public funds. Once an EDC issued the bonds, it was no longer involved in the repayment of the Bonds as that was handled by the private borrower and a bond trustee or bank. The County is not liable for the bonds and notes of the Monroe County EDC and the bonds are not a debt of the County.

The federal tax code changed in 1986 to further restrict the types of projects that qualified for tax-exempt financing, with a narrower scope of projects including financings for private solid waste projects, small industrial manufacturing projects and nonprofit corporations. In addition, the State of Michigan created state-level governmental entities that were also authorized to issue tax-exempt bonds for private and nonprofit projects, including: Michigan Strategic Fund, Michigan Finance Authority and Michigan State Hospital Finance Authority. These two events significantly reduced the number of bond issues by EDCs across the State of Michigan. Many large companies or non-profit hospital systems use the state-level entities for their tax-exempt bonds, particularly if they have multiple locations across the State, because the bond issuance procedure is simpler, faster and can cover facilities throughout the State.

Since 1990, the Monroe County EDC has been involved in only 3 different bond transactions that we are aware of.

1. 1991- Mercy Memorial Hospital

The Monroe County EDC issued two bond issues in 1991 for the benefit of Mercy Memorial Hospital, a 501(c)(3) nonprofit corporation:

a. $7,000,000 Economic Development Limited Obligation Revenue Bonds (Mercy Memorial Hospital), Series 1991; and
b. $3,400,000 Economic Development Limited Obligation Revenue Bonds (Monroe County Health Service), Series 1991.

Those two bond issues have been paid off or refinanced. The successor entities use the state authority (Michigan Finance Authority) for any tax-exempt borrowings.

2. 1992- The Detroit Edison Company / DTE Energy

The Detroit Edison Company/DTE Energy was a frequent borrower through the Monroe County EDC in the 1970s and 1980s. Since the 1980's they have shifted to using the Michigan Strategic Fund for most of their tax-exempt bonds, with this one exception:

$31,000,000 The Economic Development Corporation of the County of Monroe, Adjustable Rate Demand Limited Obligation Refunding Revenue Bonds (The Detroit Edison Pollution Control Bonds Project), Series 1992-CC dated April 1, 1992.

3. 2011 Remarketing of Series 1992-CC Bonds – DTE Energy

The Series 1992-CC Bond issue was remarketed in 2011, which required various actions to be taken by the Monroe County EDC Board and its officers. The Series 1992-CC Bonds are currently outstanding until its final maturity on October 1, 2024. It is possible that DTE might want to extend or refinance this issue and might want the assistance of the Monroe EDC to do that.

2010 ARRA Bond Inducements

The only other bond-related actions that we are aware of since 1990 occurred in 2010 when there was a new federal bond issuance program for commercial and industrial projects as part of the federal recovery and stimulus legislation know as the American Resource and Recovery Act of 2009. There were 3 different projects that the Monroe County EDC was asked to take preliminary steps for financing under this legislation for:

a. DTE Energy Monroe Power Plant
b. Fischer Tool & Die Company
c. Temperance Distilling Company

The Monroe County EDC adopted "inducement resolutions" as a preliminary step, but none of the projects resulted in a bond issue by the Monroe County EDC. DTE financed its projects through the Michigan Strategic Fund and the other two projects did not proceed with the financings.

Future Use of Monroe County EDC

Under the EDC Act, the Monroe County EDC is a body corporate created by the County. It is governed by a board of directors of not less than 9 members appointed by the Chairperson of the County Board of Commissioners with the advice and consent of the County Board of Commissioners. MCL 125.1604(3). A director whose term of office has expired shall continue to hold office until the director's successor has been appointed with the advice and consent of the governing body. MCL 125.1604(5). Once incorporated, the Monroe County EDC remains in existence unless it is dissolved by a 2/3 vote of the Monroe County EDC Board of Directors and a majority vote of the County Board of Commissioners, or by a referendum vote of the voters of Monroe County. MCL 125.1633. There are no annual filing requirements for an EDC to maintain its existence, once it has been incorporated and its articles of incorporation were filed with the office of the Michigan Secretary of State.

The prospective issuance of bonds by the Monroe County EDC is unlikely in the near future, under current law, given the reduction of the scope of eligible tax-exempt financings under the federal tax code and the availability of state-level bond issuers. However, it is possible that a project may arise that might benefit from financings through the Monroe County EDC. This could be a result of a change in legislation or other unique opportunity. There could be a project that does not want to proceed with tax-exempt financing through a statewide issuer. It is also possible that future action might be required in connection with the outstanding Series 1992-CC Bonds issued for DTE Energy. It is also possible that the EDC holds title to some property involved in a project and it is necessary to transfer title back to the private borrower once the bonds have been paid off.

Because the Monroe County EDC remains in existence unless terminated as described above, it does not have to hold regular meetings or have an active Board of Directors. It is possible for the Monroe County EDC to go dormant until such time as it is needed for some type of bond-related action. The current Directors hold their seats until they are replaced.

Because it is a cumbersome and lengthy process to create a new EDC, and there may be a need for action by an EDC in the future, many communities have allowed their EDCs to go dormant and not meet regularly. If there is an action that requires their approval, the existing Board may be called back up for a meeting, or the County Board of Commissioners could approve a new Board if the current Directors terms have expired and the Directors are not available to serve on the Board.

Recommended Action

It is possible that the Monroe County EDC might be needed in the future for actions relating to existing bonds, bonds that have been paid off, or new projects. For these reason, we advise against terminating the Monroe County EDC.

If the County does not expect to need the Monroe County EDC to take action on bond-related projects or other economic development projects, it can suspend the meetings of the Monroe County EDC unless and until actions are needed. The current Directors will still hold office until their successors are appointed, so that if there is a need for a meeting, it could be called. If enough years pass by and those current Directors are not available and their terms have expired, the County Board of Commissioners could appoint new Directors and call a meeting of the Monroe County EDC.

RESOLUTION APPROVING
SUSPENSION OF MONROE COUNTY ECONOMIC DEVELOPMENT CORPORATION

COUNTY OF MONROE
State of Michigan

Minutes of a regular meeting of the County Board of Commissioners of the County of Monroe, State of Michigan (the "County"), held on February 6, 2024 at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: ____

____

ABSENT: Members: ____

The following preamble and resolution were offered by Member __________________and supported by Member ______________________:

WHEREAS, The Economic Development Corporation of the County of Monroe (the "Monroe County EDC") was created by the County pursuant to the Economic Development Corporations Act, Act 338, Public Acts of Michigan of 1974 (the "EDC Act"); and

WHEREAS, the Monroe County EDC was created to provide for the issuance of bonds for industrial and commercial economic development projects; and

WHEREAS, the need for the Monroe County EDC to issue bonds for economic development projects has diminished in the past decades; and

WHEREAS, it is not necessary for the Monroe County EDC Board of Directors to meet on a regular basis, but the County desires to continue the existence of the Monroe County EDC in the event that it is needed for future economic development activities.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Suspension of Monroe County EDC. The meetings of the Monroe County EDC Board of Directors shall be suspended until such time as the Monroe County EDC is needed for actions on an economic development project under the EDC Act.

2. Current Members of Board of Directors. The current members of the Board of Directors of the Monroe County EDC shall continue to hold their offices for the remainder of their terms, and after the expiration of their terms, until a successor is appointed pursuant to the EDC Act.

