



## Approved Minutes – Regular Meeting April 9th, 2025

### Call to Order

- The meeting began at 7 pm.

### Pledge of Allegiance

### Roll Call

- Roll Call was taken with Jess McClaughry, Bronwyn Asplund, Gail Garrity, and Rachel Mackson in attendance. Lorie Fliegel was absent for family reasons. There were 11 visitors in attendance.

### Agenda

- Motion made by Jess McClaughry, seconded by Gail Garrity, to approve the agenda as presented.  
✓ Motion approved by all Board members present.

### Treasurer's Report

- Statement of Accounts
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the Statement of Accounts as presented.  
✓ Motion approved by all Board members present.

### Minutes

- Fire Hearing
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the minutes as presented.  
✓ Motion approved by all Board members present.
- Last Month's Regular Meeting
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the minutes as presented.  
✓ Motion approved by all Board members present.
- Budget Hearing
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve the minutes as presented.  
✓ Motion approved by all Board members present.

### Township Disbursements

- Invoices and Bills
  - Motion made by Jess McClaughry, seconded by Gail Garrity, to approve the bills as presented.  
✓ Motion approved by all Board members present.
- Budget Report
  - No changes are needed.

### **Community Services: Five-minute time limit per person**

- Library – Nancy House
  - The library is losing many federal grants, including ones for the summer reading program for children and MeLCat.
  - The parking lot and drive-thru drop-off pick-up for books and materials is finally going to happen.
  - Due to a generous donation, the library will be able to re-roof the new building.
- Assessor – Tina Wright
  - Unable to attend due to a death in the family.
  - During a review of the tax rolls for the fire assessment, it was noticed that the database needs cleaning up.
    - She has been working on ensuring that all properties are in the correct land value and ECT tables based on classification.
    - She is also auditing questionable exemptions.
- Fire Chief – Chris Damvelt
  - It typically takes 10-15 minutes for the fire department to respond to a call.
  - They recently had to buy a new truck that holds 2 thousand gallons of water.
  - The fire station needs a new roof.
  - Presented yearly incident reports. (see below)

### **Public Comment #1: Please limit comments to Agenda Items**

- NONE

### **Unfinished Business:**

- McCone Rubbish Assessment
  - In reviewing the minutes from previous years, notably 2016-2017 when the rubbish assessment was removed, no vote by the Board to remove the assessment was recorded.
  - According to the policy the Board was using at the time the assessment was removed - the pole barn in question would have been considered a trash-producing structure and should have been charged a rubbish fee.
  - The Assessment District, established in 2021, replaced all trash and rubbish policies and created a Rubbish Assessment roll.
  - At the time the district was set up, there was not a Rubbish Assessment on the property.
  - After consulting with the MTA, county treasurer, and township attorney, it remains unclear whether the board is permitted to add a rubbish assessment in 2025.
  - The Rubbish District needs to be renewed in 2026.
    - Motion made by Jess McClaughry, seconded by Gail Garrity, to add the Rubbish Assessment to the McCone property for the 2025 Winter Tax Bill.
- X Motion Failed
  - Ayes: Jess McClaughry and Gail Garrity
  - Nays: Rachel Mackson and Bronwyn Asplund
- Tree Landscaping Update
  - See diagram below.

### **New Business**

- Fire Assessment Ordinance
  - Motion made by Jess McClaughry, seconded by Rachel Mackson, to rescind the Fire Ordinance now that we have a Fire District in place.
    - ✓ Motion approved by all Board members present.
- Trash Policy
  - Tabled for review.
- Contract with County for Ballot Programming and Early Voting.
  - Motion made by Rachel Mackson, seconded by Gail Garrity, to approve the Contract for Ballot Programming and Early Voting with the county.
    - ✓ Motion approved by all Board members present.

- Porta Potty for Pavilion
  - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to approve a porta-potty for the pavilion from May 15 – Sept 15 with an extension into Oct. if there is good weather.
    - ✓ Motion approved by all Board members present.
- Recycle Bin
  - Resume the schedule to twice per week.
    - Motion made by Jess McClaughry, seconded by Bronwyn Asplund, to increase pick up of recycle bin to twice a week from May through Sept.
      - ✓ Motion approved by all Board members present.

