



AGENDA
OTSEGO COUNTY BOARD OF ROAD COMMISSIONERS
THURSDAY, FEBRUARY 12, 2026, AT 9:00 A.M.

ITEM 1 – CALL TO ORDER/PLEDGE OF ALLEGIANCE

ITEM 2 - ROLL CALL

ITEM 3 – AGENDA CHANGES/APPROVAL OF AGENDA

ITEM 4 – CONSENT CALENDAR

- A. Minutes: The Board approves the Regular Meeting Minutes dated January 8, 2026.
- B. The Board approves Payroll #1 (\$141,465.15), and Payroll #2 (\$107,286.73).
- C. The Board approves Accounts Payable: C/1-2 (\$206,665.22), and C/2-1 (\$434,021.95), and the Accounts Payable Check Register dated 1/01/2026 to 1/31/2026.

ITEM 5 – GUEST SPEAKERS

- A. Neil Drzewiecki, Otsego County Board Liaison

ITEM 6 – PUBLIC COMMENT (AGENDA ITEMS ONLY)

ITEM 7– OLD BUSINESS/UNFINISHED BUSINESS

ITEM 8 – NEW BUSINESS

- A. Road Use Agreement
- B. Resolution R26-1 (MDOT Contract 25-5621 Safety Signage)
- C. Bid Award – Annual Gravel Stabilization
- D. Bid Award – 2026 Chip Seal Program
- E. Bid Award – Knoch Road Re-Gravel Project
- F. Bid Award – Kujawa Road, Turtle Lake Road, Meridian Line Road, Crapo Lake Road
- G. Engineering Services/Engineer of Record
- H. Organizational Chart
- I. Operations/Engineer Technician Position
- J. MERS RHFV Plan Fund Distribution

ITEM 9 – STAFF REPORTS

- A. Managing Director, Finance Manager, Facilities/Equipment Supervisor, Road Maintenance Supervisors, Weighmaster.

ITEM 10 – COMMUNICATIONS

- A. Upcoming OCRC Board Meeting Dates: March 12, 2026
- B. CRA Highway Conference & Road Show: March 24-26, 2026.

ITEM 11 – PUBLIC COMMENT (GENERAL COMMENTS/ADDRESS THE BOARD)

ITEM 12 – COMMISSIONER COMMENT

ITEM 13 – ADJOURNMENT



Otsego County Road Commission Agenda Item Report

FROM: Rebecca Hilmert, Finance Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 4 A.B.C
SUBJECT: Consent Calendar

DESCRIPTION

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together without discussion. Any member of the Commission, staff, or the public may ask that any item on the Consent Calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

If an item is not removed from the Consent Calendar, all items listed are approved by a single Commission action approving the Consent Calendar. The Finance Manager recommends the following items be approved:

- A. Minutes: The Board approves the Regular Meeting Minutes dated January 8, 2026.
- B. The Board approves Payroll: #1 (\$141,465.15), and Payroll #2 (\$107,286.73).
- C. The Board approves Accounts Payable: C/1-2 (\$206,665.22), and C/2-1 (\$434,021.95) and the Accounts Payable Check Register dated 12/01/2026 to 1/31/2026.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the February 12, 2026, consent calendar as presented.

UNAPPROVED
MINUTES for the
REGULAR MEETINGS OF THE
OTSEGO COUNTY ROAD COMMISSION
HELD ON THURSDAY, JANUARY 8, 2026, AT 9:00 A.M.

ITEM 1 – CALL TO ORDER/PLEDGE OF ALLEGIANCE

- Meeting called to order by Chairman Huff, at 9:00 a.m. and Pledge of Allegiance.

ITEM 2 - ROLL CALL

- Upon roll call, the following Commissioners responded:
Dipzinski, Present
Camiller, Present
Gordon, Present
Heinz, Present
Huff, Present

The following staff members were present: Kirk Harrier, Managing Director; Scott Butkovich, Operations Manager; Rebecca Hilmert, Finance Manager/Board Secretary; David Fox, Equipment/Facilities Supervisor; Steve Mench, Road Maintenance Supervisor

ITEM 3 – AGENDA CHANGES/APPROVAL OF AGENDA

- Motion by Heinz to approve the agenda as presented, seconded by Dipzinski. Five ayes, no nays. Motion carried.

ITEM 4 – CONSENT CALENDAR

- A. Minutes: The Board approves the Regular Meeting Minutes dated December 11, 2025, and the Special Meeting Minutes dated January 2, 2026.
 - B. The Board approves Payroll: #25 (\$96,658.27), and Payroll #26 (\$95,080.51).
 - C. The Board approves Accounts Payable: C/12-2 (\$138,603.47) and C/1-1 (\$137,065.80), and the Accounts Payable Check Register dated 12/01/2025 to 12/31/2025.
- Motion by Gordon to approve the January 8, 2026, Consent Calendar as presented, seconded by Camiller. Five ayes, no nays. Motion carried.

ITEM 5 – GUEST SPEAKERS

- A. Neil Drzewiecki, Otsego County Board of Commissioners – updated the board regarding the reorganization of the County Board of Commissioners. Commissioner Drzewiecki is to remain on the roads sub-committee.

ITEM 6 – PUBLIC COMMENT

- A. None

ITEM 7 – OLD BUSINESS/UNFINISHED BUSINESS

- A. None

ITEM 8 – NEW BUSINESS

- A. 2026 Procedural Rules
 - a. Motion by Gordon to adopt Policy No. P26-1, 2026 Procedure Rules as presented, seconded by Heinz. Five ayes, no nays. Motion carried.
- B. 2026 Meeting Schedule
 - a. Motion by Camiller to approve the 2026 Meeting Schedule as presented, seconded by Dipzinski. Five ayes, no nays. Motion carried.

- C. Engineering Services/Engineer of Record RFP Review
 - a. **Motion by Gordon to approve the selection of Prein&Newhof, Huron Engineering, and OHM to conduct in-person interviews with Otsego County Road Commission staff on a future date to be scheduled by the Manager, seconded by Camiller. Discussion. Five ayes, no nays. Motion carried.**

ITEM 9 – STAFF REPORTS

- A. Managing Director reported that he has hired a Weighmaster and sent him to Bay City for training, and a job posting will be soon added for an additional Route Maintenance Supervisor.
- B. Operations Manager notified the board that bids for Chip Seal, Dust Control and Gravel have been posted. The price for Pavement Markings has been extended for the 2026 season. Bids for the Roundabouts and primary road projects are being worked on.
- C. Finance Manager updated the board on November MTF received, year-end and audit proceedings.
- D. Facilities/Equipment Supervisor updated the board on damages to unit #722.
- E. Road Maintenance Supervisor gave an update regarding plowing roads.

ITEM 10 – COMMUNICATIONS

- A. Upcoming OCRC Board Meeting Dates: February 10, 2026

ITEM 11– PUBLIC COMMENT

- A. None

ITEM 12– COMMISSIONER COMMENT

- A. Commissioner Gordon questioned the absence of local road projects.
- B. Commissioner Heinz questioned how the new snowmobile trail on Passenheim Road was fairing for the driver

ITEM 13 – ADJOURNMENT

- **Motion by Dipzinski to adjourn meeting at 9:43 a.m., seconded by Gordon. Five ayes, no nays. Motion carried.**

Troy Huff, Chairman

Rebecca Hilmert, Board Secretary

Payroll Gross for P/R of 1/8/2026

PR #1

1/7/2026

12/20/2025 to 1/2/2026

Emp Nbr and Name	Regular Hours	Total Hours	Gross Amt
264 Huff III,Russell	0.00	0.00	\$500.00
277 Fox,David	280.00	290.00	\$10,896.00
280 Kwapis,Earl	0.00	0.00	\$500.00
284 Kwapis Jr.,Stanley	80.00	143.00	\$5,081.21
287 Myers,Joseph	74.00	102.00	\$3,138.18
294 Mench,Steven	226.00	253.00	\$9,844.98
295 Boughner,Alan	77.84	110.34	\$3,501.66
299 Hinton,Justin	80.00	144.00	\$5,189.94
303 Coughlin Jr.,Thomas	80.18	95.68	\$2,776.21
307 Stiles,William	153.76	203.76	\$6,252.68
308 Wcisel,David	57.48	115.98	\$3,879.63
311 Wiley,James	60.50	84.50	\$2,243.59
314 Kucharek,Joseph	80.84	100.84	\$3,169.11
316 Jones,Tianne	115.00	115.00	\$3,144.58
317 Mitchell Jr.,Dennis	65.00	80.00	\$2,563.36
318 Huff,Troy	0.00	0.00	\$426.09
321 Tracey,Benjamin	65.63	82.63	\$2,401.02
323 Falkenhagen,Robert	66.17	104.17	\$3,156.51
324 Dipzinski,Michael	0.00	0.00	\$369.64
326 Heinz,Kathy	0.00	0.00	\$372.64
327 Garlock,Cody	80.00	101.50	\$3,058.24
328 Harrier,Kirk	200.00	200.00	\$10,270.64
329 Gordon,Lukas	0.00	0.00	\$372.14
331 Boettner,Cary	66.50	80.00	\$2,184.16
335 Pettis,Charles	76.00	80.00	\$1,885.92
336 Hilmert,Rebecca	80.00	80.00	\$2,710.56
337 Johnson,Zachary	80.00	104.50	\$3,118.40
338 Coady,Patrick	78.13	94.13	\$2,758.99
342 Alexander,Alexis	64.50	95.50	\$2,781.18
344 Mayle,Michael	51.50	82.00	\$2,168.22
345 Butkovich,Scott	80.00	103.50	\$4,511.87
346 Ford,Logan	80.00	119.50	\$4,330.38
347 Joyce,Caleb	80.00	109.50	\$3,413.83
348 Huff,Justin	75.84	130.34	\$4,398.35
349 Mathers,Andrew	38.17	94.67	\$2,748.88
350 Camiller,James	0.00	0.00	\$366.64
351 Nuell,Matthew	80.00	91.25	\$2,604.73
352 O'Rourke,Michael	80.00	97.00	\$2,794.72
353 Carpenter,Amber	67.00	80.00	\$2,063.36
354 Anderson,Drew	62.00	80.00	\$2,563.36
355 Hallenbeck,Kyle	66.50	80.00	\$2,184.16
903 BANK,HORIZON	0.00	0.00	\$8,769.39
Total of Employee checks:	3,048.54	3,928.29	\$141,465.15

Gross Pay by Fund:

	Total
201	141,465.15
Total	141,465.15

Approved: February 10, 2026

Troy Huff, Chairman

Payroll Gross for P/R of 1/22/2026

PR #2

1/20/2026

1/3/2026 to 1/16/2026

Emp Nbr and Name	Regular Hours	Total Hours	Gross Amt
277	Fox,David	147.00	\$5,500.54
284	Kwapis Jr.,Stanley	80.00	\$3,631.20
287	Myers,Joseph	80.00	\$2,449.70
294	Mench,Steven	80.00	\$4,057.44
295	Boughner,Alan	80.00	\$3,170.20
299	Hinton,Justin	80.00	\$3,631.20
303	Coughlin Jr.,Thomas	80.00	\$3,176.75
307	Stiles,William	80.00	\$2,606.90
308	Wcisel,David	72.00	\$2,338.35
311	Wiley,James	80.00	\$2,097.75
314	Kucharek,Joseph	80.00	\$2,521.80
316	Jones,Tianne	80.00	\$2,244.00
317	Mitchell Jr.,Dennis	55.84	\$2,129.01
318	Huff,Troy	0.00	\$409.09
321	Tracey,Benjamin	80.00	\$2,688.13
323	Falkenhagen,Robert	80.00	\$2,744.45
324	Dipzinski,Michael	0.00	\$363.64
326	Heinz,Kathy	0.00	\$363.64
327	Garlock,Cody	80.00	\$2,790.30
328	Harrier,Kirk	80.00	\$4,221.60
329	Gordon,Lukas	0.00	\$363.64
331	Boettner,Cary	71.00	\$2,220.00
335	Pettis,Charles	80.00	\$1,916.00
336	Hilmert,Rebecca	80.00	\$2,775.21
337	Johnson,Zachary	80.00	\$3,451.85
338	Coady,Patrick	80.00	\$2,096.00
342	Alexander,Alexis	80.00	\$2,528.30
344	Mayle,Michael	80.00	\$2,901.65
345	Butkovich,Scott	80.00	\$4,036.45
346	Ford,Logan	80.00	\$2,882.00
347	Joyce,Caleb	80.00	\$3,347.05
348	Huff,Justin	80.00	\$2,489.00
349	Mathers,Andrew	80.00	\$3,641.81
350	Camiller,James	0.00	\$363.64
351	Nuell,Matthew	80.00	\$2,253.20
352	O'Rourke,Michael	80.00	\$2,469.35
353	Carpenter,Amber	68.00	\$2,096.00
354	Anderson,Drew	67.50	\$2,096.00
355	Hallenbeck,Kyle	75.50	\$2,220.00
356	Crane,Stefan	23.50	\$705.00
903	BANK,HORIZON	0.00	\$7,298.89
Total of Employee checks:	2,740.34	3,189.59	\$107,286.73

Gross Pay by Fund:

	Total
201	107,286.73
Total	107,286.73

Approved: February 10, 2026

Troy Huff, Chairman

Payables Prepay Report

1/26/2026 Utilities/Insurance/Safet

Show Distributions? (Y/N): N - Do Not Show Distributions

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Payment Type: EFTP					
Vendor: MERCHANT: Merchants Fleet					
1080819	12/13/2025	RAM Rental	500.00	0.00	500.00
1080819-D01	12/17/2025	RAM Rental	40.00	0.00	40.00
1080819i9	12/8/2025	RAM Rental	688.92	0.00	688.92
1080820-D01	12/15/2025	RAM Rental	80.00	0.00	80.00
1081341	12/13/2025	Chevy Rental	500.00	0.00	500.00
1081341-D01	12/17/2025	Chevy Rental	40.00	0.00	40.00
1081341i9	12/8/2025	Chevy Rental	837.36	0.00	837.36
Vendor Totals:			2,686.28	0.00	2,686.28
Vendor: MIWAM: State of Michigan UIA					
L0156133677	12/31/2025	J Harris UIA Benefits	2,676.00	0.00	2,676.00
Vendor Totals:			2,676.00	0.00	2,676.00
EFTP Grand Totals:			5,362.28	0.00	5,362.28
			2 EFTP Vendors		
Payment Type: Checks					
Vendor: AIRGAS: AIRGAS USA, LLC					
Check Nbr: 621615					
5521509930	12/31/2025	Cylinder Rental	15.20	0.00	15.20
Check Totals:			15.20	0.00	15.20
Vendor: ALANBOUG: Alan Boughner					
Check Nbr: 621616					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: ALERUS: Alerus Financial					
Check Nbr: 621617					
Batch 33	1/8/2026	Employer Portion HCSP	3,175.89	0.00	3,175.89
Batch 35	1/22/2025	Employer Portion HCSP	3,144.00	0.00	3,144.00
Batch 368	1/8/2026	Employer Portion 457	1,529.98	0.00	1,529.98
Batch 370	1/22/2026	Employer Portion 457	1,332.72	0.00	1,332.72
Check Totals:			9,182.59	0.00	9,182.59
Vendor: ALEXANDE: Alexis Alexander					
Check Nbr: 621618					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: AMBERCAR: Amber Carpenter					
Check Nbr: 621619					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: ANDREWMA: Andrew Mathers					
Check Nbr: 621620					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: ATMOBIL: AT&T Mobility					
Check Nbr: 621621					
287318351177X	1/6/2026	Foreman Phones, GPS	1,831.96	0.00	1,831.96
287339252526X	1/6/2026	Foreman Phones	72.48	0.00	72.48