3. Future Meetings. A meeting of the Board of Directors of the Monroe County

EDC may be called in the future by action of the Chairman of the Monroe County Board of Commissioners, or the Chairman of the Board of Directors of the Monroe County EDC, in accordance with the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended.

4. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: ______________________________

____

NAYS: Members: ______________________________

RESOLUTION DECLARED ADOPTED.

____
Lisa Sanders
Deputy County Clerk County of Monroe

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Monroe, State of Michigan, at a regular meeting held on February 6, 2024, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

____
Lisa Sanders
Deputy County Clerk County of Monroe

41694357.1/061970.00113

LAW OFFICES OF
LENNARD, GRAHAM & GOLDSMITH
A PROFESSIONAL LIMITED LIABILITY COMPANY
222 WASHINGTON STREET
MONROE, MICHIGAN 48161-2146

W. THOMAS GRAHAM
PHILIP D. GOLDSMITH
MARTIN J. KAMPRATH

ANTHONY B. CAPSER

TELEPHONE
(734) 242-9500

FACSIMILE
(734) 242-9509

WEBSITE
www.lggattys.com

February 2, 2024

Mr. Mark S. Brant, Chairman
Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

RE: January 26, 2024 Freedom of Information Act Appeal Submitted by Mark S. Demorest

Dear Chairman Brant:

On or about January 26, 2024, Mr. Mark S. Demorest, Esq. submitted a Freedom of Information Act appeal. (Exhibit A) Mr. Demorest's appeal challenges the January 25, 2024 response provided by Mr. Michael G. Bosanac in his capacity as the Monroe County Administrator/Chief Financial Officer.

BACKGROUND INFORMATION

Mr. Demorest submitted his initial Freedom of Information Act request on January 11, 2024, which requested production of the following public records:

> "All documents regarding how the $350,000.00 American Rescue Plan Act (ARPA) funds received by Monroe County have been used, pursuant to the attached Monroe County American Rescue Plan Act Funding Agreement. Provide any and all documents (1) showing the date, amount, payee, and purpose of each expenditure of the ARPA funds; (2) all reports regarding the use of the ARPA funds; (3) the remaining balance of the ARPA funds; and (4) all correspondence, e-mails, and memoranda regarding use of the ARPA funds." (Exhibit B)

On January 19, 2024, Mr. Michael Bosanac responded to Mr. Demorest's Freedom of Information Act request. Mr. Bosanac's Freedom of Information Act response granted Mr. Demorest's request. All public records responsive to Mr. Demorest's Freedom of Information Act request were provided to Mr. Demorest. (Exhibit C)

Mr. Bosanac responded to Mr. Demorest's January 11, 2024 Freedom of Information Act request pursuant to Monroe County Policy No. 205, regarding Freedom of Information Act (FOIA) procedures and guidelines. Paragraph 3 of Policy No. 205 states in pertinent part:

> "3. General Policy.
>
> 3.1 The Monroe County Board of Commissioners, acting pursuant to the authority at MCL 15.236, designates the County Administrator/Chief Financial Officer as the FOIA Coordinator for the County of Monroe."

Mr. Bosanac's timely response to Mr. Demorest's January 11, 2024 Freedom of Information Act request was proper according to both State law and Monroe County Policy.

On or about January 19, 2024, Mr. Demorest submitted a written follow up to his January 11, 2024, Freedom of Information Act request. Mr. Demorest's January 19, 2024 correspondence stated in pertinent part as follows:

> "Dear Mr. Bosanac:
>
> We submitted a FOIA request on January 11, 2024. We received your answer and documents on January 19, 2024.
>
> The American Rescue Plan Act provided $350,000.00 in funds to Monroe County. We have reviewed the documents provided in your response to our FOIA request and the expenditures total much less than $350,000.00. How much is left of the grant funds? Have any funds been returned to the United States government? Please produce the documents which include any and all information concerning the remaining funds." (Exhibit D)

On January 25, 2024, Mr. Bosanac responded to Mr. Demorest's January 19, 2024, correspondence, which Mr. Bosanac essentially treated as a second Freedom of Information Act request. (Exhibit E) Mr. Bosanac's January 25, 2024 response states in pertinent part as follows:

> "Your Freedom of Information request was received by the County of Monroe requesting certain public documents related to the America Rescue Plan Act. This is a second request for the similar information contained in your January 11, 2024 correspondence.

> The County of Monroe searched for records as outlined in your FOIA request. The search is complete and your request denied. On January 19, 2024, the County provided public documents related to your FOIA request seeking information on payments made under an agreement with the Monroe County Business Alliance. That response included all public documents available. The Michigan Freedom of Information Act does not require a public organization to create reports or documents. Rather, we are required to provide public documents that are in our possession. We have done so in the prior response.
>
> In your current request, you also present questions. Michigan Freedom of Information Act is not a question and answer exchange but a request for documents the requestor has identified and action on the part of the public organization to produce and provide the documents in its possession. In this specific instance, we have provided the documents in our possession." (emphasis supplied)

On January 26, 2024, Mr. Demorest submitted a Freedom of Information Act Appeal addressed to Mark Brant, Chairman, Monroe County Board of Commissioners. Mr. Demorest stated the reasons for his appeal as follows:

> "Upon examination of the documents we received, it became apparent that the expenditures reflected in the documents totaled far below the $350,000.00 that was provided in the ARPA grant. A follow up letter was sent requesting any and all documents for the remainder of the expenditures, and information about the remaining balance of the funds, which was included in the original FOIA request. In the response received to our follow up letter, Mr. Bosanac indicated that there were no additional documents to be provided. This cannot be accurate. There must be accounting of the funds used from this grant and the funds remaining.
>
> Therefore, we are appealing the denial in response to our FOIA request and reaffirming our request for any and all documents relating to all expenditures and the remaining balance, if any, of the ARPA account."

Section 10 of Monroe County Policy No. 205 addresses the appeal of a denial of a public record. Section 10.1 of Policy No. 205 states in pertinent part that "when a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the Monroe County Board of Commissioners by filing an appeal of the denial with the office of the Monroe County Board of Commissioners directed to the Chairman/Chairwoman of the Board." Section 10.2 of Policy No. 205 states in pertinent part that "the appeal must be in writing, specifically state the word "appeal", and identify the reason or reasons the requestor is seeking a reversal of the denial. The County FOIA appeal form (to appeal a denial of records), may be used." Section 10.3 of Policy No. 205 states that "the Monroe County Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled Board of Commissioners' meeting following submission of the written appeal." Finally, Section 10.4 of Policy No. 205 states that "within ten business days of receiving the appeal, the County's legal counsel shall review the appeal and provide a written summary and recommendation for the Chairman or Chairwoman of the Monroe County Board of Commissioners. This written summary and recommendation shall be included on the public agenda and the Board shall act on the matter at the next regularly scheduled Board of Commissioners' meeting. The matter will be part of the agenda under communications. The Board of Commissioners will consider the recommendation of County legal counsel and will respond in writing to the individual who submitted the appeal by:

- Reversing the disclosure denial; or

- Upholding the disclosure denial; or

- Reverse the disclosure denial in part and uphold the disclosure denial in part; or

- Under unusual circumstances, issue a notice extending for not more than ten business days, the period during which the Board of Commissioners shall respond to the written appeal. The Monroe County Board of Commissioners shall not issue more than one notice of extension for a particular written appeal."