**Public Comment #2:**

- Sarah McCone again questioned the reason behind adding a rubbish assessment to her property.
- Brent Ray voiced his concern about public comments.
- Katie Brewer encouraged everyone to vote yes on the Renewal of the RESD millage at the upcoming election. Taxes would remain the same and the programs help train local youths with work-based learning that prepares them for jobs in the area.
- Fire Chief Damvelt also spoke in favor of the millage. They are starting a program to train the high school students as firefighters which is a great addition to the community.

**Board Member Comments**

- Bronwyn
  - The Neighborhood Watch meeting was well attended. Officer Dawson spoke about the lack of facilities to house juvenile offenders in Clare and surrounding areas. It is a real problem that needs to be addressed.
- Rachel
  - Election is Tues, May 6<sup>th</sup>, from 7 am – 8 pm at the Township Hall. There is NO early voting.
- Jess
  - Now that the weather is nicer, please be aware and pick up after your dogs.
- Gail
  - Hayes Township is having an Easter Egg Hunt this Saturday, the 12<sup>th</sup>, at 10 am at their hall.

**Adjourn**

- The meeting adjourned at 7:42 pm.



Rachel Mackson  
Greenwood Township Clerk

# ***GREENWOOD TOWNSHIP***

**LORIE FLIEGEL-TREASURER**

## **TREASURERS STATEMENT OF ACCOUNTS AS OF MARCH 31, 2025**

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### **TOWNSHIP GENERAL FUND**

<b>General Fund</b>	<b>OPENING BALANCE</b>	<b>\$139,749.36</b>
Deposits & interest		<b>\$28,081.78</b>
Disbursements		<b>\$25,565.13</b>
	<b>CLOSING BALANCE</b>	<b>\$142,266.01</b>
<b>ARPA Fund</b>	<b>OPENING BALANCE</b>	<b>\$5,259.90</b>
Deposits & interest		<b>\$0.00</b>
Disbursements		<b>\$473.00</b>
	<b>CLOSING BALANCE</b>	<b>\$4,786.90</b>
<b>ARPA PENDING</b>	<b>OPENING BALANCE</b>	<b>\$15,870.00</b>
Deposits & interest		<b>\$0.00</b>
Disbursements		<b>\$0.00</b>
	<b>CLOSING BALANCE</b>	<b>\$15,870.00</b>
Total Available Funds - General Fund Checking		<b>\$162,922.91</b>

### **TOWNSHIP ROAD FUND**

<b>Road Fund 1</b>	<b>OPENING BALANCE</b>	<b>\$128,809.42</b>
Deposits & interest		<b>\$3,830.97</b>
Disbursements		<b>\$0.00</b>
	<b>CLOSING BALANCE</b>	<b>\$132,640.39</b>

### **RUBBISH ASSESSMENT ACCOUNT**

<b>Rubbish Assessment Acc</b>	<b>OPENING BALANCE</b>	<b>\$150,806.13</b>
Deposits & interest		<b>\$6,562.51</b>
Disbursements		<b>\$35,184.09</b>
	<b>CLOSING BALANCE</b>	<b>\$122,184.55</b>

# ***GREENWOOD TOWNSHIP***

**LORIE FLIEGEL-TREASURER**

**TREASURERS STATEMENT OF ACCOUNTS AS OF MARCH 31, 2025**

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## **LILY LAKE ASSESSMENT ACCOUNT**

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<b>Lily Lake Assessment Account</b>	<b>OPENING BALANCE</b>	<b>\$24,272.20</b>
Deposits & interest		<b>\$2,062.79</b>
Disbursements		<b>\$203.00</b>
	<b>CLOSING BALANCE</b>	<b>\$26,131.99</b>
 <b>Lily Lake Assessment Contingency</b>	 <b>OPENING BALANCE</b>	 <b>\$3,800.00</b>
Deposits & interest		<b>\$0.00</b>
Disbursements		<b>\$0.00</b>
	<b>CLOSING BALANCE</b>	<b>\$3,800.00</b>
 <b>Lily Lake Assessment Sonar Reserve</b>	 <b>OPENING BALANCE</b>	 <b>\$5,700.00</b>
Deposits & interest		<b>\$0.00</b>
Disbursements		<b>\$0.00</b>
	<b>CLOSING BALANCE</b>	<b>\$5,700.00</b>
 <b>Total Available Funds - Lily Lake Checking</b>		 <b>\$35,631.99</b>

