



Anthony G. Forlini

Macomb County Clerk
Register of Deeds

Kathy Smith
Chief Deputy Clerk

Jennifer Walker
Deputy Register of Deeds

MACOMB COUNTY ELECTION COMMISSION

MEETING NOTICE

Date/Time: Tuesday, January 11, 2022, 11:00 a.m.

Location: Macomb County Court Building
Probate Courtroom of Hon. Sandra A. Harrison (5th Floor)
40 North Main Street, Mount Clemens, 48043

AGENDA

- I. Call to Order
- II. Adoption of Agenda
- III. Public Participation (*limited to five minutes*)
- IV. Approval of Minutes from December 28, 2021 Election Commission Meeting
- V. Approve ballots for the March 1, 2022 Special Primary Election
- VI. Judge Clarity and Factuality of Recall Petitions Filed Against Mike Fillbrook, Bruce Twp. Supervisor (*proponent of recall/legal representative and named official/legal representative may present argument on each item before vote is taken*)
 - 1) Fillbrook - Petition #1
 - 2) Fillbrook - Petition #2
 - 3) Fillbrook - Petition #3
- VII. Unfinished Business
- VIII. New Business
- IX. Public Participation (*limited to five minutes*)
- X. Adjournment

Macomb County Election Department

32 Market Street • Mount Clemens, MI 48043-5640
586-469-5209 • macombgov.org/elections • elections@macombgov.org

**MACOMB COUNTY ELECTION COMMISSION
SPECIAL MEETING
December 28, 2021
UNOFFICIAL MINUTES**

The Macomb County Election Commission met on Tuesday, December 28, 2021, in the Macomb County Election Department conference room, 32 Market, Mount Clemens with the following members present:

Larry Rocca – County Treasurer, Chairperson
Peter J. Lucido – County Prosecutor
Anthony G. Forlini – County Clerk and Register of Deeds

Excused: Judge Kathryn George – Senior Probate Judge

Also Present: Michael Grix – Election Department
Goce Nedanovski – Election Department
Frank Krycia – Corporation Counsel’s Office
Aaron Thomas – Corporation Counsel’s Office
Allison Tokman – Court Reporter

CALL TO ORDER

Larry Rocca called the meeting to order at 9:00 a.m. Judge George was unable to attend the meeting, so Anthony Forlini made a motion to appoint Peter Lucido in Judge George’s place. Larry Rocca seconded the motion. The motion passed unanimously.

ADOPTION OF AGENDA

A motion to adopt the agenda was made by Anthony Forlini. Larry Rocca seconded the motion. The motion passed unanimously.

PUBLIC PARTICIPATION

None

APPROVAL OF MINUTES FROM NOVEMBER 12, 2021 MEETING

Anthony Forlini made a motion to approve the minutes as presented. Larry Rocca seconded the motion. The motion passed unanimously.

JUDGE CLARITY AND FACTUALITY OF WORDING ON RECALL PETITION FILED AGAINST:

1. **Mike Fillbrook – Bruce Township Supervisor, dated 12/13/2021**
The petitioner, William Thompson, asked the Commission to withdraw this petition. Peter Lucido made a motion to withdraw this petition, seconded by Anthony Forlini. The motion passed unanimously.
2. **Mike Fillbrook – Bruce Township Supervisor, dated 12/17/2021**
The petitioner, William Thompson, spoke in favor of the petition. The target, Mike Fillbrook, spoke against the petition. David Witgen, Bruce Township Fire Chief, spoke against the petition. Peter Lucido made a motion to deny the recall petition language, seconded by Anthony Forlini. The motion passed unanimously.
Language defeated by a 3-0 vote.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC PARTICIPATION

None

ADJOURNMENT

At 9:20 a.m., Peter Lucido made a motion to adjourn the meeting, seconded by Anthony Forlini. The motion passed unanimously and the meeting was adjourned.

Anthony G. Forlini
Macomb County Clerk and Register of Deeds



FILED 2021 DEC 28 PM 3:08
MACOMB COUNTY CLERK

Macomb County Election Department

RECEIPT FOR RECALL LANGUAGE SEEKING CLARITY REVIEW

3 separate petitions

Person(s) Being Recalled

Office Held

Mike Fillbrook

Township Supervisor, Bruce Twp.