LEGAL COUNSEL SUMMARY OF APPEAL

This summary of legal counsel will reply to the appeal made by Mr. Demorest as follows:

In his January 19, 2024 correspondence, Mr. Demorest states in pertinent part: "The American Rescue Plan Act provided $350,000.00 in funds to Monroe County. We have reviewed the documents provided in your response to our FOIA request and the expenditures total much less than $350,000.00. How much is left of the grant funds? Have any funds been returned to the United States government? Please produce the documents which include any and all information concerning the remaining funds."

The first statement by Mr. Demorest, wherein he stated the "American Rescue Plan Act provided $350,000.00 in funds to Monroe County" is factually inaccurate. The Monroe County American Rescue Plan Act Funding Agreement referred to by Mr. Demorest in his FOIA request is an Agreement made by and between the County of Monroe and the Monroe County Business Development Corporation. The $350,000.00 addressed in the Funding Agreement ("Grant Amount") is eligible for use by the Monroe County Business Development Corporation pursuant to the terms and conditions of the Funding Agreement. The Funding Agreement establishes a performance driven reimbursement plan. Generally speaking, the Monroe County Business Development Corporation may only be reimbursed for funds used to assist Monroe County entrepreneurs economically damaged by the pandemic. Notwithstanding this inaccuracy, Mr. Bosanac properly responded to Mr. Demorest's two separate Freedom of Information Act requests by providing all public documents responsive to said requests. As stated by Mr. Bosanac in his January 19, 2024, correspondence, the County provided public documents related to the two Freedom of Information Act requests that sought information on payments made under an Agreement with the Monroe County Business Alliance. (The Agreement was actually made with the Monroe County Business Development Corporation, which is now known as the Monroe County Business Alliance.) <u>That response included all public documents in existence</u>. As properly pointed out by Mr. Bosanac, the Michigan Freedom of Information Act does not require a public organization to create reports or documents. The public organization is only required to provide public documents that are in the possession of the public organization. Mr. Bosanac did that in response to Mr. Demorest's first Freedom of Information Act request. Accordingly, Monroe County, by and through its Administrator/Chief Financial Officer fulfilled the requirements of Michigan's Freedom of Information Act by providing all public documents responsive to the Freedom of Information Act request.

It is important to note that the two Freedom of Information Act requests made by Mr. Demorest were made in the context of a pending civil action. The pending civil action is entitled <u>Nanokore, LLC (Plaintiff) vs. Monroe County Business Development Corporation (Defendant)</u>, Monroe County District Court Case No. 2023-H-2066-GC. Mr. Demorest represents Nanokore, LLC. Undersigned counsel represents the Monroe County Business Development Corporation in that pending litigation. Discovery is ongoing in that case. As a matter of fact, depositions were taken at the law offices of Lennard, Graham & Goldsmith, P.L.C. on Thursday, February 1, 2024. Mr. Demorest is using Michigan's Freedom of Information Act as a discovery tool in said litigation. There is no prohibition against Mr. Demorest using the Freedom of Information Act as a discovery tool, given the fact that Monroe County, Michigan is not a party to that litigation. Mr. Demorest and his clients are entitled to the public records he requested in his Freedom of Information Act request, and as stated by Mr. Bosanac all public records in the possession of Monroe County, Michigan, and which are responsive to the Freedom of Information Act request have been provided. The public records requested and provided may or may not be relevant to the litigation; however, that is not the point. They were requested and they have been provided. The question for the Court to decide in the pending litigation is whether Nanokore, LLC is entitled to additional funds over and above that which is required to be paid by the Service Agreement between Nanokore, LLC and the Monroe County Business Development Corporation. All funds required by the Service Agreement were timely made. The Service Agreement has since been terminated as provided for in the terms and conditions of the Service Agreement.

RECOMMENDATION OF LEGAL COUNSEL

Based upon the above information, it is the recommendation of legal counsel that the disclosure denial set forth in Mr. Bosanac's January 25, 2024, correspondence to Mr. Mark Demorest be upheld. Monroe County cannot provide documents that do not exist. Mr. Bosanac responded to both Freedom of Information Act requests in a timely and factually accurate manner.

Please do not hesitate to contact me if you have any questions whatsoever regarding this summary and/or the recommendation of legal counsel set forth herein.

Sincerely yours,

Philip P. Goldsmith /blg

Philip D. Goldsmith

PDG/blg

PHONE: 248.723.5500
FAX: 248.723.5588
WEB: WWW.DEMOLAW.COM

January 26, 2024

VIA PRIORITY MAIL

Mark Brant, Chairman
Monroe County Board of Commissioners
125 E Second Street
Monroe, MI 48161

RE: FOIA Request Appeal

Dear Mr. Brant:

This letter is an appeal of a denial and response to our January 11, 2024 FOIA request submitted to Michael Bosanac, Administrator/Chief Financial Officer of the Monroe County Finance Department.

A FOIA request was submitted for all documents regarding how the $350,000.00 American Rescue Plan Act (ARPA) funds that were received by Monroe County were used, pursuant to the Monroe County American Rescue Plan Act Funding Agreement (**EX A**). We requested (1) any and all documents or reports showing the date, amount, payee and purpose of each expenditure of the ARPA funds; (2) any and all documents or reports regarding the use of the ARPA funds; (3) any and all documents or reports regarding the remaining balance of the ARPA funds; and (4) any and all correspondence, emails and memoranda regarding use of the ARPA funds.

We received the documents and answer on January 24, 2024. Upon examination of the documents we received, it became apparent that the expenditures reflected in the documents totaled far below the $350,000.00 that was provided in the ARPA grant. A follow-up letter (**EX B**) was sent requesting any and all documents for the remainder of the expenditures, and information about the remaining balance of the funds, which was included in the original FOIA request. In the response received to our follow-up letter, Mr. Bosanac indicated that there were no additional documents to be provided (**EX C**). This cannot be accurate. There must be accounting of the funds used from this grant and the funds remaining.

Therefore, we are appealing the denial and response to our FOIA request and reaffirming our request for any and all documents relating to all expenditures and the remaining balance, if any, of the ARPA account.

Please contact me to discuss this matter.

Sincerely,

DEMOREST LAW FIRM, PLLC

Mark S. Demorest
mark@demolaw.com

MSD/rn
Attachments
cc: John Swiatek (via email)
Dave Meerhaeghe (via email)

Swiatek/Nanokore LLC (1600)/Correspondence/2024 01 25 sl Brant (FIOA appeal).docx

EXHIBIT A

County of Monroe
125 E. Second Street, Monroe, MI 48161
(734) 240 - 7003

FOIA Request for Public Records

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.*

Request No.: __________ Date Received: ___________ Check if received via: ☐ Email ☐ Fax ☐ Other Electronic Method
Date delivered to junk/spam folder: _____________
Date discovered in junk/spam folder: _____________

(Please Print or Type)

Name Mark S. Demorest, Esq.	Phone (248) 723-5500
Firm/Organization Demorest Law Firm, PLLC	Fax (248) 723-5588
Street 322 W. Lincoln Ave.	Email mark@demolaw.com
City Royal Oak State MI	Zip 48067

Request for: ☑ Copy ☐ Certified copy ☑ Record inspection ☐ Subscription to record issued on regular basis

Delivery Method: ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☑ Email to address above
☐ Deliver on digital media provided by the county: ______________________________

Note: *The county is not required to provide records in a digital format or on digital media if the county does not already have the technological capability to do so.*

Describe the public record(s) as specifically as possible (Include: Incident Date, Time & Location, if known).
You may use this form or attach additional sheets:

The timeframe of this request is limited to documents dated between 1/1/2022 and the present.