## **TOWNSHIP CD ACCOUNTS**

<b>Huntington Bank CD 1</b>	<b>CURRENT BALANCE</b>	<b>\$31,153.99</b>
matures 06/02/25		
<b>Huntington Bank CD 2</b>	<b>CURRENT BALANCE</b>	<b>\$38,605.45</b>
matures 07/31/25		
<b>Huntington Bank CD 3</b>	<b>CURRENT BALANCE</b>	<b>\$41,103.18</b>
matures 01/06/26		
<b>Isabella Bank CD</b>	<b>CURRENT BALANCE</b>	<b>\$60,273.13</b>
matures 07/29/25		
 <b>Total CD Funds</b>		 <b>\$171,135.75</b>

## CHECK REGISTER REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY

Check Date	Bank	Check	Module	Vendor	Vendor Name	Description	Amount	
<b>Bank GEN GENERAL FUND CHECKING</b>								
03/15/2025	GEN	DD223	HRMS	026	JANICE BOHLINGER		313.99	
03/15/2025	GEN	DD224	HRMS	015	JESSE J MCCLAUGHRY		85.12	
04/10/2025	GEN	DD225	HRMS	001	BROWNWYN ASPLUND		311.16	
04/10/2025	GEN	DD226	HRMS	003	LESA BOSHEARS		166.23	
04/10/2025	GEN	DD227	HRMS	032	LORIE FLIEGEL		1,011.68	
04/10/2025	GEN	DD228	HRMS	007	GAIL GARRITY		311.16	
04/10/2025	GEN	DD229	HRMS	008	RANDALL GORSKI		129.29	
04/10/2025	GEN	DD230	HRMS	014	RACHEL MACKSON		1,364.62	
04/10/2025	GEN	DD231	HRMS	015	JESSE J MCCLAUGHRY		838.40	
04/10/2025	GEN	DD232	HRMS	023	TINA M WRIGHT		1,089.53	
03/14/2025	GEN	3101	AP	140	ISABELLA BK & TRUST	OFFICE SUPPLIES FIRE	0.00	V
03/14/2025	GEN	3102	AP	140	ISABELLA BK & TRUST	STAMPS FOR FIRE	0.00	V
03/14/2025	GEN	3103	AP	140	ISABELLA BK & TRUST	ADOBE	0.00	V
03/14/2025	GEN	3104	AP	140	ISABELLA BK & TRUST	MAILCHIMP	0.00	V
03/14/2025	GEN	3105	AP	140	ISABELLA BK & TRUST	FOOD FOR ELECTION	0.00	V
03/14/2025	GEN	3106	AP	140	ISABELLA BK & TRUST	OFFICE SUPPLIES FIRE	2,077.33	
03/14/2025	GEN	3107	AP	MISC	ADAM CAREY	HALL REFUND CARE	150.00	
03/14/2025	GEN	3108	AP	MISC	DANA KOZMA	HALL REFUND KOZMA	150.00	
03/14/2025	GEN	3109	AP	090	FAHEY SCHULTZ BURZYCH RHODE	FIRE LEGAL FEES	619.00	
03/15/2025	GEN	3110	HRMS	035	KELLIE BARDOUCHE		365.94	
03/15/2025	GEN	3111	HRMS	038	JENNIFER BARKER		286.28	
03/15/2025	GEN	3112	HRMS	036	PATRICIA KARDIA		286.28	
04/09/2025	GEN	3113	AP	061	CONS ENERGY CO	STREET LIGHT	104.90	
04/09/2025	GEN	3114	AP	061	CONS ENERGY CO	LED STREET LIGHTS	30.74	
04/09/2025	GEN	3115	AP	061	CONS ENERGY CO	TH ELECTRIC	176.19	
04/09/2025	GEN	3116	AP	084	ELECTION SOURCE	ANNUAL MAINTENANCE CONTRACT ELECTIO	615.00	
04/09/2025	GEN	3117	AP	140	ISABELLA BK & TRUST	STAMPS FOR ELECTION	217.96	
04/09/2025	GEN	3118	AP	141	ISP MGT	INTERNET & VO IP	126.70	
Total GEN:								
(5 Checks Voided)								
Total of 23 Disbursements:							10,827.50	
<b>Bank LILY LILY LAKE FUND CHECKING</b>								
03/14/2025	LILY	1184	AP	055	CLARE COUNTY TREASURER	REIMBURSED TO COUNTY	203.00	
Total LILY:								
(0 Checks Voided)								
Total of 1 Disbursements:							203.00	
(5 Checks Voided)								
Total of 24 Disbursements:							11,030.50	

