

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, October 26, 2020 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

RESIDENTS OF TUSCOLA COUNTY PLEASE TAKE NOTICE

Electronic remote access will be implemented for this meeting, in accordance with the Department of Health and Human Services Emergency Order Under MCL 333-2253 Gathering Prohibition and Mask Order and Public Act No. 228 of 2020.

To participate in the Electronic Meeting you can:

Join by phone: (US) +1 205-479-0578 PIN: 798 945 397#

Join by Hangouts Meet: meet.google.com/pnx-himd-kqx

County Updates

1. Legislative Update from Representative Phil Green
2. Update from Ann Hepfer, Health Officer
3. DHHS Gathering Directives, Masking and Social Distancing
4. Future Commissioner Meetings – Commissioner Attendance/Hybrid Meetings

Finance/Technology

Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. 2020 Tuscola County Apportionment Report Review – Equalization Director Angie Daniels
2. 2021 Budget Preparation Progress and Calendar (**See A**)
 - Special Board Meeting Necessity
3. 2021 Budget Request for Equipment, Technology, and Capital needs (**See B**)
4. Lapeer Animal Control Ordinance & Fees (**See C**)
5. Building Code Letter Status and Follow-up
6. County Jail Proposal Status/Update
7. Tuscola County Road Commission Millage Transfer Request - Mike Tuckey (**See D**)

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. Annual Clean Sweep Grant Update (**See E**)
2. Parks and Recreation Capital Requests
3. Friend of the Court Remodeling (wall) Request/Update
4. Adult Probation Fence Installation Update
5. Recycling Center Move Progress and Update
6. Safety Committee

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. Elected/Appointed Compensation (**See F**)
2. Virtual Enrollment Insurance Information Update

Other Business as Necessary

1. Elected Officials/County Employees Memorandum on Their Role in Ballot Initiatives
2. New Commissioner Training/Updates
3. Resolution to Ratify & Confirm Actions Approved by the Board of Commissioners During Remote Meetings (**See G**)

Correspondence

1. Iosco County Resolution Recommending The Impeachment of Governor Whitmer (**See H**)

Public Comment Period

A

2021 Draft Budget Development Calendar

24-Aug	Presentation of financial trends/projections to commissioners and county officials	Controller
Week of Aug 31	Revenue and expenditure forms distributed to departments	Controller
31-Aug to 10-Sep	Revenue and expenditure projections for 2019, 2020 and 2021 prepared by departments	Departments
11-Sep	Department revenue and expenditure requests and projections compiled by Controller-reviewed by Board	Controller and Board
14-Sep	Board directs Controller and Finance Commissioners to prepare draft 2021 balanced budget	Controller and Finance Commissioners
14-Sept to 25-Sep	Controller and Finance Commissioners prepare first draft 2021 budget	Controller and Finance Commissioners
01-Oct	Board reviews first draft balanced 2021 budget - makes changes	Board
02-Oct	First draft 2021 budget submitted to departments for review/comment	Controller
2-Oct to 9-Oct	Departments prepare written comments regarding draft budget	Departments
10/15/2020 October 29	Board reviews department comments and considers budget changes	Board
10/16/2020 October 30	Departments notified if the Board makes budget changes	Controller
10/26/2020 November 12	2 nd Board review of department requested budget changes	Board
10/26/2020 November 13	Public hearing newspaper notice prepared/submitted	Controller
10/27/2020 November 13	Public notice placed in newspaper (Advertiser has to have by Monday @ noon to make Wednesday's paper)	Controller
11/12/2020 November 25	Public hearing conducted	Board
12-Nov or 25-Nov	Final budget revisions and adoption	Board

2021 Budget Information

Revenue Assumptions:

Restored Revenue Sharing to the 2020 Levels
Updated Indirect Cost with Draft CAP Plan
Secondary Road Patrol Not Restored

Expenditure Assumptions 2021 1st Draft:

All Department Request for Non-Wage Fringe Incorporated

No Wage Increase for Non Union

MERS DB Plans 3.76% Increase of \$49,471 for General Fund
\$32,981 for Special Revenue Funds

Health Insurance Decrease of 2.94% or \$47,700 for General Fund
\$31,800 for Special Revenue Funds

Retirement Bonded Debt Decrease:
General Fund \$2,400
Special Revenue Funds \$1,600

Expenditure Assumptions 2021 2nd Draft:

All Department Request for Non-Wage Fringe Incorporated

3% Wage Increase for Non Union
Each 1% wage increase in General Fund is Approx. \$46,985

MERS DB Plans 3.76% Increase of \$49,471 for General Fund
\$32,981 for Special Revenue Funds

Health Insurance Decrease of 2.94% or \$47,700 for General Fund
\$31,800 for Special Revenue Funds

Retirement Bonded Debt Decrease:
General Fund \$2,400
Special Revenue Funds \$1,600

Increased Transfer out to the Equipment fund from \$50,000 to \$200,000
Increased Transfer out to the Capitol fund from \$50,000 to \$200,000
Added Part time Maint Position back in B&G \$23,000

Items that still need to be Addressed

Add another Full Time Animal Control Officer General Fund will have to appropriate additional funds of:	\$60,000
Clerk Additional Wage Request Increase General Fund Cost	\$3,100

Account Number	Revenue Category/Department	2019 Amended Budget	2020 Amended Budget	2021 Projected
	Taxes			
402-253	Current Taxes (Non-Wind)	6,052,828	5,985,192	6,425,935
	Personnel Property Tax State Payments	-	-	-
402-891	Current Wind Tax Revenue	1,163,934	1,348,231	1,470,182
404-253	Payment in Lieu of Taxes	-	-	-
425-253	Trailer Park Fees	3,862	4,500	4,000
447-253	Summer Tax Collection	106,127	120,000	111,650
	Total Taxes	7,326,751	7,457,923	8,011,767
	Licenses and Permits			
452-441	Building Codes SCMCCI	570,078	440,000	440,000
475-215	Replace Pistol Permit	-	-	-
476-215	Marriage Licenses	1,490	1,700	1,760
	Total Licenses & Permits	571,568	441,700	441,760
	Intergovernmental Federal			
505-352	Community Corrections Grant	1,326	2,000	2,000
506-253	Civil Defense	31,617	31,000	31,465
530-136	Title IV-E CPLR Grant	-	40,129	
509-346	Byrne Jag TNU/Lapeer Co	-	14,172	-
	Total Intergovernmental Federal	32,943	87,301	33,465
	Intergovernmental State			
541-253	Judges Salary (Cir,Pro,District)	244,417	248,000	252,960
544-136	District Court Case Flow Assistance	12,454	22,000	15,000
544-253	Marine	12,400	12,500	12,500
545-253	Secondary Road Patrol	69,743	101,535	56,000
562-301	SSI Incentive	8,200	7,500	5,000
563-253	Co-op Reimbursement Prosecutor	73,952	80,000	76,125
574-253	State Revenue Sharing	1,131,160	1,155,300	1,147,447
577-253	State Hotel/Liquor Tax	101,573	102,500	113,838
578-253	State Payment Court Equity Fund	221,413	218,000	220,000
581-301	Mi Work Comp Grants	3,808	4,750	-
	Total Intergovernmental State	1,879,120	1,952,085	1,898,870
	Intergovernmental Local			
511-301	Community Foundation Grant	4,900	-	-
582-426	Enbridge Grant Emergency Services	-	1,000	-
583-426	Janks Grant Emergency Services	-	-	-

584-130	Community Foundation Grant for GA	-	-	-
		-	-	-
	Total Intergovernmental Local	4,900	1,000	-
	Charges for Services - General			
544-215	Drug Case flow Fund Circuit Court	335	500	500
590-215	Certified	39,249	40,000	35,000
601-136	District Court Probation Fees	159,654	200,000	140,000
602-136	Dist. Court (Court & Bond Costs)	278,479	265,000	278,000
602-143	Court Costs FOC	8,166	12,000	10,000
602-215	Court Costs	156,228	160,000	155,000
603-136	District Court Bond Costs	3,980	5,000	4,000
607-215	DNA Assessment County Share	2,080	1,500	2,000
607-301	DNA Assessment Sheriff	3,322	2,500	3,300
626-352	Work Crew Charge for Services	2,828	2,500	2,500
627-259	IS Web Service	2,000	2,000	2,000
640-259	Property Tax Export	-	5,000	5,000
	Total Charges for Services - General	656,321	696,000	637,300
	Charges for Services - Sales			
642-236	Register of Deeds On Line Costs	44,747	45,000	40,000
645-236	Register of Deeds Postage Costs	402	400	400
646-259	Sale of Computer Equipment	-	-	-
646-301	Sales Sheriff - Auction	-	1,000	500
647-301	Sales Sheriff - Canteen	41,752	52,000	52,510
	Total Charges for Services - Sales	86,901	98,400	93,410
	Charges for Services - Fees			
604-136	MIP Deferral Program	150	300	150
605-136	Dist.Ct. Screening Assessment Fee	18,923	20,000	18,000
608-136	District Court Intensive Prob. Fees	13,350	20,000	13,300
608-215	Bench Warrant Fee	6,448	6,500	5,000
608-301	Sex Offenders Registration Fee	2,300	3,000	2,000
609-215	Waiver Marriage Lic. 3 Day	695	1,500	1,000
609-301	Drug Testing Fees Sheriff	20	50	30
610-132	Admin Fees/Family Division	16,382	20,000	16,000
610-148	Probate Court-Service Fees	41,430	44,000	40,000
611-215	DBA Co-Partnership Clerk	3,300	4,000	3,800
612-215	Appeals Fees Circuit Court	-	100	100
612-236	Register of Deeds-Transfer Tax	154,913	155,000	145,500
613-236	Register of Deeds-Recording Fee	216,042	230,000	200,000
614-215	Clerk Fees	10,489	10,000	10,000
614-236	Register of Deeds-Copies	13,274	10,000	10,000
615-215	Searches Circuit	6,596	7,000	6,000
615-236	Register of Deeds-Searches	45	50	50

