

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, April 12, 2021 – 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 Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of Emergency related to COVID - 19

To participate in the Electronic Meeting you can:

Join by phone: (US) +1 484-857-2600 PIN: 716 144 448#
Join by Hangouts Meeting ID: meet.google.com/fwa-qkkq-yob

8:00 A.M. Call to Order – Chairperson Bardwell
Roll Call – Clerk Fetting
Adoption of Agenda

County Updates

Dr. Mark Hamed M.D, MBA, MPH
Medical Director for Tuscola/Huron/Sanilac/Lapeer and DH#2 County Health Departments

New Business

1. MIDC Fiscal Year 2022 Compliance Plan Review (**See A**)
2. MIDC Budget Comparisons from 2021 to 2022 (**See B**)
3. 2021 Tuscola County Equalization Report (**See C**)
4. Animal Control Annual Report to Michigan Department of Agriculture and Rural Development Animal Industry Division (MDARD) (**See D**)
5. Homeland Security Grant Sub-Recipient Funding Agreement (**See E**)
6. Letter from Kohl Farms (**See F**)
7. Controller Administrator Employment Agreement Renewal/Discussion
 - Controller/Administrator Current Employment Agreement (**See G**)
 - Controller/Administrator Job Description (**See H**)
8. Future Board of Commissioner and Committee of the Whole meetings
9. County COVID Screening Protocol (**See I**)
10. County Medical Director Ann Hepfer Resignation (**See J**)
11. Village of Mayville, Gerds Property – Adam Flory, Smith Bovill (**See K**)

10:00 a.m. BREAK

Old Business

1. RFP Building Codes (**See L**)
2. IT Space Needs (**See M**)
3. ORV Ordinance Potential Changes (**See N**)
4. Health Department Restaurant Fees
5. County Department COVID Closure
6. American Rescue Plan Update (**See O**)
7. MGT/CAP Indirect Cost Allocation Update
8. County Ordinance Numbering

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

1. 2019 Certificate of Achievement for Excellence in Financial Reporting (**See P**)
2. 2021 Budget Amendments (**See Q**)
3. 2021 First Quarter Report on Finances
 - General Fund (**See R**)
 - Special Revenue Funds (**See S**)

On Going and Other Finance and Technology

Finance

1. Potential Refunding of Bonds for Pension Obligation – *Information on the three potential options will be reviewed by the Finance Committee during this next few days.*
2. Preparation of Multi-Year Financial Planning

Technology

3. GIS Update
4. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader **Commissioner DuRussel** and Commissioner Grimshaw

Primary Building and Grounds

1. State Police Addendum #1 to Lease #10724 (See T)
2. State Police Fire Suppression (See U)
3. DHHS Lease # 6987 Contract Change Order #1 (See V)
4. Sound Masking Purdy Building (See W)
5. Animal Shelter Door Replacements (See X)

On Going and Other Building and Grounds

1. State Police Building-Water and Annexation

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

1. Unemployment Update (See Y)
 - Treasurer's Office Unemployment Update
2. New Hire Recycling (See Z)
3. New Hire and Promotion Treasurer's Office (See AA)
4. Refill Vacant Court Clerk II in Clerk's Office
5. Chief Deputy Clerk Appointment

On-Going and Other Personnel

1. MERS
2. MAC 7th Meeting Updates
3. Work Comp Updates
4. Safety Committee's

Other Business as Necessary

On-Going Other Business as Necessary

Public Comment Period

Submitter Information

Funding Unit(s)/System Name:

Tuscola County

Submitted By (include name, title, email address and phone number):

Michael Rolando, Manage Assigned Counsel Administrator,
mrolando@tuscolacounty.org, 989 672-3799

Date:

Signature: _____

Please identify the following points of contact (include name, title, email address and phone number):

Authorizing official who will sign the contract:

Clayette Zechmeister

Mailing address for authorizing signatory: 125 Lincoln St., Caro MI. 48723

Primary point of contact for implementation and reporting:

Michael Rolando

Financial point of contact:

Michael Rolando

Please identify any other person in the system who should receive communications from MIDC about compliance planning and reporting, including name, title, and email address:

~~Clayette Zechmeister, Tuscola County Controller, zclay@tuscolacounty.org~~

Delivery System Model

1. What type of indigent defense delivery system do you have currently? (indicate all that apply):

Managed Assigned Counsel System

Name of MAC Attorney Manager and P#: Michael Rolando P76035

If you are unsure about your type of indigent defense delivery system, more information can be found in MIDC's report entitled *Delivery System Reform Models (2016)*, posted here: <https://michiganidc.gov/resources>. Questions can also be directed to your MIDC Regional Manager.

2. Are you proposing to change your type of indigent defense delivery system for next year? Please respond Yes or No.
No
3. If you are changing your indigent defense delivery system, what model do you plan to use next year?

Standard 1

Training of Attorneys

4. Number of attorneys who accept adult criminal defense assignments as of October 1, 2021 17
5. Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2021 2

In the cost analysis, please include a list of names and P#s of all the attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults.

6. What is your plan for training attorneys with less than 2 years of Michigan criminal defense experience?

They are required to complete a basic CLE course like CDAM's "A is for Attorney." They are given lower-level misdemeanors, and as they develop more experience they are given progressively more complex cases. They may be required to act as a 2nd chair or have a more experienced attorney 2nd chair cases with them until they get experience.

7. Please describe your system's training plan, including how compliance will be tracked for reporting requirements:

Attorneys are required to complete a minimum of 12 MIDC approved CLEs. They choose which courses they take and are given credit for those trainings as long as they are MIDC approved. They are required to submit their CLE certificates to the Tuscola MACA office. The MACA office saves the certificates and enters the attorneys' credits in an excel tracking sheet.

8. If an attorney does not complete the required training, how will the system address the noncompliance?

The attorney is removed from the list and does not receive any more assignments until they complete the 12 required CLEs. Then they have to re-apply to start receiving assignments again.

9. Any changes in your *funding needs* from the prior year for Standard 1? Please respond Yes or No.

YES

If yes, please describe in the cost analysis.

Standard 2

Initial Client Interviews

10. The MIDC Standards now require the selection and assignments of attorneys to be done independently from the judiciary. How and when are defense attorneys notified of new assignments?

The MACA offices emails the assignment packet to the assigned attorney as soon after the Arraignment as possible – usually within a few hours.

11. How are you verifying that in-custody attorney client interviews occur within three business days?

Cross referencing the appointment date with the initial contact date in the attorney invoices. Once the jail re-opens we will check the jail visit logs.

12. How are you verifying attorneys' introductory communications with out-of-custody clients?

Cross referencing the appointment date with the initial contact date in the attorney invoices, and following-up with clients.

13. How are you compensating attorneys for conducting initial interviews? Please include whether you intend to compensate attorneys differently for in-custody and out-of-custody interviews.

Attorneys are paid at the hourly rate for the related case for any work performed on the case – including initial interviews. If an attorney fills in as CAFA, then they are paid at \$100 per hour.

14. Any changes in your *funding needs* from the prior year for Initial Interviews? Please respond Yes or No.

NO

If yes, please describe in the cost analysis.

Confidential Meeting Spaces

15. How many confidential meeting spaces are in the jail?

Three when the jail opens again. While the Covid safety policy is in place there is one.

16. What is the TOTAL amount of confidential meeting spaces in the courthouse?

Two. These are the same rooms the initial MIDC grant paid for.

MIDC FY22 COMPLIANCE PLAN

17. How many confidential meeting spaces in the courthouse are for *in-custody clients*? Please describe these spaces.

Two. These are the same rooms the initial MIDC grant paid for.

18. How many confidential meeting spaces in the courthouse are for *out-of-custody clients*? Please describe these spaces.

Two. These are the same rooms the initial MIDC grant paid for.

19. Any changes from the prior year's *compliance plan* for your confidential meeting spaces? Please respond Yes or No.

NO

If Yes, please describe the proposed changes.

20. Any changes from the prior year's *funding needs* for confidential meeting spaces? Please respond Yes or No.

NO

If yes, please describe in the cost analysis.

Standard 3

Experts and Investigators

21. The MIDC Standards now require approval of expert and investigative assistance to be independent from the judiciary. Describe the process of how attorneys request expert witness assistance for their indigent clients:

The attorney submits a request to the MACA, usually via email. The MACA reviews the request and follows-up with the attorney and expert. The MACA approves or denies with an explanation.

22. Any change from the prior year's process to request expert witness assistance?
Please respond Yes or No.

NO

If yes, please explain the change:

23. Describe the process of how attorneys request investigative assistance:

The attorney submits a request form to the MACA, usually via email. The MACA reviews the request and follows-up with the attorney and expert. The MACA approves or denies with an explanation.

24. Any change from the prior year's process to request investigative assistance?
Please respond Yes or No.

NO

If yes, please explain the change:

MIDC FY22 COMPLIANCE PLAN

25. How are attorney requests (whether approved or denied) for experts and investigators tracked by the system? Please include approved and denied requests.

The MACA office has an Excel tracking chart to track requests and a paper copy is also kept in a file.

26. Any change from the prior year's *funding needs* for Standard 3? Please respond Yes or No.

NO

If yes, please describe in the cost analysis.

Standard 4

Counsel at First Appearance and Other Critical Stages

27. The MIDC Standards now require the selection and assignments of attorneys to be done independently from the judiciary. How are you providing counsel at first appearance and all arraignments? Please provide detail for circuit and district court coverage.

The MACA appears as CAFA for most Arraignments. If the MACA is not able to appear, then one of the assigned attorneys is asked to appear. For Probation Violations:

- *If the Arraignment is scheduled out a bit, the MACA will assign the same attorney that handled the original case to appear*
- *If there is not time to have the original attorney appear at the Arraignment, the MACA will appear.*

28. How are you providing counsel at all other critical stages? Please provide details:

The assigned attorney handles all critical stages of the case after being assigned. If a client that originally did not qualify for counsel or that wanted to be in pro per later requests assigned counsel, then an attorney is assigned and handles all subsequent stages.

29. How are you compensating attorneys for Standard 4? Please provide detail for compensating counsel at first appearance and compensating counsel at all other critical stages.

\$100 per hour for CAFA and Misdemeanors

\$110 per hour for Felonies

\$120 per hour for Capital / Life Offenses

Cases are billed in 15 minute increments

MIDC FY22 COMPLIANCE PLAN

30. Do you have a prison in your County? How is counsel provided to people charged with crimes while incarcerated in the prison? Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections?

NO. Counsel is assigned in the same way as other non-MDOC cases.

31. Are there or will there be any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, pleas online, etc. Please answer Yes or No.

Yes. All cases are scheduled for Arraignments, but for some minor misdemeanors people can contact the Court to plea by mail / email, or over the counter.

32. Describe how counsel is offered to a defendant making a plea who does not appear before a magistrate or judge:

Prior to the Arraignment (usually a few weeks) the person is given a copy of the MACA's contact information and instructed to contact the MACA. The MACA is also given case information and will try to contact the person via mail, phone, or email.

If the person appears at the Arraignment (without speaking to the MACA first) they can speak to CAFA about the case and plea offer.

33. Any change from the prior year's attorney compensation for Standard 4? Please respond Yes or No.

NO

If yes, please describe in the cost analysis.

34. Any change from the prior year's funding needs for Standard 4? Please respond Yes or No.

YES

If yes, please describe in the cost analysis.

Standard 5

The MIDC Standards now require independence from the court including the selection and assignment of attorneys, attorney compensation and approval of requests for expert and investigative assistance.

35. How will attorneys be selected to provide adult indigent criminal defense services in your indigent defense system? Please describe any eligibility requirements needed by the attorneys as well as the selection process:

Attorneys must first apply by filling out an application and Memo of Understanding (an agreement to keep up on training and zealously defend assigned clients.)

The application is reviewed by the MACA and approved or declined. If approved, the attorney is welcomed aboard and given a packet explaining how our system works.

The cases are sequentially assigned to the roster of attorneys subject to several factors including experience, case complexity, conflicts, etc.