Payables Prepay Report
 1/26/2026 Utilities/Insurance/Safet

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Check Totals:			1,904.44	0.00	1,904.44
Vendor: BENTRACE: Ben Tracey					
Check Nbr: 621622					
2026 Safety/Tool	1/26/2026	2026 Safety/Tools	1,000.00	0.00	1,000.00
Check Totals:			1,000.00	0.00	1,000.00
Vendor: BURNHAM: Burnham & Flower					
Check Nbr: 621623					
BFG-1544143	1/15/2026	4th Quarter HRA Premiums	52.50	0.00	52.50
Check Totals:			52.50	0.00	52.50
Vendor: CALEBJOY: Caleb Joyce					
Check Nbr: 621624					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: CARYBOE: Cary Boettner					
Check Nbr: 621625					
2026 Safety/Tool	1/26/2026	2026 Safety/Tools	1,000.00	0.00	1,000.00
Check Totals:			1,000.00	0.00	1,000.00
Vendor: CITYOFGA: City of Gaylord					
Check Nbr: 621626					
MCCO-000669-(1/2/2026	Water/Sewer	86.29	0.00	86.29
Check Totals:			86.29	0.00	86.29
Vendor: COADYPAT: Patrick Coady					
Check Nbr: 621627					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: CODYGARL: Cody Garlock					
Check Nbr: 621628					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: COGITA: Cogitate, Inc.					
Check Nbr: 621629					
81029	1/20/2026	Accounting Software, MyWork Timecard	8,738.00	0.00	8,738.00
Check Totals:			8,738.00	0.00	8,738.00
Vendor: DELTADEN: Delta Dental					
Check Nbr: 621630					
RIS0006806699	2/1/2026	Dental Insurance	4,014.36	0.00	4,014.36
Check Totals:			4,014.36	0.00	4,014.36
Vendor: DENNISMI: Dennis Mitchell					
Check Nbr: 621631					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: DREWANDE: Drew Anderson					
Check Nbr: 621632					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00

Payables Prepay Report
1/26/2026 Utilities/Insurance/Safet

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Vendor: GAYLORDM: Gaylord Machine & Fabrication, LLC					
Check Nbr: 621633					
1286-17767	12/30/2025	Steel for New Plow Builds	603.77	0.00	603.77
Check Totals:			603.77	0.00	603.77
Vendor: GFLENVIR: GFL Environmental					
Check Nbr: 621634					
0071383181	12/31/2025	Trash Removal	189.81	0.00	189.81
0071383207	12/31/2025	Trash Removal	232.45	0.00	232.45
Check Totals:			422.26	0.00	422.26
Vendor: GREATLA: Great Lakes Energy					
Check Nbr: 621635					
100269003	1/16/2026	TL@ Krys/McCoy	61.29	0.00	61.29
Check Totals:			61.29	0.00	61.29
Vendor: HENNLESP: Henn Lesperance PLC					
Check Nbr: 621636					
15246	1/9/2026	Legal Expense	192.00	0.00	192.00
Check Totals:			192.00	0.00	192.00
Vendor: HILMERTR: Rebecca Hilmert					
Check Nbr: 621637					
Jan Mileage	1/26/2026	Cogitate Workgroup: Wexford CRC	70.62	0.00	70.62
Check Totals:			70.62	0.00	70.62
Vendor: HUMAN: Humana Insurance Co.					
Check Nbr: 621638					
692915215	1/14/2026	Retiree Healthcare	11,720.27	0.00	11,720.27
Check Totals:			11,720.27	0.00	11,720.27
Vendor: J&HFAMIL: Exit 76 Corporation					
Check Nbr: 621639					
CP000686	12/31/2025	Fuel	88,456.14	0.00	88,456.14
Check Totals:			88,456.14	0.00	88,456.14
Vendor: JIMWILEY: Jim Wiley					
Check Nbr: 621640					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: JOEKUCHA: Joe Kucharek					
Check Nbr: 621641					
2026 Safety/Tool	1/26/2026	2026 Safety/Tools	1,000.00	0.00	1,000.00
Check Totals:			1,000.00	0.00	1,000.00
Vendor: JOHNSONZ: Zachary Johnson					
Check Nbr: 621642					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: JUSTINHI: Justin Hinton					
Check Nbr: 621643					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00

Payables Prepay Report
1/26/2026 Utilities/Insurance/Safet

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Vendor: JUSTINHU: Justin Huff					
Check Nbr: 621644					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: KYLEHALL: Kyle Hallenbeck					
Check Nbr: 621645					
2026 Safety/Tool	1/26/2026	2026 Safety/Tools	1,000.00	0.00	1,000.00
Check Totals:			1,000.00	0.00	1,000.00
Vendor: LAFONTAI: LAFONTAINE CHRYSLER DODGE JEEP RAM OF LANSING					
Check Nbr: 621646					
TG261269	1/15/2026	2025 RAM Tradesman	48,912.00	0.00	48,912.00
Check Totals:			48,912.00	0.00	48,912.00
Vendor: LOGANFOR: Logan Ford					
Check Nbr: 621647					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: MATTNUEL: Matt Nuell					
Check Nbr: 621648					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: MIKEMAYL: Michael Mayle					
Check Nbr: 621649					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: MIKEOROU: Michael O'Rourke					
Check Nbr: 621650					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: MUTOMA: Mutual of Omaha					
Check Nbr: 621651					
002027689043	1/16/2026	LTD/STD/ACC/L	3,580.94	0.00	3,580.94
Check Totals:			3,580.94	0.00	3,580.94
Vendor: MYEJOE: JOSEPH MYERS					
Check Nbr: 621652					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: OCRC: Otsego County Road Commission					
Check Nbr: 621653					
1/20/26-1/26/26	1/25/2026	HRA Reimbursement	3,256.90	0.00	3,256.90
1/6/26-1/12/26	1/11/2026	HRA Reimbursement	1,782.93	0.00	1,782.93
Check Totals:			5,039.83	0.00	5,039.83
Vendor: PETTISCH: Charles Pettis					
Check Nbr: 621654					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00

Payables Prepay Report
 1/26/2026 Utilities/Insurance/Safet

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Vendor: PREIN&NE: Prein & Newhof					
Check Nbr: 621655					
93778	1/12/2026	RAB Design & CE	1,221.00	0.00	1,221.00
Check Totals:			1,221.00	0.00	1,221.00
Vendor: ROBFAL: Robert Falkenhagen					
Check Nbr: 621656					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: SCANSOUR: ScanSource, Inc.					
Check Nbr: 621657					
5500020523	1/20/2026	Telephone Services	388.78	0.00	388.78
Check Totals:			388.78	0.00	388.78
Vendor: STANLEYK: Stanley Kwapis					
Check Nbr: 621658					
2026 Safety	1/26/2026	2026 Safety Allowance	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: STATE2: State of Michigan EGLE					
Check Nbr: 621659					
761-11381297	12/11/2025	Stream Gaging: Otsego Lake Drain	4,478.00	0.00	4,478.00
Check Totals:			4,478.00	0.00	4,478.00
Vendor: STIBIL: Billy Stiles					
Check Nbr: 621660					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: TOMCOUGH: Thomas Coughlin, Jr.					
Check Nbr: 621661					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Vendor: USBANK: US Bank Equipment Finance					
Check Nbr: 621662					
572858173	1/8/2026	Copier	362.66	0.00	362.66
Check Totals:			362.66	0.00	362.66
Vendor: WADTRI: WADE TRIM					
Check Nbr: 621663					
3042321	1/22/2026	Little Bear Lake Survey	600.00	0.00	600.00
Check Totals:			600.00	0.00	600.00
Vendor: WCIDAV: Dave Wcisel					
Check Nbr: 621664					
2026 Safety	1/26/2026	2026 Safety	300.00	0.00	300.00
Check Totals:			300.00	0.00	300.00
Checks Grand Totals:		50 Checks	201,302.94	0.00	201,302.94
Grand Totals:		52 ACH Vendors/EFTP Vendors/Chc	206,665.22	0.00	206,665.22

Payables Prepay Report

2-12-2026 Board Pay

Show Distributions? (Y/N): N - Do Not Show Distributions

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Payment Type: EFTP					
Vendor: FIRSTB: First National Bank of Omaha					
1408	1/29/2026	D. Fox	827.71	0.00	827.71
4288	1/29/2026	S. Butkovich	-290.00	0.00	-290.00
5602	1/29/2026	K. Harrier	1,429.96	0.00	1,429.96
9809	1/29/2026	S. Mench	86.65	0.00	86.65
Vendor Totals:			2,054.32	0.00	2,054.32
Vendor: MARATHON: WEX BANK					
110335002	1/31/2026	Fuel	412.44	0.00	412.44
Vendor Totals:			412.44	0.00	412.44
Vendor: MERS: MERS of Michigan					
00175506-7	1/31/2026	Retirement	78,741.13	0.00	78,741.13
Vendor Totals:			78,741.13	0.00	78,741.13
EFTP Grand Totals:			81,207.89	0.00	81,207.89
			3 EFTP Vendors		
Payment Type: Checks					
Vendor: ALERUS: Alerus Financial					
Check Nbr: 621665					
Batch 37	2/5/2026	Employer Portion HCSP	3,155.08	0.00	3,155.08
Batch 372	2/5/2026	Employer Portion 457	1,444.11	0.00	1,444.11
Check Totals:			4,599.19	0.00	4,599.19
Vendor: ALMA: Aima Tire Service, Inc.					
Check Nbr: 621666					
517021725	1/6/2026	Tires	910.14	0.00	910.14
517021988	1/15/2026	Tires	910.14	0.00	910.14
517022119	1/16/2026	Tire Repair	71.78	0.00	71.78
Check Totals:			1,892.06	0.00	1,892.06
Vendor: BAUERBUI: Bauer Built Tire					
Check Nbr: 621667					
615004208	1/23/2026	Tires	9,190.72	0.00	9,190.72
Check Totals:			9,190.72	0.00	9,190.72
Vendor: BCN: Blue Care Network of MI					
Check Nbr: 621668					
260020123862	1/2/2026	Health Insurance	64,146.44	0.00	64,146.44
260340008970	2/3/2026	Health Insurance	61,685.45	0.00	61,685.45
Check Totals:			125,831.89	0.00	125,831.89
Vendor: BRADYIND: Brady Industries					
Check Nbr: 621669					
11111874	1/8/2026	Cleaning Supplies, Sidewalk Salt	281.26	0.00	281.26
Check Totals:			281.26	0.00	281.26
Vendor: BRYCESEE: Bryce Seeley, Inc.					
Check Nbr: 621670					
01202675137	1/20/2026	Shop Tools	42.00	0.00	42.00
Check Totals:			42.00	0.00	42.00

Payables Prepay Report
2-12-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Vendor: CHATERCO: Charter Communications					
Check Nbr: 621671					
0054030010201	2/1/2026	Internet	13.00	0.00	13.00
Check Totals:			13.00	0.00	13.00
Vendor: CINTAS: Cintas Corporation #729					
Check Nbr: 621672					
4255687722	1/8/2026	Uniforms, Floor Mats	100.88	0.00	100.88
4256265001	1/14/2026	Uniforms, Floor Mats	101.46	0.00	101.46
4257000186	1/21/2026	Uniforms, Floor Mats	97.50	0.00	97.50
4257743952	1/28/2026	Uniforms, Floor Mats	97.50	0.00	97.50
4258491344	2/4/2026	Uniforms, Floor Mats	101.88	0.00	101.88
Check Totals:			499.22	0.00	499.22
Vendor: CONSUME: Consumers Energy					
Check Nbr: 621673					
203056204224	1/31/2026	TL @Krys/McCoy	53.42	0.00	53.42
203857110071	1/22/2026	Electricity	2,462.17	0.00	2,462.17
Check Totals:			2,515.59	0.00	2,515.59
Vendor: CRANESTE: Stefan Crane					
Check Nbr: 621674					
Order 31573536	2/2/2026	Uniforms	151.06	0.00	151.06
Check Totals:			151.06	0.00	151.06
Vendor: CUMMINSI: Cummins Inc					
Check Nbr: 621675					
S1-260171047	1/14/2026	Engine Software	820.00	0.00	820.00
Check Totals:			820.00	0.00	820.00
Vendor: DELTACOL: Delta College Public Safety & Training					
Check Nbr: 621676					
5060658	1/15/2026	Truck Traffic Enforce Seminar	400.00	0.00	400.00
Check Totals:			400.00	0.00	400.00
Vendor: ELECTRIC: Electrical Terminal Service, Inc.					
Check Nbr: 621677					
2460363-00	1/7/2026	Work Light	171.70	0.00	171.70
2460786-00	1/7/2026	Bin Stock	453.99	0.00	453.99
2460786-01	2/3/2026	Bin Stock	22.75	0.00	22.75
Check Totals:			648.44	0.00	648.44
Vendor: EVERON: EVERON, LLC					
Check Nbr: 621678					
19877752	1/15/2026	Fire Monitoring	1,645.12	0.00	1,645.12
Check Totals:			1,645.12	0.00	1,645.12
Vendor: FEDERALF: Federal Fluid Power, Inc.					
Check Nbr: 621679					
147529	1/19/2026	Hyd Fittings	8.08	0.00	8.08
148108	1/30/2026	Plow Cyl. & Trans Hoses	829.44	0.00	829.44
148290	2/3/2026	Trans Hoses	454.60	0.00	454.60
148389	2/4/2026	Hyd Hoses	935.63	0.00	935.63
Check Totals:			2,227.75	0.00	2,227.75

Payables Prepay Report
2-12-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: GAYLOR: Gaylord Collision, Inc.					
Check Nbr: 621680					
RO 9904 FINAL	7/28/2025	985 Repair: Ice Storm	6,919.33	0.00	6,919.33
Check Totals:			6,919.33	0.00	6,919.33
Vendor: GAYLOREY: Gaylord Eye Care Center					
Check Nbr: 621681					
297816027	9/22/2025	C. Boettner Safety Glasses	81.00	0.00	81.00
299284485	10/6/2025	J. Kucharek Safety Glasses	80.00	0.00	80.00
Check Totals:			161.00	0.00	161.00
Vendor: GFLNA1: GFL Environmental					
Check Nbr: 621683					
LQ03210507	1/6/2026	Waste Water Disposal	1,767.75	0.00	1,767.75
LQ03210514	1/6/2026	State Brine	2,160.00	0.00	2,160.00
LQ03212555	1/7/2026	Waste Water Disposal	1,765.50	0.00	1,765.50
LQ03230616	1/20/2026	Waste Water Disposal	1,764.00	0.00	1,764.00
LQ03246945	1/29/2026	Waste Water Disposal	1,779.75	0.00	1,779.75
LQ03250911	1/30/2026	Analytical	544.60	0.00	544.60
LQ03258822	1/31/2026	Waste Water Disposal	1,779.75	0.00	1,779.75
LQ03264113	2/6/2026	Waste Water Disposal	1,783.50	0.00	1,783.50
Check Totals:			13,344.85	0.00	13,344.85
Vendor: GINOPHIL: Ginop Sales, Inc.					
Check Nbr: 621684					
HP63633	1/20/2026	Air Filter, Shear Bolts	112.38	0.00	112.38
Check Totals:			112.38	0.00	112.38
Vendor: GRANDT: Grand Traverse Mobile Communications					
Check Nbr: 621685					
62675	1/7/2026	Main Garage Camera	3,249.00	0.00	3,249.00
62753	1/28/2026	FCC Renewal	95.00	0.00	95.00
Check Totals:			3,344.00	0.00	3,344.00
Vendor: HENNLESP: Henn Lesperance PLC					
Check Nbr: 621686					
15407	1/9/2026	Attorney	1,863.00	0.00	1,863.00
15432	2/10/2026	Attorney	1,344.00	0.00	1,344.00
Check Totals:			3,207.00	0.00	3,207.00
Vendor: HOTSYS: Hotsy of Mid-Michigan					
Check Nbr: 621687					
44867	1/6/2026	Power Washer Soap	319.50	0.00	319.50
Check Totals:			319.50	0.00	319.50
Vendor: J&HFAMIL: Exit 76 Corporation					
Check Nbr: 621688					
1/31/25 Stateme	1/31/2025	Non-Inventory & Other	670.03	0.00	670.03
CP000788	1/31/2026	Fuel	85,259.30	0.00	85,259.30
Check Totals:			85,929.33	0.00	85,929.33
Vendor: LAWSONPR: Lawson Products, Inc.					
Check Nbr: 621689					
9313133212	1/14/2026	Paint	424.44	0.00	424.44