All documents regarding how the $350,000.00 American Rescue Plan Act (ARPA) funds received by Monroe County have been used, pursuant to the attached Monroe County American Rescue Plan Act Funding Agreement.
Provide any and all documents (1) showing the date, amount, payee and purpose of each expenditure of the ARPA Funds; (2) all reports regarding the use of the ARPA Funds; (3) the remaining balance of the ARPA Funds; and (4) all correspondence, emails and memoranda regarding use of the ARPA Funds.

Consent to Non-Statutory Extension of County's Response Time

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.* I understand that the county must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the county's response time for this request until: ______________ (*month, day, year*).

Requestor's Signature [signature] Date 1/9/24

Records Located on Website

If the county directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (***separate exempt information from non-exempt information***).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the county must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the county must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the county has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the county must provide the public records in the specified format (if the county has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on County Website

I hereby stipulate that, even if some or all of the records are located on a county website, I am requesting that the county make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature	Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the county using overtime wages in calculating the following labor costs as itemized in the following categories:

1. ☐ Labor to copy/duplicate **2.** ☐ Labor to locate **3a.** ☐ Labor to redact **3b.** ☐ Contract labor to redact
6b. ☐ Labor to copy/duplicate records already on county's website

Requestor's Signature	Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first $20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: ☐ Affidavit Received ☐ Eligible for Discount ☐ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request: Requestor's Signature:	Date:

Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first $20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

(i) Is made directly on behalf of the organization or its clients.
(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
(iii) Is accompanied by documentation of its designation by the state, if requested by the county.

Office Use: ☐ Documentation of State Designation Received ☐ Eligible for Discount ☐ Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931: Requestor's Signature:	Date:

This form can be downloaded and emailed to the appropriate Monroe County department.

Email: foia_monroecounty@monroemi.org
Email: foia_dispatch@monroemi.org
Email: foia_prosecutor@monroemi.org
Email: foia_sheriff@monroemi.org

MONROE COUNTY AMERICAN RESCUE PLAN ACT FUNDING AGREEMENT

This Monroe County American Rescue Plan Act Funding Agreement (the "Agreement") is made by and between the County of Monroe, State of Michigan ("County") and the Monroe County Business Development Corporation, 9 Washington Street, Monroe, MI 48161 (the "Recipient"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

WHEREAS, the County has received funding from the federal government pursuant to the American Rescue Plan Act ("ARPA") and intends to provide a portion of such funds (the "Grant") to the Recipient for purposes authorized under ARPA to complete the project (the "Project") as described in its Monroe County American Rescue Plan Act Funding Request Application (the "Application") attached as Exhibit A hereto and incorporated herein and briefly described as Revolving Loan Fund targeting microbusiness support and providing consulting services using US SBA criteria; and

WHEREAS, the County has determined to grant the request to provide the Grant in the amount of $350,000.00 (the "Grant Amount"), which represents a portion of the costs of the Project described in the Application of $350,000.00 (the "Costs of the Project"); and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Grant Amount and any Costs of the Project, including any overruns or other expenses not expressly agreed in writing to prior to the expenses being incurred, will not be a liability on the part of the County and will be the responsibility of the Recipient to pay; and

WHEREAS, the Parties have agreed to enter into this Agreement to provide the rights, remedies, and responsibilities of each Party related to the Grant.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Article I
Project; Representations and Warranties

Section 1.1 Construction of the Project. The Recipient shall design and construct the Project pursuant to the terms of this Agreement and Applicable Law (defined below).

Section 1.2 Representations and Warranties.

Section 1.2.1 The County hereby represents and warrants that:

1.2.1.1 The County has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the County and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by the County of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of the County in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

1.2.1.2 The execution, delivery and performance by the County of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the County or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 1.2.2 The Recipient hereby represents and warrants that:

1.2.2.1 The Recipient agrees that it will comply with all federal, state and local laws and regulations to the extent applicable to the receipt and use of the Grant and ARPA funds, and the expenditure of public funds generally, including, but not limited to, the provisions of ARPA, any related state or federal laws (i.e. the Davis Bacon Act), and 2 CFR Part 200 (the "Uniform Guidance") (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) (collectively, "Applicable Law"). The Recipient has undertaken all due and necessary diligence to understand and to comply with all provisions of this Agreement and Applicable Law.

1.2.2.2 The Recipient has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Recipient and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Recipient in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

1.2.2.3 The execution, delivery and performance by the Recipient of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the

Recipient or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

1.2.2.4 The Recipient and its principals have not been debarred by either the federal, state or any local unit of government from receiving state or federal funds, nor are any currently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Neither the Recipient nor any of its principals have any record of violation of any federal, state or local government's procurement, contracting or ethics rules.

1.2.2.5 The Recipient represents and warrants that it has disclosed in writing any existing conflicts of interest involving the County or any contractor or subcontractor of the Recipient which will perform any work on the Project, and that it will disclose in writing to the County any such conflicts that arise during the term of this Agreement. The Recipient represents and warrants that it has not, and will not, offer to the County or any of the County's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with the County.

1.2.2.6 The Recipient shall ensure the Project is completed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. The Recipient will ensure that all contractors, employees or other persons completing the Project have, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

1.2.2.7 The Recipient acknowledges that the County is providing funds for the Costs of the Project up to the Grant Amount. The County is not responsible for any Costs of the Project in excess of the Grant Amount. The Recipient represents that it has sufficient available funds to pay any remaining Costs of the Project and will use such funds to complete the Project.

1.2.2.8 No representation or warranty of the Recipient contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

1.2.2.9 The Recipient expects and intends to comply with all ARPA requirements related to the timing of obligation and expenditure of funds, including the expenditure of the Grant Amount and completion of the Project by December 31, 2024 or as may be extended in writing by the County subject to compliance with ARPA requirements.

Article II
Grant; Costs of the Project

Section 2.1 Grant; Costs of the Project. The County shall reimburse the Recipient for the Costs of the Project up to the Grant Amount. Any remaining amount of the Costs of the Project in excess of the Grant Amount shall be the responsibility of the Recipient. The Recipient shall submit monthly invoices to the County for all or a portion of the Costs of the Project previously incurred, which invoices shall include such supporting documentation from Recipient suppliers and contractors sufficient to support the payment request (including documentation certifying that all subcontractors and suppliers have been paid). Except as provided in this Section and in subsequent cases of emergency that require immediate action to ensure health and safety or to protect life or property, the Recipient must obtain written approval from the County before allowing and/or agreeing to any increases in the cost of design and/or construction (over and above such costs as described in the Application) of the Project.

The County shall pay County-approved invoices within thirty (30) days of receipt thereof. If the County has requested additional supporting documentation for a portion of the costs of the Project in a specific invoice, but has not received such supporting documentation in sufficient time to make payment within the thirty (30) days required herein, it shall pay all properly supported and County-approved costs of the Project contained in that invoice within the requisite 30 day period and shall pay all remaining costs on the invoice at issue within fifteen (15) days of receipt of sufficient supporting documentation, if the County approves of the costs.