616-215	Motion Fees	7,772	8,000	7,000
617-132	Filing Fee/Family Court	882	1,000	700
617-215	Jury/Entry/Forensic	12,807	14,000	12,000
617-253	BC/BS Administrative Fee Retires	2,222	2,000	2,600
618-215	Notary Bond Filing Fee	1,338	1,500	1,500
618-253	Notary Fees Treasurer	245	300	300
618-301	Mortgage Sales	2,556	4,000	3,000
619-136	Civil Fees (District Court)	167,459	150,000	149,000
619-301	Drug Testing Fees	9,610	12,000	8,000
620-132	Collection Fees/Family Div.	4,197	5,500	5,000
620-148	Childcare Fees	-	-	-
620-215	Late Fees	280	600	500
620-722	Airport Zoning Application Fees	9,500	1,000	-
621-215	Circuit Court Fees	555	500	445
623-215	Funeral Home Corrections	26	100	17
624-215	Victims Rights Admin. Fee	4,234	4,000	3,329
624-253	Tax Certification	7,445	7,500	7,798
624-648	Medical Examiner Fees	1,726	2,000	-
625-215	Voter Registration Processing	592	500	500
625-236	County Share MSSR Fee	785	500	500
625-253	Tax Searches	74	50	-
625-722	Zoning Board of Appeal Fees	-	500	-
626-225	Tax Administration Fees	49,912	52,000	50,751
625-253	Inheritance Tax Fees	3	10	10
626-259	IS Service Computers	1,601	2,000	1,500
626-301	Housing Prisoners from Other Counties	-	-	-
628-301	Care of Prisoners DOC Detainer	20,166	24,000	21,000
629-253	Sales Treasurer	2,183	3,000	3,000
629-301	Prisoners Other Counties	-	-	-
630-301	Sheriff Foreclosure Adjudgment Postings	1,200	2,500	2,000
631-301	Report Copies	260	1,000	500
633-301	Boat Livery Inspections	60	100	50
634-301	Felon Diverted Program	128,235	120,000	120,000
635-301	Inmate Phone Revenues	39,778	40,000	40,000
636-301	Charge to Prisoners for Jail	43,185	43,000	43,000
637-301	Day Reporting	98	6,000	1,000
638-301	Care of Prisoners Work Release	41,807	35,000	40,000
659-136	Warrant Fees District Court	16,290	17,000	17,000
660-301	Vehicle Impoundment Fee	-	-	-
	Total Charges for Services - Fees	1,083,440	1,092,660	1,012,930
	Fines & Forfeits			
655-253	County Treasurer Forfeitures	10,690	12,000	12,000
656-136	District Court Bond Forfeitures	36,216	40,000	37,000
657-136	District Court Ordinance Fines	13,178	16,000	16,000
657-137	Ordinance Fines Magistrate	52	500	400

657-215	Court Fines	-	500	500
678-132	State Tax Lein Fee	-	-	-
	Total Fines & Forfeitures	60,136	69,000	65,900
	Interest & Rentals			
664-253	Interest - Summer Taxes	29,143	50,000	50,500
665-253	Pooled General Fund Interest	54,887	60,000	60,600
667-253	Thumb Cellular Tower Rental	5,558	5,000	5,000
667-301	Rentals (Use of Van)	-	-	-
667-369	Rent for County Property	7,840	9,516	9,516
668-253	Human Services Lease Payment	332,491	332,491	332,491
699-020	Health Department Lease	78,536	85,676	85,676
	Total Interest & Rentals	508,455	542,683	543,783
	Refunds & Reimbursements			
580-253	Reimbursement State Jury	26,926	20,000	10,163
658-253	Return Check Charge	200	300	300
674-254	Thumb Narcotics Unit Reimburse (local)	11,130	12,000	12,000
674-301	Reimbursements FOC Warrants	631	600	600
674-331	Contributions Marine	150	200	100
676-060	Drain Restitution	50	100	100
676-130	Reimbursement Mental Health Eval.	155	200	200
676-132	Reimbursement Counseling -Courts	-	-	-
676-191	State Reimbursement/Elections	-	35,000	-
676-215	GAL Attorney Fee/Reimbursement	18,746	20,000	20,000
676-226	Equalization Contract to Huron County	-	-	-
676-227	Equalization Base Contract Caro	29,093	29,080	29,080
676-229	Reimbursements - Prosecutor	1,727	1,000	3,000
676-253	Reimbursements & Refunds	5,967	3,000	6,000
676-259	IS Reimbursements	-	600	500
676-260	Reimb Court Atty Atty/MIDC	100	-	-
676-301	Reimbursement Sheriff	24,527	25,000	10,000
676-306	Weigh Master	74,170	84,000	84,000
677-191	Reimb-School Election	15,115	34,000	7,000
677-215	Reimbursement Crt Appt Atty Fees	4,768	5,000	5,000
677-301	Sheriff Medical Service Reimb.	15,501	16,000	15,000
678-132	State Lein Fees	6	82	50
678-191	Twsp. - Election Supplies	8,002	30,000	7,000
678-301	Reimb. DDJR	-	500	-
679-215	DE Novo Transcripts	-	100	100
679-301	ICS Reimbursements	7,568	10,000	5,000
680-191	Elections Reim. Misc.	-	-	-
683-253	Reimbursement Court Admin SVCS	-	-	2,500
691-301	Sheriff Misc Revenue	1,904	2,000	2,000
694-130	Cash Over/Short - Unified Court	(20)	-	-

694-143	Cash Over/Short - Mis due funds	-	-	-
694-215	Cash Over/Short	11	-	-
694-253	Cash Over/Short	7	-	-
698-292	Indirect Cost 10% Admin. Childcare	81,286	150,000	90,000
699-010	Veterans Space Indirect Cost	-	-	-
699-215	Friend of the Court Indirect Cost	210,896	170,685	210,464
699-218	Dispatch Fund Indirect Costs	88,756	94,241	98,930
699-221	Health Department Indirect Costs	8,477	10,578	12,627
699-230	Recycling Indirect Costs	39,908	42,573	66,968
699-240	Mosquito Control	71,873	84,295	93,478
699-244	Trans In Equipt/Co Allocation	5,217	-	-
699-255	VOCA	5,109	-	6,000
699-279	MSU-e Indirect costs	1,182	1,408	1,140
699-295	Veterans Voted Indirect Costs	6,747	8,482	9,283
699-297	Senior Citizens Fund Indirect Cost	4,943	7,197	8,697
699-298	Medical Care Facility Indirect Cost	1,495	1,452	1,973
699-207	Road Patrol Indirect Costs	64,423	68,368	91,105
699-441	Building Codes SCMCCI Rent	24,996	25,000	25,000
			-	
	Total Reimbursement & Refunds	861,742	993,041	935,358
	Total Operating Revenue	13,072,277	13,431,793	13,595,550
	Revenue Transfers Other Funds			
699-251	Principle Residence Exemption	12,890	12,890	12,890
699-290	Transfer-In DHHS Board	-	-	-
699-294	Veterans Trust	-	-	-
699-532	Tax Foreclosure	108,862	80,000	110,000
699-626	Delinquent Tax Revolving Fund	854,000	830,704	830,000
	Total Revenue Transfers from Other Funds	975,752	923,594	952,890
	Grand Total Revenues	14,048,029	14,355,387	14,627,433
	Recurring Sources of Funds			
672-390	Use of Fund Balance		21,000	
	Total Budgeted General Fund Balance or Use of Other One-Time Sources	-	21,000	-
	GRAND TOTAL REVENUES	14,048,029	14,376,387	14,627,433
				4.1% over 2019 Actual
				1.75% over 2020 Budget

General Fund Expenditures

GL NUMBER	DESCRIPTION	2019 AMENDED BUDGET	2020 AMENDED DEPARTMENT BUDGET 8-31-20	2021 REQUESTED BUDGET	2021 2nd DRAFT BUDGET BUDGET	2021 DRAFT BUDGET % CHANGE
Fund 101 - GENERAL FUND						
APPROPRIATIONS						
	Totals for dept 101 - BOARD OF COMMISSIONERS	122,668	123,172	115,500	210,349	70.78
	Totals for dept 104 - SPECIAL PROGRAMS	86,000	47,500	54,800	54,800	15.37
	Totals for dept 130 - UNIFIED COURT	2,247,825	2,609,427	572,800	2,426,304	(7.02)
	Totals for dept 147 - JURY COMMISSION	5,875	3,715		5,791	55.88
	Totals for dept 151 - ADULT PROBATION	12,000	11,000	10,000	10,000	(9.09)
	Totals for dept 191 - ELECTION	82,442	206,100	26,800	26,871	(86.96)
	Totals for dept 202 - ACCOUNTING SERVICES	47,740	47,740	47,740	47,740	
	Totals for dept 211 - LEGAL COUNSEL	245,010	101,000	130,000	130,000	28.71
	Totals for dept 215 - CLERK	473,643	488,613	90,690	517,740	5.96
	Totals for dept 223 - CONTROLLER	439,887	461,380	434,780	435,141	(5.69)
	Totals for dept 225 - EQUALIZATION	230,005	241,104	4,800	253,876	5.30
	Totals for dept 227 - CITY OF CARO ASSESMENT CONTRT	7,498	7,508	500	7,508	
	Totals for dept 229 - PROSECUTOR	605,573	693,428	53,050	801,408	15.57
	Totals for dept 230 - CO-OP REIMBURSEMENT-PROSECUTOR	204,464	195,108		214,226	9.80
	Totals for dept 236 - REGISTER OF DEEDS	304,605	317,448	65,722	292,610	(7.82)
	Totals for dept 253 - TREASURER	355,898	368,624	41,000	479,611	30.11
	Totals for dept 259 - COMPUTER OPERATIONS	653,924	745,828	411,800	759,494	1.83
	Totals for dept 265 - BUILDING AND GROUNDS	821,755	839,848	472,859	836,309	(0.42)
	Totals for dept 266 - DHHS BLDG MAINTENANCE	60,154	68,209	34,500	84,148	23.37

Totals for dept 275 - DRAIN COMMISSION	225,323	233,885		232,088	(0.77)
Totals for dept 303 - COURTHOUSE SECURITY	139,675	140,895	151,604	151,604	7.60
Totals for dept 304 - SHERIFF - JAIL	2,369,872	2,434,345	2,424,331	2,192,063	(9.95)
Totals for dept 324 - CO WEIGH MASTER ENFORCEMENT	84,127	88,746	79,009	91,339	2.92
Totals for dept 331 - MARINE SAFETY	14,137	12,869	12,869	12,869	
Totals for dept 333 - SECONDARY ROAD PATROL	82,243	101,535	83,489	87,358	(13.96)
Totals for dept 346 - THUMB AREA NARCOTICS GROUP	14,173	14,172		13,970	(1.43)
Totals for dept 352 - COMMUNITY CORRECTIONS SERVICE	69,123	73,004		75,304	3.15
Totals for dept 400 - PLANNING COMMISSION	5,500	3,905		4,430	13.44
Totals for dept 426 - EMERGENCY SERVICES	102,578	106,083	71,923	111,352	4.97
Totals for dept 441 - BUILDING CODES	570,100	440,000		440,000	
Totals for dept 442 - BOARD OF PUBLIC WORKS	1,200	1,055		1,050	(0.47)
Totals for dept 445 - DRAINS AT LARGE	425,484	370,939		370,938	
Totals for dept 631 - SUBSTANCE ABUSE	50,928	51,250		51,250	
Totals for dept 648 - MEDICAL EXAMINER	97,390	75,000		75,000	
Totals for dept 670 - DHHS BOARD	10,000	10,000		10,000	
Totals for dept 722 - AIRPORT ZONING BOARD	6,600	1,775			(100.00)
Totals for dept 723 - AIRPORT ZONING BRD OF APPEALS	2,450	1,750	800	840	(52.00)
Totals for dept 728 - ECONOMIC DEVELOPMENT CORP	80,000	80,000		80,000	
Totals for dept 863 - EMPLOYEE SICK/VACATION BENEFIT	80,840	10,765		5,390	(49.93)
Totals for dept 865 - INSURANCE AND BONDS	88,000	90,540		125,000	38.06
Totals for dept 891 - ESCROW PORTION OF WIND REVENUE	205,474			224,478	
TOTAL	11,732,183	11,919,265	4,903,545	11,950,249	0.26