Payables Prepay Report
2-12-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
9313137143	1/15/2026	Hyd Fittings	472.36	0.00	472.36
Check Totals:			896.80	0.00	896.80
Vendor: LOAMET: LOADOMETER CORP.					
Check Nbr: 621690					
1513	1/29/2026	Weighmaster Scales	11,990.00	0.00	11,990.00
Check Totals:			11,990.00	0.00	11,990.00
Vendor: MANLEYRO: Rodger Manley					
Check Nbr: 621691					
010-425-000-06	2/6/2026	Good Fairth Offer Parcel 010-425-000	5,345.76	0.00	5,345.76
Check Totals:			5,345.76	0.00	5,345.76
Vendor: MCVEIGH: McVeigh's Truck Springs					
Check Nbr: 621692					
031451	1/13/2026	Suspension Rods	583.06	0.00	583.06
Check Totals:			583.06	0.00	583.06
Vendor: MIDSTATE: Mid-States Bolt & Screw Co.					
Check Nbr: 621694					
33012092	1/13/2026	Bin Stock	18.16	0.00	18.16
33016774	1/20/2026	Bin Stock	153.74	0.00	153.74
33018352	1/22/2026	Bin Stock	741.26	0.00	741.26
33021750	1/29/2026	Bin Stock	36.93	0.00	36.93
33022847	1/30/2026	Bin Stock	190.45	0.00	190.45
33024715	2/3/2026	Bin Stock	27.61	0.00	27.61
33027185	2/6/2026	Bin Stock	152.35	0.00	152.35
33027250	2/6/2026	Bin Stock	127.32	0.00	127.32
Check Totals:			1,447.82	0.00	1,447.82
Vendor: MIKEDIPZ: Mike Dipzinski					
Check Nbr: 621695					
118586	2/8/2026	Safety Boots	150.00	0.00	150.00
Check Totals:			150.00	0.00	150.00
Vendor: MIKENWOR: Michigan Kenworth, LLC					
Check Nbr: 621698					
022P199939	1/7/2026	Oil Drain Plug	45.81	0.00	45.81
022P199940	1/14/2026	Eng, Oil Drain Plugs	209.88	0.00	209.88
022P199995	1/9/2026	Exhaust Parts	408.52	0.00	408.52
022P200158	1/13/2026	Power Steering Pump, Cooler Filter	1,167.58	0.00	1,167.58
022P200159	1/14/2026	Power Steering Pump	1,232.62	0.00	1,232.62
022P200173	1/13/2026	Oil Filters	260.28	0.00	260.28
022P200249	1/15/2026	Relay	23.56	0.00	23.56
022P200320	1/16/2026	Power Steering Credit	-95.27	0.00	-95.27
022P200403	1/30/2026	Starter	392.74	0.00	392.74
022P200588	1/22/2026	Emission Sensor	177.16	0.00	177.16
022P200590	1/22/2026	Filters	1,832.10	0.00	1,832.10
022P200591	1/23/2026	Filters	743.58	0.00	743.58
022P200681	1/26/2026	Brake Valve	123.99	0.00	123.99
Check Totals:			6,522.55	0.00	6,522.55

Payables Prepay Report
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Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: NORTHERN: Northern Energy, Inc.					
Check Nbr: 621700					
112651	2/2/2026	Hyd Oil	2,248.20	0.00	2,248.20
114073	1/27/2026	DEF	992.25	0.00	992.25
114101	1/5/2026	DEF	1,077.30	0.00	1,077.30
114431	1/14/2026	Trans Fluid, Washer Solvent	239.76	0.00	239.76
114628	1/22/2026	Grease	454.68	0.00	454.68
114786	1/29/2026	Trans Fluid	549.20	0.00	549.20
114847	2/4/2026	Trans Fluid & Coolant	779.48	0.00	779.48
Check Totals:			6,340.87	0.00	6,340.87
Vendor: OCRC: Otsego County Road Commission					
Check Nbr: 621701					
1/27/26-2/2/26	2/1/2026	HRA Reimbursement	3,602.03	0.00	3,602.03
2/3/26-2/9/26	2/8/2026	HRA Reimbursement	454.18	0.00	454.18
Check Totals:			4,056.21	0.00	4,056.21
Vendor: PETTY: Road Commission Petty Cash					
Check Nbr: 621702					
2-11-26 Mailbox	2/11/2026	Mailbox Petty Cash	380.00	0.00	380.00
Check Totals:			380.00	0.00	380.00
Vendor: PURCYL: PURITY CYLINDER GASES, INC.					
Check Nbr: 621703					
0002401127	1/29/2026	Welding Supplies	309.79	0.00	309.79
Check Totals:			309.79	0.00	309.79
Vendor: RONAUT: RONS AUTO & WRECKER					
Check Nbr: 621704					
160167	1/22/2026	Winching	350.00	0.00	350.00
160619	1/21/2026	Towing	341.00	0.00	341.00
160624	1/22/2026	Winching	363.00	0.00	363.00
161704	1/9/2026	Towing	390.00	0.00	390.00
Check Totals:			1,444.00	0.00	1,444.00
Vendor: ROYTRU: Royal Truck & Trailer Sales and Service, Inc.					
Check Nbr: 621705					
PS155000382:0	1/12/2026	Air Line	30.90	0.00	30.90
Check Totals:			30.90	0.00	30.90
Vendor: SCIBRA: SCIENTIFIC BRAKE & EQUIP.					
Check Nbr: 621709					
0202153675	1/7/2025	Work Light	94.36	0.00	94.36
0202153705	1/8/2026	Hose Wrap	56.76	0.00	56.76
0202153780	1/8/2026	Brake	89.19	0.00	89.19
0202153879	1/9/2026	Brake Parts	1,025.22	0.00	1,025.22
0202154004	1/12/2026	Air Fitting	14.34	0.00	14.34
0202154202	1/15/2026	Mirror	64.52	0.00	64.52
0202154415	1/20/2026	Brake Parts, Light Pigtail	126.04	0.00	126.04
0202154488	1/22/2026	Turn Signal	56.63	0.00	56.63
0202154861	1/27/2026	Light Plugs, ABS Sensor	151.36	0.00	151.36
0202154932	1/28/2026	Coolant Hose	51.63	0.00	51.63

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Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
0202154958	1/29/2026	Hose Wrap	89.10	0.00	89.10
0202154997	2/5/2026	Hose Wrap	113.52	0.00	113.52
0202154998	1/30/2026	Clamps	25.36	0.00	25.36
0202155099	2/5/2026	Hose Wrap	89.10	0.00	89.10
0202155162	2/2/2026	Brake Dust Shield, Light	235.01	0.00	235.01
0202155299	2/3/2026	Misc. Fluids	4.15	0.00	4.15
0202155309	2/4/2026	Turn Signal	162.61	0.00	162.61
0202155368	2/4/2026	Bin Stock & Air Fittings	176.42	0.00	176.42
0202155369	2/5/2026	Bin Stock	69.80	0.00	69.80
Check Totals:			2,695.12	0.00	2,695.12
Vendor: SHARECOR: Share Corporation					
Check Nbr: 621710					
327735	1/14/2026	Shop Tools	160.76	0.00	160.76
Check Totals:			160.76	0.00	160.76
Vendor: SHINECLE: Shine Cleaning Service Inc.					
Check Nbr: 621711					
1288	2/1/2026	Rest Area Cleaning	11,479.14	0.00	11,479.14
Check Totals:			11,479.14	0.00	11,479.14
Vendor: SMITHHAU: Smith Haughey Rice & Reogge					
Check Nbr: 621712					
992224	2/9/2026	Road Use Agreement	2,208.00	0.00	2,208.00
Check Totals:			2,208.00	0.00	2,208.00
Vendor: SNETHKAM: Snethkamp					
Check Nbr: 621713					
5354489	1/30/2026	Oil Filters	100.80	0.00	100.80
Check Totals:			100.80	0.00	100.80
Vendor: STAPLES: Staples					
Check Nbr: 621714					
7008288568	1/8/2026	Office Supply	70.48	0.00	70.48
7008585493	1/31/2026	Office Supply	29.55	0.00	29.55
7008660496	2/5/2026	Office Supply	7.99	0.00	7.99
Check Totals:			108.02	0.00	108.02
Vendor: STATE6: State of Michigan MDOT					
Check Nbr: 621715					
250000000940	1/28/2025	Theisen Road Final Billing	7.69	0.00	7.69
Check Totals:			7.69	0.00	7.69
Vendor: STOOPS: Stoops Freightliner Western Star					
Check Nbr: 621719					
R316004307:01	1/7/2026	Engine ECM	2,075.64	0.00	2,075.64
R316004359:01	1/16/2026	ECM Repair	948.75	0.00	948.75
R316004389:01	1/19/2026	ECM Repair Credit	-948.75	0.00	-948.75
R316004390:01	1/19/2026	ECM Repair	431.25	0.00	431.25
R316004436:01	1/27/2026	ECM Core Credit	-500.00	0.00	-500.00
X316027223:01	1/9/2026	Air Suspension Gauge	107.72	0.00	107.72
X316027224:01	1/7/2026	Engine ECM	2,322.08	0.00	2,322.08
X316027265:01	1/7/2026	Batteries	658.02	0.00	658.02

2-12-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
X316027271:01	1/7/2026	Engine ECM Credit	-2,322.08	0.00	-2,322.08
X316027272:01	1/7/2026	ECM Engine Harness	418.94	0.00	418.94
X316027334:01	1/8/2026	Battery Credit	-101.25	0.00	-101.25
X316027448:01	1/13/2026	Emission Sensors	818.18	0.00	818.18
X316027448:02	1/14/2026	Clutch Cylinder	348.02	0.00	348.02
X316027498:01	1/15/2026	Power Steering Filter	26.33	0.00	26.33
X316027506:01	1/15/2026	Power Steering Pump	204.81	0.00	204.81
X316027709:01	1/27/2026	Neutral Start Switch	54.76	0.00	54.76
X316027710:01	1/26/2026	Neutral Switch & Plug	51.95	0.00	51.95
X316027712:01	1/26/2026	Air Hose & Drive Line Bolts	130.80	0.00	130.80
X316027748:01	1/27/2026	Emission-Can Sensors & Gaskets	12,064.44	0.00	12,064.44
X316027976:01	1/30/2026	Neutral Start Switch	74.34	0.00	74.34
X316028169:01	2/5/2026	Sensor, Relay, Horn	546.04	0.00	546.04
X316028203:01	2/5/2026	Exhaust Clamps	81.90	0.00	81.90
X316028247:01	2/6/2026	Exhaust Clamp, Water Pump	617.06	0.00	617.06
Check Totals:			18,108.95	0.00	18,108.95
Vendor: TEFES: TED FESTERLING LLC					
Check Nbr: 621720					
12007	1/2/2026	Blade Cylinders	5,181.10	0.00	5,181.10
12027	1/8/2026	Sander Chain	1,624.53	0.00	1,624.53
Check Totals:			6,805.63	0.00	6,805.63
Vendor: TRUTRA: TRUCK & TRAILER SPECIALTIES					
Check Nbr: 621721					
BSO029756	1/20/2026	Wing Springs	290.25	0.00	290.25
BSO029757	2/9/2026	Connectors	168.36	0.00	168.36
BSO029777	2/9/2026	O-Rings	13.40	0.00	13.40
BSO029925	2/9/2026	Spinner Disc	1,003.63	0.00	1,003.63
BSO029997	2/9/2026	Wiper Blade	123.54	0.00	123.54
Check Totals:			1,599.18	0.00	1,599.18
Vendor: VALTRU: VALLEY TRUCK PARTS, INC.					
Check Nbr: 621723					
3-1229841	1/7/2026	Trans, Drive Line Parts	298.94	0.00	298.94
3-1229851	1/8/2026	Driveline Parts	129.85	0.00	129.85
3-1229947	1/21/2026	Trans Parts	21.47	0.00	21.47
3-1229948	1/20/2026	U-Joint	28.86	0.00	28.86
3-1229963	1/21/2026	Trans Part Credit	-21.47	0.00	-21.47
3-1229964	1/21/2026	Diff Seal	131.69	0.00	131.69
3-1229965	1/21/2026	Diff Parts	50.84	0.00	50.84
3-1230032	1/30/2026	Trans Parts	660.10	0.00	660.10
3-1230061	2/3/2026	Trans, Drive Line Parts	693.31	0.00	693.31
Check Totals:			1,993.59	0.00	1,993.59
Vendor: WELLERTR: Weller Truck Parts					
Check Nbr: 621724					
403508852	6/26/2025	Transmission Swap	-2,500.00	0.00	-2,500.00
403640845	1/30/2026	Steering Gear Box	946.20	0.00	946.20
403644886	1/21/2026	Diff Seal & Nut	107.63	0.00	107.63

Payables Prepay Report
2-12-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
403648869	1/29/2026	Rear Diff.	4,500.00	0.00	4,500.00
Check Totals:			3,053.83	0.00	3,053.83
Vendor: WILAUT: WILBER AUTOMOTIVE					
Check Nbr: 621726					
379780	1/7/2026	Headlights	47.96	0.00	47.96
379782	1/7/2026	Belt & Tensioner	238.28	0.00	238.28
380395	1/14/2026	Trans Fluid	42.36	0.00	42.36
380742	1/19/2026	Shop Air Hose Ends	106.27	0.00	106.27
380744	1/19/2026	Rain-X	27.41	0.00	27.41
380924	1/21/2026	Power Steering Fluid	67.59	0.00	67.59
380962	1/21/2026	Air & Oil Filter, Wrench	101.07	0.00	101.07
381136	1/23/2026	Brake Pads	148.95	0.00	148.95
381664	1/29/2026	Engine Oil	69.90	0.00	69.90
382206	2/5/2026	Filters	36.83	0.00	36.83
382207	2/5/2026	Filters	14.28	0.00	14.28
Check Totals:			900.90	0.00	900.90
Vendor: ZAREQU: ZAREMBA EQUIPMENT, INC.					
Check Nbr: 621727					
203668S	2/3/2026	Software	1,507.00	0.00	1,507.00
CM203668S	2/4/2026	Credit Software	-1,507.00	0.00	-1,507.00
Check Totals:			0.00	0.00	0.00
Checks Grand Totals:		50 Checks	352,814.06	0.00	352,814.06
Grand Totals:		53 ACH Vendors/EFTP Vendors/Chk	434,021.95	0.00	434,021.95

Accounts Payable Check Register

Low And High Check Date: 01/01/2026 - 01/31/2026
 Show Vendor Codes? (Y/N): N - Do Not Show Vendor Codes
 Show Discount And Pay Amounts? (Y/N): N - Do Not Show Discount And Pay Amounts
 Hide Stub Detail On Multi Stub Checks? (Y/N): Y - Hide Stub Detail
 Show Payment Totals By Fund? (Y/N): Y - Show Payment Totals By Fund