SUBMITTED BY: William Thompson

ADDRESS: 73149 Cassier Rd.

CITY & ZIP: Bruce Twp. 48065

PHONE: 586-255-8187

E-MAIL ADDRESS: william.douglas.thompson@gmail.com

SIGNATURE: *[Handwritten Signature]*

[Handwritten Signature]
ELECTION CLERK

Macomb County Election Department

32 Market Street
 Mount Clemens, MI 48043-5640
 586-469-5209; Fax: 586-469-6927
 macombgov.org/elections
 elections@macombgov.org

INSTRUCTIONS ON REVERSE SIDE

RECALL PETITION

#1

FILED 2021 DEC 28 PM 3:05
MACOMB COUNTY CLERK

We, the undersigned registered and qualified voters of the City } Bruce, in the County of Macomb, and State of Michigan, petition for the
 Township }
 Village of }
 CHECK ONE

calling of an election to recall Mike Fillbrook from the office of Supervisor for the following reason(s):
(Name of Officer) (Title of Office) (District, if Any)

FOR CLERK'S USE ONLY

On June 19, 2021, water was delivered to 79363 Van Dyke Rd, Bruce Township, Michigan 48065 by Bruce Township's fire department. Mike Fillbrook organized the delivery of water to 79363 Van Dyke Rd, Bruce Township, Michigan 48065. Bruce Township's fire department personnel and equipment were used for the delivery.

WARNING - A PERSON WHO KNOWINGLY SIGNS A RECALL PETITION MORE THAN ONCE OR SIGNS A NAME OTHER THAN HIS OR HER OWN IS VIOLATING THE PROVISIONS OF THE MICHIGAN ELECTION LAW.

✓	SIGNATURE	PRINTED NAME	STREET ADDRESS OR RURAL ROUTE	ZIP CODE	DATE OF SIGNING		
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CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is 18 years of age or older and a United States citizen; that each signature on the petition was signed in his or her presence and was not obtained through fraud, deceit or misrepresentation; that he or she has neither caused nor permitted a person to sign the petition more than once and has no knowledge of a person signing the petition more than once; and that, to his or her best knowledge and belief, each signature is the genuine signature of the person purporting to sign the petition, the person signing the petition was at the time of signing a registered elector of the City or Township listed in the heading of the petition, and the elector was qualified to sign the petition.

If the circulator is not a resident of Michigan, the circulator shall make a cross [X] or check mark [✓] in the box provided, otherwise each signature on this petition sheet is invalid and the signatures will not be counted by a filing official. By making a cross or check mark in the box provided, the undersigned circulator asserts that he or she is not a resident of Michigan and agrees to accept the jurisdiction of this state for the purpose of any legal proceeding or hearing that concerns a petition sheet executed by the circulator and agrees that legal process served on the Secretary of State or a designated agent of the Secretary of State has the same effect as if personally served on the circulator.

WARNING - A CIRCULATOR KNOWINGLY MAKING A FALSE STATEMENT IN THE ABOVE CERTIFICATE, A PERSON NOT A CIRCULATOR WHO SIGNS AS A CIRCULATOR, OR A PERSON WHO SIGNS A NAME OTHER THAN HIS OR HER OWN AS CIRCULATOR IS GUILTY OF A MISDEMEANOR.

CIRCULATOR — DO NOT SIGN OR DATE CERTIFICATE UNTIL AFTER CIRCULATING PETITION.

 (Signature of Circulator) _____
(Date)

 (Printed Name of Circulator)

 (Complete Residence Address [Street and Number or Rural Route]) - [Do not enter a post office box]

 (City or Township, State, Zip Code)

 (County of Registration, if Registered to Vote, of a Circulator who is not a Resident of Michigan)

Proposed Language

Topic 1 -- Language Proposal

On June 19, 2021, water was delivered to 79363 Van Dyke Rd, Bruce Township, Michigan 48065 by Bruce Township's fire department. Mike Fillbrook organized the delivery of water to 79363 Van Dyke Rd, Bruce Township, Michigan 48065. Bruce Township's fire department personnel and equipment were used for the delivery.