General Fund Transfers

GL NUMBER	DESCRIPTION	2019 AMENDED BUDGET	2020 AMENDED DEPARTMENT REQUESTED BUDGET 8-31-20	2021 DEPARTMENT REQUESTED BUDGET	2021 2nd DRAFT BUDGET BUDGET	2021 DRAFT BUDGET % CHANGE
APPROPRIATIONS						
Dept 965 - TRANSFERS OUT						
101-965-999.208	COUNTY PARKS FUND	15,000	15,000			(100.00)
101-965-999.215	FRIEND OF THE COURT TRANSFERS	282,970	282,970		282,965	
101-965-999.221	HEALTH DEPT APPROPRIATION	321,750	328,185		328,185	
101-965-999.222	BEHAVIORAL HEALTH	288,243	288,243		288,243	
101-965-999.239	TRANS OUT ANIMAL CONTROL	84,500	90,000		90,000	
101-965-999.244	EQUIPMENT CAPITAL IMPROVEMENT	250,000	310,547		200,000	(35.60)
101-965-999.252	TRANSFER OUT REMONUMENTATION	115				
101-965-999.258	GIS FUND	60,000	60,000		60,000	
101-965-999.260	TRANSFER OUT MIDC	283,676	253,957		155,794	(38.65)
101-965-999.279	TRANSFER OUT VOTED MSU		21,000			(100.00)
101-965-999.288	CHILD CARE HUMAN SERVICES	162,500	162,500		150,000	(7.69)
101-965-999.292	CHILD CARE (PROB CT & SOC SER)	500,000	400,000		300,000	(25.00)
101-965-999.374	PURDY BUILDING DEBT	72,018	75,655		60,000	(20.69)
101-965-999.483	CAPITAL IMPROVEMENTS FUND	250,000	169,065		200,000	18.30
101-965-999.648	MEDICAL EXAMINER	13,648				
Totals for dept 965 - TRANSFERS OUT		2,584,420	2,457,122		2,115,187	(13.92)
TOTAL APPROPRIATIONS		2,584,420	2,457,122		2,115,187	(13.92)

TOTAL GENERAL FUND EXPENSES	\$	14,316,603	\$	14,376,387	\$	4,903,545	\$	14,065,436	(2.16)
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TOTAL GENERAL FUND REVENUE	\$	14,627,433
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DIFFERENCE	\$	561,997
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2021 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests		Recommended for Funding				Comments
Department Request	Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund 244	Recommended for Funding from Special Purpose Fund		
ANIMAL CONTROL	Interior Doors	\$5,400	\$5,400			Department of Ag replacement Inspection
	Exterior Doors	\$12,000	\$12,000			Department of Ag replacement Inspection w/card access
	Lights	\$2,500	\$2,500			
	Medical Room - Shower	\$1,000	\$1,000			Department of Ag replacement Inspection
	Cat Room	\$5,000	\$5,000			
	Window in office	\$2,500	\$2,500			Window to view incoming guests for security and customer service.
BUILDING AND GROUNDS	Truck	\$16,000		\$16,000		Replacing aging vehicles
	Truck	\$16,000		\$16,000		Replacing aging vehicles
	Animal Shelter Furnace and A/C Replacement	\$6,000	\$6,000			Current furnace and A/C systems are old and warn out.
	Health Dept. parking lot repairs	\$5,000	\$5,000			Deteriorating parking lot.
	Seal coat and line stripe Health Dept. parking lot	\$10,000	\$10,000			Regular maintenance.
	Seal Coat entrance Health Dept/DHHS/Dispatch buildings	\$2,000	\$2,000			Regular maintenance.
	Seal Coat DHHS North parking lot	\$1,000	\$1,000			Regular maintenance.
	Retention Pond at Health Dept/DHHS/Dispatch repair	\$12,000	\$12,000			Parking Lot Drainage issue.
	Animal Shelter parking lot addition	\$24,000	\$24,000			Additional parking needed, currently parking on lawn
	Annex roof replacement	\$50,000	\$50,000			Leaking - Repairs needed
CLERK	Clerk Storage Cabinets	\$15,000		\$15,000	\$15,000	Would be able to use funds from the CPL Account to help off-set costs.
	Redesign office	\$15,000		\$15,000		Move employee locations and add a moveable filing system to the vault where the two employees are currently sitting limiting access to the office by the general public for added safety measures.

B

2021 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests			Recommended for Funding			
Department Request		Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Recommended for Funding from Special Purpose Fund	Comments
CONTROL	Purdy Building Sign	\$1,600	\$1,600			Need sign to distinguish county building.
	Purdy Building Stucco Repair	\$34,000	\$34,000			Damaged and deteriorating.
IT	Clemis Vehicle Locator	\$9,500		\$9,500		Clemis Vehicle Locator
	ELMO Document Cameras - Courts	\$4,500		\$4,500		Document Cameras - Courts
	Sheriff vehicle Locator	\$8,700		\$8,700		Sheriff vehicle Locator
	Replace Cable infrastructure	\$5,000		\$5,000		Replaces old 1GB cable with 10GB cable.
	Replace Printers	\$1,500		\$1,500		Replace aging printers
	ICompass Software	\$8,400		\$8,400		Meeting manager for minute taking docket display outside of courtroom
	Replace Aging Server	\$27,000		\$27,000		Replace aging server
SHERIFF - JAIL	Garage door replacement	\$5,000	\$5,000			Overhead garage doors for the jail need replaced for safety reasons.
Total		\$305,600	\$179,000	\$126,600	\$15,000	
Total Funded		\$320,600				
Total Not Funded		-\$15,000				

C

LAPEER COUNTY ANIMAL CONTROL ORDINANCE

ENROLLED
ORDINANCE NO. 2019

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ANIMAL CONTROL ORDINANCE

ARTICLE I **PURPOSE**

The Board of Commissioners of the County of Lapeer recognizes that Act number 339 of the Public Acts of 1919, as amended, being Sections 287.261-287.290 of the Michigan Compiled Laws (hereinafter MCL), Act number 426 of the Public Acts of 1988, being MCL 287.321-287.323, and Act number 368 of the Public Acts of 1978, being MCL 333.1101-333.25211, constitute state law for the regulation of dogs. The Board finds 1) that it is necessary to establish and implement a program for the licensing and regulation of dogs and other animals and facilities that house them, 2) that animals require legal protection, 3) that the property rights of owners and non-owners of animals should be protected, and 4) that the health, safety, and welfare, of people in Lapeer County would best be served by adoption of such an ordinance, which shall be cited as "The Lapeer County Animal Ordinance."

ARTICLE II **AMENDMENT**

The provisions of this Ordinance amend and supersede the provisions of the Animal Control Ordinance that was adopted by the Lapeer County Board of Commissioners on August 14, 2008 (BOC Motion #267-08).

ARTICLE III **DEFINITIONS**

- A) "Animal Control" means the animal kennel facility used by Lapeer County to house stray or unwanted animals.
- B) "Animal" means any dog, cat or other mammal, bird, fish or reptile and includes any exotic, wild or otherwise dangerous animal.
- C) "Animal at large" means any animal that
 - 1) Is not physically restrained on private property (including motor vehicles) with permission of the property owner, in a manner that physically prevents that animal from leaving that property or reaching any public areas, or
 - 2) When not in compliance with subsection 1, is not restrained by a leash, tether or other physical control device not to exceed six feet in length and under the physical control of a person.

- D) "Animal Control Officer" means any person employed by the County for the purpose of enforcing this Ordinance or state statutes pertaining to control of dogs or other animals; this person must have Animal Control certification as prescribed by Department of Agriculture, and Michigan Association of Animal Control Officers.
- E) "Kennel Officer" means any person employed by the County for the purpose of cleaning, recognizing disease, and ensuring the welfare of animals impounded and held under County control.
- F) "Chief Animal Control Officer" means a person employed by the County, under the direction of the County Controller/Administrator or any other agency designated by the Board of Commissioners, who oversees the operation of the Animal Control Division and Officers.
- G) "Cattery Kennel" means any place, residence, or facility where domestic cats (*Felis Catus*) are housed for boarding purposes, for remuneration.
- H) "Commercial Kennel" means any facility except a duly licensed pet shop wherein or whereon three or more licensable animals are kept for breeding, sale, boarding or training purpose for remuneration.
- I) "Day" means any day the Lapeer County governmental offices are scheduled to conduct business. This shall include Saturdays, but does not include Sundays or holidays designated by the Board of Commissioners.
- J) "Controller" means the Lapeer County Controller/Administrator;
- K) "Euthanasia" means putting an animal to death in a humane manner.
- L) "Exotic, wild or otherwise dangerous animal" means any animal that is not commonly domesticated, or that is not native to the State of Michigan, or that, irrespective of geographic origin, is of a wild or predatory nature, or that because of its size, vicious nature or other characteristics would constitute an unreasonable danger to human life or property if not kept maintained or confined in a safe and secure manner. It does not include such animals kept in bona fide public zoos, licensed laboratories or circuses where the custody is under the care of an attendant at all times to assure that such animal is securely confined. It does include wolf hybrid animals.
- M) "Farm" means the land, buildings and machinery used in the commercial production of farm products.
- N) "Farm operation" means a condition or activity that occurs on a farm in connection with the commercial production of farm products and includes, but is not limited to, marketed produce at roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps;

ground and aerial seeding and spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides and use of labor.