36. Will the selection process be facilitated by a committee of stakeholders? If so, please list the titles of participating officials, agencies, or departments as appropriate.

NO

37. Who will approve an attorney's eligibility to receive assigned cases?

The Tuscola County MACA

MIDC FY22 COMPLIANCE PLAN

38. Who will assign work to the attorneys in the indigent defense system? Please include the person's name, title, employer and/or supervisor.

*Tuscola County MACA (currently Michael Rolando),
employer – Tuscola County,
supervisor – Tuscola County Controller (currently Clayette Zechmeister)*

39. Who will review and approve attorney billing?

The Tuscola County MACA reviews / approves the invoices and then forwards them to the Tuscola County Controller's office for review and payment.

40. Who will approve requests for expert and investigative assistance?

The Tuscola County MACA

41. Who will review and approve expert and investigative billing?

The Tuscola County MACA reviews / approves the invoices and then forwards them to the Tuscola County Controller's office for review and payment.

42. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) assigning casework?

An appeal can be submitted to a neutral attorney not on the assignment list. The current designees are: the Huron County MAC (currently Diana Kessler) and the Sanilac County MAC (currently Matthew Lozen).

MIDC FY22 COMPLIANCE PLAN

43. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) or reviewing/approving billing?

An appeal can be submitted to a neutral attorney not on the assignment list. The current designees are: the Huron County MAC (currently Diana Kessler) and the Sanilac County MAC (currently Matthew Lozen).

44. What is your appeal process to resolve denied or partially denied requests for expert or investigative assistance?

An appeal can be submitted to a neutral attorney not on the assignment list. The current designees are: the Huron County MAC (currently Diana Kessler) and the Sanilac County MAC (currently Matthew Lozen).

Personnel

In the cost analysis, please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

Ancillary Staff

45. In limited circumstances, the MIDC can fund some other system staffing needs if required to implement one of the MIDC standards. These requests are evaluated each year.

46. Do you have any ancillary staff? Please answer Yes or No.

NO

If yes, what standard(s) or reporting needs do they meet?

If yes, how are you tracking time for ancillary staff?

47. For existing ancillary staff, are there any personnel positions/hours eliminated, reduced or increased from the prior year? Please answer Yes or No.

NO

If yes, please explain in the cost analysis.

48. Are any additional ancillary staff positions or hours requested from the prior year? Please answer Yes or No.

NO

If yes, please explain in the cost analysis.

Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY22, if seeking reimbursement under this provision.

Are you requesting reimbursement of planning costs? *No*

If yes, do you have receipts showing that non-funding unit employees have been paid?

Yes | No

What is the amount you are seeking in reimbursement? \$ _____

Reminders

- ✓ You must also complete a cost analysis.
- ✓ In order to complete your application, you must submit a list of the attorneys providing services with P numbers.
- ✓ If applicable, you must submit documentation supporting your request under MCL 780.993(2) for reimbursement for the cost of compliance planning.

Indigent Defense System Cost Analysis

Grant Year October 1, 2021 - September 30, 2022

Funding Unit Name(s)

DATE SUBMITTED:

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Michael Rolando	Managed Assigned Counsel Administrator	1950 Hours @ 46.16 HR	90,012.00	90,012.00			90,012.00
Amy Taylor	Admin Assistant	1300 @ 17.04 HR	22,157.00	22,157.00			22,157.00

Category Summary			112,169.00	112,169.00	0.00	0.00	112,169.00
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Personnel Justification - List all positions to be funded by the grant budget (state grant/local share). Please * highlight all positions that are new personnel requests for FY2021 and provide justification for need.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding Sources	Total
FICA	7.65%	8,581.00	8,581.00			
Life Insurance	Flat Rate	89.00	89.00			
Retirement	8.00%	7,210.00	7,210.00			
Disability	Flat Rate	983.00	983.00			
Health and Dental Insurance	Flat Rate	18,000.00	18,000.00			
Workers Compensation	Flat Rate	1,194.00	1,194.00			

Category Summary	15.65%	36057.00	36057.00	0.00	0.00	36,057.00
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Fringe Benefits Justification 0.00

NOTE - when entering fringe benefits into the EGrAMS system, all entries must be in the form of a percentage.

These are a part of the Tuscola County benefit plan for full-time employees. The part-time assistant does not receive the benefits other than FICA. The cost of health insurance increased from the prior fiscal year.

Contractual

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Misdemeanor Hourly Appointments	Indigent Defense Misdemeanor	\$100 per hr 2781.18 hrs	278,118.00	236,401.03	41,716.97		
Felony Hourly Appointments	Indigent Defense Felony	\$110 per hr 5443.12 hrs	598,743.20	508,933.28	89,809.92		
Capital Hourly Appointments	Indigent Defense Capital	\$120 per hr 2,189.65 hrs	262,759.20	223,346.01	39,413.19		
Counsel at first appearance hourly	CAFA Hourly	100 Per hour, 286 Hours	28,600.00	24,310.07	4,289.93		
Appeals and Contingency Plan	Request Appeals and emergency MACA coverage	50 per hour, 100 hours	5,000.00	4,247.95	752.05		
Category Summary			1,173,220.40	997,238.34	175,982.06	0.00	1,173,220.40

Contract Attorney Justification - list all possible rate scenarios for attorney contracts that apply (i.e. hourly, event based, annual contract paid monthly) and the type work whether generally indigent defense or specific like counsel at first appearance. Please * highlight rates or attorney line requests that are a change from your FY20 approved contract and contract rates.

The amounts for assignments is based on a 12 month projection using the first 5 months of FY 2021 billing.

The attorney billings have been increasing quite a bit. Most likely caused by:

1. cases were somewhat on hold while courts / trials were shutdown, and now that they are open case work has picked up drastically.
2. there are a lot of trials scheduled and being conducted, which increases the amount of work on cases.
3. there are some new attorneys on our roster that are putting in a lot of time on cases with great results - at least 3 capital cases were completely dismissed on the eve of trial because of the attorneys' efforts

We also anticipate costs to increase now that attorneys can appear at Pre-Sentence Interviews.

The appeals and contingency plan were added to comply with Standard 5. We believe that 100 hours should give sufficient time to address and resolve an issue that arises.

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Experts & Investigators	Various		50,000.00		50,000.00		
Category Summary			50,000.00	0.00	50,000.00	0.00	50,000.00

Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates from your FY20's approved contract rates.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary			0.00	0.00	0.00	0.00	0.00

Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Office Lease	Office Space and Cleaning	\$600 monthly X 12 months	7,200.00	7,200.00			
Phones	Cell phones and Office Phones	160 monthly X 12 months	1,920.00	1,920.00			
Category Summary			9,120.00	9,120.00	0.00	0.00	9,120.00

Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a * highlight to new request for FY21

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Various	Various		2,500.00	2,500.00			
Category Summary			2,500.00	2,500.00	0.00	0.00	2,500.00

Equipment Justification - Provide justification for new equipment requests for FY21. This is based on various possible needs to accommodate replacement equipment. We have tablets out in the field with appointed attorneys and in the event that other office equipment breaks down. Also to provide tablets to new attorneys on the appointed list. New tablets are approximately \$600 per setup. New Printer is approximately \$250. New Computer with monitor is approximately \$1000. New Scanner is approximately \$500. I also have 4 noise generators running all day in the meeting areas for privacy. These are about \$40 to replace.

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
CLE Training	CDAM	\$ 30 x 12 hrs x 15 attys	5,400.00		5,400.00		
(2) Trial College Registrations	CDAM	\$875 atty x 2 attys	1,750.00		1,750.00		
Lodging	hotels	\$125 per night x 2 nights	4,250.00		4,250.00		
Training Mileage	mileage	178 miles x .57 x17	1,724.82		1,724.82		
Meals	restaurants / hotel	\$30 x 3 meals x 17 attys	1,530.00		1,530.00		
SADO Memberships	SADO	\$75 atty x 17 attys	1,275.00		1,275.00		
NAPD Memberships	NAPD	\$40 atty x 17 attys	680.00		680.00		
Category Summary			16,609.82	0.00	16,609.82	0.00	16,609.82

Training and Travel Justification - Provide travel and training justification and * highlight new or changed requests for FY21. Suggested rates for training registration would be \$30/hour; SADO membership is \$50/year; NAPD membership is \$30/year. We have had attorneys ask about attending CDAM's trial college and we believe our attorneys could benefit from the intense and in depth training it would provide. The number of attorneys for CDAM CLE training was reduced to reflect the 2 trial college registrations.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Various Supplies and Postage	Various		3,500.00		3,500.00		
Category Summary			3,500.00	0.00	3,500.00	0.00	3,500.00

Zoom Subscription	Zoom	\$65 per month	780.00	780.00
Interpreters	Language Line services	1.50 minute x 333.33 minutes	500.00	500.00
Transcript Drafting	Various	2.05 page x 2,000 pages	4,100.00	4,100.00
Category Summary			8,880.00	8,880.00

Supplies Justification - Provide justification for supplies requests and highlight new or changed requests for FY21
 Due to having several recent cases with non-English speaking Defendants, witnesses, etc. we have signed up for an interpretation service. The service is only to be used for situations where the Court is not required to provide the service or when the situation calls for a non-court appointed interpreter - ie Defense Counsel believes it is prudent to keep who they are speaking to confidential.

Prior practice was for the Court to pay the cost of drafting transcripts for indigent cases. Due to Standard S we have taken over that cost to limit the Court's impact / interference with the service. Based on FY to date requests we

Budget Total 1,408,556.22 1,157,084.34 251,471.88 0.00 1,408,556.22

Attorney	P Number	Notes
Lisa Blanton	P66089	
Duane Burgess	P30248	
Gary Crews	P12337	
Gregory Bringard	P45657	not taking new assignments, just finishing current cases
George Holmes	P15081	
Bernard Jocuns Jr.	P65478	
Melissa Malloy	P73733	
Jessica Risky	P82444	
Jill Schmidt	P52912	
Michael Murawski	P82642	
Andrew Lockard	P65401	
Nichole Poore-Sanchez	P83027	
Jodi Hemingway	P72918	
Diana Olesko	P66932	
David Campbell	P69279	
Lexi Ruggirello	P83928	less than 2 years of criminal defense practice
Jeffrey Rupp	P61749	Handling a conflict case. Not a regular roster atty.
Erin Zettle	P70611	in the application process
Brian Elder	P58645	in the application process less than 2 years of criminal defense practice

MIDC COMPARISON FROM PREVIOUS YEAR BUDGET

DESCRIPTION	2020/2021 OCT-SEPT	2021/2022 OCT-SEPT	NET Difference
MIDC STATE GRANT	885,274.00	1,157,084.00	271,810.00
INTEREST EARNED	0.00	0.00	0.00
REIMB COURT APPT ATTORNEY FEES	0.00	0.00	0.00
TRANSFER IN GENERAL FUND	253,708.00	251,472.00	(2,236.00)
	1,138,982.00	1,408,556.00	269,574.00
			0.00
TOTAL REVENUES	1,138,982.00	1,408,556.00	269,574.00
SALARIES SUPERVISION	90,012.00	90,012.00	0.00
SALARIES PERMANENT	0.00	0.00	0.00
DISABILITY PLAN	983.00	983.00	0.00
SALARIES PT TEMP	22,157.00	22,157.00	0.00
SALARIES OVERTIME	0.00	0.00	0.00
WORKERS COMPENSATION	1,194.00	1,194.00	0.00
HEALTH & DENTAL INSURANCE	16,500.00	18,000.00	1,500.00
F.I.C.A.	8,581.00	8,581.00	0.00
LIFE INSURANCE	89.00	89.00	0.00
RETIREMENT	4,510.00	4,510.00	0.00
POB IN LIEU OF RETIREMENT	2,700.00	2,700.00	0.00
SUPPLIES, PRINTING, & POSTAGE	3,500.00	3,500.00	0.00
MIDC APPT COUNSEL FELONY	405,350.00	598,743.00	193,393.00
MIDC APPT COUNSEL MISDEMEANOR	330,375.00	278,118.00	(52,257.00)
CAPITAL HOURLY APPTS	150,000.00	262,759.00	112,759.00
APPEALS AND CONTINGENCY PLAN	0.00	5,000.00	5,000.00
MIDC APPT COUNSEL CAFA	28,600.00	28,600.00	0.00
EXPERT AND INVESTIGATORS SERVICES	50,000.00	50,000.00	0.00
WITNESS FEES	0.00	0.00	0.00
INTERPRETERS	0.00	500.00	500.00
TRANSCRIPTS	1,582.00	4,100.00	2,518.00
MEMBERSHIP & SUBSCRIPTIONS	780.00	780.00	0.00
TELEPHONE	1,920.00	1,920.00	0.00
OFFICE EQUIPMENT	0.00	2,500.00	2,500.00
SPACE RENT	7,200.00	7,200.00	0.00
RENOVATION	0.00	0.00	0.00
TRAINING	12,949.00	16,610.00	3,661.00
	1,138,982.00	1,408,556.00	269,574.00
			0.00
TOTAL EXPENDITURES	1,138,982.00	1,408,556.00	269,574.00