Meeting Link:

July 21st, 2021 — Bruce Township Bruce of Trustees Meeting

<https://vimeo.com/578895816#t=5m30s>



William Thompson <william.douglas.thompson@gmail.com>

FOIA Request 2 - W. Thompson

Susan Kraft <skraft@brucetwp.org>

Thu, Jul 15, 2021 at 2:16 PM

To: William Thompson <william.douglas.thompson@gmail.com>

Bill,

This is Chief's response to your FOIA request. There is no charge for this information.

1. No documentation, no bill, (support to local small business)
2. Source-fire engine tank water, cost \$0, 4000 gallons
3. Equipment- Water 1, 3000 ga. and Engine 3 1000 ga.
4. Commanding shift officer Jim Vowell, organized by Mike Fillbrook, agreed and approved by FD.

Susan Kraft

Bruce Township Clerk

586.752.4585 Ext. 116



[Quoted text hidden]

Township of Bruce Petty Cash Voucher

PAID TO: <i>Mike Fillbrook</i>			DATE:
DATE	DESCRIPTION & PURPOSE EXPENDITURE	ACCOUNT NUMBER	AMOUNT
<i>7/19/21</i>	<i>POOLS and THREE OWKS</i>		<i>25.00</i>

PAID
7/19/21

Received by (Signature): *[Signature]*

Approved by (Signature): _____ PREPARED BY (Cash Fund Custodian): _____

Township of Bruce Petty Cash Voucher

PAID TO:			DATE:
DATE	DESCRIPTION & PURPOSE EXPENDITURE	ACCOUNT NUMBER	AMOUNT
<i>7-19-21</i>	<i>POOLS + THREE OWKS</i>		<i>25.00</i>

PAID
7/19/21

[Signature]

Received by (Signature): _____

Approved by (Signature): _____ PREPARED BY (Cash Fund Custodian): _____

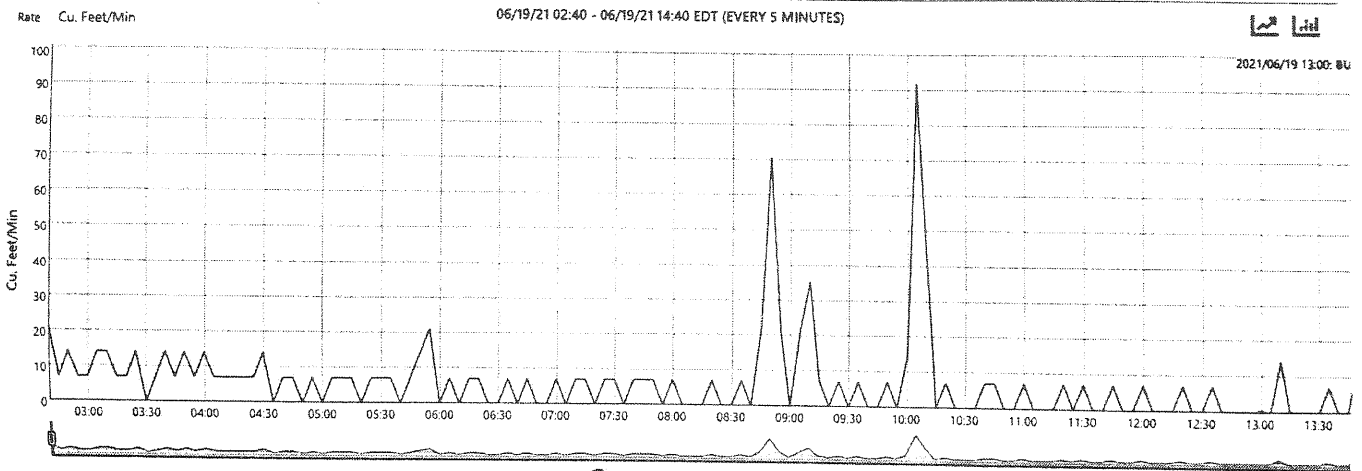


GLWA OUTREACH GD&S

From: 06/19/2021 2:40 AM To: 06/19/2021 2:40 PM 5 Min Sites: BU01 12 Hours GFI CHART



Flow Chart Pressure Chart Data Contract Info



INSTRUCTIONS ON REVERSE SIDE

RECALL PETITION

2

FILED 2021 DEC 28 PM3:05
MACOMB COUNTY CLERK

We, the undersigned registered and qualified voters of the City } Bruce, in the County of Macomb, and State of Michigan, petition for the

Township }
 Village of }
CHECK ONE

calling of an election to recall Mike Fillbrook from the office of Supervisor for the following reason(s):
(Name of Officer) (Title of Office) (District, if Any)

On December 28, 2021, Mike Fillbrook used a Bruce Township municipal vehicle to attend his recall language hearing.