- O) "Farm product" means those plants or animals useful to human beings and includes, but is not limited to, forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products, livestock, including breeding and grazing, fruits, vegetables, flowers, seeds, grasses, trees, fish, apiaries, equine and other similar products, or other products that incorporate the use of food, feed, fiber or fur.
- P) "Foster Homes" mean facilities that are licensed by the Michigan Department of Agriculture or the Animal Control facility in that county for the purpose of holding animals for medical, judicial, pre-adoption under the direction of the above agency. Foster homes are not authorized to hold stray animals.
- Q) "Hobby Kennel" means any residence within Lapeer County which may own keep, 4 or more dogs for personal use, as authorized per zoned property.
- R) "Livestock" means farm animals used for human food and fiber. Livestock includes, but is not limited to, horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, swine, and fur bearings animals being raised in captivity. Livestock does not include animals that are human companions, such as dogs and cats.
- S) "Owner," when applied to the proprietorship of an animal, means any person who has a right of property in an animal, or any person who harbors, cares for, exercises control over or knowingly permits the animal to remain on or about any premises occupied by that person for a period of seven consecutive days.

"Owner," when applied to any property or premise, means both the owner of title of record and those occupying or in possession of such property or premise.
- T) "Muzzle" means a device that when fitted upon an animal prevents it from biting any person or animal and that is made in a manner that will not cause injury to the animal or interfere with its vision or respiration.
- U) "Person" means any natural person, association, partnership, firm or corporation.
- V) "Dangerous Animal" means any animal that has been found to have engaged in any of the behaviors specified in the Michigan Dangerous Animal Act, MCL 287.321 *et seq.*

- W) "Provoke" means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack by an ordinary dog or animal.
- X) "Serious Injury" means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.
- Y) "Treasurer" means the Lapeer County Treasurer.
- Z) "Torment" means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack.

ARTICLE IV
ANIMAL CONTROL OFFICER DUTIES, AUTHORITY AND
RESPONSIBILITIES

- A) The Lapeer County Board of Commissioners may employ a Chief Animal Control Officer who shall direct the Animal Control Division, and Animal Control Officers as necessary and in accordance with County budgetary and personnel policies.
- B) Animal Control Officers shall be authorized to and responsible for enforcing the provisions of this Ordinance and the laws of the State applying to the control and well-being of animals. This includes, but is not limited to, the issuance of a ticket, citation or summons to any person if reasonable cause exists to believe he or she is in violation of this Ordinance or applicable State law, and making complaint to the District Court regarding the same.
- C) Animal Control Officers, when enforcing this Ordinance, shall bear satisfactory identification reflecting the authority under which they act, which identification shall be shown to any person requesting it.
- D) No person or persons shall knowingly interfere with an Animal Control Officer rightfully engaged with animal control duties. The violator of this section shall be guilty of a misdemeanor and upon conviction shall be imprisoned for not more than 90 days, fined in an amount not to exceed \$1,000.00, and/or required to perform not more than 240 hours of community service.

ARTICLE V
FACILITY OPERATIONS, IMPOUNDMENT,
RELEASE AND DISPOSAL

- A) The Chief Animal Control Officer shall operate and maintain an adequate facility as the Lapeer County Animal Control to receive, care for and safely confine any animal in the Officer's custody under provisions of this Ordinance. The Animal Control facility shall be accessible to the public during reasonable hours for the conduct of necessary business concerning impounded animals.
- B) An Animal Control Officer may impound and hold at the Animal Control facility any animal when it is the subject of a violation of this Ordinance, when it requires protective custody and care because of mistreatment or neglect by its owner, when it is voluntarily donated by its owner for disposition or when otherwise ordered impounded by a court.
- C) An animal shall be considered impounded from the time an Animal Control Officer takes physical custody of the animal.
- D) Impoundment is subject to the following holding period and notice requirements:
- 1) An animal bearing identification of ownership or whose ownership is otherwise known shall be held for a minimum of seven days after its impoundment unless otherwise allowed by Court order. An Animal Control Officer shall make reasonable effort to give notice of the impoundment to the owner by phone within 24 hours of impoundment and shall document same. If unsuccessful, the Officer shall mail written notice by certified mail within 48 hours of impoundment advising the owner of the impoundment, the date by which redemption must be made and fees payable prior to redemption release.
 - 2) An animal whose ownership is not determined shall be held for a minimum of five days after its impoundment unless otherwise allowed by Court order.
 - 3) Animals held for periods prescribed under this section and not redeemed by their owners shall be subject to disposition.
- E) Disposition of impounded animals shall be made in the following manner:
- 1) Any impounded animal shall be released to its owner or the owner's authorized representative if redeemed within the period set forth in this section upon payment of fees for impoundment and care including actual cost of veterinary care incurred while held in the animal control facility and if the owner is in compliance with provisions of this Ordinance and statutes of the State including licenses and vaccination requirements.

- 2) Any animal held for the prescribed period and not redeemed by its owner, and which is neither a potentially dangerous animals nor in a dangerous condition of health, may be released for adoption subject to provisions of Article VI.
- 3) Any animal held for the periods prescribed under this section without redemption or adoption shall be disposed of, as authorized by Federal, State, local laws, and County policy, except that livestock and poultry may be sold in accordance with provisions of this Ordinance and statutes of the State.
- 4) Provisions of this section regarding holding periods do not apply to any animal that is sick or injured to the extent that the holding period would cause the animal undue suffering in the judgment of an Animal Control Officer, or to any animal voluntarily delivered to the animal control facility by the owner thereof requesting humane destruction. Such animals may be disposed of by euthanasia at any time.

ARTICLE VI **ADOPTIONS**

- A) A dog or a cat may be released for adoption by an Animal Control Officer under the following terms and conditions:
- 1) An Animal Control Officer has determined that the dog or the cat does not have an owner.
 - 2) An Animal Control Officer has determined that the dog or the cat is not a dangerous animal.
 - 3) An Animal Control Officer has obtained a written agreement from the prospective owner, which states that the prospective owner will have dog or the cat spayed or neutered within 30 days of adoption or upon reaching the age of sexual maturity, whichever occurs first.
 - 4) An Animal Control Officer has collected a fifty dollar (\$50.00) deposit from the prospective owner, which shall be refundable to the prospective owner upon the provision of written proof that the dog or cat which was adopted has been spayed or neutered by a licensed veterinarian.
 - 5) If the prospective owner fails to comply with the terms of the written agreement and fails to have the dog or cat spayed or neutered as described in this Ordinance, the prospective owner shall forfeit the fifty dollar (\$50.00) deposit. An Animal Control Officer may further charge the prospective owner with a civil infraction as provided in Article X of this Ordinance. An Animal Control Officer may further seek the return of the dog or the cat to the Animal Control facility as provided by the Michigan

Pet Shop and Animal Shelter Act, MCL 287.331 *et seq* and rules promulgated there under.

- B) An Animal Control Officer may decline to release an animal for adoption under any of the following circumstances:
- 1) The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous five years or period set by the Court.
 - 2) The prospective adoptive owner has, in the opinion of an Animal Control Officer, inadequate or inappropriate facilities for keeping the animal or providing proper care to the animal.
 - 3) Other circumstances exist that, in the opinion of an Animal Control Officer, would endanger the welfare of the animal or the health, safety or welfare of people.
 - 4) The animal does not meet the evaluation set forth by an Animal Control Officer. This determination may be appealed as set forth in the adoption policy.
 - 5) The prospective owner indicates that he or she will not comply with the provisions of this Ordinance.

ARTICLE VII
DOG LICENSING, TAGS, AND RABIES VACCINATIONS

- A) Beginning at the age of four months and continuing thereafter for the life of the animal, all dogs that reside in Lapeer County must be licensed by the Lapeer County Animal Control in accordance with the provisions of this Ordinance. The fees for licensing a dog in Lapeer County shall be established by the Lapeer County Board of Commissioners, as published in the Lapeer County Fee Schedule. In order to obtain a dog license, the owner must provide written proof (certification) that the dog has been vaccinated for rabies. The certification must be signed by a licensed veterinarian and shall be considered valid for the period of time stated therein, not to exceed three years from the date the rabies vaccination was performed.
- B) All dogs that have been licensed in Lapeer County shall display on or about their collar a license tag as provided by Lapeer County Animal Control.
- C) A dog license shall be considered valid for a period of one year or three years. The anniversary date of the license shall coincide with the date upon which the dog first received a rabies vaccination. An owner shall be required to renew a dog license on a yearly basis, within 30 days of the anniversary

date. A failure to renew the license within 30 days of the anniversary date shall subject the owner to a license delinquency fee as established by the Lapeer County Board of Commissioners, and published in the Lapeer County Fee Schedule.

- D) A three-year dog license may be obtained at the owner's request if the rabies vaccination is valid for the entire three years. If the rabies vaccine expires within the three-year period the owner would only be allowed to purchase a one-year license. The cost of license(s) would be as set forth in the Lapeer County Animal Control Fee Schedule. This fee is non-refundable.
- E) Licenses and license tags are assigned to individual dogs and are not transferable to other animals. They shall remain with the dog upon transfer to another owner for the life of the license, except that upon transfer to another owner within Lapeer County the last registered owner shall notify the Animal Control Division so that it may note such transfer upon its records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, where the possession of a dog is temporarily transferred for the purpose of boarding, hunting game, breeding, trial or show.
- F) Transient dogs in Lapeer County must be licensed in the county in which the owner resides. Residents who are new to Lapeer County and who possess a dog or dogs which have been licensed outside of Lapeer County will be given 90 days from the time they move into the County to obtain a Lapeer County Animal License. The anniversary date for the license of a dog that has moved to Lapeer County shall be the date upon which the original license was issued, consistent with the date of the dog's rabies vaccine. Any person requesting a license for a sexually altered animal must present a certificate signed by a licensed veterinarian that the animal has been surgically altered.
- G) If a license tag is lost, it shall be replaced for a fee as set forth by the Lapeer County Board of Commissioners, and published in the Lapeer County Fee Schedule. The owner shall provide proof that the dog is licensed and shall sign a statement that the tag has been lost.
- H) License fees shall be waived for any animal that is certified and actively working, such as a graduate leader dog, police dog, or hearing impaired companion dog. Foster dogs will be required to be licensed in Lapeer County.
- I) If a person obtains a new dog, the dog must be licensed within 30 days of its acquisition. Failure to obtain a dog license within 30 days shall subject the owner to penalties as stated in Article X and a license delinquency fee as established by the Lapeer County Board of Commissioners and

published in the Lapeer County Fee Schedule. Proof of new ownership must be shown at the time of application, in receipt form signed by the previous owner(s).

- J) No dog shall be exempt from the rabies vaccine requirements for licensing unless a licensed veterinarian certifies in writing that such rabies vaccine would be detrimental to the health of said dog. An Animal Control Officer shall approve the same in writing, shall issue a certificate authorizing the owner of said dog to obtain the license without rabies vaccination, and such dog shall be licensed by the Animal Control Division accordingly.
- K) The provisions of this Ordinance do not prevent any township, village, city, or other unit of government in Lapeer County from adopting an ordinance for the control and licensing of cats within its jurisdiction.