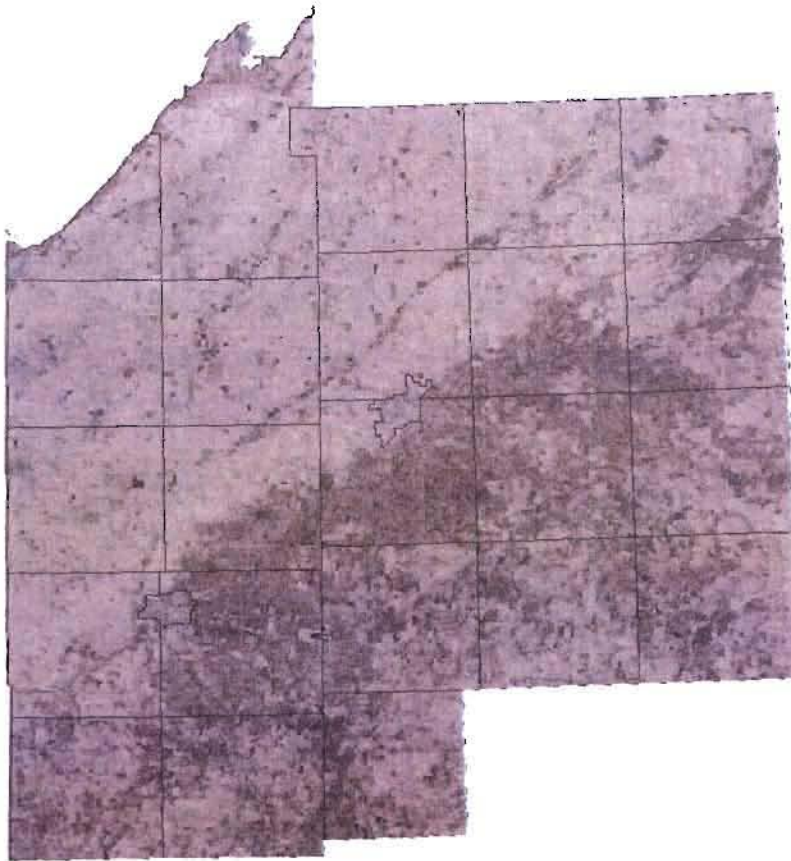


Image: 2021 Tuscola County Aerial

Tuscola County Equalization Report

2021

(Preliminary Taxable Values Included)

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Tuscola County Assessing Officers

<u>Assessing Jurisdiction</u>	<u>Assessor of Record</u>
Akron Township	Nathan Hager, MMAO
Almer Township	Marianne Daily, MCAO
Arbela Township	Marie Canterbury, MCAO
Columbia Township	Dara Hood, MCAO
Dayton Township	Joan Fackler, MAAO
Denmark Township	Tod Fackler, MAAO
Elkland Township	Dave McArthur, MAAO
Ellington Township	Susan Jensen, MAAO
Elmwood Township	Marianne Daily, MCAO
Fairgrove Township	Deb Young, MCAO
Fremont Township	Joan Fackler, MAAO
Gilford Township	Tod Fackler, MAAO
Indianfields Township	Coiene Tait, MAAO
Juniata Township	Marianne Daily, MCAO
Kingston Township	Carrie Gilley, MCAO
Koylton Township	Nathan Hager, MMAO
Millington Township	Heather MacDermaid, MAAO
Novesta Township	Susan Jensen, MAAO
Tuscola Township	Tod Fackler, MAAO
Vassar Township	Debby Valentine, MAAO
Watertown Township	Debby Valentine, MAAO
Wells Township	Susan Jensen, MAAO
Wisner Township	Nathan Hager, MMAO
City of Caro	Angie Daniels, MAAO
City of Vassar	Dave Kern, MMAO

Message from the Department

The Equalization process is vital to guaranteeing that properties are assessed at 50% of market value as is required by Article IX, Section 3 of the Michigan Constitution of 1963. County Equalization serves as a check on assessments determined at the local level, ensuring they are fair and equitable across the County.

The responsibilities of County Equalization rest primarily with each County's Board of Commissioners. Recognizing the technical and difficult nature of equalization duties, the State, through the General Property Tax Act, requires each County to employ a certified Equalization Director to assist and advise the Board in fulfilling their duties.

In addition to the general purpose of ensuring fair and equitable assessments, statutory requirements of County Equalization include the collection and analysis of sales data, providing assessment assistance to local units, and providing the State Tax Commission with annual reports.

The Tuscola County Equalization Department through the efforts of the staff and with the cooperation of the various assessing officers of the County, has completed its review of the 2021 assessment rolls of the twenty-three (23) townships and two (2) cities of Tuscola County. The recommended County Equalized Value for 2021 is 2,939,844,705. The value is a combination of 2,391,666,266 real property and 548,178,439 personal property.

The 2021 Tuscola County Equalization Report prepared by the Tuscola County Equalization Department is submitted for approval and adoption. The department wishes to express appreciation to the Board of Commissioners, Tuscola County GIS Coordinator Cody Horton and assessing officers of the county for their cooperative efforts.

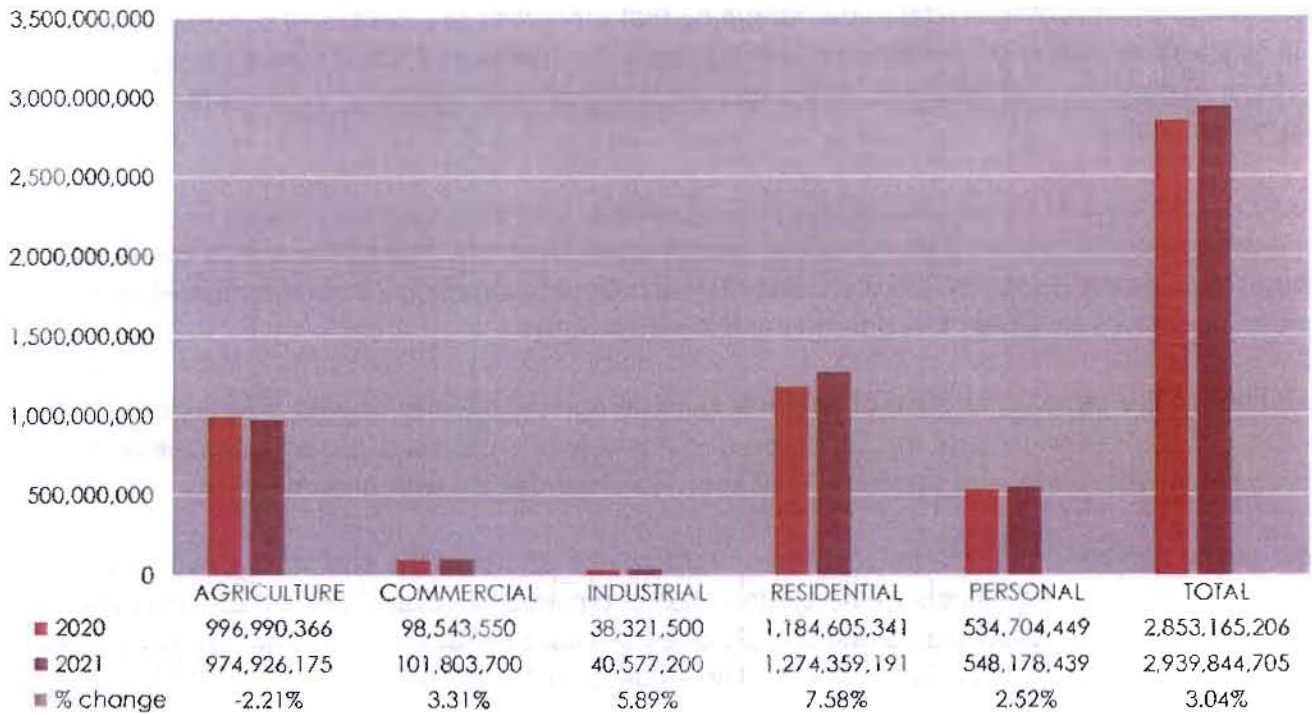
The Equalization Report will be located on the County website at the following address
<http://www.tuscolacounty.org/equalization/>