**BUDGET REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY**  
Calculations As of 04/30/2025



GL Number	Description	25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25-26 % Budget Used
<b>Fund: 101 GEN FUND</b>					
000					
101-000-206.000	FIRE ASSESSMENT REVENUE	24,940	24,940		
101-000-402.000	CURRENT PROPERTY TAXES	53,000	53,000		
101-000-404.000	SUMMER TAX COLLECTION	3,105	3,105		
101-000-412.000	DELINQUENT TAXES	3,820	3,820		
101-000-423.000	SWAMPLAND TAX	1,491	1,491		
101-000-445.000	PROPERTY TAX PENALTIES AND IN	450	450		
101-000-447.000	PROPERTY ADMINISTRATION FEE	15,078	15,078		
101-000-477.000	CABLE FRANCHISE FEE	9,912	9,912		
101-000-480.000	LAND DIVISION FEES	100	100		
101-000-574.000	STATE SHARED REVENUES	118,536	118,536		
101-000-604.000	CEMETERY FEES	1,400	1,400		
101-000-665.000	INTEREST REVENUE	6,993	6,993		
101-000-667.000	HALL RENTAL	1,435	1,435		
101-000-676.000	REIMBURSEMENTS	100	100		
101-000-680.000	FROM ARPA RESERVES	6,370	6,370		
Total 000:		246,730	246,730	0	0.00
101					
101	TOWNSHIP BOARD	31,321	31,321		
Total 101:		(31,321)	(31,321)	0	0.00
171					
171	SUPERVISOR	12,024	12,024		
Total 171:		(12,024)	(12,024)	0	0.00
214					
214	CONTINGENCY	3,672	3,672		
Total 214:		(3,672)	(3,672)	0	0.00
215					
215	CLERK	21,403	21,403		
Total 215:		(21,403)	(21,403)	0	0.00
223					
223	ACCOUNTING/AUDIT	5,500	5,500		
Total 223:		(5,500)	(5,500)	0	0.00
247					
247	BOARD OF REVIEW	5,129	5,129		
Total 247:		(5,129)	(5,129)	0	0.00
253					
253	TREASURER	25,411	25,411		
Total 253:		(25,411)	(25,411)	0	0.00
257					
257	ASSESSOR	17,236	17,236		
Total 257:		(17,236)	(17,236)	0	0.00
262					
262	ELECTIONS	4,030	4,030	716	17.77
Total 262:		(4,030)	(4,030)	(716)	17.77
265					
265	TOWNSHIP HALL	17,875	17,875	303	1.70
Total 265:		(17,875)	(17,875)	(303)	1.70
266					
266	ATTORNEY	2,000	2,000		
Total 266:		(2,000)	(2,000)	0	0.00
301					
301	SHERIFF	6,000	6,000		
Total 301:		(6,000)	(6,000)	0	0.00
336					