Check Nbr	Check Date	Vendor Name	Net Amount
Electronic Funds Transfer Payments			
EFTP	01/08/2026	First National Bank of Omaha	2,579.51
EFTP	01/08/2026	First National Bank of Omaha	716.13
EFTP	01/08/2026	First National Bank of Omaha	290.00
EFTP	01/08/2026	First National Bank of Omaha	980.89
EFTP	01/08/2026	WEX BANK	599.27
EFTP	01/26/2026	Merchants Fleet	500.00
EFTP	01/26/2026	Merchants Fleet	40.00
EFTP	01/26/2026	Merchants Fleet	688.92
EFTP	01/26/2026	Merchants Fleet	80.00
EFTP	01/26/2026	Merchants Fleet	500.00
EFTP	01/26/2026	Merchants Fleet	40.00
EFTP	01/26/2026	Merchants Fleet	837.36
EFTP	01/08/2026	MERS of Michigan	74,533.53
EFTP	01/26/2026	State of Michigan UIA	2,676.00
Electronic Funds Transfer Payments Totals:		14 Payments Listed	85,061.61
Regular Checks Payments			
621520	01/08/2026	AIS Construction/Interstate Billing Service	201.81
621521	01/08/2026	Alma Tire Service, Inc.	2,949.52
621522	01/08/2026	Auto Value of Gaylord	81.47
621523	01/08/2026	Brady Industries	162.57
621524	01/08/2026	Carrier & Gable, Inc.	222.40
621525	01/08/2026	CC Unlimited Mobile Maintenance	6,190.40
621526	01/08/2026	Charter Communications	130.00
621527	01/08/2026	Chuck's Electric of Gaylord, INC.	257.00
621528	01/08/2026	Cintas Corporation #729	407.52
621529	01/08/2026	Consumers Energy	51.08
621530	01/08/2026	ELMIRA OCCUPATIONAL HEALTH & MEDICINE	220.00
621531	01/08/2026	Federal Fluid Power, Inc.	417.16
621532	01/08/2026	Gaylord Machine & Fabrication, LLC	108.00
621533	01/08/2026	GFL Environmental	5,782.10
621534	01/08/2026	Great Lakes Pipe & Supply	155.16
621535	01/08/2026	Hutson, Inc.	816.00
621536	01/08/2026	Lawson Products, Inc.	354.58
621537	01/08/2026	Mid-States Bolt & Screw Co.	106.48
621538	01/08/2026	Michigan Kenworth, LLC	1,530.83
621539	01/08/2026	Northern Energy, Inc.	3,630.38
621540	01/08/2026	NORTHWEST HYDRAULICS & ENGRG.	1,007.14
621541	01/08/2026	Otsego County Road Commission	232.15
621542	01/08/2026	ODS THE DOOR SPECIALISTS	1,057.00
621543	01/08/2026	OMS Compliance Services	269.50
621544	01/08/2026	PURITY CYLINDER GASES, INC.	405.77
621545	01/08/2026	QUALITY PLUMBING AND MECHANICAL INC.	319.75
621546 *	01/08/2026	SCIENTIFIC BRAKE & EQUIP.	

Check Nbr	Check Date	Vendor Name	Net Amount
621547 *	01/08/2026	SCIENTIFIC BRAKE & EQUIP.	
621548 *	01/08/2026	SCIENTIFIC BRAKE & EQUIP.	
		* Totals For Multi Part Check Nbr: 621548:	5,732.31
621549	01/08/2026	Shine Cleaning Service Inc.	11,479.14
621550	01/08/2026	Smith Haughey Rice & Reogge	1,669.85
621551	01/08/2026	Snethkamp	2,426.83
621552	01/08/2026	Steven Mench	150.00
621553 *	01/08/2026	Stoops Freightliner Western Star	
621554 *	01/08/2026	Stoops Freightliner Western Star	
		* Totals For Multi Part Check Nbr: 621554:	1,980.20
621555	01/08/2026	TED FESTERLING LLC	303.32
621556	01/08/2026	TRUCK & TRAILER SPECIALTIES	1,384.55
621557	01/08/2026	VALLEY TRUCK PARTS, INC.	279.03
621558	01/08/2026	Vermeer of Michigan, Inc	0.00
621559	01/08/2026	VESCO OIL CORPORATION	121.25
621560	01/08/2026	Weller Truck Parts	905.96
621561 *	01/08/2026	WILBER AUTOMOTIVE	
621562 *	01/08/2026	WILBER AUTOMOTIVE	
		* Totals For Multi Part Check Nbr: 621562:	415.70
621563	01/08/2026	Wonderland Tire Company, Inc.	1,598.86
621564	01/08/2026	ZAREMBA EQUIPMENT, INC.	1,853.70
621615	01/26/2026	AIRGAS USA, LLC	15.20
621616	01/26/2026	Alan Boughner	300.00
621617	01/26/2026	Alerus Financial	9,182.59
621618	01/26/2026	Alexis Alexander	300.00
621619	01/26/2026	Amber Carpenter	300.00
621620	01/26/2026	Andrew Mathers	300.00
621621	01/26/2026	AT&T Mobility	1,904.44
621622	01/26/2026	Ben Tracey	1,000.00
621623	01/26/2026	Burnham & Flower	52.50
621624	01/26/2026	Caleb Joyce	300.00
621625	01/26/2026	Cary Boettner	1,000.00
621626	01/26/2026	City of Gaylord	86.29
621627	01/26/2026	Patrick Coady	300.00
621628	01/26/2026	Cody Garlock	300.00
621629	01/26/2026	Cogitate, Inc.	8,738.00
621630	01/26/2026	Delta Dental	4,014.36
621631	01/26/2026	Dennis Mitchell	300.00
621632	01/26/2026	Drew Anderson	300.00
621633	01/26/2026	Gaylord Machine & Fabrication, LLC	603.77
621634	01/26/2026	GFL Environmental	422.26
621635	01/26/2026	Great Lakes Energy	61.29
621636	01/26/2026	Henn Lesperance PLC	192.00
621637	01/26/2026	Rebecca Hilmert	70.62
621638	01/26/2026	Humana Insurance Co.	11,720.27
621639	01/26/2026	Exit 76 Corporation	88,456.14

Check Nbr	Check Date	Vendor Name	Net Amount
621640	01/26/2026	Jim Wiley	300.00
621641	01/26/2026	Joe Kucharek	1,000.00
621642	01/26/2026	Zachary Johnson	300.00
621643	01/26/2026	Justin Hinton	300.00
621644	01/26/2026	Justin Huff	300.00
621645	01/26/2026	Kyle Hallenbeck	1,000.00
621646	01/26/2026	LAFONTAINE CHRYSLER DODGE JEEP RAM OF LAN:	48,912.00
621647	01/26/2026	Logan Ford	300.00
621648	01/26/2026	Matt Nuell	300.00
621649	01/26/2026	Michael Mayle	300.00
621650	01/26/2026	Michael O'Rourke	300.00
621651	01/26/2026	Mutual of Omaha	3,580.94
621652	01/26/2026	JOSEPH MYERS	300.00
621653	01/26/2026	Otsego County Road Commission	5,039.83
621654	01/26/2026	Charles Pettis	300.00
621655	01/26/2026	Prein & Newhof	1,221.00
621656	01/26/2026	Robert Falkenhagen	300.00
621657	01/26/2026	ScanSource, Inc.	388.78
621658	01/26/2026	Stanley Kwapis	300.00
621659	01/26/2026	State of Michigan EGLE	4,478.00
621660	01/26/2026	Billy Stiles	300.00
621661	01/26/2026	Thomas Coughlin, Jr.	300.00
621662	01/26/2026	US Bank Equipment Finance	362.66
621663	01/26/2026	WADE TRIM	600.00
621664	01/26/2026	Dave Wcisel	300.00

Regular Checks Payments Totals: 95 Payments Listed 258,669.41

All Payments Grand Totals: 109 Payments Listed 343,731.02

Payment Totals By Fund:

Fund	Net Amount
201	343,731.02
Grand Totals	343,731.02



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. A
SUBJECT: Road Use Agreement

DESCRIPTION

Attached is a Road Use, Repair, and Improvements Agreement between the Otsego County Road Commission and developer, 45th Parallel Solar, LLC. The developer intends to construct a solar energy facility in a northwest portion of Otsego County as shown on Appendix B of the attached Agreement. The purpose of this Agreement is to protect the OCRC's road infrastructure during the construction of the facility. The Agreement sets out provisions to ensure that roads that may be damaged during the construction will have funds available to the OCRC to repair damages. OCRC staff and attorney Adam Tountas from the law firm Smith, Haughey & Rice negotiated the agreement. Mr. Tountas will be present at the OCRC Board meeting to present the Agreement in more detail and answer any questions that the Board may have.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

Attorney Adam Tountas from the law firm Smith, Haughey & Rice has prepared the attached Agreement and recommends approval.

SAMPLE MOTION

Motion to **approve/deny** the Road Use, Repair, and Improvements Agreement between the Otsego County Road Commission and 45th Parallel Solar, LLC as presented.

AGREEMENT FOR ROAD USE AND REPAIR, AND IMPROVEMENTS

This AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS (“Agreement”) is entered into this _____ day of February, 2026 (“Effective Date”), between 45th Parallel Solar, LLC, a Delaware limited liability company (“Developer”), and the Otsego County Road Commission (the “Road Commission”). Developer and the Road Commission may be referred to herein, individually, as a “Party” and collectively as the “Parties.” The term “Developer’s Representative(s)” shall include Developer’s contractors, subcontractors, agents, employees, suppliers, and designees.

RECITALS

1. WHEREAS, Developer intends to construct a solar energy facility in Otsego County, Michigan (the “Project”).
2. WHEREAS, the Road Commission is responsible for the maintenance of certain roads within Otsego County, Michigan.
3. WHEREAS, in connection with the development, construction, operation, maintenance, and decommissioning of the Project, it will be necessary for Developer and its contractors and subcontractors or designees to: (i) transport heavy equipment and materials over designated haul routes located in the County, which may in certain cases be in excess of the design limits of such roads; (ii) transport personnel, equipment, and materials on such roads in a manner that violates the load maximums and seasonal weight reductions imposed by law; (iii) widen such roads and make certain modifications and improvements (both temporary and permanent) to such roads to permit such equipment, personnel, and materials to pass; and (iv) place certain facilities including electrical cables, lines or conduits, for the Project adjacent to, or under, or across certain roads for the purposes of the collection, distribution, and transmission of electricity to and from, and between and among various parts of, the Project.
4. WHEREAS, the Developer will provide the following documents to Road Commission:
 - (a) A proposed Site Layout Plan for the Project; and
 - (b) A principal road update schedule (the "Principal Road Upgrade Schedule").
5. WHEREAS, the Road Commission and Developer wish to enter into an agreement for the use, repair, and improvement of the Designated Roads (as defined in Appendix A), and to otherwise offset the administrative assets and fees that will be incurred by the Road Commission as a result of the Project.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them in Appendix A.

**ARTICLE II
USE OF DESIGNATED ROADS BY DEVELOPER**

2.1. Use of Designated Roads by Developer. All construction traffic related to the Project shall exclusively use the routes designated in Appendix B (the "Designated Roads"), and the Developer shall not use any County roads and routes other than those so designated, unless otherwise directed by the Road Commission. The Developer may use the Designated Roads at any time, seven (7) days a week. Such use may include the transportation of personnel, equipment, and materials to and from the Project and shall not be restricted by limitations or regulations of the Road Commission except as expressly provided in this Agreement (including Appendix B).

2.2. Incidental Use. The Parties recognize that, while Developer does not currently anticipate use of roads within Otsego County during construction of the Project other than Designated Roads and certain federal and state highways, the Developer Parties may, nevertheless, make some incidental use of roads other than Designated Roads. However, the Developer shall remain liable for any damage caused to those roads during the Project, and the Road Commission waives no rights in that regard, notwithstanding anything in this Agreement to the contrary.

2.3. Road Commission Designee: Commencement of Construction: Construction Period Meetings. Within ten (10) days after the execution of this Agreement, the Road Commission shall provide the name and contact information for the Road Commission Designee, who shall have authority to act on behalf of the Road Commission. Developer shall provide to the Road Commission Designee forty-eight (48) hours' prior written notice of the commencement of construction on Designated Roads. Beginning with commencement of construction of the Project, Developer and the Road Commission Designee shall meet from time to time upon the reasonable request of either Party to discuss the expected use of the Designated Roads, including the construction schedule and haul routes to be used. To the extent deemed appropriate by Developer, Developer may invite certain landowners whose property is near or adjacent to the areas of use to attend the meetings.

2.4. Fugitive Dust. Developer shall be responsible for addressing Significant Fugitive Dust created by the Developer Parties. When requested by the Road Commission, Developer shall reasonably address or minimize Significant Fugitive Dust using water, calcium chloride, or appropriate other commercially available reasonable means in Developer's reasonable discretion.

2.5. Road Closures. Developer shall use reasonable efforts to avoid the closure of any County road. Nevertheless, Developer shall be permitted to close Designated Roads for brief periods in the interest of safety and to permit the passage of large loads and the installation of Improvements; *provided*, that Developer shall have provided the Road Commission with forty-eight (48) hours' prior notice of any planned road closure and obtained the Road Commission's approval thereof, which approval shall not be withheld except for reasons of public safety or substantial and

unavoidable public inconvenience. Notice to the Road Commission Designee shall satisfy such requirement, provided that such notice is given by both telephone and either fax or email.

**ARTICLE III
MAINTENANCE AND REPAIR OF DESIGNATED ROADS**

3.1. Maintenance of Designated Roads.

(a) The Road Commission shall in a timely fashion maintain Designated Roads in accordance with the Road Commission's standard practices for road maintenance, having due regard for safety, prevailing and predicted weather conditions, and the presence of emergency conditions, including without limitation the removal or plowing of snow.

(b) Developer shall grade and maintain all non-paved Designated Roads during construction, including such measures for Significant Fugitive Dust as provided in Section 2.4.

3.2. Repair of Designated Roads.

(a) Repairs. Except as otherwise set forth herein, Developer shall be responsible for all damage caused by the Developer Parties in relation to the Designated Roads. It is further understood that, throughout the construction of the Project, the Designated Roads will need to be repaired from time to time (the "Developer Repairs"). This repair work is separate and distinct from the final repairs contemplated in Section 3.2(c) of this Agreement (the "Final Repairs"). Developer shall coordinate with the Road Commission to determine if any Developer Repairs necessitated during the life of the Project will be performed by Developer or by the Road Commission and/or its contractors. The Parties understand that the Road Commission has the final say as to whether the Developer's Repairs shall be performed by the Road Commission and/or its contractors, or Developer. It is also understood that the Developer Repairs are subject to the Financial Assurance and payment methods described in Article VI of this Agreement.

(b) Notice of Repairs. Developer shall notify the Road Commission, as soon as practical, of any damage caused by the Developer Parties, and of any other damage noted by Developer, to any road in the County, and discuss with the Road Commission, the repairs necessary, and who should perform said repairs. Developer shall provide the Road Commission with reasonable details as to the nature, scope, and schedule of contemplated Repairs of damage to the County roads that Developer desires to perform, and unless substantial Road Commission interests would not be properly served by allowing Developer to make such Repairs, the Parties shall agree upon the manner in which Developer may proceed with such Repairs. It being understood, however that the final say as to whether the Developer, or the Road Commission makes or performs any repairs remains with Road Commission.

