

**BIG RAPIDS CHARTER TOWNSHIP BOARD
SPECIAL MEETING – WEDNESDAY JUNE 28, 2017 AT 12 P.M.
BIG RAPIDS TOWNSHIP OFFICES, 14212 NORTHLAND DR.
BIG RAPIDS, MI 49307**

AGENDA

**CALL TO ORDER: 12:00 p.m. ROLL CALL: __ Stanek,__ Fountain,__
Currie, __ Bean,__ Everett,__ Geib,__ Williams. Pledge of Allegiance.**

**THE PURPOSE OF THIS SPECIAL MEETING IS CONSIDER APPROVAL OF
THE JAYCEES FIREWORKS PERMIT FOR JULY 4, 2017 AND CONSIDER
APPROVAL OF RESOLUTION 2017-6 RESOLUTION AUTHORIZING GRANT
AGREEMENT FOR NEW VOTING EQUIPMENT.**

PUBLIC COMMENT:

- 1. Fireworks Request:**
- 2. Consider approval of Resolution 2017-6 Authorizing Grant Agreement
for new Voting Equipment:**

ADJOURNMENT:

Big Rapids Charter Township will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed material, if individuals with disabilities, upon five business days notice to the township. Individuals requiring auxiliary aids or services should contact Rene Fountain, Big Rapids Charter Township Clerk, 14212 Northland Drive, Big Rapids, Mi 49307- call 231 796 3603 or fax request to 231 796 2533.

2017 Permit for Fireworks Other than Consumer or Low Impact

Authority 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
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NAME OF PERSON PERMIT ISSUED TO Wolverine Fireworks Display, Inc.	AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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ADDRESS OF PERSON PERMIT ISSUED TO 205 W. Seidlers Rd., Kawkawlin, MI 48631

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Big Rapids Jaycees

ADDRESS PO Box 126, Big Rapids, MI 49307
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NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) <div style="text-align: center; padding: 50px 0;">See Proposal</div>

EXACT LOCATION OF DISPLAY OR USE 540 West Ave. Big Rapids, MI 49307

CITY, VILLAGE, TOWNSHIP Big Rapids Township	DATE 7/4/17 RD 7/7/17	TIME 10:00 PM
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BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT \$10,000,000.00
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Issued by action of the Legislative Body of a <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____ <div style="text-align: center; font-size: 8px;">(Signature and Title of Legislative Body Representative)</div>

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

— Visit us at www.wolverinefireworks.com —

Contract Agreement

This Contract will engage the services of Wolverine Fireworks Display Inc. as vendor and display operator. This agreement, between Big Rapids Jaycees, hereinafter called "Sponsor", and Wolverine Fireworks Display Inc., 205 W Seidlers Rd., Kawkawlin, MI 48631, Hereinafter called "Wolverine". The Sponsor and Wolverine, for mutual consideration hereinafter set forth, agree as follows:

A: Wolverine agrees to provide Sponsor with correct amount, size and description of Fireworks as specified in the proposal dated 3/31/2017.

B: Wolverine will provide Sponsor with Labor for the Fireworks Display(s) listed below at 540 West Ave, Big Rapids, MI 49307.

Show Date
7/4/2017

Inclement Weather Date
7/7/2017

Show Amount
\$9,000.00

C: Wolverine agrees to provide Sponsor with Liability Insurance in the amount of \$10,000,000.00

D: Sponsor agrees that in case of inclement weather on the show date, that Sponsor will be charged for fixed costs in the amount of \$0.00 and not for the unused Fireworks Package.

E: Sponsor agrees to pay Wolverine a 25% deposit of \$2,250.00 by 5/1/2017, and the balance of \$6,750.00, which includes applicable sales taxes, within 10 days of the display on the above respective date(s).

F: Sponsor agrees to furnish a suitable place or platform to ignite the fireworks in accordance with all Local, State and National Display Fireworks Codes. Procure all Police, Fire, Local, State or National permits. Arrange for any security bonds as required by law in their community when necessary, and agrees to furnish all necessary Police, Fire and Sponsors protection for safety, proper crowd control, auto parking, and proper supervision in clearing of debris or any pyrotechnic material which remains at the site of the Display after a Display has taken place.

G: Sponsor agrees to indemnify Wolverine for any liability caused by other than employees or products supplied by Wolverine.



Sponsor Signature

6-7-2017

Date

Wolverine Signature

Date

**BIG RAPIDS TOWNSHIP
RESOLUTION NUMBER 2017-6
RESOLUTION AUTHORIZING GRANT AGREEMENT WITH
STATE OF MICHIGAN TO PURCHASE NEW VOTING EQUIPMENT**

WHEREAS, the current election equipment has been deemed obsolete by the State of Michigan, and

WHEREAS, the Big Rapids Charter Township Board wishes to apply to the State of Michigan to receive Federal HAVA and State-appropriated funding for the purchase of new voting equipment, which includes precinct tabulators and accessible voting devices for use by individuals with disabilities, and

WHEREAS, State-appropriated and Federal HAVA funding provided via this grant agreement covers the purchase of the voting system and the initial service and maintenance period for all components for five years, and

WHEREAS, costs for the extended service and maintenance period for years 5 – 10 and additional costs, if any, are the sole responsibility of the Big Rapids Charter Township, and

NOW, THEREFORE, BE IT RESOLVED that the Big Rapids Charter Township Clerk is authorized to submit this grant application on behalf of Big Rapids Charter Township, Mecosta County on this day of June 28, 2017.

The foregoing resolution was offered by _____, supported by _____.
Ayes: Nays: Abstain: Absent:

RESOLUTION DECLARED ADOPTED.

Rene Fountain, Township Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF MECOSTA)

I, the undersigned, the duly qualified and acting Clerk of Big Rapids Township, Mecosta County, Michigan do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board at a regular meeting on June 28, 2017 the original of which is on file in my office. Public notice of said meeting was given pursuant to and in full compliance with Act No 267, Public Acts of Michigan, 1976 as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen(18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 28th day of June 2017.

Rene Fountain, Clerk
Big Rapids Township

**State Of Michigan
Michigan Department of State
And
Mecosta County
Township of Big Rapids
Help America Vote Act (HAVA) Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contract
- Dominion Voting Systems, Inc.**

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

Definitions:

"*Contractor*" means the voting system vendor selected by the county.

"*County*" means any county within the State of Michigan.

"*Department*" means the Michigan Department of State.

"*Grantee*" means the county or local jurisdiction entering into this *Grant Agreement*.

"*Local Jurisdiction*" means any city or township within the State of Michigan.

"*Voting Systems*" means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 71% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition.

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

**Mecosta County
Township of Big Rapids**

***Grant Manager for County, City, or Township (point of contact for the State):**

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

Authorized Voting System Component Totals:

Number of Precinct Tabulators Authorized for State-Federal Funding:	2
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	0
Number of Accessible Voting Devices Authorized for State-Federal Funding:	1
EMS Software Authorized for State-Federal Funding:	No None

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: _____

*Title: _____ *Date: _____

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:
Cindy Paradine, Director, Office of Financial Services

Signature

Date