FOR CLERK'S USE ONLY

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_____/_____/_____
(Signature of Circulator) (Date)

(Printed Name of Circulator)

(Complete Residence Address [Street and Number or Rural Route]) - [Do not enter a post office box]

(City or Township, State, Zip Code)

(County of Registration, if Registered to Vote, of a Circulator who is not a Resident of Michigan)

Proposed Language

Topic 2 -- Language Proposal

On December 28, 2021, Mike Fillbrook used a Bruce Township municipal vehicle to attend his recall language hearing.



INSTRUCTIONS ON REVERSE SIDE

RECALL PETITION # 3

FILED 2021 DEC 28 PM 3:05
MACOMB COUNTY CLERK

We, the undersigned registered and qualified voters of the City } Bruce, in the County of Macomb, and State of Michigan, petition for the
 Township }
 Village of }
 calling of an election to recall Mike Fillbrook from the office of Supervisor for the following reason(s):
(Name of Officer) (Title of Office) (District, if Any)

FOR CLERK'S USE ONLY

On November 2, 2021, Mike Fillbrook used Bruce Township's email service to conduct personal business with Air Advantage LLC.

WARNING - A PERSON WHO KNOWINGLY SIGNS A RECALL PETITION MORE THAN ONCE OR SIGNS A NAME OTHER THAN HIS OR HER OWN IS VIOLATING THE PROVISIONS OF THE MICHIGAN ELECTION LAW.

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If the circulator is not a resident of Michigan, the circulator shall make a cross [X] or check mark [v] in the box provided, otherwise each signature on this petition sheet is invalid and the signatures will not be counted by a filing official. By making a cross or check mark in the box provided, the undersigned circulator asserts that he or she is not a resident of Michigan and agrees to accept the jurisdiction of this state for the purpose of any legal proceeding or hearing that concerns a petition sheet executed by the circulator and agrees that legal process served on the Secretary of State or a designated agent of the Secretary of State has the same effect as if personally served on the circulator.

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_____/_____/_____
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(Printed Name of Circulator)

(Complete Residence Address [Street and Number or Rural Route]) - [Do not enter a post office box]








(City or Township, State, Zip Code)

(County of Registration, if Registered to Vote, of a Circulator who is not a Resident of Michigan)

Proposed Language

Topic 3 -- Language Proposal

On November 2, 2021, Mike Fillbrook used Bruce Township's email service to conduct personal business with Air Advantage LLC.

 Reply
 Reply All
 Read / Unread
 Follow Up*
 Reading Pane
 Recommend / Feedback
 Leave Feedback

29... All Unread

repeater

FROM	SUBJECT	RECEIVED	SIZE	CATEGORIES
Mike Fillbrook	Repeater Tower Lease	Tue 11/2/2021 11:...	186 KB	

Export Reply Reply All Print

Tue 11/2/2021 11:42 AM

Mike Fillbrook <>

Repeater Tower Lease

To szimmer@skadvantage.net

Attachments DOC110221-1102202111373

39P...

131...