ARTICLE VIII **DOG KENNEL LICENSES**

- A) Any person who owns or keeps multiple dogs may, in lieu of obtaining individual licenses as required under this Ordinance and under the statutes of the State, apply to the Animal Control Division for a commercial kennel license or a hobby license.
- B) A commercial kennel license shall entitle a person or persons to own, keep or operate a commercial kennel for the boarding, breeding, or selling of dogs in accordance with the applicable laws of the State as follows:
 - 1) Any person who owns, keeps or operates a kennel at any single location within the boundaries of Lapeer County shall, within 30 calendar days prior to the start of such operation, obtain a kennel license from the Animal Control Division.
 - 2) The application must be accompanied by the applicable fee for same, but proof of vaccination against rabies shall not be required when applying for a commercial kennel license.
 - 3) An Animal Control Officer shall issue such license upon proper application if the kennel is in compliance with Sections 10 and 11 of Act 339 of the Public Acts of 1919, as amended, being MCL 287.270, and 287.271, and in compliance with any applicable ordinance of the city, village or township in which it is located.
 - 4) Commercial kennel licenses shall be renewed prior to June 1 of each year.

- 5) Failure to apply for a commercial kennel license within the prescribed time limit will result in a delinquent fee being charged as established by the Lapeer County Board of Commissioners, and published in the Lapeer County Fee Schedule.
- C) An Animal Control Officer shall have the right to inspect any commercial kennel in the County of Lapeer in order to determine whether said kennel is in compliance with the Ordinance and the statutes of the State. Kennel licenses may be suspended if, in an Animal Control Officer's opinion, conditions exist that are unhealthy or inhumane to the animals kept therein, pending correction of such conditions, and may be revoked if such conditions are not corrected within a designated reasonable time.

ARTICLE IX
REPORTS OF ANIMAL BITES

- A) The owner of an animal that has attacked, bitten, or scratched a person or another animal shall report that attack to an Animal Control Officer.
- B) Every animal that has attacked, bitten, or scratched a person shall be impounded and quarantined for a period of 10 days, or as directed by an Animal Control Officer. Such quarantine shall be at the owner's residence, the animal control facility, a veterinarian clinic, or such other place as designated by an Animal Control Officer. The owner shall surrender the animal to the Animal Control Officer upon request.

ARTICLE X
ORDINANCE VIOLATIONS, ENFORCEMENT, AND PENALTIES

- A) Unless otherwise stated herein, the penalty for violation of any provision of this Ordinance shall be as follows:
1. As to the first or second offense, the violation shall be a civil infraction, and upon a finding of responsibility the violator shall be fined as set forth below.
 2. As to the third or subsequent offense, the violation shall be a misdemeanor, and upon conviction the violator shall be imprisoned for not more than 90 days, fined in an amount not to exceed \$1,000.00 and/or required to perform not more than 240 hours of community service.
 3. In addition, court costs may be levied against any person determined to be guilty of or responsible for a violation.

- B) Tickets, citations or summonses for violation of this Ordinance may be issued by any Animal Control Officer or other peace officer upon reasonable cause to believe that a violation has occurred. It is not necessary that the violation be witnessed by an Animal Control Officer or other peace officer. This provision is not intended to and should not be construed to effect in any way the right of an Animal Control Officer, other peace officer, or prosecutor to take action under applicable State law for a violation thereof.
- C) If the recipient fails to appear before the Court to answer the ticket, citation or summons, an Animal Control Officer or other peace officer may proceed to obtain a default judgment against the recipient or the issuance of a warrant for the arrest of the recipient to bring said person before the Court to answer the charges.
- D) Fines levied against violators found responsible or guilty by the court shall be placed into the fund of the Animal Control Division. Such funds shall be used and authorized by the Lapeer County Controller/Administrator and/or Board of Commissioners for the purpose of animal control enforcement.
- E) For the purposes of this Article, the term "permit" shall include human conduct that is intentional, deliberate, careless, or negligent in relation to an owned animal.
- F) It shall be unlawful for any person or owner to:
 - 1) Permit any animal to be at large or to stray beyond the property of such person unless such animal is restrained by a leash or unless such animal is engaged in lawful hunting or hunting practice and is accompanied by a responsible person.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 2) Permit any animal to trespass upon property or to cause damage to property, real, or personal, of another person.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 3) Keep an exotic, wild or otherwise dangerous animal unless specifically approved by the governing body of the village, city or township in which kept, or to violate any restrictions on such animal's custody as may be prescribed by that governing body.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 4) Engage in any of the activities prohibited by Act 381 of the Public Acts of 1988 relating to animals owned, possessed, trained or used for fighting, baiting or target shooting.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 500.00
SECOND OFFENSE	\$1000.00

- 5) Permit a dog in heat (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 6) Permit any animal unreasonably to cause annoyance, alarm or noise disturbance at any time of the day or night by repeated barking, whining, screeching, howling, braying, or other like sounds that may be heard beyond the boundaries of the owner's property.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 7) Permit an animal to be confined within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including but not limited to dangerous temperature, or lack of food, water or attention.

FINES PER ANIMAL:

FIRST OFFENSE	\$200.00
SECOND OFFENSE	\$500.00

- 8) Abandon any animal in or upon any sidewalk, street, alley, road, public right of way, park or other public property, or in or upon the property of another person.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 9) Knowingly place food of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to any animal except rodents.

FINES PER OCCURRENCE:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 10) Physically mistreat any animal either by deliberate abuse or by neglecting to furnish adequate care and shelter including veterinary attention, or to leave the animal unattended for more than 24 hours without adequate care.

FINES PER ANIMAL:

FIRST OFFENSE	\$200.00
SECOND OFFENSE	\$500.00

- 11) Permit any animal to leave the confines of any officially prescribed quarantine area.

FINES PER ANIMAL:

FIRST OFFENSE	\$100.00
SECOND OFFENSE	\$200.00

- 12) Seize, molest or tease any animal while on the property of its owner or while held on leash by its owner, or to decoy or entice any animal out of an enclosure or off the property of its owner.

FINES PER ANIMAL:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 13) Fail to spay and/or neuter a dog and/or a cat that has been adopted pursuant to the provisions of Article VI of this Ordinance.

FINES PER ANIMAL:

FIRST OFFENSE	\$100.00
SECOND OFFENSE	\$200.00

- 14) Intentionally, or by failure to exercise due control, permit any animal to bite a person or another animal except in defense of the owner during the commission of a crime by another.

FINES PER ANIMAL:

FIRST OFFENSE	\$100.00
SECOND OFFENSE	\$200.00

- 15) Allow livestock to run at large, not under reasonable control.

FINES PER OCCURRENCE:

FIRST OFFENSE	\$100.00
SECOND OFFENSE	\$200.00

- 16) Fail to maintain fencing for livestock in good and reasonable repair, such that livestock would be allowed to run at large.

FINES:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

- 17) Fail to license an animal as required by the Lapeer County Animal Ordinance.

FINES PER ANIMAL:

FIRST OFFENSE

WITH PROOF OF LICENSE \$25.00

WITHOUT PROOF OF LICENSE \$100.00

SECOND OFFENSE \$200.00

18) Fail to provide adequate food, care, water, shelter, and medical attention for an animal.

FINES:

FIRST OFFENSE \$ 200.00

SECOND OFFENSE \$500.00

19) Abandon an animal at an animal control facility, veterinary clinic, pet shop, groomer, or other place of business.

FINES:

FIRST OFFENSE \$ 50.00

SECOND OFFENSE \$100.00

20) Being an owner of the animal, fail to report to an Animal Control Officer an attack by that animal upon a person or another animal.

FINES:

FIRST OFFENSE \$100.00

SECOND OFFENSE \$200.00

21) Allow a dog to attack livestock or any other animal.

FINES:

FIRST OFFENSE \$100.00

SECOND OFFENSE \$200.00

22) Refuse to surrender a found animal to an Animal Control Officer upon request.

FINES:

FIRST OFFENSE	\$ 50.00
SECOND OFFENSE	\$100.00

ARTICLE XI
REPORTING OF FOUND ANIMALS

- A) Any person who finds and harbors an animal shall notify the Animal Control Division within 24 hours. It shall be the duty of an Animal Control Officer to take into custody any animal reported found.
- B) The finder shall surrender the animal to the Animal Control Facility in the county where found. If the owner of the animal has not claimed the animal within the legal holding time, the animal may be released for adoption as provided for in Article VI. If the finder wants to adopt the animal, he or she must do so according to the policy.

ARTICLE XII
LIVESTOCK DAMAGE CLAIMS

- A) All claims for livestock damage in Lapeer County caused by dogs shall be made in accordance with the provisions of Act number 339 of the Public Acts of 1919, as amended, being MCL 287.280 to 287.285.
- B) In addition to the provisions described in part A of this Article, all persons making a claim for livestock damage in Lapeer County shall follow the following procedure. Failure to follow this procedure may cause a livestock damage claim to be denied.
 - 1) Contact Lapeer County Animal Control and submit an animal damage claim report, including information concerning any and all insurance relevant to said livestock.
 - 2) Make the actual animals damaged by dogs available for viewing by an Animal Control Officer and/or Township Supervisor as requested by same.
 - 3) Lapeer County Animal Control shall file a report with the Township Supervisor of the livestock damage.
- C) The liability of Lapeer County for any claim of livestock damage caused by dogs shall not exceed that provided by State law.

- D) The payment of any claim for livestock damage caused by dogs by Lapeer County shall not exceed the amount allowed by the Lapeer County Board of Commissioners. See PA 1919, No. 339, sec. 23 (MCL 287.283(2)).
- E) The provisions of this article shall not be construed to abrogate, waive, amend, or affect in any manner the governmental immunity of Lapeer County and the Lapeer County Animal Control Division.

ARTICLE XIII
CATTERY KENNEL INSPECTIONS

- A) Any person who operates a Cattery Kennel shall allow Officers of Lapeer County to inspect the area used to house these animals for compliance with Michigan Animal Regulations.
- B) Inspections include, but are not limited to, the following:
 - 1) Existence of a comfortable caging type system.
 - 2) Proper cages according to size.
 - 3) Clean, fresh water supply and adequate and proper food.
 - 4) Cages are kept clean and free of fecal matter.
 - 5) Resting perches are provided for cats where two or more are housed in the same cage system.
- C) There shall be an administration fee for inspection purposes only. This fee shall be established and approved by the Lapeer County Board of Commissioners.
- D) Under this Ordinance, there shall not be a license issued to the person or persons operating a Kennel Cattery. A copy of the inspection will be made available to the operator for display.