Presented By

Angie Daniels, MAAO
Missie Jaster, MCAO
Colleen Smith, MCAO

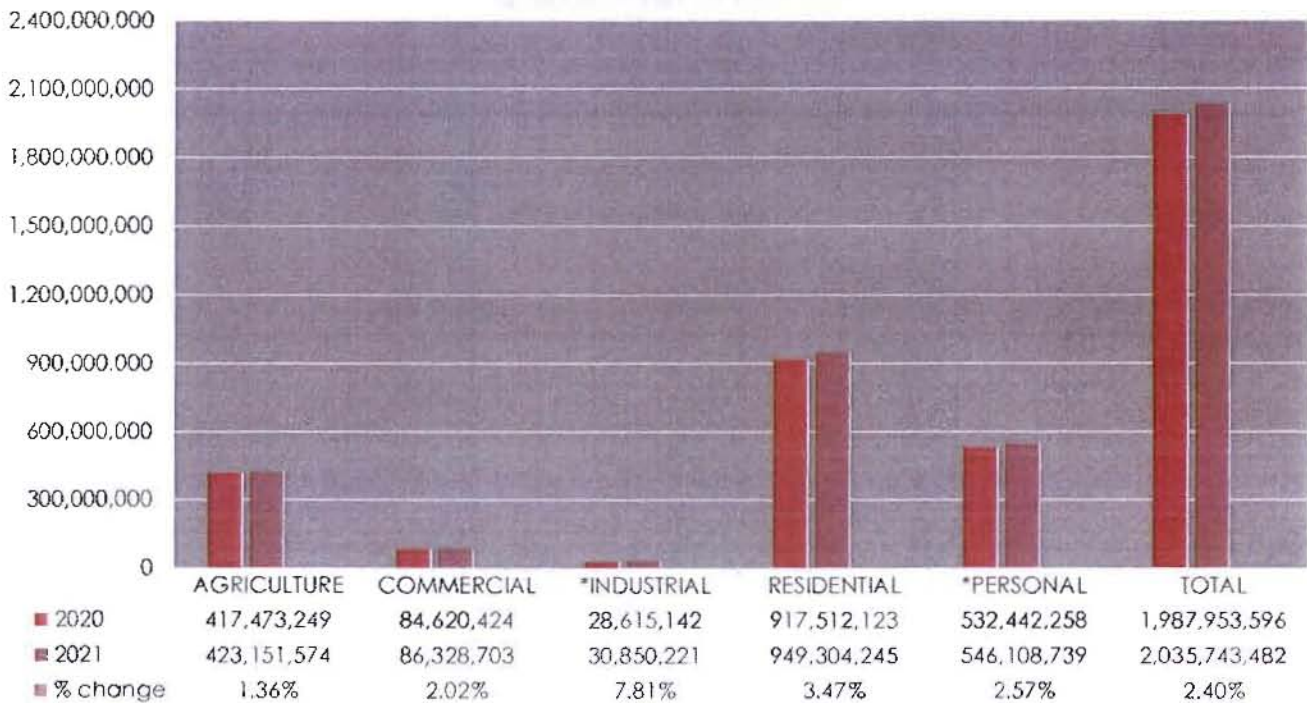
Graphs and Charts

Change in SEV by Class

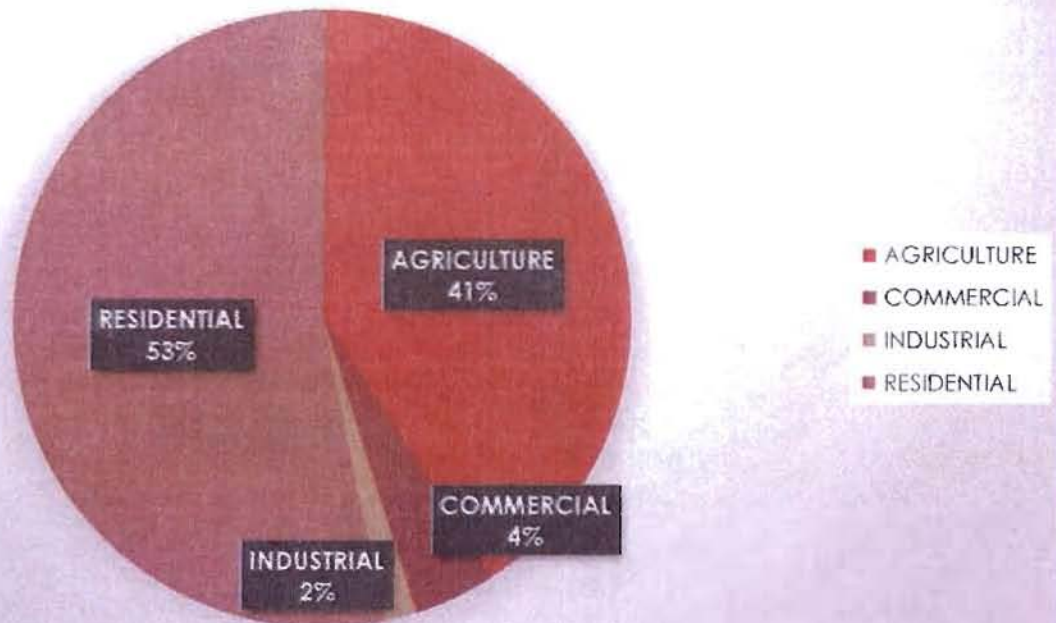


Change in Taxable by Class

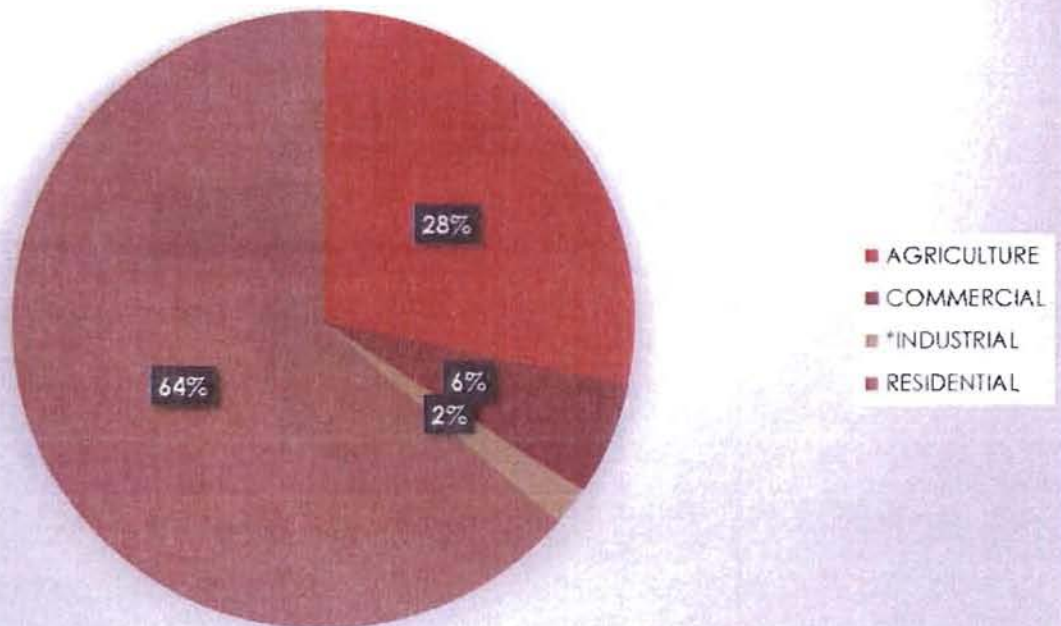
*Excludes Ren Zone Properties



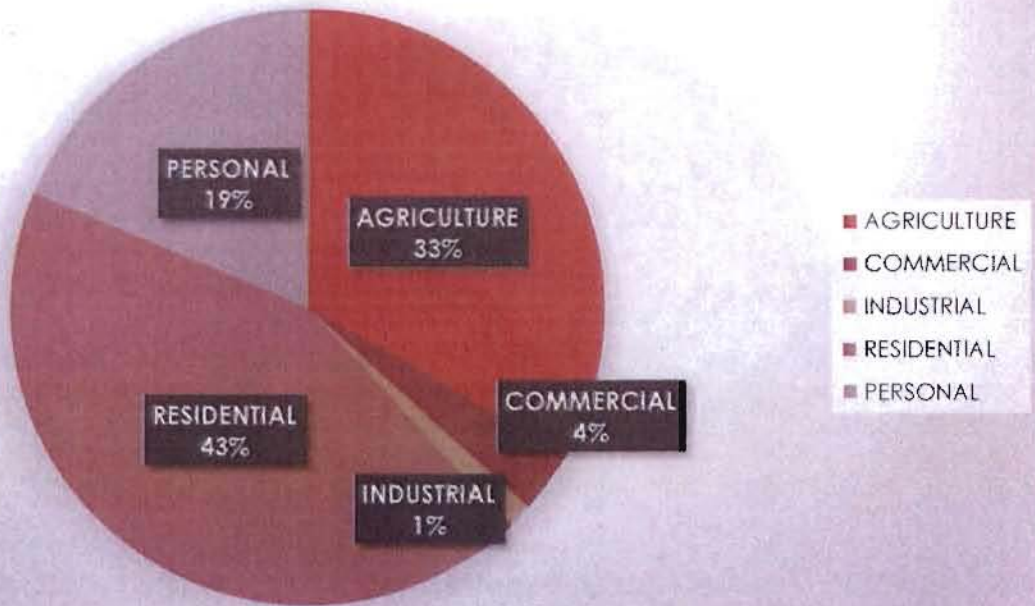
Real Property by Class as % of 2021 SEV



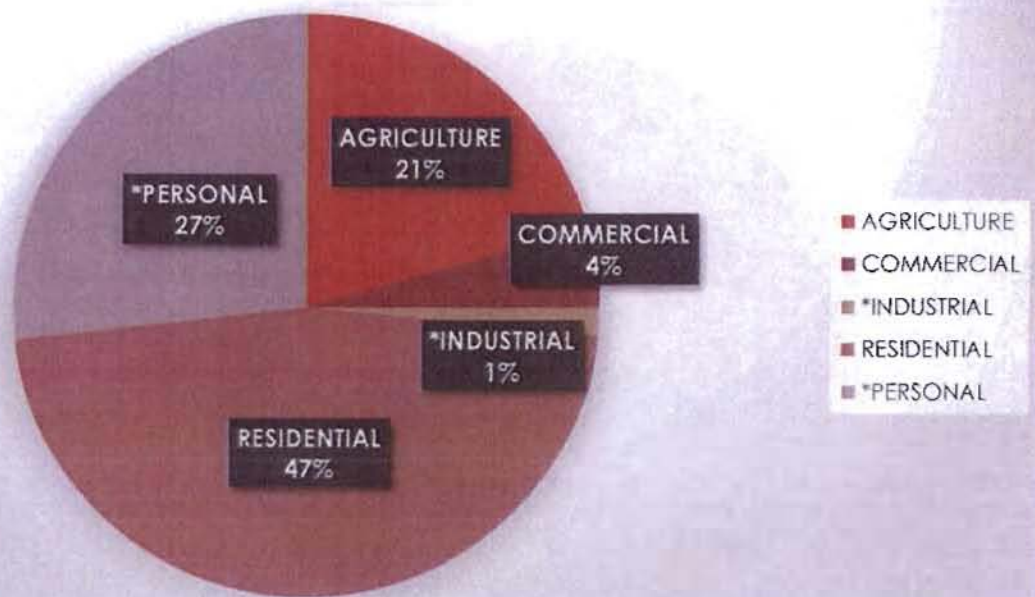
Real Property by Class as % of 2021 Taxable



All Property by Class as % of 2021 SEV



All Property by Class as % of 2021 Taxable



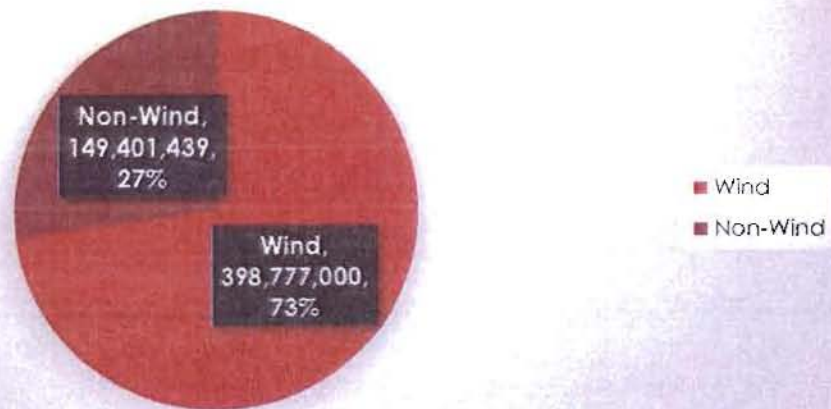
Personal Property 2019 Taxable Wind/Non-Wind



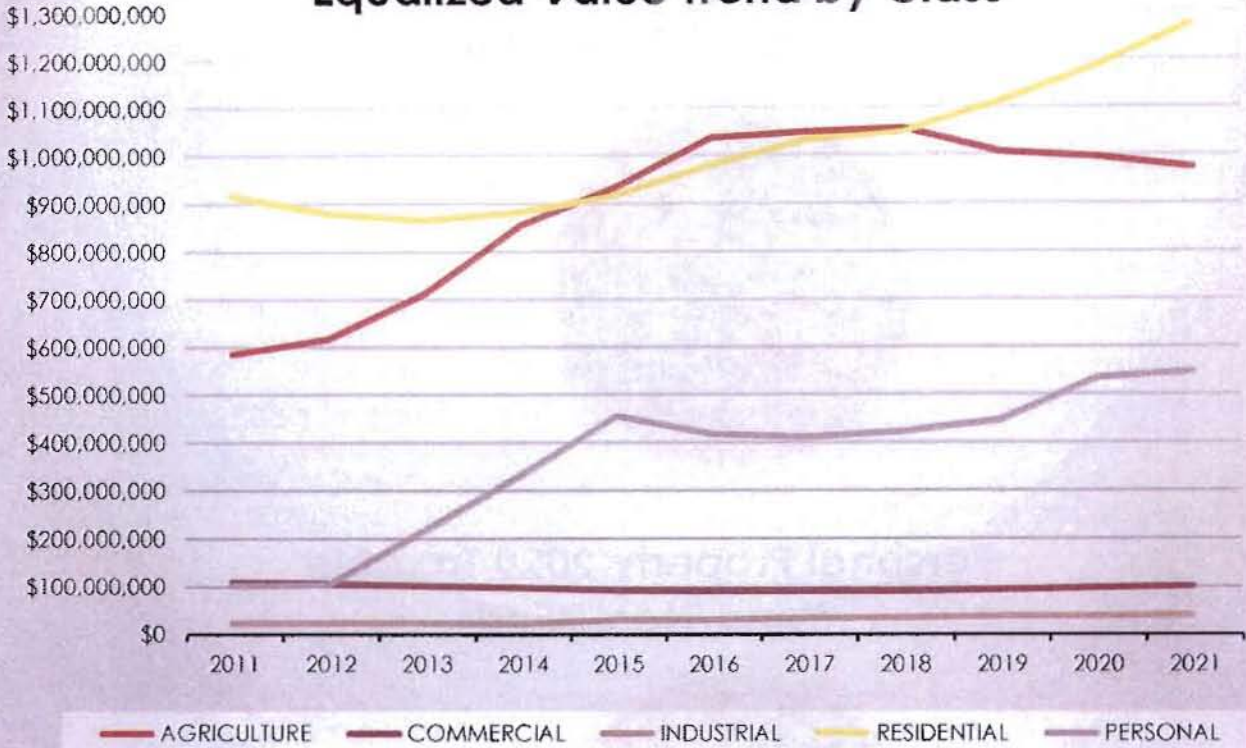
Personal Property 2020 Taxable Wind/Non-Wind