**BUDGET REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY**  
Calculations As of 04/30/2025



GL Number	Description	Original	25-26 Budget	Amended	25-26 Budget	25-26 Activity	% Budget	25-26 Used
<b>Fund: 101 GEN FUND</b>								
336								
336	FIRE		54,843		54,843			
Total 336:			(54,843)		(54,843)	0		0.00
446								
446	ROADS AND ST LIGHTS		1,800		1,800	136		7.56
Total 446:			(1,800)		(1,800)	(136)		7.56
450								
450	ROAD IMPROVEMENTS		9,370		9,370			
Total 450:			(9,370)		(9,370)	0		0.00
567								
567	CEMETERY		10,710		10,710			
Total 567:			(10,710)		(10,710)	0		0.00
601								
601	MAINTENANCE RESERVE		10,000		10,000			
Total 601:			(10,000)		(10,000)	0		0.00
906								
906	INSURANCE/BONDS		8,406		8,406			
Total 906:			(8,406)		(8,406)	0		0.00
<b>Fund 101 - GEN FUND:</b>								
TOTAL ESTIMATED REVENUES			246,730		246,730	0		0.00
TOTAL APPROPRIATIONS			246,730		246,730	1,155		0.47
NET OF REVENUES & APPROPRIATIONS:			0		0	(1,155)		



**BUDGET REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY**  
Calculations As of 04/30/2025



GL Number	Description	25-26 Original Budget	25-26 Amended Budget	25-26 Activity	25-26 % Budget Used
<b>Fund: 204 ROAD IMPROVEMENT FUND</b>					
000					
204-000-401.000	CURRENT PROPERTY TAXES	109,673	109,673		
204-000-405.000	METRO & COMM STAB	5,534	5,534		
204-000-412.000	DELINQUENT TAXES	9,323	9,323		
204-000-665.000	INTEREST REVENUE	344	344		
Total 000:		124,874	124,874	0	0.00
446					
446	ROADS AND ST LIGHTS	86,800	86,800		
Total 446:		(86,800)	(86,800)	0	0.00
<b>Fund 204 - ROAD IMPROVEMENT FUND:</b>					
TOTAL ESTIMATED REVENUES		124,874	124,874	0	0.00
TOTAL APPROPRIATIONS		86,800	86,800	0	0.00
NET OF REVENUES & APPROPRIATIONS:		38,074	38,074	0	

BUDGET REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY  
Calculations As of 04/30/2025



GL Number	Description	Original	25-26 Budget	Amended	25-26 Budget	25-26 Activity	% Budget	25-26 Used
<b>Fund: 220 LILY LAKE IMPROVEMENT FUND</b>								
000								
220-000-412.001	DELINQUENT ASSESSMENTS		3,063		3,063			
220-000-451.000	SPECIAL ASSESSMENT REVENUE		38,294		38,294			
Total 000:			41,357		41,357	0		0.00
570								
570	LILY LAKE		31,700		31,700			
Total 570:			(31,700)		(31,700)	0		0.00
<b>Fund 220 - LILY LAKE IMPROVEMENT FUND:</b>								
TOTAL ESTIMATED REVENUES			41,357		41,357	0		0.00
TOTAL APPROPRIATIONS			31,700		31,700	0		0.00
NET OF REVENUES & APPROPRIATIONS:			9,657		9,657	0		

**BUDGET REPORT FOR GREENWOOD TOWNSHIP, CLARE COUNTY**  
Calculations As of 04/30/2025



GL Number	Description	Original	25-26 Budget	Amended	25-26 Budget	25-26 Activity	% Budget	25-26 Used
<b>Fund: 226 RUBBISH COLLECTION FUND</b>								
000								
226-000-412.001	DELINQUENT ASSESSMENTS		23,533		23,533			
226-000-451.000	SPECIAL ASSESSMENT REVENUE		134,755		134,755			
226-000-665.000	INTEREST REVENUE		266		266			
Total 000:			158,554		158,554	0		0.00
528								
528	RUBBISH		150,300		150,300			
Total 528:			(150,300)		(150,300)	0		0.00
<b>Fund 226 - RUBBISH COLLECTION FUND:</b>								
TOTAL ESTIMATED REVENUES			158,554		158,554	0		0.00
TOTAL APPROPRIATIONS			150,300		150,300	0		0.00
NET OF REVENUES & APPROPRIATIONS:			8,254		8,254	0		
<b>Report Totals:</b>								
TOTAL ESTIMATED REVENUES - ALL FUNDS			571,515		571,515			
TOTAL APPROPRIATIONS - ALL FUNDS			515,530		515,530	1,155		0.22
NET OF REVENUES & APPROPRIATIONS:			55,985		55,985	(1,155)		

White Pines

Ninebark

Pavilion

Maple

Ulmus  
Parviflorus

Douglas Fir

Shed

Hall

Decorative Grasses?