ARTICLE XIV
ANIMAL CRUELTY

- A) The provisions of Michigan's Animal Cruelty Statute, being section 50 of Act number 328 of the public acts of 1931, as amended (MCL 750.50), are hereby incorporated into and made a part of this Ordinance.
- B) A violation of the provisions of Michigan's Animal Cruelty Statute shall constitute a violation of this Ordinance, and be punishable as a misdemeanor by up to 90 days in jail, and/or a \$1,000.00 fine.

ARTICLE XV
SEVERABILITY

- A) If any section of the Ordinance is held invalid, such section shall not affect other sections of this regulation.

ARTICLE XVI
CONSTRUCTION

- A) When not inconsistent with the context, words used in the present tense include the future. Words in the singular include plural, and words in the plural include the singular. Masculine shall include the feminine and neutered. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any Article or section of this Ordinance.
- B) Where any of the provisions of this Ordinance are in conflict with provisions of any other local Ordinance or any State laws or regulations, the latter shall prevail.
- C) All County residents shall comply with the regulations set forth within this ordinance.
- D) All fees and charges set forth by the Lapeer County Board of Commissioners shall be charged by the Lapeer County Animal Control Division. Lapeer County Animal Control Division reserves the right to charge all applicable fees owed to the Animal Control for impoundment and/or boarding fees as set forth by the Lapeer County Board of Commissioners.
- E) Lapeer County Animal Control, being under the direction of the Lapeer County Administration Office, accepts and conforms with the Michigan State Codes and Regulations where applicable.

ARTICLE XVII
SAVINGS CLAUSE

Any and all rules, regulations and Ordinances adopted by the County of Lapeer prior to the effective date of this Ordinance shall continue in full force and effect except to the extent they conflict with this Ordinance, or have been superseded or amended by the provisions of this Ordinance.

ARTICLE XVIII
EFFECTIVE DATE

This Ordinance shall take effect 30 days after notice of its adoption has been published in a newspaper of general circulation in Lapeer County.

Dated: _____

Gary Roy, Chairperson
Lapeer County Board of Commissioners

Revenue Acct	Animal Control Fee Schedule	
257-500.010	Dog Licenses: Animal Shelter	Amount
	Animals 1 year and older Intact (Unsterilized)	\$25.00
	Spayed or Neutered	\$15.00
	Puppy (4-12 months)	\$12.00
257-500.00	3 Year Dog License	
	Spayed or Neutered	\$40.00
	Male/Female Unsterilized	\$60.00
Dog Licenses: In accordance with Lapeer County Animal Control Ordinance, Article VII and to assure the health and safety of Lapeer County residents and other animals, all dogs > 4 months of age must be vaccinated for rabies and maintain a valid licenses.		
257-500.040	Delinquent fees will be charged 30 days after expiration of the current license. For any licenses that are more than 6 months late, citations may be issued that carry a maximum penalty or \$200 per dog plus court costs.	
	Animals 4 months and older	License Fee + 40.00
	Spayed or neutered	License Fee + 40.00
257-500.040	Replacement tags	\$0.00
257-628.02	Pickup/Housing--Return to Owner Fees	
	Impoundment for Dogs	\$40.00
	2nd Time Impoundment for Dogs	\$60.00
	3rd Time Impoundment for Dogs	\$100.00
	Room and Board (Per Day). Impoundment fee is additional	\$25.00
	Impoundment for Livestock	\$125.00
	Hauling (Per Animal)	\$100.00
	Boarding (Per Day, Per Animal), If a private company or person is called to haul and board, the owners are responsible for all fees for hauling and boarding	
257-644.000	Sold	
	Cats over 6 Months	\$25.00
	Kittens under 6 Months	\$25.00
	Adult Dogs over 6 Months	\$75.00
	Puppies under 6 Months	\$100.00
009-284.000	Spay And Neuter Deposit	\$50.00
257-628.01	Kennel License	
	10 or Fewer Dogs	\$60.00
	11 or Fewer Dogs	\$80.00
	10 or Fewer Delinquent after 6/1	\$100.00
	11 or More Delinquent after 6/1	\$100.00
257-628.01	New Kennel Inspection	\$100.00
	Existing Kennel Inspection	\$50.00
	Re-Inspection, If required to inspect due to founded complaint	\$100.00
257-500.07	Wolf Dog Cross Fees	
257-500.06	Large Carnivore Fees	
257-644.010	Disposal of Animals	
	Incineration of Animals under 20lbs. (Public)	\$100.00
	Incineration of Animals 20-50lbs. (Public)	\$100.00

	Incineration of Animals over 50lbs (Public)	\$100.00
	Incineration fo Cats/Dogs (Veterinarians)	\$100.00
257-644.010	Disposal and Euthanize Animals (Owner Request)	
	Dogs under 50lbs.	\$150.00
	Dogs over 50lbs.	\$150.00
	Kittens/Cats	\$150.00
	Small Livestock	\$150.00
	Return of Remains (Add Disposal)	\$50.00
	Owner gives up dogs/puppies (County Resident, Brought In)	\$50.00
	Owner gives up cats/kittens (stray or owner) (County Resident, Brought In)	\$40.00
	Owner gives up (Non-Resident, Brought In)	\$100.00
257-628.020	Pickup/Housing (Owner Request)	
	Dogs under 50lbs.	\$40 (Plus \$20.00/Day)
	Dogs over 50lbs.	\$40 (Plus \$20.00/Day)
	Cats/Kittens (In Carrier)	\$30(PLus \$20.00/Day)
	Litters of Kittens (2-8 kittens)	\$80.00
	Litters of Kittens (8 or More)	\$20.00/Cat
	Litters of Dogs (2-8 Pups)	\$100.00
	Litters of Dogs (Over 8 Pups)	\$125.00
	Livetrapp Setup	\$50.00
	Animal Removal	\$20.00/Animal

D

Voucher # Bridge 2020-1

Date: October 20, 2020

\$272,428.92

TO: COUNTY CLERK, TUSCOLA COUNTY, STATE OF MICHIGAN

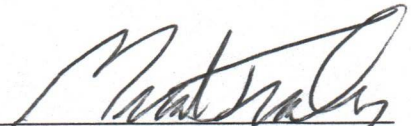
Please draw a warrant on the Treasurer of Tuscola County, Michigan payable to TUSCOLA COUNTY ROAD COMMISSION for the above amount, for payment of bills as listed hereon.

Exp. Vou. No.	Payable To	Amount
	Local Bridge Millage	
	2019 Balance	\$272,428.92

The above accounts have been carefully checked and audited and you are hereby directed to draw your warrant upon the County Treasurer for the above amount, payable from the County Road fund.

ROAD COMMISSIONERS

It is hereby certified that the above accounts are true and correct, and that no part of same has been paid.



CLERK

Local Bridge Millage Fund Balance
01/01/2019 to 12/31/2019

Job Number	Amount	Collected	Fed/State Aid	Township Funds	Insurance	Balance
2007	\$ 1,279.00					\$ 1,279.00
2010	26,275.00					\$ 26,275.00
2047	88,737.25					\$ 88,737.25
2208	66,243.60			2,000.00		\$ 64,243.60
2226	2,042.50					\$ 2,042.50
2232	4,862.50		712.52			\$ 4,149.98
2381	13,549.00					\$ 13,549.00
2384	191.00					\$ 191.00
2385	191.00					\$ 191.00
2398	44,013.56			2,000.00		\$ 42,013.56
2411	18,077.95			2,000.00		\$ 16,077.95
2412	13,679.08					\$ 13,679.08
Totals	\$279,141.44	\$0.00	\$712.52	\$6,000.00	\$0.00	\$272,428.92

Voucher #01 (For 2019) 10/12/2020 \$272,428.92

\$272,428.92

Voucher # Road 2020-1

Date: October 20, 2020

\$1,473,974.09

TO: COUNTY CLERK, TUSCOLA COUNTY, STATE OF MICHIGAN

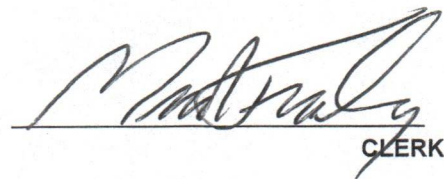
Please draw a warrant on the Treasurer of Tuscola County, Michigan payable to TUSCOLA COUNTY ROAD COMMISSION for the above amount, for payment of bills as listed hereon.

Exp. Vou. No.	Payable To	Amount
	Primary Road Millage	
	PR-433	\$1,021,156.49
	PR-556	\$100,238.93
	PR-570	\$352,578.67

The above accounts have been carefully checked and audited and you are hereby directed to draw your warrant upon the County Treasurer for the above amount, payable from the County Road fund.

ROAD COMMISSIONERS

It is hereby certified that the above accounts are true and correct, and that no part of same has been paid.


CLERK



PYRAMID

PAVING AND CONTRACTING CO.

An Equal Opportunity Employer

600 N. Jefferson Street, Bay City, MI 48708

BAY CITY: 989-895-5861

FAX: 989-895-8905

Invoice Number: 20-216-1

Date: 6/30/2020

PO: 459-433

INVOICE

To: Tuscola County Road Commission
1733 Mertz
Caro, MI 48723

Job: 20-216 Deckerville-Kingston to Lamton
Kingston to Lamton

ITEM No.	DESCRIPTION	TOTAL QUANTITY	UNIT COST	BID AMOUNT	COMPLETED UNITS	COMPLETED AMOUNT
1	HMA, LVSP Bit Mix #165 - 2 Lifts	8,800 Tons	61.35	539,880.00	8,788.16	539,153.62
2	Approach Match Mainline Thickness	160 Tons	117.45	18,792.00	209.49	24,604.60
3	23-A Shoulder Gravel	2,380 Tons	18.05	42,959.00	2,484.28	44,841.25
4	Cold Milling 2" Depth Full Width	400 Syds	20.20	8,080.00	977.11	19,737.62

Contract Total Price:	609,711.00	Amount Completed To Date:	628,337.09
		Less Retainage:	0.00
		Less Amount Previously Billed:	0.00
		Total Due This Invoice:	\$ 628,337.09



OK on pay
[Signature]

PAVEMENT RECYCLING INC.