(c) Final Repairs. The Parties expressly acknowledge that, after the completion of the construction of the Project, the Designated Roads will need to be restored. This restoration work includes, but not by way of limitation: (i) reconstruction of the Designated Roads in any areas warranting the same; (ii) repairs for any damage caused to the Designated Roads; and (iii) all sub grading resurfacing work performed on any paved Designated Roads (including asphalt roads and

“chip and seal” roads) as may be necessary (the “Final Repairs”). The Parties desire that the Final Repairs shall be completed by the Road Commission at the Developer’s cost. As such, within ten (10) business days of this Agreement’s execution, Developer shall provide the Road Commission with an irrevocable letter of credit in the amount of Nine Hundred Thousand and 00/100 (\$900,000.00) (the “Final Repair Costs LOC”), issued by a sound financial institution with an office located within the State of Michigan, and operating under the laws of the State of Michigan, in order to satisfy Developer’s obligations under this section of the Agreement. The Road Commission shall be entitled to draw upon the aforementioned letter of credit, in its entirety, to fund the Final Repairs in the manner it deems fit. For the avoidance of doubt, except for the Final Repair Costs LOC, Developer shall have no obligation to pay for or perform Final Repairs. Notwithstanding the foregoing, the Parties agree to cooperate to obtain a replacement Final Repair Costs LOC in the event that the amount of the Final Repair Costs LOC is reduced pursuant to the terms of this Agreement.

3.3. Collection System Cabling. The Road Commission acknowledges and approves the Electrical/Communications Installation as set forth in Appendix E. Instances where the Electrical/Communications Installations are required to cross a County Road, the Developer shall design and construct such crossing in accordance as not to permanently impact the intended use of such road, public safety and considerations for road future maintenance by Road Commission. Developer shall also provide such reasonable documentation of the proposed crossings, as set forth in Appendix E, as the Road Commission may require. The Road Commission shall not require Electrical/Communications Installation cabling to be buried deeper than forty-eight (48) inches except (i) where Developer encounters previously laid cabling or other obstacle which would require Developer to bury said Electrical/Communications Installation cabling beneath the previously laid cabling or obstacle, and (ii) as required by state or federal law. The Road Commission acknowledges that County road crossings by the Electrical/Communications Installation may be open trenched and shall not be required to be bored, with the exception of asphalt surfaced County Roads which shall be installed using directional bore. For above grade Electrical/Communications Installations the Road Commission shall not require Developer to install such installations greater than the local, state, and/or federal electrical code(s) requires.

3.4. Crane Crossings. The Road Commission hereby acknowledges that the Developer will need to cross the Designated Roads with heavy construction equipment, such as but not limited to cranes, during the construction, operation, maintenance, and decommissioning of the Project. The Developer will use its best efforts to protect all County Roads, whether designated under this Agreement or not, from damage during such crossings and shall be responsible for any damages and subsequent repairs in accordance with Section 3.2 (a) and (b), and any other applicable portions of this Agreement.

3.5. Failure to Maintain or Repair. With respect to a Designated Road, in the event that the Road Commission does not perform maintenance as required by Section 3.1, or does not perform Repairs undertaken by the Road Commission pursuant to Section 3.2, Developer may request in writing that the Road Commission permit Developer to perform such maintenance or Repair, in which case Developer shall also provide the Road Commission with reasonable details as to the nature, scope, and schedule thereof. The Parties shall cooperate so as to permit the Road Commission to respond promptly to such a request, which the Road Commission shall endeavor in good faith to do. If the Road Commission does not object to such request within five (5) business

days (or within two (2) business days if exigent circumstances require [*e.g.*, if significant Project maintenance or construction delays might otherwise result]), or if the Road Commission grants such request, Developer may perform, or cause to be performed, such maintenance or Repair. If Developer performs such maintenance or Repair, Developer shall complete such maintenance or Repair to standards that are the same as or better than applicable Road Commission standards in all material respects and shall cooperate to permit the Road Commission to inspect such maintenance and Repair work during and after its performance. The Road Commission shall not be required to reimburse or otherwise compensate Developer for performing any such maintenance or Repair, unless such maintenance or Repair has been approved by the Road Commission, in which case the reasonable, documented cost of such Repair shall correspondingly decrease the amount of the Final Repair Costs LOC.

3.6. Limitation of Liability. It is the Parties' intent that the Developer's liability for any damage to the Designated Roads under this Agreement shall in no event exceed the sum of \$1.1 million, inclusive of the Final Repair Costs LOC and the Financial Assurance.

ARTICLE IV IMPROVEMENTS AND MODIFICATIONS TO DESIGNATED ROADS

4.1. In General. Developer shall complete Improvements in accordance with this Article IV. Developer shall not be required to complete any improvement or modification, or perform any road work, that is not required by this Article IV, or in the case of Repairs, by Section 3.2, or that is expressly excluded from Developer's scope of work in Appendix E or in the Plans unless such improvement, modification, or work is required by applicable law.

4.2. Current Improvements. Developer shall complete Current Improvements to certain Designated Roads prior to/and/or during the construction of the Project and in accordance with Appendix E and the Plans. The Road Commission acknowledges that it has received from Developer, and is satisfied with and approves, the use of the proposed Designated Roads. The Parties agree and acknowledge as follows:

(a) that the Developer will develop Plans using a licensed engineer in the State of Michigan and submit to Road Commission an initial set of Plans;

(b) that such Plans are not final and shall be revised so as to finalize them and take into account any need for changes as the Plans are finalized and conditions of the Designated Roads and Developer's construction plans change or become better known;

(c) that it is, nevertheless, the Parties' intention that the Current Improvements be similar to the Current Improvements described on the Plans discussed and approved to date; and

(d) that the Parties shall consult and cooperate reasonably so as to permit the Road Commission's review and approval of final (100% complete) Plans in a timely manner to not disrupt or delay the Developer's construction schedule.

(e) The Developer may make changes to the plans, with the consent of the Road Commission, and in no way is obligated to complete such Current Improvements if deemed unnecessary by Developer and agreed to by both Parties.

4.3. Future Improvements. After completion of the construction of the Project, and after all post construction repair obligations are met, for so long as the Project has not permanently ceased commercial operation, Developer may perform, but shall not be obligated to perform, Future Improvements; *provided, however*, that such Future Improvements shall be subject to the Road Commission's customary review and permitting processes, if any, pursuant to statutory and regulatory authority.

4.4. The Road Commission's Jurisdiction. Nothing in this Article IV or this Agreement shall be construed as limiting or abrogating the Road Commission's jurisdiction or duties under applicable law concerning the construction, maintenance, and repair of highways and bridges within the County.

ARTICLE V NO CONSEQUENTIAL DAMAGES

The Parties waive all claims against each other (and against each other's parent company and Affiliates and their respective members, shareholders, officers, directors, agents, and employees) for any consequential, incidental, indirect, special, exemplary, or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital); and, regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability, or any other legal theory. This Article V shall be fully effective with respect to the subject matter of this Agreement.

ARTICLE VI TERM, FINANCIAL ASSURANCE, AND REMEDIES

6.1. Term of Agreement. The term of this Agreement shall be from the Effective Date until the construction of the Project is completed, unless either Party terminates this Agreement as herein provided. Notwithstanding anything herein to the contrary, the following provisions of this Agreement shall survive its termination or expiration for so long as the Project has not permanently ceased commercial operation: (i) Section 3.2, Section 3.3 and Section 3.4, (ii) the right of the Developer Parties under Article IV (but not any obligation) to perform Future Improvements, (iii) this Article VI, and (iii) Article IX and Article X.

6.2. Remedies Upon Default Agreement. Whenever an Event of Default shall have occurred, the Party not in default shall have the right to terminate this Agreement and take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce the performance or observance of any obligations, agreements, or covenants of the Party in default under this Agreement.

6.3. Financial Assurance. Not less than ten (10) days prior to the start of construction of the Project, Developer shall provide Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "Financial Assurance") to the Road Commission for deposit in an account of the Road

Commission's choosing. The Financial Assurance shall be used to pay for all Developer Repairs. The Financial Assurance is also subject to the replenishment obligations listed below. Furthermore, the Parties agree as follows:

(a) the Financial Assurance shall provide security to the Road Commission for the improvement and construction phases of the Project and for the Developer Repairs;

(b) during the construction of the Project the Financial Assurance shall be in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), to be utilized by the Road Commission in the manner described in subsection (c) below, and with the further understanding that, any time the account is depleted below the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), it shall be replenished by Developer back to its original \$200,000.00 amount; provided that any replenishment of the Financial Assurance by Developer shall correspondingly decrease the Final Repair Costs LOC;

(c) the Road Commission shall draw upon the Financial Assurance to pay for all Developer Repairs during the life of the Project at the rates described in Appendix C. Whenever funds are accessed in this manner, the Road Commission shall submit an invoice to the Developer. The invoice shall set forth the time, materials, and other charges that were incurred in connection with the repair work at issue, and shall otherwise conform to the requirements of Appendix D;

(d) within 30 days of receiving an invoice of the type described in subsection (c), the Developer may contest the amount of the expenditure, whether in whole or in part. If the Developer elects to contest an expenditure in this fashion, it shall submit a written notice to the Road Commission indicating as much. The Developer's written notice shall contain a detailed explanation of which expenses are disputed, why those expenses are disputed, and which expenses, if any, are approved. Upon receiving a written notice of this type, the Road Commission shall provide the Developer with additional information, in whatever form, substantiating the invoice and expenses contained within the same. The parties shall seek to resolve their dispute in good faith. However, if they're unable to do so within 30 days of the Developer issuing a dispute notice, then the parties shall agree upon a third-party, Michigan licensed professional engineer to evaluate the dispute. This engineer's decision shall be binding on the parties. The cost of said engineer shall be paid by the Developer. It is understood and expressly agreed that the Developer's decision to contest an expenditure (or multiple expenditures) shall in no way impede, inhibit, or interfere with the Road Commission's ability to use the Financial Assurance on a going-forward basis; and

(e) once the construction phase of the Project is complete and within ten (10) business days of request therefor, the Road Commission shall transfer to the Developer all unused monies being held as a part of the Financial Assurance prior to any draw on the Final Repair Costs LOC.

6.4. Remedies Cumulative. The rights and remedies of the Road Commission under this Agreement shall be cumulative and shall not exclude any other rights or remedies the Road Commission may have at law or in equity with respect to any Event of Default under this Agreement.

6.5. Disputes. If a dispute arises under this Agreement, any Party may commence a proceeding at law or in equity to resolve such dispute. This Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Michigan, without reference to its choice of law provisions. The Parties agree that any dispute arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the 46th Circuit Court, Otsego County, Michigan.

ARTICLE VII FORCE MAJEURE EVENT

7.1. Applicability of Force Majeure Event. No Party will be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event, provided that:

(a) the affected Party shall give the other Party written notice describing the particulars of the occurrence, with written notice given promptly after the occurrence of the event, and in no event more than five (5) Business Days after the affected Party becomes aware that such occurrence is a Force Majeure Event; *provided*, however, that any failure of the affected Party to provide such written notice within such five (5) Business Day period shall not waive, prejudice, or otherwise affect such Party's right to relief under this Article VII;

(b) the delay in performance will be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event;

(c) the Party whose performance is delayed or prevented will proceed with commercially reasonable efforts to overcome the events or circumstances preventing or delaying performance; and

(d) when the performance of the Party claiming the Force Majeure event is no longer being delayed or prevented, that Party will give the other Party written notice to that effect.

ARTICLE VIII PERMITTING AND LAND RIGHTS

8.1. Review, Approval, and Permitting.

(a) within 45 calendar days of submittal of the site layout plan or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on proposed Project site access road entrances, such approval not to be unreasonably withheld, conditioned or delayed.

(b) within 45 calendar days of submittal of engineered drawings at crossing locations, work and improvement design for collection facilities crossing any of the County rights of way, the Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval and conditioned only upon receipt of the normal permit fee set forth in the Road Commission fee schedule, and a permit application on a form approved by the Road Commission, the Road Commission will cause all necessary permits, within control of the Road Commission, to be issued to

allow Developer, its successors and assigns to install, construct, operate, repair, replace, remove, inspect and perpetually maintain collection facilities crossing under or over the rights of way within the Project boundary, and no further permit or easement from the Road Commission shall be necessary for such purpose. Other permits or consent outside of the control of the Road Commission may or may not be required. Any terms and/or conditions set forth in the form permit application that do not conflict with the terms and conditions set forth herein shall remain in full force and effect. In the case of a conflict between terms and conditions on the form permit, and this Agreement, this Agreement shall control. It is understood, however, that this Agreement does not control other government agencies such as the Drain Commission, and any requirement any other agencies may impose on Developer. The Road Commission shall have no ownership interest in or to any collection facilities, which shall remain wholly owned by Developer. Each crossing shall require an individual permit.

(c) within 45 calendar days of submittal of engineered drawings of driveways for Project access roads, the Road Commission agrees to review and in writing either approve or provide comments on such drawings, such approval not to be unreasonably withheld, conditioned or delayed. Upon such approval and following receipt of the normal permit fee set forth in the Road Commission permit fee schedule, the Road Commission will cause all necessary permits, within its control, to be issued, if any. Each driveway shall require an individual permit.

(d) within 45 calendar days of the submission of the principal road upgrade schedule or any subsequent revisions, the Road Commission agrees to review and in writing either approve or provide comments on the same, such approval not to be unreasonably withheld, conditioned or delayed.

(e) provided that the Final Repair Costs LOC and the Financial Assurance have been provided and maintained as required by this Agreement, the Road Commission shall, within ten (10) days after delivery of a request therefor from time to time, cause each necessary permit, within control of the Road Commission, to be issued to allow Developer, its subcontractors or designees to: (i) transport heavy equipment and materials over and across the Designated Roads, which may in certain cases be in excess of the design limits of such Designated Roads; and (ii) transport personnel, equipment, and materials over and across such Designated Roads in a manner that violates the load maximums and seasonal weight reductions imposed by law.

8.2. Land Rights. Subject to the terms and conditions of this Agreement, the Parties acknowledge that the Developer Parties may require certain Private Land Rights in order to conduct maintenance or complete Improvements to Designated Roads, complete the Electrical/Communications Installation, or access private lands necessary for any of the foregoing. Except for such Private Land Rights and subject to the terms and conditions of this Agreement, the Road Commission represents and warrants that the Road Commission possesses and grants to Developer all Land Rights required, and that no further Land Rights are required for Developer, (i) to use the Designated Roads, (ii) to maintain and complete Improvements of the Designated Roads, and (iii) to complete the Electrical/Communications Installation insofar as the Designated Roads are affected thereby.

8.3. Review and Inspection. Upon request by Developer, the Road Commission Designee shall review plans for any road work proposed by Developer, and inspect road work completed by

Developer, under this Agreement for compliance with Road Commission specifications and right-of-way or easement restrictions. If the Road Commission Designee is able to confirm such compliance, the Road Commission Designee shall promptly so notify Developer in writing.

ARTICLE IX INDEMNITY

Subject to Section 3.6 herein, to the fullest extent permitted by law, each Party (as "**Indemnitor**") shall indemnify and hold harmless the other Party, and the affiliates, members, investors, and partners of such other Party, and its and their respective directors, shareholders, members, officers, and employees (collectively, "**Indemnitee**"), from and against all Losses, to the extent that such Losses may be caused by or arise out of performance of work upon the Designated Roads by the Indemnitor, or result from any breach of any representation or warranty made in this Agreement by Indemnitor.