Article III
Term and Termination

Section 3.1 Effective Date. This Agreement shall become effective on the date (the "Effective Date") that each of the following events have occurred: (i) the approval of the Board of Commissioners of the County; (ii) the approval by the [Council/Board] of the Recipient; (iii) the execution by an authorized officer of the County; and (iv) the execution by an authorized officer of the Recipient.

Section 3.2 Term and Expiration. This Agreement shall commence on the Effective Date. This Agreement shall naturally expire with no further action on behalf of the parties when implementation and/or construction of the Project is properly and fully completed and the County has remitted final payment to the Recipient for the Costs of the Project as set forth in this Agreement.

Any claims under this Agreement raised in compliance with Section 4.3 below shall survive the expiration of the Agreement. The Recipient shall be entitled to be reimbursed up to the Grant Amount for all Costs of the Project that have been incurred up to the effective date of expiration and have been properly incurred, as approved by the County.

Section 3.3 Termination for Cause. Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the

Recipient to provide all necessary assistance the County requires to comply with the provisions of ARPA and its related regulations.

Any claims under this Agreement raised in compliance with Section 4.3 below shall survive the termination of the Agreement. The Recipient shall be entitled to be reimbursed for all Costs of the Project that have been incurred up to the effective date of termination and have been properly incurred, as approved by the County.

Article IV
Return of Grant Funds; Survival; Indemnification, Liability, and Damages

Section 4.1 Return of Grant Funds. In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Grant in any way, it shall immediately, upon written demand from the County, repay all of the Grant funds previously received pursuant to this Agreement.

Section 4.2 Survival. All of the provisions of this Agreement except Article II shall survive the expiration or early termination of this Agreement.

Section 4.3 Limitation of Liability; No Special Damages. Except as otherwise provided herein, neither Party shall be liable to the other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

Section 4.3 Notice of Claims. If either Party becomes aware of any injury, damages, claim, demand, action, legal proceeding, or other loss that may involve the other Party, whether directly or indirectly, it shall inform the other Party in writing within fifteen (15) business days of becoming aware of the injury, damages, claim, demand, action, legal proceeding, or other loss. Such notice(s) shall be provided in accordance with Section 7.7 of this Agreement.

Section 4.4 Indemnification. To the extent permitted by law, the Recipient shall indemnify and hold harmless the County and the County's employees, agents, directors and officers against all liability arising out of, or resulting from any third Party claim, suit, action or proceeding related to the Grant, this Agreement or the Project and arising out of or resulting from (i) the failure of the Recipient or any of its agents, employees or contractors, to comply with the terms of this Agreement or any Applicable Law; (ii) the failure of the Recipient or any of its agents, employees or contractors, to pay any of its contractors, suppliers, or subcontractors; or (iii) any injury, loss, claim or damages arising from the actions or omissions of the Recipient or an agent, employee, director, officer or contractor of the Recipient.

Article V
Reports; Data Sharing; Cooperation

Section 5.1 Reports, Data, and Information. Each Party shall provide the other Party timely and reasonable access to all data and information in the controlling Party's possession or control related to the Project and/or necessary to comply with all Applicable Laws and reporting obligations related to ARPA Funds. Recipient shall provide the County final "as-built" plans of or related to the Project upon the completion thereof.

Section 5.2 Cooperation. The Parties hereby agree to cooperate with each other to the fullest extent possible to effectuate the purposes of this Agreement and to assist each other with the satisfaction of any obligations of such Party under Applicable Laws.

Article VI
Disputes

Section 6.1 Informal Dispute Resolution. The County and the Recipient will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the Parties, if necessary. Except as otherwise set forth herein, if such managers are unable to resolve the dispute within fifteen (15) business days of referral (or any other mutually agreed upon timeframe), the Parties will seek resolution of such disputes pursuant to Section 6.2.

Section 6.2 Jurisdiction and Venue. In the event the informal dispute resolution process described in Section 6.1 is unsuccessful, any legal, equitable, or other action must be initiated in Monroe County, Michigan. The Recipient waives any objections, such as lack of personal jurisdiction or *forum non conveniens* to suit filed against it in Monroe County.

Article VII
Miscellaneous

Section 7.1 Amendment. This Agreement can be modified or amended only by written agreement executed and approved by both Parties in the same manner as required for the initial effectiveness of the Agreement.

Section 7.2 Heirs, Successors, and Assigns; Transferability. All provisions of this Agreement are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the County and the Recipient. This Agreement may not be transferred to any third party except by written agreement of the Parties.

Section 7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 7.4 Governing Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement, except as may otherwise be required by any Applicable Laws.

Section 7.5 No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's contractors are not considered the Recipient's assignees and are not third-party beneficiaries.

Section 7.6 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 7.7 Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: Michael Bosanac
Administrator/Chief Financial Officer
Finance Department
125 East Second Street
Monroe, MI 48161
Email: michael_bosanac@monroemi.org

If to Recipient:

Section 7.8 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. The Covid-19 Pandemic, in and of itself, is not a Force Majeure event

Section 7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 7.10 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 7.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

Section 7.12 Records Maintenance, Inspection, and Audit.

Section 7.12.1 Right of Audit. The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain, and provide to the County or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the ARPA funds or the period required under the Uniform Guidance ("Financial Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

The Recipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold of $750,000 in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. This Single Audit shall be an expense of the Recipient and the Single Audit Report provided as soon as completed by an independent public accounting firm to the County of Monroe.

Section 7.12.2 Right of Inspection. Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

Section 7.12.3 Recipient Monitoring. The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient Assessments, (2) any and all financial or non-financial reporting requested by the County related to the Award (3) written responses to any identified monitoring or audit deficiencies, (4) written responses to internal control questionnaires.

Section 7.13 Application. The provisions of this Agreement and the Applicable Laws apply to the Recipient or any contractor or subcontractor that performs services in connection with this Agreement.

Section 7.14 Captions and Headings. The captions, headings, and titles in this Agreement are intended as a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 7.15 Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

This Agreement is executed by the Parties on the dates indicated below.

	COUNTY OF MONROE
Dated: July 12, 2022	By: Michael Brennan
	Its: Administrator/Chief Financial Officer
	Monroe County Business Development Corporation
Dated: ober 19, 2022	By: Tim Lake
	Its: CEO and President

Monroe County ARPA Funding Agreement
Monroe County ARPA Funding Application
<u>Exhibit A</u>

39049378.6/061970.00112

EXHIBIT B

DEMOREST
LAW FIRM
PRIMERUS
The World's Finest Law Firms
25th Anniversary
PHONE: 248.723.5500
FAX: 248.723.5588
WEB: WWW.DEMOLAW.COM

January 19, 2024

VIA E-MAIL (Michael_bosnac@monroemi.org)

Michael Bosanac
Monroe County Finance Department
125 East Second Street
Monroe, MI 48161

RE: FOIA Request re APRA Grant

Dear Mr. Bosanac:

We submitted a FOIA request on January 11, 2024. We received your answer and documents on January 19, 2024.

The American Rescue Plan Act provided $350,000.00 in funds to Monroe County. We have reviewed the documents provided in your response to our FOIA request and the expenditures total much less than $350,000.00. How much is left of the grant funds? Have any funds been returned to the United States government? Please produce the documents which include any and all information concerning the remaining funds.

Please contact me to discuss this matter.