Apple Willow

Prairie Fire

Apple

## INTERGOVERNMENTAL EARLY VOTING AND BALLOT PROGRAMMING AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Clare, a municipal corporation and political subdivision of the State of Michigan and the Clare County Clerk (collectively hereinafter referred to as the "County"), and \_\_\_\_\_ City/Township, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "City/Township").

### **WITNESSETH:**

**WHEREAS**, Article II § 4 1(m) of the Michigan Constitution, provides that a jurisdiction conducting an election may enter into an agreement with the clerk of the county in which it is located, authorizing the county clerk to conduct early voting for the jurisdiction; and

**WHEREAS**, the City/Township desires consolidation of election activities for nine (9) consecutive days, eight (8) hours each day, for each required election for all State and Federal elections; and

**WHEREAS**, the County offers to provide consolidation of elections for nine (9) consecutive days for each required election for all State and Federal elections; and

**WHEREAS**, the City/Township desires ballot programming for all local, state and federal election; and

**WHEREAS**, the County offers to provide ballot programming for all local, state and federal elections; and

**WHEREAS**, the County and the City/Township have agreed to the terms and conditions of this Intergovernmental Agreement to provide Election Consolidation services and ballot programming.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **General Agreement.** The County agrees to conduct and administer an early voting site and program ballots with assistance from and in consultation with the City/Township and in conjunction with those additional cities and townships that enter into an Early Voting and Ballot Programming Agreement with the County. The early voting site will be administered by the County Clerk or the County Clerk's designated representative, who will organize, approve, and monitor the administrative requirements of early voting. The ballots will be programed by the County Clerk or her representative in accordance with state law and administrative requirements.

2. **Fee for Services Provided.** In exchange for the County's agreement to conduct and administer an early voting site and to program ballots, the City/Township agrees to provide the following compensation to the County:

- A. \$480.00 per election for election consolidation.
- B. \$278.00 per election for ballot programming.

The compensation set forth above will be paid by the City/Township to the County within thirty (30) days following each covered election. The above fee is calculated by dividing the costs for services among all participating municipalities. The fee is subject to increase if there is not full participation of all cities and townships in the County. The County will provide 60 days' written notice of any increase in fees.

3. **Early Voting Coordinator.** The County Clerk is the early voting coordinator and will organize and monitor the administrative requirements including but not limited to securing and maintaining voting equipment and supervising early voting staff. The County Clerk will be responsible for publishing public notices on the County website and in the local paper and mailing or emailing each register elector a separate notice as required by Michigan Election Law. The cost for providing the notifications described above shall be divided between all participating municipalities based on the number of registered voters for each municipality. The County will invoice City/Township for its share of this cost with payment due within 14 days.

4. **Services to be provided by Clare County.** Clare County agrees to provide the following services to the City/Township:

- A. Provide the building for secured voting for all residents for nine (9) consecutive days, eight (8) hours each day.
- B. Provide security during voting hours.
- C. Provide record of voters from each jurisdiction that voted at the County as allowable by QVF and conduct daily updates of the EPB.
- D. Provide election inspectors, voting equipment and supplies.
- E. Assign an Early Voting Site Coordinator.
- F. Have public accuracy testing conducted and publish public notices as required by law.
- G. Deliver all unused ballots to each jurisdiction at the conclusion of early voting.

H. Retain all election material that the County Clerk is required to retain pursuant to retention statutes. The County clerk shall return to the City/Township Clerk all materials that the City/Township Clerk is required to retain pursuant to retention statutes.

- I. Every effort will be made to provide ballot programming including delivery of the ballot by the deadline as established by the State and/or by law. The parties recognize that extenuating circumstances may arise that prevent timely delivery, including but not limited to medical emergencies, litigation that delays printing of the ballot, extreme weather, power outages, and other events that may make timely delivery impossible at no fault of the County Clerk or the County.
- J. The County Clerk, or a Deputy County Clerk, will be responsible for providing the Secretary of State with necessary information for early voting sites to be posted on the Department of State's website.

5. **Early Voting Hours.** All early voting sites will be open for the required nine (9) consecutive days beginning on the second Saturday before a statewide or federal election and ending on the Sunday before a statewide or federal election. Each site must be kept open for at least eight (8) hours each day.