ARTICLE X INSURANCE

Developer shall furnish Road Commission with evidence of Commercial General Liability Insurance in the amount of at least \$5,000,000.00 United States currency, per occurrence covering the construction and maintenance activities of Developer contemplated by this Agreement which may be accomplished by way of excess or umbrella policies. The insurance shall be written by a company rated by A.M. Best Company required an A- or better rating. The Certificate of Insurance shall be provided to the Road Commission before commencement of any work by the Developer, or the Developer's parties. The insurance policy shall provide for a 30 day prior notice of termination provision in favor of the Road Commission. Should Developer allow such liability insurance to terminate prior to the completion of the construction contemplated by this Agreement, the Road Commission shall use the Financial Assurance to access funds sufficient to cause the liability insurance to be reinstated until the completion of such road repair work. The Road Commission shall be included as an additional insured on the policy. Such insurance may be terminated upon completion and acceptance of the road repair work. Notwithstanding the foregoing, Developer shall have the right to self-insure for \$1,000,000.00 of coverage described above as part of a program of corporate self-insurance, provided that if Developer no longer self-insure it will require and maintain the required insurance coverage. The remaining liability limits may be met with excess or umbrella insurance policy limits totaling \$4,000,000.00.

ARTICLE XI MISCELLANEOUS PROVISIONS

10.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of law's provisions in such state.

10.2. Compliance With Law. Developer agrees that all Repairs, Improvements, and the Electrical/Communications Installation shall comply with all applicable laws.

10.3. Administrative Fee. Developer shall pay to the Road Commission a nonrefundable, one-time fee of \$25,000 (the "Administrative Fee"). Payment of the Administrative Fee shall be made to the Road Commission within thirty (30) days of the execution of this Agreement. Payment of

the Administrative Fee is intended to compensate the Road Commission for the time spent by its internal staff and outside counsel on account of the Project, as well as the administrative cost and time attributed to the Road Commission's review of the Project, and all other administrative costs reasonably related to the Project.

10.4. Amendments and Integration. This Agreement (including Appendices) shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set out in Section 2.1 of this Agreement, this Agreement may be amended only by a written agreement signed by the Parties.

10.5. Assignment.

(a) Except as provided in subsections (b), (c), and (d) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the Road Commission, the Road Commission's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of Developer pursuant to this Agreement.

(b) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, or obligations under this Agreement; provided, that such assignment shall be in connection with the conveyance or lease of the Project and the Developer assignee agrees in writing to be bound by the terms of this Agreement.

(c) Developer may, without the consent of the Road Commission, pledge, mortgage, grant a security interest in, or otherwise collaterally assign this Agreement or any or all of its rights, interests and obligations under this Agreement to a Permitted Collateral Assignee. In connection with any such collateral assignment to a Permitted Collateral Assignee, the Road Commission shall, upon the request of Developer, deliver to Developer and the Permitted Collateral Assignee without delay a consent agreement in a form reasonably requested by Developer and the Permitted Assignee and which shall contain customary provisions.

(d) Developer may, without the consent of the Road Commission, assign this Agreement or any or all of its rights, interests, and obligations under this Agreement to (i) any corporation, partnership, limited liability company, or other business entity that acquires all or substantially all of the assets used in connection with the Project or (ii) any corporation, partnership, limited liability company, or other business entity that acquires all or a portion of the membership interests in Developer; *provided*, in each case, that such Developer assignee agrees in writing to be bound by the terms of this Agreement.

10.6. Notices. All notices, requests, demands, and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person, by email, by facsimile, or by first class certified mail, postage and fees prepaid, to the address of the intended

recipient as set forth below. Notice delivered in person shall be acknowledged in writing at the time of receipt. Notice delivered by email or facsimile shall be acknowledged by return email or facsimile within twenty-four (24) hours, excluding Saturdays, Sundays, and public holidays. All such notices, requests, demands, and other communications shall be deemed to have been received by the addressee, as follows: if by first class certified mail, three (3) days following mailing; if by email or facsimile, immediately following transmission; or if by personal delivery, upon such delivery. All such notices, requests, demands, and other communications shall be sent to the following addresses:

To Developer:

45th Parallel Solar, LLC
353 N. Clark Street, Suite 300
Chicago, IL 60654
Email: Erik.Olson@rwe.com, Cc:
uslegal@rwe.com
Attention: Erik Olson; General Counsel

To the Otsego County Road Commission:

Otsego County Road Commission
669 West McCoy Road
Gaylord, Michigan 49734
Fax: 989-732-6775
Email: harrierk@ocrc-mi.org
Attn: Kirk Harrier

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

10.7. Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof, nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

10.8. Nature of Relationship. The status of Developer under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, each Party and its officers, agents, employees, representatives, and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, or servants of the other Party. Each Party accepts full responsibility for providing to its employees all statutory coverage for worker's compensation, unemployment, disability, or other coverage required by law. Notwithstanding the foregoing, it is not the Parties' intention to establish a relationship whereby the Road Commission is, and notwithstanding anything to the contrary in this Agreement the Road Commission shall not be, a contractor of Developer with respect to Repairs. Rather, the Road Commission shall perform Repairs

as part of its ongoing maintenance of County roads, and Developer's only obligations with respect to Repairs performed by the Road Commission shall be those set forth in this Agreement.

10.9. Severability. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be impaired, invalidated, or otherwise affected and shall remain in full force and effect.

10.10. Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of this Agreement. Where the context requires, all singular words in this Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement may have been prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole, and any presumption that ambiguities are to be resolved against the primary drafting Party shall not apply. All Appendices and Attachments referenced in this Agreement are incorporated in and form a part of this Agreement.

10.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

10.12. No Third-Party Beneficiary. No provisions of this Agreement shall in any way inure to the benefit of any other person or entity so as to make them a third-party beneficiary under this Agreement, or to otherwise give rise to any cause of action in any person or entity not a Party hereto.

10.13. Confidentiality. Except to the extent in conflict with laws relating to freedom of information or public access to governmental information, and only to such extent, all data and information acquired by the Road Commission from Developer Parties (or their affiliates, representatives, agents, or contractors) in connection with the performance by Developer of its obligations hereunder, including information regarding the Project, shall be confidential and will not be disclosed by the Road Commission to any third party, and upon request of Developer will be returned thereto. Notwithstanding the foregoing, the Parties acknowledge and agree that such confidential information may be disclosed to third parties as may be necessary for Developer to perform its obligations under this Agreement and that Developer may disclose such confidential information to its investors, potential investors, lenders, and potential lenders (including any tax equity investors). This provision will not prevent the Road Commission from providing any confidential information as required by open records laws, open meetings laws, or other laws regarding public information, or in response to the reasonable request of any governmental agency charged with regulating such Party's affairs; *provided*, that in the case of a request by such a governmental agency, if feasible, the Road Commission shall give prior notice to Developer of such disclosure and, if so requested by Developer, shall cooperate reasonably, at Developer's expense, in Developer's efforts (i) to oppose or resist the requested disclosure, as appropriate under the circumstances, or (ii) to otherwise make such disclosure subject to a protective order or other similar arrangement for confidentiality.

10.14. Representative of Developer. The Developer Representative shall act as the manager and coordinator of this Agreement on Developer's behalf and as liaison for Developer's communications with the Road Commission and the Road Commission Designee. The initial Developer Representative shall be Erik Olson.

10.15. Safety. Developer shall perform the work hereunder in a safe manner and shall obey all safety requirements of the Road Commission, and all applicable federal, state, and County laws, rules, and regulations, that may be established from time to time. While work is being done on a Designated Road, Developer shall cause the Developer Parties to (i) place signs stating that people and vehicles are entering a construction area and (ii) identify certain hazards that may be present on the Designated Road. Developer also agrees to cause the Developer Parties to provide traffic control on the Designated Roads when such roads are blocked during their use by Developer or the Developer Parties under this Agreement. All traffic control devices and signage associated with Road construction shall comply with the Manual on Uniform Traffic Control Devices.

10.16. Cooperation. Notwithstanding anything contained herein to the contrary, the Road Commission agrees to reasonably cooperate with Developer's reasonable use of all Road Commission roads for the operation and maintenance of the Project.

10.17. Extraordinary Events. The Parties acknowledge that, during the expected life of the Project, circumstances may arise which will make it necessary or advisable for Developer to make repairs to its sales equipment or other heavy or bulky equipment beyond ordinary maintenance and that transportation of such components or equipment on or across Designated Roads may be necessary. The Parties agree that, if Developer determines that such circumstances have occurred, Developer will give advance written notice of the intended transportation plans to the Road Commission, and the Parties shall work together cooperatively in good faith to control such factors as: unreasonable costs for Developer; delays in transportation; inconvenience to Developer, the Road Commission and County government, the traveling public, and nearby residents; and risks to public safety.

10.18. Constitutional Limitations. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be construed or interpreted as having indebted the Road Commission, in any manner or for any purpose, to an amount exceeding in any year the Road Commission's income and revenue provided for such year.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement for Road Use, Repair, and Improvements effective as of the date first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF OTSEGO COUNTY

Date _____

By: _____

Name: _____

Its: _____

45th PARALLEL SOLAR, LLC

Date 02/02/2026 _____

By: Craig Nicks _____

Name: Craig Nicks _____

Its: Authorized Signatory _____

APPENDIX A

DEFINITIONS

"Electrical/Communications Installation" means the routing, construction, and installation, above or below ground, at a location adjacent to, under, or across certain roads, as identified on Appendix E of certain wires, cables, conduits, and/or lines (and their associated equipment) related to the collection, distribution, or transmission of the Project's (i) electrical power output at a voltage of up to 345 kV and (ii) construction, maintenance, and operation related data.

"Agreement", "Developer", "Road Commission", "Effective Date", "Parties", and "Party" have the respective meanings assigned to them in the preamble to the Agreement.

"Appendix" shall mean an appendix to this Agreement, including any Attachment to such Appendix.

"Article" and **"Section"** shall refer, respectively, to an article and section of this Agreement.

"Attachment" shall refer to an attachment to an Appendix.

"Business Day" refers each of, and **"Business Days"** refers to all weekdays, except those designated as national holidays or state holidays in Michigan.

"Road Commission Designee" means that a person designated by Road Commission in a written notice delivered to Developer.

"County" means Otsego County.

"Current Improvements" means near-term Improvements to the Designated Roads made in accordance with Section 4.2.

"Designated Road" means any road specifically and expressly identified as a Designated Road in Appendix B to the Agreement, and **"Designated Roads"** means any two or more thereof; *provided, however*, that Designated Roads do not include any state or federal road or highway even if depicted in Appendix B.

"Developer Party" refers to each of, and **"Developer Parties"** refers to all of, Developer and its contractors and subcontractors and each of their respective agents, employees, representatives, and permitted assigns.

"Developer Representative" means the initial representative of Developer designated in Section 10.14 or such other representative of Developer as may be designated by Developer in a written notice delivered to the County from time to time

"Event of Default" means the occurrence of any one or more of the following events:

- a) Failure by either Party to make any payment or reimbursement due under the terms of the Agreement when due and payable, when such failure continues for third (30) days after receipt by the defaulting Party of written notice of such failure from the non-defaulting Party.
- b) Failure by either Party to comply with any of its non-monetary obligations, covenants, agreements or conditions contained in this Agreement, when such failure continues for third (30) days after written notice of default from the non-defaulting Party; *provided*, that if such failure cannot reasonably be cured within the third (30) day period, a default shall not be deemed to have occurred if the defaulting Party begins to cure the breach within the thirty (30) day period and thereafter diligently and in good faith continues to pursue the cure of the breach until cured.
- c) Either Party experiencing either of the following:
 - (i) Voluntarily commencement of bankruptcy, insolvency, moratorium, reorganization, stay, or similar debtor-relief proceedings, or having become insolvent or generally failing to pay its debts as they become due, or having admitted in writing its inability to pay its debts, or the making of an assignment for the benefit of creditors; or
 - (ii) Bankruptcy, insolvency, receivership, reorganization, or a similar proceeding having been commenced against such Party and such proceeding remaining undismissed or unstayed for a period of ninety (90) days.

"Force Majeure Event" means a cause or event that is beyond the reasonable control, and without the fault or negligence, of the Party claiming such Force Majeure Event, to the extent such cause or event prevents or delays performance of any obligation imposed on the Party claiming such Force Majeure Event (other than an obligation to pay money), and includes the following: natural disasters; fire; lightning strikes; earthquake; unavailability of equipment; acts of God; unusually severe actions of the elements such as snow, floods, hurricanes, or tornadoes; causes or events affecting the performance of third-party suppliers of goods or services to the extent caused by an event that otherwise is a Force Majeure Event under this definition; sabotage; terrorism; war; riots or public disorders; strikes or other labor disputes; and actions or failures to act (including expropriation and requisition) of any governmental agency.

"Future Improvements" means such reasonable further Improvements as Developer believes to be reasonably necessary to accommodate the use of the Designated Roads by the Developer Parties for operation and maintenance of the Project.

"Improvements" means improvements and modifications by Developer to the Designated Roads and may include the strengthening and widening of Designated Roads, the strengthening and/or spanning of existing culverts and bridges thereon, and other improvements and modifications reasonably necessary to accommodate increased traffic and the heavy equipment and materials to be transported on the Designated Roads.

"Indemnitor" and **"Indemnitee"** have the respective meaning assigned to them in Article IX.

"Land Rights" means rights or interests in real estate, including any easement (proscriptive or otherwise), leasehold, right of way, licenses, or title in fee, as well as all consents, authorizations, and approvals that may be required for the full exercise thereof.

"Losses" means any and all losses, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs.

"Permitted Collateral Assignee" means any lender providing financing of any sort, including equity financing, for the Project as security for Developer's obligations under a financing agreement or similar (including a trustee or agent for the benefit of its lenders).

"Plans" means plans, drawings, and specifications for Current Improvements.

"Private Land Rights" means Land Rights in or to private property which Land Rights are not owned by and do not relate to any real property that lies within any easement or right of way held by the County.

"Project" has the meaning assigned to it in the recitals of this Agreement.

"Repair" and **"Repairs"** refer to the performance of work (or causing the performance of work) on a Designated Road or related appurtenance (including any bridge, culvert, or other fixture upon such Designated Road) in order to repair damage beyond ordinary wear and tear, so as to restore such Designated Road or related appurtenance to the condition it was in prior to such damage, as near as is reasonably practicable and; *provided, however*, that Repairs performed by or on behalf of Developer shall not include removal or plowing of snow.

"Significant Fugitive Dust" means dust that creates a nuisance by drifting beyond the boundary of the property on which such dust is raised, it being understood that dust drifting onto a vacant lot, pasture, or field may not be a nuisance.