Sincerely,

DEMOREST LAW FIRM, PLLC

Mark S. Demorest
mark@demolaw.com

MSD/rn
cc: John Swiatek (via email)
Dave Meerhaeghe (via email)

Active/Swiatek/Nanokore LLC (1600)/Correspondence/2024 01 19 sl Bosanac (FIOA).docx

EXHIBIT C

MONROE COUNTY
FINANCE DEPARTMENT
125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

January 25, 2024

Mark Demorest
322 W. Lincoln Avenue
Royal Oak, MI 48067

VIA Email: mark@demolaw.com

Your Freedom of Information request was received by the County of Monroe requesting certain public documents related to the American Rescue Plan Act. This a second request for the similar information contained in your January 11, 2024 correspondence.

The County of Monroe searched for records as outlined in your FOIA request. The search is complete and your request denied. On January 19, 2024, the County provided public documents related to your FOIA request seeking information on payments made under an agreement with the Monroe County Business Alliance. That response included all public documents available. The Michigan Freedom of Information Act does not require a public organization to create reports or documents. Rather we are required to provide public documents that are in our possession. We have done so in the prior response.

In your current request, you also present questions. Michigan Freedom of Information Act is not a question and answer exchange but a request for documents a requestor has identified and action on the part of the public organization to produce and provide the documents in its possession. In this specific instance, we have provided the documents in our possession.

In the event that you are not satisfied with this response, we want to advise you of your rights. You have the right to submit a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial, to the Chairman of the Monroe County Board of Commissioners, Mark Brant.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240. If you seek judicial review and the Court determines that the public records are not exempt from disclosure, you have the right to receive attorney fees and damages.

You may find complete procedures and guidelines on the County of Monroe web site at www.co.monroe.mi.us for further guidance on the County's processing of Michigan Freedom of Information Act requests.

Sincerely,

Michael Bosanac
Administrator/Chief Financial Officer

MONROE COUNTY
FINANCE DEPARTMENT
125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

January 19, 2024

Mark Demorest
322 W. Lincoln Avenue
Royal Oak, MI 48067

VIA Email: mark@demolaw.com

Your Freedom of Information request was received by the County of Monroe requesting certain public documents related to the American Rescue Plan Act.

The County of Monroe searched for records as outlined in your FOIA request. The search is complete and your request granted.

In the event that you are not satisfied with this response, we want to advise you of your rights. You have the right to submit a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial, to the Chairman of the Monroe County Board of Commissioners, Mark Brant.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240. If you seek judicial review and the Court determines that the public records are not exempt from disclosure, you have the right to receive attorney fees and damages.

You may find complete procedures and guidelines on the County of Monroe web site at www.co.monroe.mi.us for further guidance on the County's processing of Michigan Freedom of Information Act requests.

Sincerely,

Michael Bosanac
Administrator/Chief Financial Officer

Michigan's Cornerstone.

MONROE COUNTY
FINANCE DEPARTMENT
125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

January 25, 2024

Mark Demorest
322 W. Lincoln Avenue
Royal Oak, MI 48067

VIA Email: mark@demolaw.com

Your Freedom of Information request was received by the County of Monroe requesting certain public documents related to the American Rescue Plan Act. This a second request for the similar information contained in your January 11, 2024 correspondence.

The County of Monroe searched for records as outlined in your FOIA request. The search is complete and your request denied. On January 19, 2024, the County provided public documents related to your FOIA request seeking information on payments made under an agreement with the Monroe County Business Alliance. That response included all public documents available. The Michigan Freedom of Information Act does not require a public organization to create reports or documents. Rather we are required to provide public documents that are in our possession. We have done so in the prior response.

In your current request, you also present questions. Michigan Freedom of Information Act is not a question and answer exchange but a request for documents a requestor has identified and action on the part of the public organization to produce and provide the documents in its possession. In this specific instance, we have provided the documents in our possession.

In the event that you are not satisfied with this response, we want to advise you of your rights. You have the right to submit a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial, to the Chairman of the Monroe County Board of Commissioners, Mark Brant.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240. If you seek judicial review and the Court determines that the public records are not exempt from disclosure, you have the right to receive attorney fees and damages.

You may find complete procedures and guidelines on the County of Monroe web site at www.co.monroe.mi.us for further guidance on the County's processing of Michigan Freedom of Information Act requests.

Sincerely,

Michael Bosanac

Michael Bosanac
Administrator/Chief Financial Officer

County of Monroe
125 E. Second Street, Monroe, MI 48161
(734) 240 - 7003

FOIA Request for Public Records

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.*

Request No.: __________ Date Received: ___________ Check if received via: ☐ Email ☐ Fax ☐ Other Electronic Method
Date delivered to junk/spam folder: _______________
Date discovered in junk/spam folder: _______________

(Please Print or Type)

Name Mark S. Demorest, Esq.	Phone (248) 723-5500
Firm/Organization Demorest Law Firm, PLLC	Fax (248) 723-5588
Street 322 W. Lincoln Ave.	Email mark@demolaw.com
City Royal Oak State MI	Zip 48067

Request for: ☑ Copy ☐ Certified copy ☑ Record inspection ☐ Subscription to record issued on regular basis

Delivery Method: ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☑ Email to address above
☐ Deliver on digital media provided by the county: ____________________

Note: *The county is not required to provide records in a digital format or on digital media if the county does not already have the technological capability to do so.*

Describe the public record(s) as specifically as possible (Include: Incident Date, Time & Location, if known).
You may use this form or attach additional sheets:

The timeframe of this request is limited to documents dated between 1/1/2022 and the present.

All documents regarding how the $350,000.00 American Rescue Plan Act (ARPA) funds received by Monroe County have been used, pursuant to the attached Monroe County American Rescue Plan Act Funding Agreement.

Provide any and all documents (1) showing the date, amount, payee and purpose of each expenditure of the ARPA Funds; (2) all reports regarding the use of the ARPA Funds; (3) the remaining balance of the ARPA Funds; and (4) all correspondence, emails and memoranda regarding use of the ARPA Funds.

Consent to Non-Statutory Extension of County's Response Time

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.* I understand that the county must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the county's response time for this request until: _______________ (*month, day, year*).

Requestor's Signature [signature] Date 1/9/24

Records Located on Website

If the county directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (***separate exempt information from non-exempt information***).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the county must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the county must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the county has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the county must provide the public records in the specified format (if the county has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on County Website

I hereby stipulate that, even if some or all of the records are located on a county website, I am requesting that the county make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature	Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the county using overtime wages in calculating the following labor costs as itemized in the following categories:

1. ☐ Labor to copy/duplicate **2.** ☐ Labor to locate **3a.** ☐ Labor to redact **3b.** ☐ Contract labor to redact
6b. ☐ Labor to copy/duplicate records already on county's website

Requestor's Signature	Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first $20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, **(ii)** The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: ☐ Affidavit Received ☐ Eligible for Discount ☐ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request: Requestor's Signature:	Date:

Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first $20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

(i) Is made directly on behalf of the organization or its clients.
(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
(iii) Is accompanied by documentation of its designation by the state, if requested by the county.

Office Use: ☐ Documentation of State Designation Received ☐ Eligible for Discount ☐ Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931: Requestor's Signature:	Date:

This form can be downloaded and emailed to the appropriate Monroe County department.