LEASE AGREEMENT

THIS AGREEMENT entered into on **October 12, 2021**, between **AIR ADVANTAGE, LLC** (hereafter "Air Advantage") located at 465 North Franklin, Suite C, Frankenmuth, MI 48734 and **Mike Fillbrook** (Hereafter "Lessor") located at 7320 37 Mile Road, Bruce Township, MI 48065

In consideration of the mutual covenants and warranties contained within this Agreement, as well as the monetary consideration referenced in this Agreement, Air Advantage and Lessor acknowledge and agree as follows:

1. Air Advantage is in the business of providing high-speed Internet access and service to customers within certain counties within the State of Michigan, including those municipalities in which Lessor maintains a structure;
2. It is the intent of Air Advantage and Lessor to provide Air Advantage with the opportunity to furnish high-speed Internet access and service to customers within such municipalities in a cost effective, efficient, and profitable manner;
3. In order to accomplish these objectives, Lessor will provide Air Advantage with space on and within its structure located at 7320 37 Mile Rd, Bruce Township, MI 48065, for the installation of broadband wireless equipment, together with permission, a license and easement for access to and the use of such space at all times while this contract is in effect, as well as a reasonable period of time upon any termination of this contract, but not less than a period of forty-five (45) days, in order to remove any equipment including broadband wireless equipment installed by Air Advantage or Lessor at any time and as a result of this Agreement;
- 3.1 Lessor warrants and represents that it is the owner of the premises and it has full right, authority and ability to enter into this Lease Agreement.
4. The term of this Agreement shall be for a period of three (3) years from the date this Agreement is executed as referenced above and shall be renewable for successive three (3) year periods thereafter unless the Agreement is terminated in accordance with Paragraph 5;
- 4.1 Air Advantage agrees to use the Lease Premises only for the purpose of the installation, operation and maintenance of a wireless communications facility, including, installation of Air Advantage's radio equipment cabinets, associated antennas, mounting equipment, telephone, electric and radio cables and other transmission lines and other related equipment. Air Advantage may place a cabinet, at a mutually agreeable location, to house its electronic equipment on the Premises

grounds. The location of Air Advantage's equipment cabinet shall not interfere with Lessor's adjacent facilities. Air Advantage agrees that its installation, operation and maintenance will comply with all applicable rules and regulations of the Federal Communications Commission and such other Federal, State and Local rules and regulations, including any zoning regulations, as may be applicable to Air Advantage's use of the Premises.

- 4.2 If the operation of Air Advantage's antenna, transmitter or related equipment causes a substantial and objectionable electrical or radiation interference to the operation or performance of any other facility existing on the Premises as of the date of execution of this Agreement, Lessor shall give Air Advantage written notice thereof specifying the nature and extent of any such interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt of written notice of the existence of such interference from Lessor, Air Advantage shall discontinue use of the equipment. Air Advantage shall temporarily disconnect the electric power and shut down Air Advantage's equipment (except for purposes of testing and performing maintenance, repair, modification, replacement or other action correcting such interference). If such interference is not corrected within thirty (30) days after receipt of said notice, Lessor may terminate this Agreement upon thirty (30) days prior written notice to Air Advantage. After the execution of this Agreement, Lessor shall not install or permit the installation of any radio equipment interfering with or restricting the operations of Air Advantage. Should such interference occur, Lessor shall promptly take all necessary action, at no cost to Air Advantage, to eliminate the cause of said interference.
5. This Agreement may be terminated as follows:
- A. By Lessor at the end of any Agreement term so long as Lessor has provided Air Advantage with written notice of the intention not to renew the Agreement in accordance with this subparagraph. Lessor shall provide such notice of intent not to renew this Agreement not less than ninety (90) days prior to the end of the Agreement term;
- B. By Air Advantage with 90 days written notice to the Lessor for any reason. Any written notice as required by this Paragraph shall be provided to the other party at its address as set forth in this Agreement by deposit in the U.S. mail via first class prepaid postage. Such notice shall be considered provided on the date of such mailing;
- 5.1 Lessor agrees that no part of the improvements constructed, erected or placed on the premises by Air Advantage shall be considered a fixture of the premises, all

provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that all improvement of every kind and nature constructed, erected or placed on the Premises by Air Advantage shall be and remain the property of Air Advantage and can be removed by Air Advantage with 90 days' notice or such time as the parties may agree. Any structural changes will be the responsibility of Air Advantage. All major modifications must be approved by Lessor and are the responsibility of Air Advantage. Such Approval by Lessor shall not be unreasonably withheld.

6. In the event of termination of this Agreement, Lessor shall provide Air Advantage with access to its property and the installations, which are the subject of this Agreement in a prompt and reasonable manner.