APPENDIX B

DESIGNATED ROADS

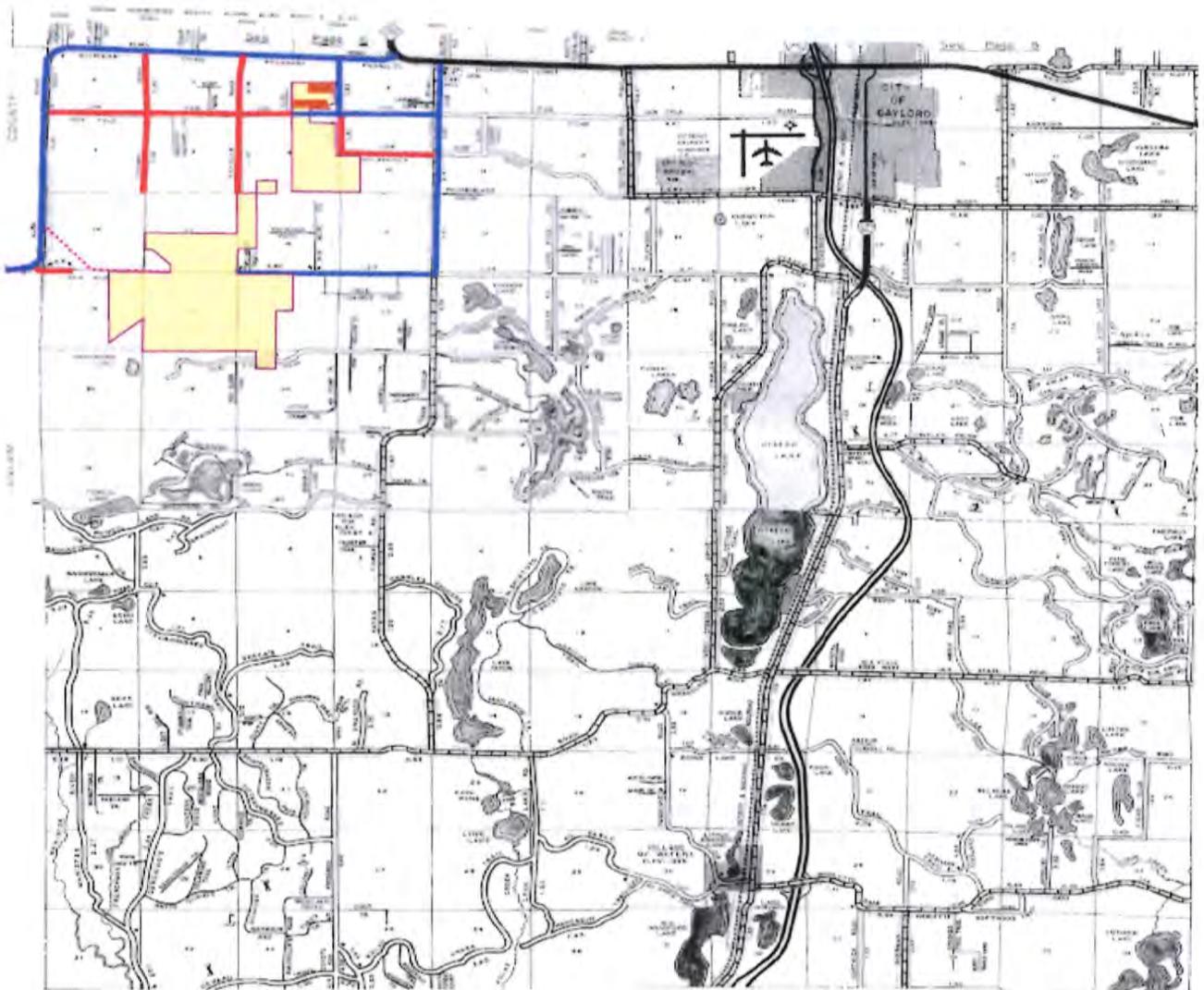
Designated Roads are depicted in blue on the map below. No other roads are Designated Roads.

LEGEND

- Project Boundary (Roughly)
- PRIMARY HAULTRUCK ROUTE
- ROADS TO BE AVOIDED
- GMC Planned Main Laydown
- Potential Internal Road to be improved/used

LEGEND

- COUNTY LINE
- CORPORATE LIMITS
- STATE TRUNK LINE
- COUNTY PRIMARY
- COUNTY LOCAL
- ADJACENT COUNTY
- UNCERTIFIED OR PRIVATE ROAD



APPENDIX C

REIMBURSEMENT RATES

- Labor:** With respect to labor used in making Repairs, the Road Commission shall be reimbursed for the expense of such labor at a rate equal to the Road Commission's actual reasonable out of pocket costs, including fringe benefits, but without mark up, for such labor.
- Equipment:** With respect to equipment used in making Repairs, the Road Commission shall be compensated for the use of such equipment at the rates set out in the then-current [Rental Rate Blue Book (“**Equipment Cost Recovery**”), as published by Equipment Watch]. Where such rates are stated in monthly terms, such rate shall be prorated to and billed as an hourly rate, where one month equals 176 hours.
- Materials:** With respect to materials used in making Repairs, the Road Commission shall be reimbursed for the expense of such materials at actual, reasonable, out-of-pocket cost (without mark-up).

APPENDIX D

INVOICING PROCEDURES

The Road Commission shall invoice Developer in accordance with the invoicing procedures set out below.

Invoices shall:

- Identify the invoice as relating to the Agreement for Road Use and Repair, including the Effective Date, between 45th Parallel Solar, LLC and the Otsego County Road Commission.
- Set out an itemization of the Repairs made and their location, in each case in such detail and with such supporting documentation as are reasonable to permit Developer to verify the invoiced amounts.
- Be addressed to the Developer address set out in the Agreement's notice provision, to the attention of Project Controls.

APPENDIX E

ELECTRICAL / COMMUNICATIONS INSTALLATION

The attached map(s) depict routing, construction, and installation of the Electrical / Communications Installation adjacent to, under, or across certain roads.



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. B
SUBJECT: Resolution R26-1 (MDOT Contract 25-5621 Safety Signage)

DESCRIPTION

MDOT requires a resolution approving the contract between the Road Commission and MDOT for the safety signage grant the OCRC received. The work will consist of horizontal curve permanent signing at 102 locations along Douglas Lake Road, Crapo Road, Lake Manuka Road, Turtle Lake Road South, Meridian Line Road, Mancelona Road and Springay Road, including chevron signing and reflective sheeting on sign posts; and all together with necessary related work. The complete MDOT contract is attached to this agenda item report.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** Resolution R26-1 as presented.

HSIP

DA

Control Section	HSIP 69000
Job Number	221959CON
Project	26A0105
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5621

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OTSEGO, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Otsego County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 11, 2025, attached hereto and made a part hereof:

Horizontal curve permanent signing at 102 locations along Douglas Lake Road, Crapo Road, Lake Manuka Road, Turtle Lake Road South, Meridian Line Road, Mancelona Road and Springay Road, including chevron signing and reflective sheeting on sign posts; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$198,000 or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the FHWA pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

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The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the

PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF OTSEGO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



December 11, 2025

EXHIBIT I

CONTROL SECTION	HSIP 69000
JOB NUMBER	221959CON
PROJECT	26A0105

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$213,406
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$213,406
Less Federal Funds*	<u>\$192,065</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 21,341

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. C
SUBJECT: Bid Award – Annual Gravel Stabilization

DESCRIPTION

Bids for 2026 Gravel Road Stabilization were advertised and received. Bid award recommendation for 2026 Annual Gravel Stabilization to American Waste, Inc. DBA: GFL Environmental/Northern A-1 Industrial Services, LLC for \$0.295/gallon continuous application. Estimated total cost for project is \$95,875. The bid tabulation is attached to this report.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the bid for Gravel Road Stabilization to American Waste, Inc. DBA: GFL Environmental/Northern A-1 Industrial Services, LLC for \$0.295/gallon.



Tabulation of Bids

**2026 Annual Gravel Stabilization
Otsego County Road Commission
Friday, January 23rd, 2026, 2:00 p.m.**

LOW BIDDER									
Northern A-1/GFL									
D&J Bowen Dust Control									
Liquid Calcium Chloride Sales									
Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Price	Unit Price	Bid Price2	Unit Price	Bid Price2
1	26% Mineral Brine - Delivered to tank	325,000	Gal	\$0.270	\$87,750.00	\$ 0.260	\$84,500.00	No Bid	
2	26% Mineral Brine - Continuous Application	325,000	Gal	\$0.295	\$95,875.000	\$ 0.310	\$100,750.00	No Bid	
3	38% Calcium Chloride - Delivered to tank	325,000	Gal	No Bid		No Bid		No Bid	
4	38% Calcium Chloride - Continuous Application	325,000	Gal	No Bid		No Bid		\$0.852	\$ 276,900.00

Total for Delivered to supplied tank =	\$87,750.00
Total for Continuous Application =	\$95,875.000



Otsego County Road Commission

Agenda Item Report

FROM: Kirk Harrier, Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. D
SUBJECT: Bid Award – 2026 Chip Seal Program

DESCRIPTION

Bids for 2026 Chip Seal Program were advertised and received. Bid award recommendation to Pavement Maintenance Systems, LLC in the amount of \$700,527.50 which represents 225,250 sq. yards of single chip seal and fog seal for the 2026 season. The bid tabulation is attached to this report. Roads identified for the 2026 season to receive treatment are as follows:

Livingston TWP	Primary	1.00	Old 27 N - Congdon Rd to Fairview Rd
Livingston TWP	Primary	2.50	Poquette Rd - Old 27 North to Goslow Rd
Bagley TWP	Local	2.00	Van Tyle Rd – S Townline Rd to Dickerson Rd
Hayes TWP	Primary	4.85	Hayes Tower Rd – Mancelona Rd to Lake Manuka Rd
Bagley TWP	Local	2.00	Old Alba Rd – Hayes Tower Rd to TWP Line

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** the 2026 Chip Seal Program bid award to Pavement Maintenance Systems, LLC in the amount of \$700,527.50.



**OTSEGO COUNTY ROAD COMMISSION
TABULATION OF BIDS**

Friday, January 23rd, 2026

2:00 p.m.

**2026 Chip Seal Program
225,250 SYD of Single Chip and Fog Seal**

COMPANY	BID
Pavement Maintenance Systems, LLC	\$700,527.50
Fahrner Asphalt Sealers, LLC	\$702,780.00



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. E
SUBJECT: Bid Award – Knoch Road Re-Gravel Project

DESCRIPTION

Bid award recommendation for the Chester Road re-gravel project to supply, haul and deliver 23A (Afton Stone) aggregate to Rieth-Riley Construction Co., Inc. in the amount of \$20.55/Ton (estimated 2,000 Tons). Approximate project length, 0.55 miles.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** award the bid for Chester Road Re-Gravel project in the amount of \$20.55/Ton to Rieth-Riley Construction Co., Inc.



**OTSEGO COUNTY ROAD COMMISSION
TABULATION OF BIDS**

Friday, January 23rd, 2026

2:00 p.m.

Knoch Road

(From Murner Road to Meecher Road)

Estimated 2,000 Tons

COMPANY	BID	TOTAL
Rieth-Riley Construction Co., Inc.	\$20.55 /ton	\$41,100
Poquette Leasing Company, Inc.	\$21.64 /ton	
KEO Rental & Service LLC	\$23.82 /ton	



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. F
SUBJECT: Bid Awards – Kujawa Rd, Turtle Lake Rd, Meridian Line Rd, Crapo Lake Rd

DESCRIPTION

Engineer's bid award recommendation for the Kujawa Rd, Turtle Lake Rd, Meridian Line Rd, and Crapo Lake Rd 2026 projects.

- Kujawa Rd—HMA crushing & shaping and HMA paving on Kujawa Road from Goslow Road to 4350 feet north of Blahowiak Road.
- Turtle Lake Rd—HMA crushing & shaping and HMA paving on Turtle Lake Road from M-32 to Wilkinson Road.
- Meridian Line Rd—HMA crushing & shaping and HMA paving on Meridian Line Road from 2170 feet north of Beckett Road to the Otsego County Line.
- Crapo Lake Rd—HMA wedge and overlay on Crapo Lake Road from Otsego County Line to Old State Road.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** Engineer's bid award as follows:

Kujawa Rd. Project, Payne & Dolan inc., \$617,241.45
Turtle Lake Rd. Project, Payne & Dolan Inc., \$270,959.00
Meridian Line Rd. Project, Elmer's Inc., \$1,175,747.10
Crapo Lake Rd. Project, Rieth & Riley Inc., \$778,990.00



3205 US-23 South
Alpena, MI 49707
Ph: 989-356-6375
Fax: 989-354-8286

February 10, 2026

Otsego County Road Commission
Mr. Kirk Harrier, Manager
PO Box 537
669 W McCoy Rd
Gaylord, MI 49734

Re: Project Award Recommendations

Dear Mr. Harrier,

On February 10, 2026 at 9:00 am bids were received at the Otsego County Road Commission for the projects listed below. Huron has reviewed the bid tabs for each project and recommends award of each project as noted below.

Meridian Line Road (Engineer's Estimate \$1,370,088.40)

Elmer's Crane and Dozer, Inc.	\$1,175,747.10
E. F. Wilkinson & Sons, Inc.	\$1,196,342.12
Payne & Dolan, Inc.	\$1,202,235.31
J&N Construction, LLC	\$1,223,771.90
Tri County Excavating Group, LLC	\$1,259,641.00
M & M Excavating Company	\$1,286,932.10

All bidders have a history of successful project completion with similar projects; we recommend award of this project to the low bidder Elmer's Crane and Dozer, Inc.

Turtle Lake Road (Engineer's Estimate \$335,319.00)

Payne & Dolan, Inc.	\$270,959.00
Tri County Excavating Group, LLC	\$277,679.00
Rieth-Riley Construction Co, Inc.	\$289,415.40
J&N Construction, LLC	\$309,747.10
M&M Excavating Company	\$328,255.40
E. F. Wilkinson & Sons, Inc.	\$332,227.20

All bidders have a history of successful project completion with similar projects; we recommend award of this project to the low bidder Payne & Dolan, Inc.



3205 US-23 South
Alpena, MI 49707
Ph: 989-356-6375
Fax: 989-354-8286

Kujawa Road Local (Engineer's Estimate \$726,682.20)

Payne & Dolan, Inc.	\$617,241.45
M&M Excavating Company	\$669,710.34
J&N Construction, LLC	\$672,775.24
E. F. Wilkinson & Sons, Inc.	\$677,471.30
Elmer's Crane and Dozer, Inc.	\$689,428.72

All bidders have a history of successful project completion with similar projects; we recommend award of this project to the low bidder Payne & Dolan, Inc.

Crapo Lake Road (Engineer's Estimate \$893,360.00)

Rieth-Riley Construction Co, Inc.	\$778,990.00
Payne & Dolan, Inc.	\$806,885.00

All bidders have a history of successful project completion with similar projects; we recommend award of this project to the low bidder Rieth-Riley Construction Co, Inc.

Sincerely,
Huron Engineering and Surveying, Inc.

A handwritten signature in black ink that reads "Rebecca E Rivard". The signature is written in a cursive style and is positioned above a horizontal line.

Rebecca Rivard, P.E.
Project Engineer



Otsego County Road Commission

Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. G
SUBJECT: Engineering Services/Engineer of Record

DESCRIPTION

At the December 2025 OCRC Board meeting, the OCRC Board directed staff to advertise proposals for engineering services. A request for proposal (RFP) was published with a due date of January 5, 2026, for the OCRC to receive proposals from interested firms. A total of 5 proposals were received from the following firms: Prein & Newhof, Huron Engineering & Surveying, Gourdie-Fraser, OHM Advisors, and Spicer Group. At the January 2026 OCRC meeting, the Board directed the Managing Director, Operations Manager and Commissioners Troy Huff and Luke Gordon to conduct interviews with Prein & Newhof, Huron Engineering, and OHM Advisors and deliver a recommendation to the full Board at the February meeting regarding the selection of an engineering firm to provide services to the OCRC. OHM Advisors was the firm selected and is the recommendation to the full Board.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the selection of OHM Advisors as the Engineer of Record for the Otsego County Road Commission.



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8. H
SUBJECT: Organizational Chart

DESCRIPTION

Revised OCRC organization chart. Changes include Weighmaster position and removal of Operations Manager position and replace with proposed Operations/Engineering Technician position.