Email: foia_monroecounty@monroemi.org
Email: foia_dispatch@monroemi.org
Email: foia_prosecutor@monroemi.org
Email: foia_sheriff@monroemi.org

MONROE COUNTY AMERICAN RESCUE PLAN ACT FUNDING AGREEMENT

This Monroe County American Rescue Plan Act Funding Agreement (the "Agreement") is made by and between the County of Monroe, State of Michigan ("County") and the Monroe County Business Development Corporation, 9 Washington Street, Monroe, MI 48161 (the "Recipient"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

WHEREAS, the County has received funding from the federal government pursuant to the American Rescue Plan Act ("ARPA") and intends to provide a portion of such funds (the "Grant") to the Recipient for purposes authorized under ARPA to complete the project (the "Project") as described in its Monroe County American Rescue Plan Act Funding Request Application (the "Application") attached as Exhibit A hereto and incorporated herein and briefly described as Revolving Loan Fund targeting microbusiness support and providing consulting services using US SBA criteria; and

WHEREAS, the County has determined to grant the request to provide the Grant in the amount of $350,000.00 (the "Grant Amount"), which represents a portion of the costs of the Project described in the Application of $350,000.00 (the "Costs of the Project"); and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Grant Amount and any Costs of the Project, including any overruns or other expenses not expressly agreed in writing to prior to the expenses being incurred, will not be a liability on the part of the County and will be the responsibility of the Recipient to pay; and

WHEREAS, the Parties have agreed to enter into this Agreement to provide the rights, remedies, and responsibilities of each Party related to the Grant.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Article I
Project; Representations and Warranties

Section 1.1 Construction of the Project. The Recipient shall design and construct the Project pursuant to the terms of this Agreement and Applicable Law (defined below).

Section 1.2 Representations and Warranties.

Section 1.2.1 The County hereby represents and warrants that:

1.2.1.1 The County has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the County and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by the County of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of the County in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

1.2.1.2 The execution, delivery and performance by the County of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the County or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 1.2.2 The Recipient hereby represents and warrants that:

1.2.2.1 The Recipient agrees that it will comply with all federal, state and local laws and regulations to the extent applicable to the receipt and use of the Grant and ARPA funds, and the expenditure of public funds generally, including, but not limited to, the provisions of ARPA, any related state or federal laws (i.e. the Davis Bacon Act), and 2 CFR Part 200 (the "Uniform Guidance") (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) (collectively, "Applicable Law"). The Recipient has undertaken all due and necessary diligence to understand and to comply with all provisions of this Agreement and Applicable Law.

1.2.2.2 The Recipient has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Recipient and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Recipient in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

1.2.2.3 The execution, delivery and performance by the Recipient of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the

Recipient or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

1.2.2.4 The Recipient and its principals have not been debarred by either the federal, state or any local unit of government from receiving state or federal funds, nor are any currently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Neither the Recipient nor any of its principals have any record of violation of any federal, state or local government's procurement, contracting or ethics rules.

1.2.2.5 The Recipient represents and warrants that it has disclosed in writing any existing conflicts of interest involving the County or any contractor or subcontractor of the Recipient which will perform any work on the Project, and that it will disclose in writing to the County any such conflicts that arise during the term of this Agreement. The Recipient represents and warrants that it has not, and will not, offer to the County or any of the County's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with the County.

1.2.2.6 The Recipient shall ensure the Project is completed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. The Recipient will ensure that all contractors, employees or other persons completing the Project have, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

1.2.2.7 The Recipient acknowledges that the County is providing funds for the Costs of the Project up to the Grant Amount. The County is not responsible for any Costs of the Project in excess of the Grant Amount. The Recipient represents that it has sufficient available funds to pay any remaining Costs of the Project and will use such funds to complete the Project.

1.2.2.8 No representation or warranty of the Recipient contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

1.2.2.9 The Recipient expects and intends to comply with all ARPA requirements related to the timing of obligation and expenditure of funds, including the expenditure of the Grant Amount and completion of the Project by December 31, 2024 or as may be extended in writing by the County subject to compliance with ARPA requirements.

Article II
Grant; Costs of the Project

Section 2.1 Grant; Costs of the Project. The County shall reimburse the Recipient for the Costs of the Project up to the Grant Amount. Any remaining amount of the Costs of the Project in excess of the Grant Amount shall be the responsibility of the Recipient. The Recipient shall submit monthly invoices to the County for all or a portion of the Costs of the Project previously incurred, which invoices shall include such supporting documentation from Recipient suppliers and contractors sufficient to support the payment request (including documentation certifying that all subcontractors and suppliers have been paid). Except as provided in this Section and in subsequent cases of emergency that require immediate action to ensure health and safety or to protect life or property, the Recipient must obtain written approval from the County before allowing and/or agreeing to any increases in the cost of design and/or construction (over and above such costs as described in the Application) of the Project.

The County shall pay County-approved invoices within thirty (30) days of receipt thereof. If the County has requested additional supporting documentation for a portion of the costs of the Project in a specific invoice, but has not received such supporting documentation in sufficient time to make payment within the thirty (30) days required herein, it shall pay all properly supported and County-approved costs of the Project contained in that invoice within the requisite 30 day period and shall pay all remaining costs on the invoice at issue within fifteen (15) days of receipt of sufficient supporting documentation, if the County approves of the costs.

Article III
Term and Termination

Section 3.1 Effective Date. This Agreement shall become effective on the date (the "Effective Date") that each of the following events have occurred: (i) the approval of the Board of Commissioners of the County; (ii) the approval by the [Council/Board] of the Recipient; (iii) the execution by an authorized officer of the County; and (iv) the execution by an authorized officer of the Recipient.

Section 3.2 Term and Expiration. This Agreement shall commence on the Effective Date. This Agreement shall naturally expire with no further action on behalf of the parties when implementation and/or construction of the Project is properly and fully completed and the County has remitted final payment to the Recipient for the Costs of the Project as set forth in this Agreement.

Any claims under this Agreement raised in compliance with Section 4.3 below shall survive the expiration of the Agreement. The Recipient shall be entitled to be reimbursed up to the Grant Amount for all Costs of the Project that have been incurred up to the effective date of expiration and have been properly incurred, as approved by the County.

Section 3.3 Termination for Cause. Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the

Recipient to provide all necessary assistance the County requires to comply with the provisions of ARPA and its related regulations.

Any claims under this Agreement raised in compliance with Section 4.3 below shall survive the termination of the Agreement. The Recipient shall be entitled to be reimbursed for all Costs of the Project that have been incurred up to the effective date of termination and have been properly incurred, as approved by the County.

Article IV
Return of Grant Funds; Survival; Indemnification, Liability, and Damages

Section 4.1 Return of Grant Funds. In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Grant in any way, it shall immediately, upon written demand from the County, repay all of the Grant funds previously received pursuant to this Agreement.

Section 4.2 Survival. All of the provisions of this Agreement except Article II shall survive the expiration or early termination of this Agreement.

Section 4.3 Limitation of Liability; No Special Damages. Except as otherwise provided herein, neither Party shall be liable to the other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

Section 4.3 Notice of Claims. If either Party becomes aware of any injury, damages, claim, demand, action, legal proceeding, or other loss that may involve the other Party, whether directly or indirectly, it shall inform the other Party in writing within fifteen (15) business days of becoming aware of the injury, damages, claim, demand, action, legal proceeding, or other loss. Such notice(s) shall be provided in accordance with Section 7.7 of this Agreement.