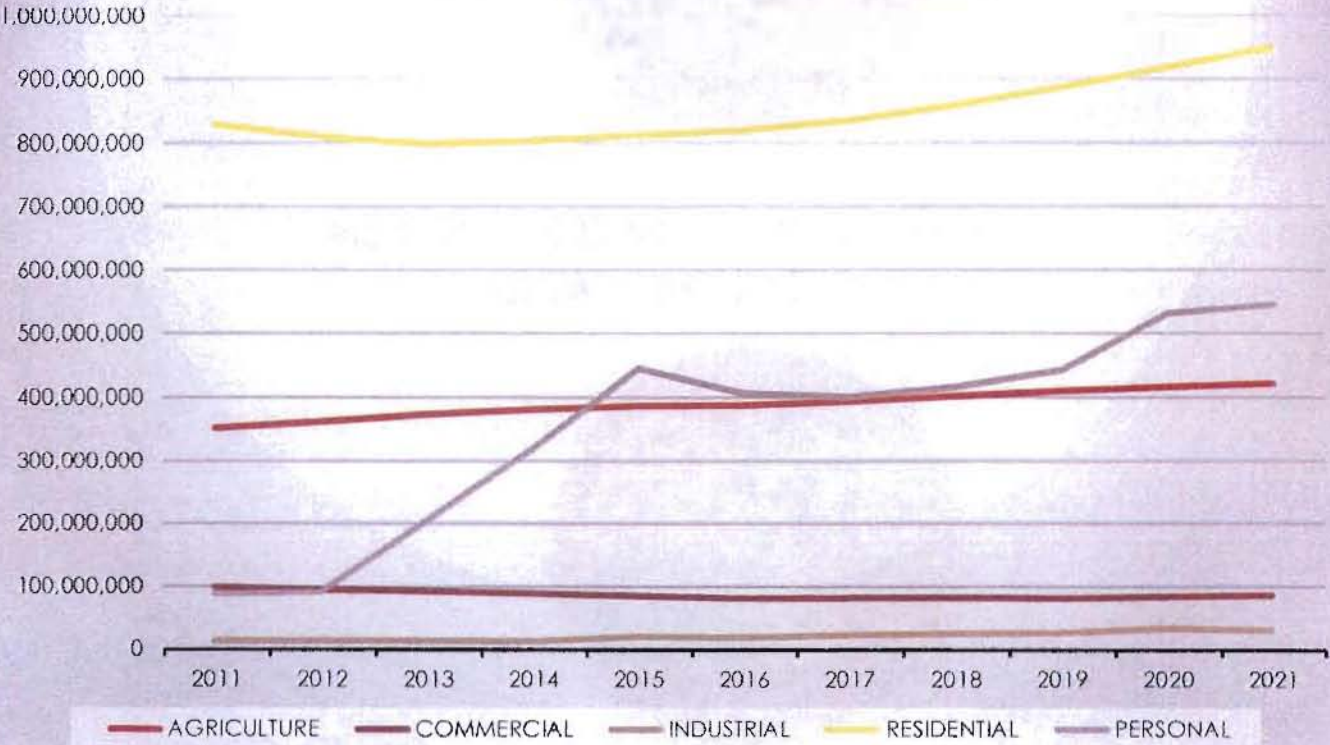
Personal Property 2021 Taxable Wind/Non-Wind



Equalized Value Trend by Class



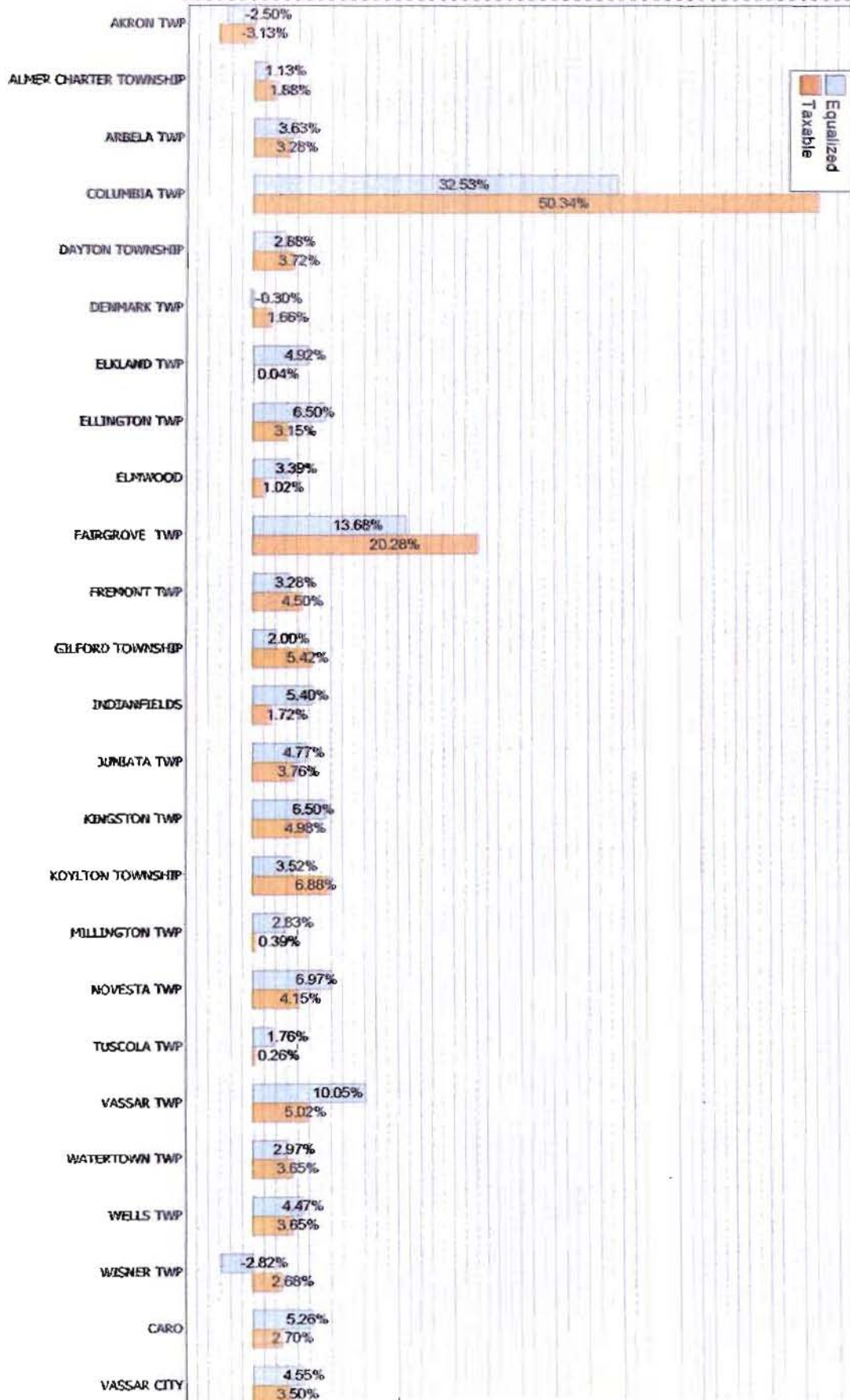
Taxable Value Trend by Class



TUSCOLA COUNTY
Percent Change - 2019 to 2020
Includes New, Loss and Adjustment
By Local Unit

Unit	2019 Equalized Value	2020 Equalized Value	C.E.V. % Change	2019 Taxable Value	2020 Taxable Value	Taxable % Change
TOWNSHIPS						
AKRON TWP	219,101,500	213,228,200	-2.68%	152,856,015	147,754,382	-3.34%
ALMER CHARTER TOWNSH	108,843,300	109,873,500	1.13%	63,303,006	64,492,452	1.88%
ARBELA TWP	101,064,440	104,735,900	3.63%	69,633,914	71,915,875	3.28%
COLUMBIA TWP	175,458,221	236,117,154	34.57%	119,001,030	183,378,149	54.10%
DAYTON TOWNSHIP	87,121,900	89,633,000	2.88%	53,382,176	55,365,770	3.72%
DENMARK TWP	160,533,400	160,181,500	-0.22%	106,705,915	108,409,653	1.60%
ELKLAND TWP	135,772,164	143,107,306	5.40%	96,687,729	96,993,367	0.32%
ELLINGTON TWP	63,434,600	67,560,900	6.50%	40,576,601	41,854,689	3.15%
ELMWOOD	79,186,700	82,064,000	3.63%	42,059,323	42,596,845	1.28%
FAIRGROVE TWP	171,684,300	196,404,400	14.40%	122,120,211	148,443,466	21.56%
FREMONT TWP	105,194,000	109,467,019	4.06%	75,976,569	79,317,958	4.40%
GILFORD TOWNSHIP	189,345,600	193,141,700	2.00%	133,214,054	140,432,108	5.42%
INDIANFIELDS	72,041,800	75,935,000	5.40%	60,348,765	61,388,214	1.72%
JUNIATA TWP	90,755,900	95,087,000	4.77%	65,384,504	67,842,231	3.76%
KINGSTON TWP	65,325,630	69,260,166	6.02%	37,799,749	39,534,594	4.59%
KOYLTON TOWNSHIP	77,080,300	79,737,000	3.45%	43,470,519	46,428,201	6.80%
MILLINGTON TWP	150,517,400	156,464,700	3.95%	114,241,283	116,262,312	1.77%
NOVESTA TWP	60,115,400	64,308,000	6.97%	36,807,613	38,336,331	4.15%
TUSCOLA TWP	128,859,250	131,120,750	1.76%	83,179,724	83,396,389	0.26%
VASSAR TWP	104,640,200	115,153,278	10.05%	84,776,587	89,035,741	5.02%
WATERTOWN TWP	79,046,980	81,391,560	2.97%	54,244,735	56,224,649	3.65%
WELLS TWP	62,277,200	65,059,700	4.47%	45,072,346	46,716,296	3.65%
WISNER TWP	58,358,200	56,712,100	-2.82%	26,762,081	27,478,310	2.68%
CITIES						
CARO	101,330,970	106,662,873	5.26%	88,431,536	90,815,827	2.70%