BUDGET ACTION REQUIRED

N/A

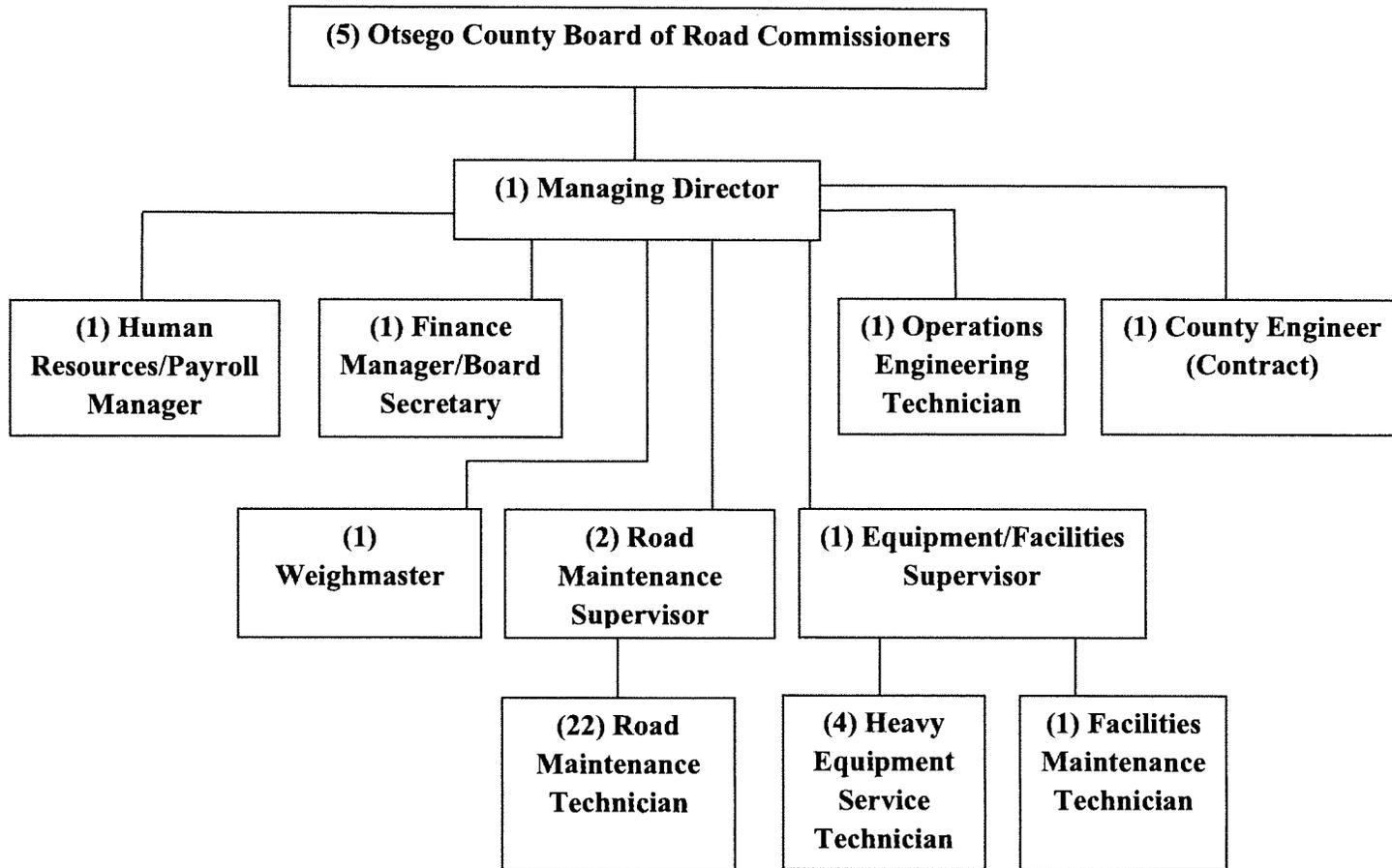
LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** the OCRC Organizational Chart dated February 12, 2026.

Otsego County Road Commission Organizational Chart



Adopted OCRC Board February 12, 2026



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8.1
SUBJECT: Operations/Engineering Technician Position

DESCRIPTION

The Operations Manager position was recently vacated. The position was re-evaluated due to the addition of a second Road Maintenance Supervisor position. Attached to this report is a new job description for an Operations/Engineering Technician position. The position, if approved, would replace the Operations Manager position and includes many of the duties performed by the Operations Manager plus other critical duties that need to be performed in order for the OCRC to continue to provide the critical services needed to accomplish the OCRC's mission. This position would also work closely with the OCRC's engineering firm, which will aid in reducing contract costs. Staff is looking for Board of approval of this revised position in order to take the next steps to fill the position. The position would be an exempt position, not eligible for overtime compensation, with an annual expected target salary of \$74,000.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** the elimination of the Operations Manager Position and replace it with Operations/Engineering Technician position and direct staff to take necessary steps to fill the position.

DRAFT

OTSEGO COUNTY ROAD COMMISSION JOB DESCRIPTION

OPERATIONS/ENGINEERING TECHNICIAN

SUPERVISED BY: Managing Director

SUPERVISES: No Supervisory Responsibility

FLSA STATUS: Exempt

POSITION SUMMARY:

Under the direction of the Managing Director is responsible for organizing, bidding, ordering maintenance materials. Prepares annual bids for contractual maintenance and oversees work performed. Collects survey information, draft plan sheets, and assist County Engineer in preparing specifications for construction projects. Oversees permit processing functions. Assist in development of road maintenance activities, construction projects, and short/long-term maintenance strategies for the Road Commission. Assist with preparing budgets for capital outlay, state, local and primary maintenance work. Works extensively with other government entities, contractors, utilities, and the general public to further Road Commission policy and maintenance strategies.

ESSENTIAL JOB FUNCTIONS:

An employee in this position may be called upon to do any of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Plan, coordinate, schedule contact maintenance projects, monitors work output to ensure compliance.
2. Assist County Engineer with construction project estimates and development of five-year plan, attend pre-construction meetings.
3. Act as State Trunkline Assistant Contract Administrator for the MDOT maintenance contract. Coordinates work with MDOT North Region Maintenance Coordinator. Establishes and manages subcontracts for the trunkline, as well as coordinating equipment and supplies.
4. Responsible for yearly road salt ordering (State and County). Prepares and receives annual bids for sand, aggregate, brine, pavement markings, HMA, and other materials utilized for road maintenance operations.
5. Maintains call log resolutions and compile year-end reports.
6. Reviews damage claims and assesses liability made against the Road Commission. Collects injury reports, reviews property damage, data, and photos for these claims and submits to liability insurance carrier.
7. Assist with implementing safety training programs and keep Road Commission compliant with MIOSHA and OSHA standards regulations.

8. Assist with the Northeast Michigan Council of Governments (NEMCOG) in planning and organizing projects for federal aid dollars coordinating the preparation of state and federal grant funding requests.
9. Maintain and update road asset condition inventory assisting with annual PASER rating analysis.
10. Oversee, develop, and maintain certification maps (Act 51 maps). Make annual submissions to State of Michigan to comply with reporting requirements.
11. Utilizes various software and databases computer aided drafting and design, spreadsheets, word-processing, data input, data manipulation and database management systems.
12. Receives and processes all permitting applications administered by the Road Commission such as land divisions, public/private road name, driveway permits, working in the road right-of-way, special events, or special transportation needs and utilities.
13. Performs other duties as directed.

The duties stated here are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not to be construed as an exhaustive list of all duties and responsibilities which might be assigned to personnel so classified.

ESSENTIAL JOB ELEMENTS AND PHYSICAL DEMANDS (ADA):

- | | |
|---------------------|---|
| Physical Mobility - | Ability to walk extended distances and climb stairs or ramps to access Road Commission and other work-related locations and facilities. |
| Vision and Sight - | Ability to read instructions, directions, and similar written information in letters, memoranda, forms and other documents. |
| Hearing/Speaking - | Ability to converse orally to receive and communicate information to employees and the public. |
| Agility/Movement - | Ability to lift, push, pull, and manipulate tools, equipment, supplies, and other objects often weighing upwards to 60 pounds. |

DESIRABLE QUALIFICATIONS:

An Associate's degree in Civil Engineering or Construction Technology, or a related field, plus experience in construction inspection/methods and maintenance, computer-aided drafting (CAD), land-surveying methods, traffic engineering or related field.

Ability to deal with the public courteously and effectively and work cooperatively with other employees and contractors.

Skill in the use of office equipment and technology, including Microsoft Suite applications, Roadsoft, CAD, maintenance management system software and other relevant software programs utilized in road construction/engineering operations.

Working knowledge of storm water, soil erosion and sedimentation control management practices.

SPECIAL REQUIREMENTS:

Michigan Vehicle Operator's License.

Construction Stormwater Operator and SESC Plan Review and Design Certification

EMPLOYMENT STATUS:

It is the policy of the Road Commission that all employees in this job classification are employed at the will of the Road Commission and may resign or be dismissed with or without cause or notice at any time during employment.



Otsego County Road Commission Agenda Item Report

FROM: Rebecca Hilmert, Finance Manager
MEETING DATE: February 12, 2026
AGENDA ITEM: 8.J
SUBJECT: MERS RHFV Plan Fund Distribution

DESCRIPTION

The Otsego County Road Commission paid \$240,927.75 for retiree healthcare in 2025 and would like to submit for reimbursement. For distribution requests over \$100,000, MERS requires two authorized signatures from the municipality.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** fund distribution request in the amount of \$240,927.75 from the MERS Retiree Healthcare Funding Vehicle Plan and authorize the managing director and finance manager to sign the request form and submit for reimbursement.

Distribution Report

Year Dates:1/1/2025 to 12/31/2025

Month Dates: 12/1/2025 to 12/31/2025

	Labor	Equipment	Materials	Vouchers	Misc.	Receipts	Total
Control A513	DIST EXP - LABOR RELATED						
A513-A513-0							
709-0 X	VACATION						
7,785.31	0.00		0.00	0.00	0.00	0.00	7,785.31
85,615.29	0.00		0.00	0.00	0.00	0.00	85,615.29
710-0 X	SICK LEAVE						
1,561.86	0.00		0.00	0.00	0.00	0.00	1,561.86
25,262.44	0.00		0.00	0.00	0.00	0.00	25,262.44
711-0 X	HOLIDAY PAY						
15,168.48	0.00		0.00	0.00	0.00	0.00	15,168.48
80,419.06	0.00		0.00	0.00	0.00	0.00	80,419.06
712-1 X	FUNERAL LEAVE						
0.00	0.00		0.00	0.00	0.00	0.00	0.00
3,216.36	0.00		0.00	0.00	0.00	0.00	3,216.36
712-2 X	JURY DUTY						
217.52	0.00		0.00	0.00	0.00	(34.64)	182.88
371.66	0.00		0.00	0.00	0.00	(34.64)	337.02
713-0 X	PERSONAL DAYS						
719.32	0.00		0.00	0.00	0.00	0.00	719.32
7,057.79	0.00		0.00	0.00	0.00	0.00	7,057.79
715-0 X	F.I.C.A.						
13,322.36	0.00		0.00	0.00	1,520.12	0.00	14,842.48
175,067.50	0.00		0.00	2,714.58	1,415.30	(52.66)	179,144.72
716-0 X	Healthcare/Current						
0.00	0.00		0.00	0.00	44,550.04	(1,488.05)	43,061.99
0.00	0.00		0.00	497,586.02	43,815.69	(23,309.56)	518,092.15
716-00 X	Healthcare/Retirees						
0.00	0.00		0.00	0.00	21,657.76	0.00	21,657.76
0.00	0.00		0.00	201,636.31	21,657.76	0.00	223,294.07
716-01 X	Opt Out/Retirees						
0.00	0.00		0.00	0.00	0.00	0.00	0.00
3,500.00	0.00		0.00	0.00	0.00	0.00	3,500.00
716-05 X	Healthcare/Commissioner						
0.00	0.00		0.00	0.00	2,023.60	(1,454.56)	569.04
0.00	0.00		0.00	33,586.16	2,023.60	(18,133.74)	17,476.02
716-1 X	Opt Out/Current						
0.00	0.00		0.00	0.00	0.00	0.00	0.00
6,000.00	0.00		0.00	0.00	0.00	0.00	6,000.00
716-2 X	Opt Out - Management						
500.00	0.00		0.00	0.00	0.00	0.00	500.00
2,000.00	0.00		0.00	0.00	0.00	0.00	2,000.00
716-3 X	Healthcare Reimbursement Expense						
0.00	0.00		0.00	7,965.19	0.00	0.00	7,965.19
0.00	0.00		0.00	53,159.27	52.30	0.00	53,211.57
716-3A X	RETIREE HRA REIMBURSEMENT						
0.00	0.00		0.00	130.48	0.00	0.00	130.48
0.00	0.00		0.00	14,133.68	0.00	0.00	14,133.68
716-3B X	COMMISSIONER HRA REIMBURSEMENT						
0.00	0.00		0.00	0.00	0.00	0.00	0.00
0.00	0.00		0.00	1,301.07	0.00	0.00	1,301.07

Distribution Report

Year Dates:1/1/2025 to 12/31/2025

Month Dates: 12/1/2025 to 12/31/2025

	Labor	Equipment	Materials	Vouchers	Misc.	Receipts	Total
716-4	X	In Lieu of Healthcare					
	0.00	0.00	0.00	6,173.64	0.00	0.00	6,173.64
	0.00	0.00	0.00	74,481.48	0.00	0.00	74,481.48
716-5	X	Dental Insurance					
	0.00	0.00	0.00	0.00	3,842.80	0.00	3,842.80
	0.00	0.00	0.00	41,780.88	3,842.80	0.00	45,623.68
716-6	X	Opt Out/Commissioner					
	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
717-0	X	LIFE INSURANCE					
	0.00	0.00	0.00	0.00	3,214.71	(285.94)	2,928.77
	0.00	0.00	0.00	36,628.55	3,214.71	(3,677.69)	36,165.57
718-0	X	RETIREMENT					
	0.00	0.00	0.00	76,717.05	0.00	(5,601.53)	71,115.52
	0.00	0.00	0.00	927,668.30	0.00	(73,549.58)	854,118.72
719-0	X	COMPENSATION INSURANCE					
	0.00	0.00	0.00	0.00	7,812.00	0.00	7,812.00
	0.00	0.00	0.00	23,788.00	7,812.00	(13,074.26)	18,525.74
725-0	X	FRINGES RECOVERED/Trunkline					
	0.00	0.00	0.00	0.00	(68,706.67)	0.00	(68,706.67)
	0.00	0.00	0.00	0.00	(352,451.29)	0.00	(352,451.29)
734-0	X	Safety Expense					
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	380.00	0.00	0.00	380.00
A513-A513-0	Total For						
	40,274.85	0.00	0.00	90,986.36	15,914.36	(8,864.72)	138,310.85
	393,510.10	0.00	0.00	1,908,844.30	(268,617.13)	(131,832.13)	1,901,905.14
Control A513	Total	DIST EXP - LABOR RELATED					
	40,274.85	0.00	0.00	90,986.36	15,914.36	(8,864.72)	138,310.85
	393,510.10	0.00	0.00	1,908,844.30	(268,617.13)	(131,832.13)	1,901,905.14
Grand Total:							
	40,274.85	0.00	0.00	90,986.36	15,914.36	(8,864.72)	138,310.85
	393,510.10	0.00	0.00	1,908,844.30	(268,617.13)	(131,832.13)	1,901,905.14

This report was created with the following parameters

Enter Year Start and End Dates:
 1/1/2025 Thru 12/31/2025
 Enter Month Start and End Dates:
 12/1/2025 Thru 12/31/2025
 Enter Account Type Range (Optional):
 Enter Account Level 3's To Suppress Detail (Optional):
 Enter Acct1 Range (Optional):
 Enter Acct2 Range (Optional):
 Enter Acct3 Range (Optional):
 a513 Thru a513
 Enter Acct4 Range (Optional):
 Enter Acct5 Range (Optional):
 Enter Acct6 Range (Optional):
 Enter Acct7 Range (Optional):