Section 4.4 Indemnification. To the extent permitted by law, the Recipient shall indemnify and hold harmless the County and the County's employees, agents, directors and officers against all liability arising out of, or resulting from any third Party claim, suit, action or proceeding related to the Grant, this Agreement or the Project and arising out of or resulting from (i) the failure of the Recipient or any of its agents, employees or contractors, to comply with the terms of this Agreement or any Applicable Law; (ii) the failure of the Recipient or any of its agents, employees or contractors, to pay any of its contractors, suppliers, or subcontractors; or (iii) any injury, loss, claim or damages arising from the actions or omissions of the Recipient or an agent, employee, director, officer or contractor of the Recipient.

Article V
Reports; Data Sharing; Cooperation

Section 5.1 Reports, Data, and Information. Each Party shall provide the other Party timely and reasonable access to all data and information in the controlling Party's possession or control related to the Project and/or necessary to comply with all Applicable Laws and reporting obligations related to ARPA Funds. Recipient shall provide the County final "as-built" plans of or related to the Project upon the completion thereof.

Section 5.2 Cooperation. The Parties hereby agree to cooperate with each other to the fullest extent possible to effectuate the purposes of this Agreement and to assist each other with the satisfaction of any obligations of such Party under Applicable Laws.

Article VI
Disputes

Section 6.1 Informal Dispute Resolution. The County and the Recipient will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the Parties, if necessary. Except as otherwise set forth herein, if such managers are unable to resolve the dispute within fifteen (15) business days of referral (or any other mutually agreed upon timeframe), the Parties will seek resolution of such disputes pursuant to Section 6.2.

Section 6.2 Jurisdiction and Venue. In the event the informal dispute resolution process described in Section 6.1 is unsuccessful, any legal, equitable, or other action must be initiated in Monroe County, Michigan. The Recipient waives any objections, such as lack of personal jurisdiction or *forum non conveniens* to suit filed against it in Monroe County.

Article VII
Miscellaneous

Section 7.1 Amendment. This Agreement can be modified or amended only by written agreement executed and approved by both Parties in the same manner as required for the initial effectiveness of the Agreement.

Section 7.2 Heirs, Successors, and Assigns; Transferability. All provisions of this Agreement are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the County and the Recipient. This Agreement may not be transferred to any third party except by written agreement of the Parties.

Section 7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 7.4 Governing Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement, except as may otherwise be required by any Applicable Laws.

Section 7.5 No Third-Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's contractors are not considered the Recipient's assignees and are not third-party beneficiaries.

Section 7.6 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 7.7 Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: Michael Bosanac
Administrator/Chief Financial Officer
Finance Department
125 East Second Street
Monroe, MI 48161
Email: michael_bosanac@monroemi.org

If to Recipient:

Section 7.8 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. The Covid-19 Pandemic, in and of itself, is not a Force Majeure event

Section 7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 7.10 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 7.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

Section 7.12 Records Maintenance, Inspection, and Audit.

Section 7.12.1 Right of Audit. The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain, and provide to the County or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the ARPA funds or the period required under the Uniform Guidance ("Financial Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

The Recipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold of $750,000 in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. This Single Audit shall be an expense of the Recipient and the Single Audit Report provided as soon as completed by an independent public accounting firm to the County of Monroe.

Section 7.12.2 Right of Inspection. Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

Section 7.12.3 Recipient Monitoring. The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient Assessments, (2) any and all financial or non-financial reporting requested by the County related to the Award (3) written responses to any identified monitoring or audit deficiencies, (4) written responses to internal control questionnaires.

Section 7.13 Application. The provisions of this Agreement and the Applicable Laws apply to the Recipient or any contractor or subcontractor that performs services in connection with this Agreement.

Section 7.14 Captions and Headings. The captions, headings, and titles in this Agreement are intended as a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 7.15 Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

This Agreement is executed by the Parties on the dates indicated below.

COUNTY OF MONROE

Dated: July 12, 2022

By: Michael Brown

Its: Administrator/Chief Financial Officer

Monroe County Business Development Corporation

Dated: ober 19, 2022

By: Tim Lake

Its: CEO and President

Monroe County ARPA Funding Agreement
Monroe County ARPA Funding Application
<u>Exhibit A</u>

39049378.6/061970.00112

MONROE COUNTY
FINANCE DEPARTMENT
125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

February 1, 2024

Mr. Mark Brant, Chairman
Monroe County Board of Commissioners
125 East Second Street
Monroe, MI. 48161

Re: Recommendation-Funding Initial Implementation of Monroe Link Plan 2.0

Dear Chairman Brant and Members of the Board:

As requested and following the presentation on the above strategic economic development plan, we have further discussed the details of the funding request with the Business Alliance. The additional information sought to clarify the timing of expenditures and more specifics related to the use of the funds that helped shape our funding recommendation.

The requested amount over five (5) years was presented at $760,174. The full view of program expenditures to begin implementation of the four (4) pillars of the Link Plan is as follows:

MiCornerstone	$244,000
Prepare for Investment	$201,000
Talent Development	$135,000
Launch 734	$745,500
Administrative Expenses	$37,648
Project Management	$150,000
Total	$1,513,148

After the presentation and the input from the Board on alternate funding sources, we have modified the funding approach to take this into consideration and front load the program expenses and accelerate the effort to implement all four plan pillars as follows:

Link Pillar	Year 1	Year 2	Year 3	Year 4	Year 5	Funding Source	Totals/Prove
MiCornerstone	$ 25,000	$ 150,000	$ 50,000	$ 19,000	$ -	General Fund	$ 244,000
Prepare for Investment	$ 201,000	$ -	$ -	$ -	$ -	ARPA	$ 201,000
Talent Development	$ 70,000	$ 65,000	$ -	$ -	$ -	General Fund	$ 135,000
Launch 734	$ 188,822	$ 192,352	$ 112,228	$ 126,050	$ 126,048	ARPA (Yr 1 & 2) MCBA (Yr 3-5)	$ 745,500
Sub-total	***$ 484,822***	***$ 407,352***	***$ 162,228***	***$ 145,050***	***$ 126,048***	***$ 1,325,500***	***$ 1,325,500***
					Business Alliance	Administrative & Project Mgt.	$ 187,648
						Total Budget	**$ 1,513,148**

The summary totals and the amount of the revised funding plan from the County is shown below. We felt it more beneficial to front load the funding and use this approach as a catalyst for moving the priority actions of the plan pillars as quickly as we can. This will take advantage of time rather than delay activities since funding is readily available. The amount to the County General Fund is less than the initial ask as we outline the utilization of ARPA funding. Funding is under the categories of:

a) EC2- Address Negative Economic Impacts for Launch 734 programming, and;
b) EC5-Infrastructure that provides resources for planning and feasibility prior to proceeding with approved infrastructure category projects.

Totals	
County:	**MCBA:**
General Fund-$379,000	Adm. Expense- $37,648
ARPA- $582,174	Project Mgt.- $150,000
	Launch 734- $364,326
Total-$961,174	**Total-$551,974**

The County is able appropriate resources to proceed under this plan. As a top priority of the Board, it invests available resources into economic development under the County's strategic plan.

Upon approval of the Board, we will prepare separate contracts to establish the contractual services for the funding programs under the American Rescue Plan Act.

If you have any questions or need any further information with respect to the recommendation, please contact me.

Sincerely,

Michael Bosanac
Administrator/Chief Financial Officer