Unit	2019 Equalized Value	2020 Equalized Value	C.E.V. % Change	2019 Taxable Value	2020 Taxable Value	Taxable % Change
CITIES						
VASSAR CITY	48,548,300	50,758,500	4.55%	42,067,079	43,539,787	3.50%
VILLAGES						
AKRON VILLAGE 001	4,345,900	4,642,500	6.82%	3,887,774	4,085,316	5.08%
AKRON VILLAGE 010	2,738,000	2,842,200	3.81%	2,312,888	2,351,031	1.66%
CASS CITY 007	58,089,000	60,295,550	3.80%	54,675,769	54,433,162	-0.44%
FAIRGROVE VILLAGE 010	8,766,000	9,008,600	2.77%	6,557,706	6,767,059	3.19%
GAGETOWN 009	4,796,300	4,762,500	-0.70%	4,196,910	4,129,819	-1.60%
KINGSTON VILLAGE 015	5,302,973	5,961,304	12.41%	4,221,451	4,579,486	8.48%
KINGSTON VILLAGE 016	1,638,400	1,749,500	6.78%	1,256,490	1,375,674	9.49%
MAYVILLE 011	20,205,600	20,048,400	-0.78%	15,452,972	16,226,919	5.01%
MILLINGTON VILLAGE 017	24,123,200	23,121,600	-4.15%	20,498,976	19,006,627	-7.28%
REESE 006	33,886,900	33,645,900	-0.71%	29,426,319	29,986,224	1.90%
UNIONVILLE 004	10,114,800	9,821,200	-2.90%	8,749,615	8,686,647	-0.72%



Arranged by Local Unit Equalized Value Change

Tuscola County
2021 Top 10 List - Ad Valorem Only
 County-Wide

Top 10 Owners by Equalized Value

Owner's Name	Real	Personal	Total
1 Consumers Energy Company	2,530,200	185,889,409	188,419,609
2 Pegasus Wind LLC	72,200	114,642,300	114,714,500
3 Tuscola Bay Wind LLC	n/a	55,686,200	55,686,200
4 International Transmission Co	1,337,600	52,841,642	54,179,242
5 DTE Electric Company	1,432,600	49,020,221	50,452,821
6 Tuscola Wind II LLC	n/a	34,233,400	34,233,400
7 Tuscola Bay Wind II LLC	39,700	18,455,200	18,494,900
8 Russell Family Land Co LLC	12,343,900	n/a	12,343,900
9 POET Biorefining Caro	9,590,100	846,258	10,436,358
10 Thumb Electric Co-Op	284,300	8,202,602	8,486,902
Total	27,630,600	519,817,232	547,447,832
County-wide Equalized Value	2,391,666,266	548,178,439	2,939,844,705
Percentage of County Total	1.16%	94.83%	18.62%

Top 10 Owners by Taxable Value

Owner's Name	Real	Personal	Total
1 Consumers Energy Company	1,070,279	185,889,409	186,959,688
2 Pegasus Wind LLC	31,514	114,642,300	114,673,814
3 Tuscola Bay Wind LLC	n/a	55,686,200	55,686,200
4 International Transmission Co	698,436	52,841,642	53,540,078
5 DTE Electric Company	988,440	49,020,221	50,008,661
6 Tuscola Wind II LLC	n/a	34,233,400	34,233,400
7 Tuscola Bay Wind II LLC	22,144	18,455,200	18,477,344
8 POET Biorefining Caro	9,548,913	846,258	10,395,171
9 Thumb Electric Co-Op	240,306	8,202,602	8,442,908
10 Dairy Farmer's of America Inc	5,110,700	2,069,700	7,180,400
Total	17,710,732	521,886,932	539,597,664
County-wide Taxable Value	1,494,737,495	548,178,439	2,042,915,934
Percentage of County Total	1.18%	95.20%	26.41%

Personal and Real Property - TOTALS

L-4024

Tuscola County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Township or City	Number of Acres Assessed (Col. 1) Acres Hundredths	Total Real Property Valuations		Personal Property Valuations		Total Real Plus Personal Property	
		(Col. 2) Assessed	(Col. 3) Equalized	(Col. 4) Assessed	(Col. 5) Equalized	(Col. 6) Assessed	(Col. 7) Equalized
Alron	31,986	130,001,450	130,001,450	79,850,400	79,950,400	209,851,850	209,951,850
Almer	21,491	106,027,500	106,027,500	3,192,000	3,192,000	109,219,500	109,219,500
Abela	22,321	109,382,900	109,382,900	4,355,150	4,355,150	113,738,050	113,738,050
Columbia	22,660	100,815,700	100,815,700	122,731,300	122,731,300	223,547,000	223,547,000
Dayton	22,915	92,137,800	92,137,800	1,836,800	1,836,800	93,974,600	93,974,600
Denmark	22,338	146,760,300	146,760,300	15,884,300	15,884,300	162,644,600	162,644,600
Elkland	22,000	138,234,200	138,234,200	11,074,100	11,074,100	149,308,300	149,308,300
Ellington	23,800	85,944,700	85,944,700	1,580,700	1,580,700	87,525,400	87,525,400
Elmwood	22,961	80,141,400	80,141,400	2,672,800	2,672,800	82,814,200	82,814,200
Fairgrove	22,808	101,130,200	101,130,200	103,582,300	103,582,300	204,712,500	204,712,500
Fremont	22,359	110,479,075	110,479,075	5,399,000	5,399,000	115,878,075	115,878,075
Gifford	21,529	94,510,800	94,510,800	91,702,100	91,702,100	186,212,900	186,212,900
Indianfields	18,243	72,934,000	72,934,000	7,534,000	7,534,000	80,468,000	80,468,000
Juntala	22,661	79,022,800	79,022,800	43,035,100	43,035,100	122,057,900	122,057,900
Kingston	22,267	72,331,641	72,331,641	2,395,377	2,395,377	74,727,018	74,727,018
Koyton	22,618	79,311,800	79,311,800	2,570,300	2,570,300	81,882,100	81,882,100
Millington	22,284	163,860,700	163,860,700	5,816,000	5,816,000	169,676,700	169,676,700
Novesta	22,651	64,297,500	64,297,500	1,339,200	1,339,200	65,636,700	65,636,700
Tuscola	20,287	118,816,500	118,816,500	13,825,900	13,825,900	132,642,400	132,642,400
Vassar	22,938	117,229,200	117,229,200	6,309,900	6,309,900	123,539,100	123,539,100
Waterdown	22,416	80,844,900	80,844,900	4,634,730	4,634,730	85,479,630	85,479,630
Wells	20,948	63,657,200	63,657,200	2,872,000	2,872,000	66,529,200	66,529,200
Wisner	11,935	54,317,500	54,317,500	2,078,800	2,078,800	56,396,300	56,396,300
Caro	1,752	101,694,800	101,694,800	7,324,082	7,324,082	109,018,882	109,018,882
Vassar City	1,287	47,761,900	47,761,900	4,480,100	4,480,100	52,242,000	52,242,000
Totals for County	512,435	2,391,666,266	2,391,666,266	548,178,439	548,178,439	2,939,844,705	2,939,844,705

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF TUSCOLA COUNTY

Equalized Valuations - TOTALS

L-4024

Tuscola County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Real Property Assessed Valuations Approved by Boards of Review

Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Akron	99,799,400	728,700	2,598,500	26,874,850	0	0	130,001,450
Almer	55,637,400	6,731,900	0	43,658,200	0	0	106,027,500
Arbela	31,032,000	1,366,300	544,100	76,440,500	0	0	109,382,900
Columbia	79,943,100	1,091,400	318,400	19,482,800	0	0	100,815,700
Dayton	30,367,500	443,800	0	61,326,500	0	0	92,137,800
Denmark	77,065,200	5,061,100	2,093,100	62,560,900	0	0	146,780,300
Elkland	53,016,100	12,790,800	8,222,500	64,204,800	0	0	138,234,200
Ellington	25,305,400	452,600	0	40,186,700	0	0	65,944,700
Elmwood	56,516,300	533,500	191,700	22,899,900	0	0	80,141,400
Fairgrove	72,615,400	829,600	668,000	27,017,200	0	0	101,130,200
Fremont	19,122,275	7,888,400	540,800	83,127,600	0	0	110,479,075
Gilford	79,274,000	417,600	2,216,900	12,602,300	0	0	94,510,800
Indianfields	6,444,000	6,641,800	1,588,000	58,260,200	0	0	72,934,000
Juniata	35,072,800	695,800	46,600	43,207,600	0	0	79,022,800
Kingston	31,097,300	822,300	219,400	40,192,641	0	0	72,331,641
Koyton	24,806,000	800,700	53,500	53,651,600	0	0	79,311,800
Millington	25,647,400	6,222,700	2,721,600	129,269,000	0	0	163,860,700
Novesta	31,903,900	751,700	0	31,641,900	0	0	64,297,500
Tuscola	56,372,400	3,000,300	1,705,800	57,738,000	0	0	118,816,500
Vassar	8,443,300	3,415,500	2,368,200	103,002,200	0	0	117,229,200
Watertown	18,835,300	376,200	1,391,600	60,241,600	0	0	80,844,900
Wells	17,833,300	230,700	378,400	45,214,800	0	0	63,657,200
Wisner	38,660,300	584,000	0	15,073,200	0	0	54,317,500
Caro	0	32,179,000	11,305,300	58,210,300	0	0	101,694,600
Vassar City	116,100	7,947,300	1,404,600	38,293,900	0	0	47,761,900
Totals for County	974,928,175	101,803,700	40,577,200	1,274,359,191	0	0	2,391,668,268

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF TUSCOLA COUNTY

Assessed Valuations - TOTALS

L-4024

Tuscola County

Statement of acreage and valuation in the year 2021 made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Akron	98,789,400	728,700	2,598,500	26,874,850	0	0	130,001,450
Almer	55,637,400	6,731,900	0	43,858,200	0	0	106,027,500
Arbela	31,032,000	1,366,300	544,100	76,440,500	0	0	109,382,900
Columbia	79,943,100	1,091,400	318,400	19,462,800	0	0	100,815,700
Dayton	30,387,500	443,800	0	61,326,500	0	0	92,137,800
Denmark	77,065,200	5,061,100	2,083,100	62,560,900	0	0	146,780,300
Elkland	53,016,100	12,790,800	8,222,500	64,204,800	0	0	138,234,200
Ellington	25,305,400	452,800	0	40,186,700	0	0	66,944,700
Elmwood	56,516,300	533,500	181,700	22,898,900	0	0	80,141,400
Fairgrove	72,615,400	829,600	668,000	27,017,200	0	0	101,130,200
Fremont	19,122,275	7,988,400	540,800	83,127,600	0	0	110,479,075
Gifford	79,274,000	417,600	2,216,600	12,602,300	0	0	94,510,800
Indianfields	6,444,000	6,641,800	1,588,000	58,280,200	0	0	72,934,000
Junata	35,072,800	695,800	46,800	43,207,600	0	0	79,022,800
Kingston	31,097,300	822,300	219,400	40,192,841	0	0	72,331,841
Koylton	24,806,000	800,700	53,500	53,851,800	0	0	79,311,800
Millington	25,647,400	6,222,700	2,721,600	129,269,000	0	0	163,860,700
Novesia	31,903,900	751,700	0	31,641,900	0	0	64,297,500
Tuscola	56,372,400	3,000,300	1,705,800	57,738,000	0	0	118,816,500
Vassar	8,443,300	3,415,500	2,368,200	103,002,200	0	0	117,229,200
Watertown	18,835,300	376,200	1,391,800	60,241,600	0	0	80,844,900
Wells	17,833,300	230,700	378,400	45,214,800	0	0	63,657,200
Wiener	38,660,300	564,000	0	15,073,200	0	0	54,317,500
Caro	0	32,179,000	11,305,300	58,210,300	0	0	101,694,600
Vassar City	116,100	7,847,300	1,404,800	38,293,900	0	0	47,761,900
Totals for County	974,926,175	101,803,700	40,577,200	1,274,358,191	0	0	2,391,666,266

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF TUSCOLA COUNTY
 WE HEREBY CERTIFY that the foregoing is a true statement of the number of acres of land, the value of the real property and of the personal property, the aggregate valuation of the real property and personal property, the equalized and assessed valuations of real property classifications in each township and city in said county as equalized by the Board of Commissioners in April of the reporting year, at a meeting of said board held pursuant to the provisions of sections 209.1 - 209.8, MCL. I further certify that said statement does not embrace any property taxed under P.A. 77 of 1951, P.A. 68 of 1953, P.A. 198 of 1974, P.A. 223 of 1976, P.A. 395 of 1984, P.A. 224 of 1985, P.A. 147 of 1992 or Section 5 of Article IX of the Constitution of the State.