36 TURRILL ROAD
LAPEER, MI 48446

Phone # 810 245-5700 Fax # 810 245-5701

Invoice

Date	Invoice #
6/12/2020	7444

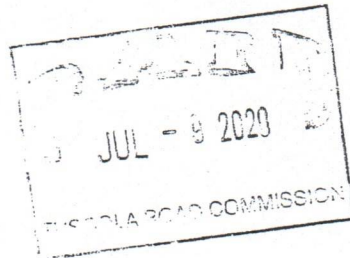
Bill To
Tuscola County Road Commission 1733 S. Mertz Road Caro, MI. 48723

Web Site www.pavementrecyclinginc.com

E-mail Office@pavementrecyclinginc.com

Terms
NET

Item	Qty	Description	Rate	Amount
		<u>Item #16 459-433</u>		
		Deckerville Rd from Kingston Rd to Lamton Rd		
CRUSH/SYD	54,392	HMA Base Crushing, Shaping & Compaction 8" Min	0.89	48,408.88
UNITS	120	Water - 1000gal/unit	20.00	2,400.00
STAB-SYD	53,643	Asphalt Cement Stabilized Base Course 4" Min	1.50	80,464.50
BIT GAL	80,974	Asphalt Cement Binder	3.23	261,546.02
			Approved 7/6/20 BJD	
			Total \$392,819.40	





An Equal Opportunity Employer

600 N. Jefferson Street, Bay City, MI 48708

BAY CITY: 989-895-5861
 FAX: 989-895-8905

Invoice Number: 20-202-1
 Date: 5/20/2020
 PO: 459-556

INVOICE

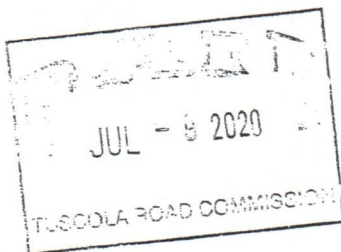
To: Tuscola County Road Commission
 1733 Mertz
 Caro, Mi 48723

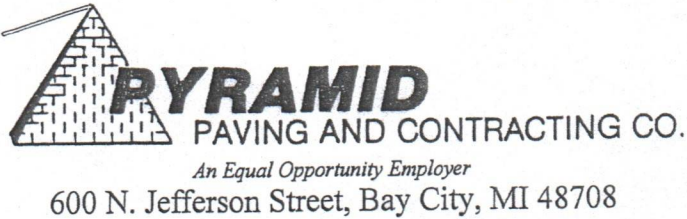
Job: 20-202 Gilford Road
Bradleyville to Garner

ITEM NO.	DESCRIPTION	TOTAL QUANTITY	UNIT COST	BID AMOUNT	COMPLETED UNITS	COMPLETED AMOUNT
1	HMA, LVSP	1,100 Tons	64.10	70,510.00	1,088	69,740.80
2	Approach match Mainline Thickness	40 Tons	113.35	4,534.00	0	0.00
3	23A Shoulder Gravel	675 Tons	23.00	15,525.00	709.97	16,329.31
4	Butt Joints	2 Ea	894.00	1,788.00	5	4,470.00
5	Monument Rings	1 Ea	63.00	63.00	1	63.00
6	Cold Milling 1.5" Depth Full Width	2,035 Syds	4.65	9,462.75	2,072.22	9,635.82

Contract Total Price:	101,882.75	Amount Completed To Date:	100,238.93
		Less Retainage:	0.00
		Less Amount Previously Billed:	0.00
		Total Due This Invoice:	100,238.93 ✓

OK TO PAY
 [Signature]





BAY CITY: 989-895-5861
 FAX: 989-895-8905

Invoice Number: 20-205-1
 Date: 5/15/2020
 PO: 459-570

INVOICE

765,000

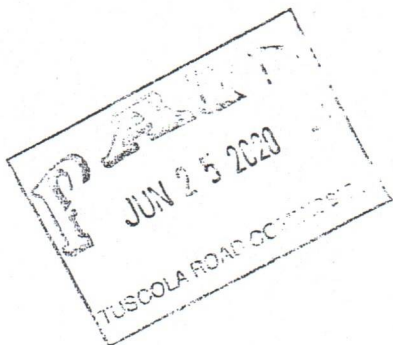
To: TUSCOLA COUNTY ROAD COMMISSION
 1733 MERTZ
 CARO, MI 48723

Job: 20-205 Sheridan Road
Saginaw to M-46

ITEM No.	DESCRIPTION	TOTAL QUANTITY	UNIT COST	BID AMOUNT	COMPLETED UNITS	COMPLETED AMOUNT
1	HMA LVSP #180 Bit Mix	4,700 Tons	62.40	293,280.00	4,698.8	293,205.12
2	Approaches	40 Tons	115.40	4,616.00	40	4,616.00
3	23A Shoulder gravel	2,630 Ton	19.35	50,890.50	2,620.7	50,710.55
4	Butt Joints	2 Ea	1992.00	3,984.00	2	3,984.00
5	Monument Rings	3 Ea	63.00	189.00	1	63.00

Contract Total Price:	352,959.50	Amount Completed To Date:	352,578.67
		Less Retainage:	0.00
		Less Amount Previously Billed:	0.00
		Total Due This Invoice:	352,578.67 ✓

OK to pay
[Signature]



E

210000000070

**Michigan Agriculture Environmental Assurance Program
Clean Sweep Program**

Grant Agreement

Between

Michigan Department of Agriculture and Rural Development

and

County of Tuscola, Board of Commissioners

October 1, 2020 – September 30, 2021

**Michigan Department of Agriculture and Rural Development
Michigan Agriculture Environmental Assurance Program
Clean Sweep Program**

By authority granted under Act No. 166 of the Public Acts of 2020, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the County of Tuscola, Board of Commissioners (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$25,000.00.

The grant shall be effective from October 1, 2020 through September 30, 2021.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Mike Miller, Recycling Coordinator
County of Tuscola

James Johnson, Director
Environmental Stewardship Division

**Michigan Department of Agriculture and Rural Development
Grant Agreement**

TITLE: Michigan Agriculture Environmental Assurance
Program (MAEAP) Clean Sweep Program

GRANTEE/ADDRESS: Mike Miller
County of Tuscola, Board of Commissioners
1123 Mertz Road, Suite 1
Caro, Michigan 48723
Phone: 989-672-1673
Fax: 989-672-3868
E-mail: recycle@tuscolacounty.org

**GRANT ADMINISTRATOR/
ADDRESS:** Abigail Eaton
Michigan Department of Agriculture &
Rural Development
Environmental Stewardship Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: 517-284-5612
E-mail: eatona@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$25,000.00

GRANT NUMBER: 210000000070

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this

covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by

the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> .

L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The purpose of this grant is to provide funding support for pesticide collection and disposal.

B. Statement of Work

The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan.

1. End-users of pesticides shall not be charged for disposal costs for those billed to this grant.
2. User fees, when charged, shall be charged uniformly without regard to the residence of the end user or the amount of pesticides presented for disposal.
3. End-users of pesticides shall enjoy equal access to the Grantee's pesticide collection program and facility without regard to the residence of the end-user.
4. Agribusinesses may present pesticides for disposal with advanced approval from the Grantee and the Grantor. The business must submit a detailed inventory listing amounts of pesticides collected by EPA Registration Number, weight, and volume.
5. The Grantee is responsible for reporting the weight of pesticides and the tare weight of barrels, flex bins, packaging, and other containers and materials used to package pesticides for disposal. The Grantee will clarify in the contract with their disposal vendors to collect this information, as necessary.

C. Budget

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Costs may include:

- Pesticide disposal (reimbursement not to exceed \$1.65 per pound)
- Waste hauler fees
- On-site handling and labor costs
- Packaging materials
- Transportation costs
- Relevant training costs - registration fee only

The budget may not exceed \$25,000.00.

D. Payment Schedule

Payments will be made available upon receipt of reports as defined in Section II.F.

Grantee will be reimbursed for the disposal costs of pesticides and associated expenses, up to the amount supported on disposal vendor invoices.

E. Audit

The project will be subject to audit by the state who may review the adequacy of the financial management/reporting system during, or at any time subsequent to, the award.

F. Reporting

The Grantee shall submit program data and requests for reimbursement to MDA-ESD-Grants@michigan.gov with a copy to the program manager at EatonA@michigan.gov.

1. Requests for reimbursement are due quarterly:

- January 7, 2021
- April 7, 2021
- July 7, 2021
- October 5, 2021

Requests may be submitted more frequently as collection events occur.

If there is no program activity to report for a quarter, the Grantee must notify the Grantor via MDA-ESD-Grants@michigan.gov and EatonA@michigan.gov.

The final billing must be submitted no later than October 5, 2021. If a vendor invoice(s) for final collection is not yet available, an estimate of final costs, based on pounds collected, must be submitted by this date.

2. Each request for reimbursement shall include:

- a. MDARD Clean Sweep Request for Reimbursement Form itemizing reimbursement for each collection site.
- b. Itemized vendor invoices with pesticides clearly identified. The vendor invoices shall summarize the total tare weight of pesticides collected and the weight of containers and packaging used by the vendor to dispose of pesticides.
- c. A summary of the types and amounts of pesticides collected by EPA Registration Number, weight, and volume if collecting from a business.
- d. Hazardous waste transportation manifest.

F

WAGE SURVEY				
	TREASURER	CLERK	REGISTER	DRAIN COMM.
ALCONA	\$ 46,351.00	\$ 46,351.00	\$ 46,351.00	N/A
ALGER	\$ 65,000.00	\$ 65,000.00	CLK/REG	
ALLEGAN	\$ 80,916.94	\$ 80,916.94	CLK/REG	\$ 80,916.94
ALPENA	\$ 59,789.00	\$ 64,446.00	\$ 56,158.00	\$ 8,668.00
ANTRIM	\$ 63,890.00	\$ 65,230.00	\$ 61,273.00	\$ 597.00
ARENAC				
BARAGA				
BARRY				
BAY	\$ 79,147.00	\$ 79,147.00	\$ 79,147.00	\$ 79,147.00
BENZIE	\$ 59,749.40	\$ 60,049.40	\$ 59,959.40	\$ 2,400.00
BERRIEN				
BRANCH	\$ 59,452.00	\$ 59,452.00	\$ 59,452.00	\$ 50,205.00
CALHOUN				
CASS	\$ 67,716.09	\$ 69,372.54	CLK/REG	\$ 57,153.66
CHARLEVOIX				
CHEBOYGAN				
CHIPPEWA	\$ 64,178.40	\$ 76,441.25	\$ 76,441.25	\$ 983.34
CLARE	\$ 54,759.24	\$ 62,556.78	CLK/REG	\$ 34,338.04
CLINTON	\$ 76,969.00	\$ 83,316.00	clk/reg	\$ 71,423.00
CRAWFORD				
DELTA				
DICKINSON	\$ 65,405.00	\$ 65,405.00	CLK/REG	\$ 1,463.00
EATON				
EMMET				
GENESEE				
GLADWIN	\$ 59,488.00	\$ 54,511.00	\$ 52,050.00	\$ 30,558.00
GOGEBIC	\$ 51,762.00	\$ 55,573.00	CLK/REG	N/A
GRAND TRAVERSE				
GRATIOT				
HILLSDALE	\$ 56,778.00	\$ 58,030.00	\$ 56,778.00	\$ 55,048.00
HOUGHTON	\$ 60,421.00	\$ 67,491.00	CLK/REG	23.47 HR.
HURON	\$ 66,544.00	\$ 66,544.00	\$ 58,648.00	N/A
INGHAM	\$ 103,832.00	\$ 96,373.00	\$ 90,086.00	\$ 90,086.00
IONIA				
IOSCO				
IRON	\$ 55,223.00	\$ 59,277.00	CLK/REG	\$ 4,744.00
ISABELLA	\$ 85,357.00	\$ 81,807.00	\$ 74,033.00	\$ 66,998.00
JACKSON				
KALAMAZOO				
KALKASKA	\$ 49,399.00	\$ 50,320.00	\$ 50,315.00	\$ 2,222.00
KENT	\$ 113,671.00	\$ 118,801.00	CLK/REG	\$ 102,291.00
KEWEENAW				
LAKE	\$ 58,598.00	\$ 58,000.00	CLK/REG	N/A