6.1 Air Advantage shall at the termination of this Lease surrender the Premises to Lessor. Air Advantage shall remove from the Premises all personal property and improvements of every kind and nature placed thereon by Air Advantage within forty-five (45) days after termination of this Lease and shall restore the Premises to its original condition, reasonable wear and tear accepted. Air Advantage must properly patch any and all holes made by fastening equipment in concrete and or roofing and structure when such equipment is removed.

7. Lessor acknowledges that it is obligated to provide the following material and services in connection with installation of any equipment on or within its premises and necessary in the discretion of Air Advantage for Air Advantage to provide its high speed internet access and service to customers:

Lessor to provide all electrical power, and other services deemed necessary by mutual consent of the parties, in connection with the provision of electrical power or other services as determined by Air Advantage and in conjunction with any equipment necessary to provide service to the customers of Air Advantage. The cost of any modification to the electrical service shall be the responsibility of Air Advantage.

7.1 Both parties agree that they will, at their sole cost during the term of this Lease, carry and maintain general public liability insurance against claims for bodily injury and death occurring within the Premises with reputable and solvent insurance companies authorized to transact business in the State of Michigan. Such insurance is to afford protection to a limit of not less than One Million (\$1,000,000.00) Dollars with respect to bodily injury or death to any one person and a limit of not less than One Million (\$1,000,000.00) Dollars with respect to any one accident.

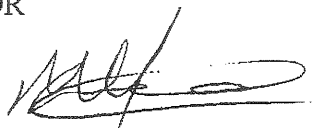
8. Payment Period. Air Advantage shall provide to Lessor the following consideration in exchange for tower space on their grain leg:
1. Air Advantage agrees to provide and maintain internet service at the speeds and locations listed below at no monthly charge to the Lessor for the term of this agreement.
 - a. 7230 37 Mile Rd, Bruce Township, MI 48065- 10Mbps down/2Mbps up connection.
9. Indemnity and Insurance. Air Advantage agrees to defend and hold harmless Lessor and its spouse, and family members, guests,, agents and employees to the fullest extent permitted by law from all claims, including those brought by employees of Air Advantage or its contractors, to the extent caused in whole or in part by any negligent act or omission of Air Advantage, its employees and contractors. . Air Advantage agrees to defend and pay all costs in defending such claims, including attorney fees.
- Further, Air Advantage agrees to maintain public liability and property damage insurance to cover obligations set forth above. The minimum insurance amount of liability shall be \$1,000,000 bodily injury and property damage. Lessor shall receive a minimum thirty (30) day notice in the event of cancellation of insurance required by this agreement; Air Advantage shall furnish a certificate of insurance to Lessor showing the above obligations and requirements are provided for by a qualified insurance carrier, and showing the Lessor as additional insured.
10. Lessor acknowledges and warrants that it is aware of no law, rule, or regulation, or any interest of any individual or entity that would serve to make this Agreement invalid or would serve to interfere with either party's obligations pursuant to this Agreement, including but not limited to that which would make performance impossible;
11. Modification. This Agreement may not be modified in any way unless such modification is in writing and signed by both parties;
12. Integration. Air Advantage and Lessor acknowledge that this written Agreement embodies all terms and provisions of their agreement and that any representations made prior to the execution of this Agreement are merged within this document and cannot be relied upon by either party. This Agreement is fully integrated and constitutes the entire agreement between the parties;

- 13. This Agreement is binding upon the successors and assigns both parties. Either party may assign its interest in this Agreement, subject to the other party's consent. The lease is assignable without Air Advantage's consent in the event that Lessor sells its interest in this property. Such consent shall not be unreasonably withheld. Interpretation of this Agreement is to be governed by Michigan law Lessor acknowledges that because of the term of this Agreement, Air Advantage may record in the appropriate office of the Register of Deeds this Lease Agreement or Notice of this Lease Agreement. Lessor agrees to provide Air Advantage with a full and accurate legal description for such purpose and to execute any documents as may be necessary for the recording of such notice for Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above-written.


IN PRESENCE OF:

LESSOR

By: 
 Title: OWNER
 Dated: 11-2-2021

IN PRESENCE OF:

AIR ADVANTAGE, LLC

By: 
 Title: President
 Dated: 10/12/2021