Dated _____, 20__

Equalization Director

Clerk of the Board of Commissioners

Chairperson of the Board of Commissioners

County: 79 TUSCOLA

Governmental Unit	Real			T-C			Dev			Total			Ag			Comm			Personal			Grand	
	Ag	Comm	Ind	Res	T-C	Dev	Total	Ag	Comm	Ind	Res	Util	Total	Exempt	Total								
AKRON TWP	564	24	10	889	0	0	1487	0	56	14	0	15	85	74	1646								
ALMER CHARTER TOWNSHIP	372	55	0	846	0	0	1273	0	61	2	0	8	71	47	1391								
ARBELA TWP	298	22	8	1246	0	0	1572	0	26	1	0	10	37	15	1624								
COLUMBIA TWP	469	46	10	502	0	0	1027	0	46	73	0	26	145	49	1221								
DAYTON TOWNSHIP	272	12	0	1898	0	0	2182	0	23	0	0	4	27	51	2260								
DENMARK TWP	393	94	31	1091	0	0	1609	0	84	3	0	15	102	86	1797								
ELKLAND TWP	329	185	17	1459	0	0	1990	0	159	14	0	9	182	97	2269								
ELLINGTON TWP	226	4	0	678	0	0	908	0	17	2	0	8	27	16	951								
ELMWOOD	349	25	10	545	0	0	929	0	34	1	0	11	46	28	1003								
FAIRGROVE TWP	399	31	12	690	0	0	1132	0	43	68	0	18	129	52	1313								
FREMONT TWP	170	100	8	1597	0	0	1875	0	112	0	0	8	120	109	2104								
GILFORD TOWNSHIP	431	11	3	275	0	0	720	0	9	86	0	13	108	6	834								
INDIANFIELDS	49	88	12	1126	0	0	1275	0	81	3	0	4	88	106	1469								
JUNIATA TWP	225	12	1	802	0	0	1040	0	26	30	0	20	76	60	1176								
KINGSTON TWP	245	26	13	786	0	0	1072	0	33	0	0	11	44	27	1143								
KOYLTON TOWNSHIP	223	21	1	908	0	0	1153	0	32	0	0	7	39	32	1224								
MILLINGTON TWP	201	125	23	2015	0	0	2364	0	131	6	0	5	142	67	2573								
NOVESTA TWP	281	17	0	715	0	0	1013	0	32	0	0	3	35	22	1070								
TUSCOLA TWP	395	48	20	960	0	0	1423	0	48	5	0	10	63	25	1511								
VASSAR TWP	66	47	46	1837	0	0	1996	0	40	3	0	9	52	26	2074								
WATERTOWN TWP	164	12	9	1123	0	0	1308	0	18	7	0	8	33	30	1371								
WELLS TWP	201	6	7	983	0	0	1197	0	17	4	0	7	28	20	1245								
WISNER TWP	217	15	0	407	0	0	639	0	56	1	0	3	60	16	715								
CARO	0	277	18	1433	0	0	1728	0	315	11	0	4	330	197	2255								
VASSAR CITY	3	129	13	918	0	0	1063	0	103	5	0	3	111	137	1311								
Totals	6542	1432	272	25729	0	0	33975	0	1602	339	0	239	2180	1395	37550								

Taxable Valuations, Tuscola County

Issued under the General Property Tax Act, Section 211.27d. Filing is mandatory.

Statement of taxable valuation in the year 2021. File this form with the State Tax Commission on or before the fourth Monday in June.

Real Property Taxable Valuations as of the Fourth Monday in May.							
Township or City	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property
Akron	40,173,129	705,024	2,548,368	20,519,758	0	0	63,946,277
Almer	21,773,404	5,637,852	0	35,053,669	0	0	62,464,935
Arbela	18,538,436	1,103,377	88,439	50,861,411	0	0	70,591,863
Columbia	34,228,299	940,890	287,844	16,641,497	0	0	52,098,530
Dayton	14,196,207	323,530	0	40,840,274	0	0	55,360,011
Denmark	34,799,728	4,146,447	1,714,804	53,687,024	0	0	94,347,801
Elkland	19,609,465	11,240,387	7,995,849	50,463,951	0	0	89,309,652
Elflington	11,013,749	410,523	0	30,163,817	0	0	41,588,089
Elmwood	22,278,601	342,708	113,953	18,276,100	0	0	41,011,362
Fairgrove	31,658,734	680,988	523,263	20,644,686	0	0	53,507,669
Fremon	9,862,556	6,246,886	513,003	59,879,442	0	0	76,501,887
Gilford	33,945,423	408,247	2,209,202	10,559,678	0	0	47,122,550
Indianfields	3,202,815	5,275,679	1,279,701	48,287,072	0	0	58,045,267
Junista	13,844,359	646,043	14,319	33,707,234	0	0	48,211,955
Kingston	11,758,435	711,527	52,666	26,131,839	0	0	38,654,467
Koyton	11,778,249	696,987	43,318	33,890,069	0	0	46,398,623
Millington	13,531,864	5,537,849	2,607,280	92,453,095	0	0	114,129,888
Novesta	14,814,437	548,770	0	23,058,000	0	0	38,421,207
Tuscola	23,459,259	2,697,047	1,068,759	43,610,044	0	0	70,835,109
Vassar	4,838,782	2,863,250	1,970,153	76,545,434	0	0	86,015,619
Watertown	9,292,406	331,890	622,327	43,489,755	0	0	53,736,378
Wells	9,408,284	176,459	219,578	34,950,017	0	0	44,754,338
Wagner	15,247,583	510,824	0	10,412,857	0	0	26,171,264
Caro	0	26,889,528	10,816,453	45,696,936	0	0	83,402,917
Vassar City	99,572	7,255,983	1,263,894	31,490,588	0	0	40,110,037
Totals for County	423,151,574	86,328,703	35,952,973	949,304,245	0	0	1,494,737,495

Taxable Valuations, Tuscola County

L-4046

Issued under the General Property Tax Act, Section 211.27d. Filing is mandatory.

Statement of taxable valuation in the year 2021. File this form with the State Tax Commission on or before the fourth Monday in June.

Personal Property Taxable Valuations as of the Fourth Monday in May.						
Township or City	(Col. 8) Agricultural	(Col. 9) Commercial	(Col. 10) Industrial	(Col. 11) Residential	(Col. 12) Utility	(Col. 13) Total Personal Property
Akron	0	287,700	55,473,200	0	24,188,800	79,950,400
Almer	0	433,800	0	0	2,758,200	3,192,000
Arbela	0	113,200	0	0	4,241,950	4,355,150
Columbia	0	31,800	110,832,200	0	11,867,500	122,731,500
Dayton	0	86,250	0	0	1,750,800	1,837,050
Daymark	0	480,500	82,300	0	18,911,500	19,474,300
Elkland	0	2,235,800	2,533,900	0	8,904,500	11,674,200
Elkington	0	55,400	0	0	1,495,300	1,550,700
Elmwood	0	252,800	0	0	2,400,200	2,653,000
Fairgrove	0	485,400	79,444,900	0	23,842,000	103,772,300
Fremont	0	1,021,800	0	0	4,377,400	5,399,200
Gilford	0	0	74,489,900	0	17,218,200	91,708,100
Indianfields	0	655,200	135,800	0	8,743,200	9,534,200
Jupiter	0	132,500	38,784,500	0	6,318,100	45,235,100
Kingston	0	85,824	0	0	2,808,553	2,894,377
Koylton	0	493,900	0	0	2,168,400	2,662,300
Millington	0	1,029,000	970,100	0	4,118,900	6,118,000
Novesta	0	128,400	0	0	1,212,800	1,341,200
Tuscola	0	825,100	360,500	0	12,810,300	13,995,900
Vassar	0	672,850	49,820	0	5,587,130	6,309,800
Watertown	0	0	33,890	0	4,590,840	4,624,730
Wells	0	105,000	1,235,900	0	1,581,100	2,922,000
Wiener	0	69,300	798,300	0	1,211,200	2,078,800
Ware	0	3,030,100	1,584,344	0	2,719,818	7,324,262
Vassar City	0	1,616,200	39,100	0	2,624,800	4,280,100
Totals for County	0	14,275,276	364,572,554	0	188,330,609	546,178,439

Taxable Valuations, Tuscola County

L-4046

Issued under the General Property Tax Act, Section 211.27d. Filing is mandatory.

Statement of taxable valuation in the year 2021. File this form with the State Tax Commission on or before the fourth Monday in June.

Township or City	(Col. 14) Total Real and Personal Property Taxable Valuations	(Col. 15) Homeowner's Principal Residence & Qualified Agricultural & Qualified Forest Property Taxable Valuations	(Col. 16) Commercial Personal Property Taxable Valuations	(Col. 17) Industrial Personal Property Taxable Valuations	(Col. 18) Non-Homestead and Non- Qualified Agricultural and Non- Qualified Forest Personal Property Taxable Valuations except Commercial and Industrial
Akron	143,896,677	55,055,199	287,700	55,473,200	33,080,578
Almer	65,856,935	52,919,141	433,800	0	12,303,994
Arbela	74,946,813	63,869,383	113,200	0	10,964,230
Columbia	174,829,830	49,260,987	31,800	110,832,200	14,705,043
Dayton	57,198,811	40,509,720	86,200	0	16,600,891
Denmark	110,232,101	83,754,396	490,500	82,300	25,904,905
Elkland	100,383,752	61,862,263	2,235,900	2,533,900	33,651,689
Elkington	43,168,789	35,448,344	85,400	0	7,637,045
Elmwood	43,684,162	37,910,409	252,600	0	5,521,153
Fairgrove	157,089,969	48,911,722	495,400	79,444,900	28,237,947
Fremont	81,900,887	60,859,796	1,021,600	0	20,219,491
Gifford	138,824,650	43,258,347	0	74,483,900	21,082,403
Indianfields	63,579,267	44,522,407	655,200	135,600	18,265,970
Junata	91,247,055	43,318,277	132,500	36,784,500	11,011,778
Kingslon	41,049,844	30,645,337	85,824	0	10,318,683
Koylton	48,968,923	37,161,626	403,900	0	11,403,397
Millington	119,947,888	94,105,086	1,029,000	870,100	24,143,702
Novesta	39,760,407	33,302,801	126,400	0	6,331,206
Tuscola	84,661,009	63,599,733	825,100	390,500	19,845,676
Vassar	82,325,519	69,609,914	672,850	49,920	21,992,835
Watertown	58,371,108	45,869,735	0	33,890	12,467,483
Wells	47,826,338	35,320,242	105,000	1,235,900	10,965,186
Wisner	28,250,064	22,604,209	69,300	798,300	4,778,255
Caro	90,726,999	36,260,041	3,020,102	1,584,344	49,862,612
Vassar City	44,590,137	28,892,064	1,616,200	39,100	16,042,773
Totals for County	2,042,915,934	1,216,729,269	14,275,276	364,572,554	447,338,835



Michigan Department of Agriculture and Rural Development
 Animal Industry Division
 P.O. Box 30017, Lansing, MI 48909
www.michigan.gov/animalshelters
 Email animalshelters@michigan.gov

D.

Animal Shelter Annual Report

In accordance with Act 287, PA 1969 as amended

Animal Shelter Information			
Full Legal Name of the Animal Shelter Tuscola County Animal Control		Shelter Operated By (organization name) Tuscola County	
Name of Shelter Manager Leigh Nancy	Zip Code 48723	County Tuscola	Email TCAC@tuscolacounty.org

Act 287, Section 9(a) requires that animal shelters maintain written records on the total number of dogs, cats, ferrets and other animals received by the shelter and provide certain annual statistics to the Michigan Department of Agriculture and Rural Development (MDARD) by March 31st, of the year following the year for which the statistics were compiled.