LAPEER	\$ 67,168.17	\$ 63,776.89	\$ 57,020.64	\$ 58,887.16
LEELANAU				
LENAWEE				
LIVINGSTON				
LUCE				
MACKINAC				
MACOMB				
MANISTEE	\$ 65,732.00	\$ 69,108.00	\$ 64,798.00	\$ 4,489.00
MARQUETTE	\$ 63,000.00	\$ 67,000.00	\$ 63,000.00	\$ 25,600.00
MASON	\$ 63,021.95	\$ 63,021.95	\$ 56,882.38	\$ 47,411.43
MECOSTA	\$ 63,231.00	\$ 65,216.00	\$ 63,231.00	\$ 63,231.00
MENOMINEE				
MIDLAND	\$ 86,318.00	\$ 82,856.00	\$ 79,049.00	\$ 81,072.00
MISSAUKEE				
MONROE	\$ 79,317.00	\$ 85,817.00		\$ 79,317.00
MONTCALM				
MONTMORENCY	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00
MUSKEGON				
NEWAYGO	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
OAKLAND				
OCEANA	\$ 58,680.00	\$ 58,680.00	\$ 58,680.00	\$ 58,680.00
OGEMAW				
ONTONAGON				
OSCEOLA	\$ 55,226.00	\$ 60,646.00	\$ 55,590.00	\$ 14,413.00
OSCODA	\$ 47,400.00	\$ 47,400.00	CLK/REG	N/A
OTSEGO				
OTTAWA	\$ 106,283.00	\$ 108,367.00	CLK/REG	\$ 95,950.00
PRESQUE ISLE	\$ 49,200.00	\$ 49,200.00	\$ 44,200.00	\$ 5,200.00
ROSCOMMON				
SAGINAW	\$ 94,315.00	\$ 85,230.00	\$ 83,776.00	\$ 94,165.00
ST. CLAIR				
ST. JOSEPH	\$ 72,563.00	\$ 83,978.00	CLK/REG	\$ 72,776.00
SANILAC	\$ 60,953.10	\$ 63,862.10	\$ 58,407.10	\$ 55,590.16
SCHOOLCRAFT	\$ 55,743.00	\$ 55,849.00	CLK/REG	\$ 6,750.00
SHIAWASEE				
TUSCOLA	\$ 62,182.36	\$ 62,182.36	\$ 60,324.63	\$ 60,324.63
VAN BUREN				
WASHTENAW				
WAYNE				
WEXFORD				

G

Introduced by the:

**RESOLUTION TO RATIFY AND CONFIRM ACTIONS APPROVED BY
THE BOARD OF COMMISSIONERS DURING REMOTE MEETINGS**

RESOLUTION #

WHEREAS, in response to the COVID-19 pandemic, the Governor declared a State of Emergency by Executive Order 2020-4 on March 10, 2020 and extended the State of Emergency by subsequent Executive Orders; and

WHEREAS, in conjunction with the State of Emergency, on March 18, 2020 the Governor issued Executive Order 2020-15 which authorized remote participation in public meetings and specifically allowed public bodies to hold meetings electronically, either by telephonic or video conferencing; and

WHEREAS subsequent Executive Orders extended the authorization to hold remote meetings and ultimately, on July 17, 2020, through Executive Order 2020-154, extended the authority to hold remote meetings through the remainder of the State of Emergency; and

WHEREAS, in reliance on the Executive Orders authorizing remote meetings, the _____, has conducted all meetings electronically since _____.

WHEREAS, on October 2, the Michigan Supreme Court issued an opinion in which a majority of the Justices agreed that Executive Orders issued after April 30, 2020 are invalid as the law under which they were issued allowed an unconstitutional delegation of authority to the Governor; and

WHEREAS, in response to the October 2, 2020 Michigan Supreme Court Opinion, 2020 Public Act 228 was adopted by the state legislature and signed by the Governor. This Act is effective immediately and retroactively, and modifies the Open Meetings Act authorizing remote meetings through the December 31, 2020 for any circumstance and through December 31, 2021 for certain qualifying reasons.

THEREFORE BE IT RESOLVED that in light of the October 2, 2020 Michigan Supreme Court Opinion and 2020 Public Act 228 amending the Open Meetings Act, the _____ affirms and ratifies all actions approved by the _____ at the following meetings:

(List all remote or hybrid meetings from April 30, 2020 forward).

H

Iosco County Board of Commissioners

RESOLUTION RECOMMENDING THE IMPEACHMENT OF GOVERNOR WHITMER

DATE:

TO: The Speaker of the Michigan House of Representatives.

WHEREAS THE BOARD OF COMMISSIONERS OF THE COUNTY OF IOSCO, STATE OF MICHIGAN STATES:

WHEREAS, The Michigan Supreme Court declared that Governor Whitmer's Executive Orders concerning COVID-19 violate the Michigan Constitution.

WHEREAS, the Michigan Supreme Court ruled that the Emergency Powers of the Governor Act (EPGA) of 1945 is a violation of the Michigan Constitution.

WHEREAS, Governor Whitmer still insists that she has twenty one more days to enforce these unconstitutional Executive Orders.

WHEREAS, The Constitution for the State of Michigan, and its statutes cannot be in conflict with the Constitution for the United States of America.

WHEREAS, 16 Am Jur 2d. § 98, A State of Emergency cannot supersede the Constitution or abridge the Rights of the People.

WHEREAS, Governor Whitmer's Executive Orders issued as a result of a declared State of Emergency, did supersede the U.S. Constitution and abridge the Rights of the People of Michigan.

WHEREAS, Governor Whitmer's Executive Orders did usurp the authority of the Michigan Legislature in violation of the separation of powers clause in Article III §2 of the Constitution for Michigan.

WHEREAS, 16 Am Jur 2d, §98 asserts that a declared State of Emergency does not justify any violations of the U.S. Constitution.

WHEREAS, 16 Am Jur 2d, §256 asserts that an unconstitutional official act though having the form of law, is in reality no law; wholly void and ineffective for any purpose. No one is bound to obey an unconstitutional official act and no Court is bound to enforce it. Persons fined and penalized under an unconstitutional act may seek relief.

WHEREAS, Ex Parte Young, 209, U.S. 123 (1908) The attempt of a State officer to enforce an unconstitutional statute is a proceeding without authority of, and does not affect, the State in its sovereign or governmental capacity, and is an illegal act, and the officer is stripped of his official character and is subjected in his person to the consequences of his

individual conduct. The State has no power to impart to its officer immunity from responsibility to the supreme authority of the United States.

WHEREAS, Title 18 U.S.C. § 241, "Conspiracy Against Rights" states that Government Officials who conspire to deprive the people of their Rights are subject to criminal prosecution.

WHEREAS, Title 18 U.S.C. §242, "Deprivation of Rights under the Color of Law" state that Government Officials who deprive the People of their Rights under the color of Law are subject to criminal prosecution.

WHEREAS, Governor Whitmer, working with: Attorney General Nessel, Secretary of State Benson, the Directors of the Michigan Health Department and the Michigan Licensing and Regulatory Affairs, did conspire to violate the Rights of the People of Michigan to assemble, practice their Religion, engage in commerce, and move about freely to conduct the business of their daily lives.

WHEREAS, Governor Whitmer, working with: Attorney General Nessel, Secretary of State Benson, the Directors of the Michigan Health Department and the Michigan Licensing and Regulatory Affairs, did engage in fining, penalizing, and revoking the licenses of businesses for failure to obey and enforce the unconstitutional Executive Orders.

WHEREAS, the Executive Orders issued by Governor Whitmer are the primary cause of the financial crisis Iosco County is experiencing.

WHEREAS, the Executive Orders issued by Governor Whitmer in response to the declared State of Emergency are criminal acts of coercion and extortion against the People of Michigan.

WHEREAS, the Executive Orders issued by Governor Whitmer in response to a declared State of emergency represent High Crimes and Misdemeanors.

WHEREAS, Owen v. City of Independence, 445 U.S. 622 (1980) and Maine v. Thiboutot, 448 U.S. 1 (1980): The Governor and all Government officials are deemed to be Officers of the Law. Government Officials cannot claim that they acted in good faith for the willful deprivation of the Law and they certainly cannot claim ignorance. Therefore, Ignorance of the Law is not an excuse.

WHEREAS, the United States of America is a Republic under the Law. Political ideologies and Special Interests must not take precedence over the Rule of Law.

WHEREAS, Impeachment proceedings initiated by the State Legislature will send a clear message to future Governors, that the Constitution is the supreme law of the land, the integrity of the State Legislature shall not be challenged, and that the Rights of the People to Life, Liberty, and the Pursuit of Happiness shall not be infringed under any circumstances.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Iosco County Board of Commissioners, that the Speaker of the Michigan House of Representatives, in order to fulfill his duty to the Michigan Constitution and the People of Michigan, begin Impeachment proceedings against Governor Whitmer for violating Title 18 U.S.C. 241, Conspiracy Against Rights, and Title 18 U.S.C. 242 Deprivation of Rights under the Color of Law.

THAT, a roll call vote be taken to identify those House Members opposed to initiating Impeachment proceedings.

BE IT FURTHER RESOLVED, that the Board of Commissioners directs its Staff to forward this resolution to the Boards of Commissioners of the several Counties of Michigan, the Michigan State Legislature, the Governor of Michigan, the Congress of the United States of America, and to the President of the United States of America.

Move: *Huebel*

Support: *Dutcher*

Roll Call: Ayes 4 Nays 1 Absent 0

STATE OF MICHIGAN }
County of Iosco } ss.
NANCY J. HUEBEL, Clerk of the County of Iosco,
do hereby certify the above and foregoing to be true and
correct copy of the original record now remaining in my office.
IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal at the City of Tawas City, in said County.
Date: 10-21-2020
NANCY J. HUEBEL, Clerk
By: Nancy J. Huebel SW