6. **Qualifications of the County.** The County agrees that at all times during the term of this Agreement the Clare County Clerk and her staff shall maintain his/her professional status and shall satisfy applicable licensing and credentialing requirements of the State of Michigan, which qualify him/her to fulfill the terms of this Agreement. It is understood that the failure to comply with these requirements is a material breach of this Agreement and grounds for immediate termination of this Agreement.

7. **Title to Records, Documents, Papers, Etc.** The County and the City/Township shall share right to title and interest to any and all records, documents, papers, maps or manuscripts pertaining to or prepared pursuant to State and Federal retention statutes.

8. **City/Township Responsibilities.** The City/Township agrees to provide the County with the following:

- A. The reasonable cooperation of City/Township personnel.
- B. Access to existing records to perform duties as depicted in this document.
- C. Recommendation of election inspectors, if any. The parties agree and understand that the County Clerk makes the final determination, at her discretion, as to who will work as an election inspector.
- D. Contact person to assist with local street index if issue may arise.
- E. Grant Clare County Election Commission authority to appoint Election Inspectors.

9. **Nondiscrimination.** The County and the City/Township, as required by law, 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 race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Breach of this section shall be regarded as a material breach of this Agreement.

10. **Compliance with the Law, Applicable Law and Venue.** The County, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan.

11. **Independent Contractor.** It is expressly understood and agreed that Clare County is an Independent Contractor. The County and the employees and agents of the County shall in no way be deemed to be and shall not hold themselves out as employees or agents of the City/Township. The County and its employees and agents shall not be entitled to any fringe benefits which the City/Township affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, or paid sick leave. The County shall be responsible for the payment of salaries, wages and other compensation due its staff for services they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The County, to the extent required by law, shall carry workers' compensation insurance coverage.

12. **Liability.**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the City/Township, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or their employees by statutes or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the City/Township in the performance of this Agreement shall be the responsibility of the City/Township and not the



responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any City/Township employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the City/Township or its employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City/Township in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the City/Township in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the City/Township, the County or their employees, respectively, as provided by statute or court decisions.
- D. Risk Management Systems. Each of the parties to this Agreement agrees to cooperate with the other party in the constitution and operation of their respective risk management systems. Each party agrees that if an incident occurs and is reported as a part of its respective risk management system, and if the incident report involves either institution or its respective staff or agent, a copy of said incident report will be immediately delivered to the designated representative of the other party. It is agreed and understood that said incident reports will be held in the strictest of confidence and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.
- E. Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

13. Insurance. During the term of this Agreement, the County shall maintain the following insurances:

- A. Workers' Compensation Insurance, including Employers' Liability Coverage, covering its employees, to the extent required by applicable statutes of the State of Michigan.
- B. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- C. Liability Insurance/Errors and Omissions.
- D. Cancellation Notice – The County shall promptly notify the City/Township in the event any of the insurance described above is canceled or expires during the term of this Agreement.

14. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the City/Township of any payment due to the County constitute or be construed as a waiver by the City/Township of any breach of a provision of this Agreement, or any default which may then exist, on the part of the County, and the making of any such payment by the City/Township while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the City/Township in respect to such breach or default.

15. **Modification of Agreement.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

16. **Agreement Term.** The County shall commence performance of the services required under this Agreement on \_\_\_\_\_, and the Agreement shall continue for two years through \_\_\_\_\_, unless terminated as provided in Section 18; or is otherwise amended by the written authorization of the parties.

17. **Termination of Agreement.** Either party shall have the right, upon sixty (60) calendar days prior written notice to the other party, to terminate this Agreement. A party to this Agreement may not withdraw from this Agreement during the period beginning 150 days before the first statewide general November election in an even numbered year and ending on the completion of the county canvass for that statewide general November election in that even numbered year.

18. **Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

19. **Complete Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

21. **Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

**COUNTY OF CLARE**

Date: \_\_\_\_\_

By: George Gilmore  
George Gilmore, Chair  
Clare County Board of Commissioners

Date: 3/20/25

By: Lori Mott  
Lori Mott, Clare County Clerk

**CITY/TOWNSHIP**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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