Year Reporting Statistics For 2020 (4 digit)		Main Companion Animals			Other Companion Animals				Total Other
Type of Companion Animals ¹ Check box if shelter did NOT intake last year		Dogs	Cats	Ferrets	Birds				
Shelter Intakes	Less than six (6) months of age	53	128						
	Six (6) months of age & older	197	63						
	Total Intake	250	191	0	10				10
Shelter Adoptions ²	Altered (before adoption)	25	28						
	Not Altered (before adoption)	34	87						
	Total Adopted To New Owners	59	115	0					0
Other Disposition	Total Returned to Owner	82	0		9				
	Total Sold ² for Research	0	0		0				
	Total Transferred ³ To Shelters	93	57		1	0	0	0	1
Euthanasia	Shelter Animals Euthanized	11	0		0				
	Owner Request Euthanization ⁴	1	0		0				
	Total Euthanized	12	0	0	0	0	0	0	0

Shelter Euthanasia Policy. Please select **ONLY** one, regarding your shelter:

- This shelter does NOT provide euthanasia services to the public.
- This shelter provides euthanasia services to the public, and the owner requested euthanized animals ARE included in our intake totals.
- This shelter provides euthanasia services to the public, and the owner requested euthanized animals are NOT included in our intake totals.

Optional Comments

Submitter's Name and Title Leigh Nancy, Director	Submitter's Phone (989) 672-3863	Submitter's Email TCAC@tuscolacounty.org
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¹ Per MCL 287.331(d), report LIVE "animals", specifically rodents, mammals except livestock as defined in Act 284 of 1937.
² Per MCL 287.339a, only LIVE animals that are sold get reported in this category. Do NOT include dead animals, carcasses that are sold for research, or road kill.
³ Per MCL 287.338a(7), shelter animals may ONLY be transferred to other REGISTERED SHELTERS, law enforcement agencies, and certain service organizations. All other transactions are ADOPTIONS.
⁴ Per MCL 287.339a shelters must report the number of animals by category they euthanize each year. If you are separately reporting shelter and "owner requested" animals, then you MUST indicate below whether the number of "owner requested" euthanized animals are also included in your intake numbers.

E.

**CITY OF MIDLAND, MICHIGAN
2020 HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this _____ day of _____, 20____, by and between the CITY OF MIDLAND, a Michigan municipal corporation of 333 Ellsworth Street, Midland, Michigan, hereinafter referred to as "City", acting as Fiduciary Agent for the 2020 Homeland Security Grant Program (Fiduciary) and _____ (Political Subdivision), with a fiscal year end date of _____ (month) _____ (day).

WITNESSETH, THAT:

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2020 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, the City of Midland was elected and appointed Fiduciary for the 2020 Homeland Security Grant Program by the Region 3 Homeland Security Board on June 1, 2020; and the City of Midland accepted the position of Fiduciary and as a result entered into the 2020 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2020. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

1. **Definitions** The following words and expressions used throughout this agreement, whether used in singular or plural, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this agreement, the exhibits attached hereto and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding judgement deficiency, liability, penalty, fine, litigation, costs and/or expenses, including but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Fiduciary** means the City of Midland, a Michigan municipal corporation including, but not limited to, its Council, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
 - 1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as "party" or jointly as "parties".
 - 1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
 - 1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.
 - 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
 - 1.8. **2020 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 1, 2020 and ends May 31, 2023. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2020-SS-00044-S01.
2. **Agreement Exhibits** The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
 - 2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from June 1, 2020 re: approval of the 2020 Homeland Security Grant Program Fiduciary
 - 2.2. **Exhibit B:** 2020 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
 - 2.3. **Exhibit C:** FY 2020 HSGP Agreement Articles Applicable to Subrecipients
 - 2.4. **Exhibit D:** FY 2020 HSGP Equipment Ownership Agreement

3. Fiduciary Responsibilities

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2020 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at <https://www.ecfr.gov>
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

4. Political Subdivision Responsibilities

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2020 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.3.1. Operation of the equipment;
 - 4.3.2. Maintenance and repair of the equipment;

- 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;
- 4.3.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
- 4.3.5. Insurance, license, or title for the equipment, if required by law or if the Political Subdivision deems appropriate in its discretion;
- 4.3.6. Training for use of the equipment, if training is not included with the purchase of the equipment;
- 4.3.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with grant program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision through the completion of Exhibit D, Equipment Ownership Agreement.
- 4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, MSP-EMHSD and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with the applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including but not limited to the following provisions:
 - 4.10.1. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by Federal or State audit.

- 4.10.2. Retain all financial records, statistical records, supporting documentation and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
- 4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.
- 4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.
- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/compliance/laws/comp.dbra.htm>
- 4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.
- 4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> , specifically in the DHS Specific Acknowledgements and Assurances on page 1.

5. **Region 3 Planning Board Responsibilities** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make **recommendations** on matters of emergency management and homeland security to Political Subdivisions in the Region;
 - 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
 - 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by **Federal and State Homeland Security Program** requirements;
 - 5.4. Establish subcommittees to carry out its work;
 - 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
 - 5.6. Ensure that all grant projects are aligned to the appropriate FY 2020 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
 - 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.
6. **Duration of Interlocal Agreement**
- 6.1. The agreement and any amendments hereto shall be effective when executed by both parties with resolutions passed by the governing bodies of each party and shall end three (3) years from the date the grant program is closed or when terminated and/or cancelled pursuant to Section 8. The approval and terms of the agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each party.
7. **Liability/Assurances**
- 7.1. Each party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
 - 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
 - 7.3. Neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
 - 7.4. To the extent allowed by law, the City of Midland shall hold harmless the Political Subdivision for any claims arising as a result of the City of Midland's performance of, or failure to perform, any of its obligations under this agreement with the Political Subdivision or the FY 2020 Homeland Security Grant Agreement with the MSP-EMHSD.

- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless the City of Midland for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this agreement with the City of Midland.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.
- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this agreement. The persons signing this agreement on behalf of each party have legal authority to sign this agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2020 Homeland Security Grant Program Notice of Funding Opportunity.
8. **Termination and/or Cancellation of Agreement** Either party may terminate and/or cancel the agreement upon thirty (30) days' notice to the other party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries** Except as provided for the benefit of the parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination** The parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses** Each party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this agreement.

12. **Reservation of Rights** The agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the parties.
13. **Delegation/Subcontract/Assignment** Neither party shall delegate, subcontract and/or assign any obligations or rights under this agreement without the prior written consent of the other party.
14. **No Implied Waiver** Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any rights or remedies under this agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this agreement. No waiver of any term, condition, or provision in this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this. No waiver by either party shall subsequently affect its right to require strict performance of this agreement.
15. **Severability** If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this agreement. All other terms, conditions and provisions of this agreement shall remain in full force.
16. **Captions** The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **Notices** Any notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: City of Midland, Finance Department, 333 W. Ellsworth St., Midland, MI 48640
- 17.2. If notice is sent to the Political Subdivision, it shall be sent to: _____
- 17.3. Either party may change the address and/or individual to which notice is sent by notifying the other party in writing of the change.
18. **Governing Law** This agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

19. **Agreement Modifications or Amendments** Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and executed by both parties.

20. **Entire Agreement** This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF:

City of Midland:

EXECUTED by: _____ DATE: _____

PRINTED NAME and TITLE: _____

Political Subdivision: _____

EXECUTED by: _____ DATE: _____

PRINTED NAME and TITLE: _____

Region 3 Homeland Security Planning Board:

EXECUTED by: Randy Miller DATE: 3-22-21

PRINTED NAME and TITLE: Randy Miller, Chair R3 HSPB

**Michigan 3rd District Regional
Homeland Security Planning Board
June 1, 2020
Meeting Minutes**

Meeting called to order by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, June 1, 2020 at 1:31 P.M. Meeting was held virtually via GoToMeeting.

Roll Call:

Scott Rice (Alcona), Ryan Manz (Bay), Jeff Wilson (Genesee), Randy Miller (Huron), Ralph Boudreau (Iosco), Mary Piorunek (Lapeer), Michael Bowers (Ogemaw & Oscoda), Todd Hillman (Sanilac), Steve Anderson (Tuscola), Rob Kelly (Region 3 HCC)

Voting Members Absent:

Tori Rhoads (Alcona), Ed Rohn (Arenac & Iosco), James Mosciski (Arenac), Mike Cecchini (Bay), David Stamm (Genesee), Bob North (Gladwin), Mary Krohn (Huron), Denny Fitzpatrick (Lapeer), Jenifier Boyer (Midland), Nicole Swanton (Midland), Kevin Grace (Oscoda), Mark Przybylski (Saginaw), Cari Hillman (Saginaw), Kathy Pokorski (Tuscola)

Non-Voting Members Present:

Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), Lt. Tim Ketvirtis (MSP-EMHSD, District 2 North Coordinator), Mark Laux (MFD/RRT #31), Dick Ripke (Midland CCP), Melissa Upper (Region 3 Planner)

Non-Voting Members Absent:

Lt. Michael deCastro (MSP-EMHSD, District 7 Coordinator)

Others Present: N/A

Introductions:

Lt. Charles Barker was introduced as Region 3's new district coordinator. He has been with the State for 20 years and was last stationed at the Flint Post. He has already been assisting with the flooding incident. Randy Miller thanked Lt. Ketvirtis and Lt. deCastro with their assistance to the Region.

Public Comments:

Ed Rohn resigned from Arenac County last Friday and will be resigning from Iosco County effective Wednesday at their board of commissioner's (BOC) meeting. At this time, contact Ralph Boudreau for Iosco County HSPB issues and the Arenac County BOC chair for Arenac County issues.

Minutes of the April 27, 2020 R3HSPB Meeting:

Motion 2020-0036 -- Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the minutes of the April 27, 2020 HSPB meeting as presented.

Ayes: Rice, Manz, Wilson, Miller, Boudreau, Piorunek, Bowers, Bowers, Hillman, Anderson, Kelly

Ayes: 11 Nays: 0 Motion carried.

Election of Board Officers:

Motion 2020-0037 – Motion by Todd Hillman, seconded by Ryan Manz to leave the executive board as it is until the next in-person meeting. Roll call vote.

Ayes: Rice, Manz, Wilson, Boudreau, Bowers, Bowers, Hillman, Anderson, Kelly

Ayes: 9 Nays: 0 Motion carried.

FY 2017 HSGP Fiduciary Report:

Shortly after the last board meeting, FEMA extended the performance period of the entire FY 2017 grant through the end of December 31st. Thus, many of the backup projects and swaps previously discussed will no longer be needed, as projects in danger of not being completed on time now have an additional seven months. Melissa recommended that the funding of all the partial projects stand, but the backup law enforcement projects and the four projects that were to be swapped with other grant year projects (the projects highlighted in pink) are no longer needed, as they are guaranteed funding under other grant years. However, there is still a little over \$27,000 remaining to be reallocated. Melissa also recommended returning the funds to Sanilac County for their fit testing project in the amount of \$15,280 that they surrendered at the last meeting due to needing more time to complete this project.

Motion 2020-0038 – Motion by Mike Bowers, seconded by Ralph Boudreau, to approve the reallocation of FY 17 funds to Sanilac County for Fit Testing Equipment in the amount of \$15,280.00. Roll call vote.

Ayes: Rice, Manz, Wilson, Miller, Boudreau, Piorunek, Bowers, Bowers, Hillman, Anderson, Kelly

Ayes: 11 Nays: 0 Motion carried.

This leaves \$11,754 in funds unallocated. As Iosco County is now serving as the grant fiduciary for an additional seven months, Melissa recommended awarding additional funds to complete their airport fencing project to which they were putting much of their M&A allocation.

Motion 2020-0039 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 17 project of Iosco County Airport Fencing for \$4,420.39. Roll call vote.

Ayes: Rice, Manz, Wilson, Miller, Boudreau, Piorunek, Bowers, Bowers, Hillman, Anderson, Kelly

Ayes: 11 Nays: 0 Motion carried.

This leaves a little more than \$7,300 unallocated. The Gladwin/Beaverton PD Repeaters project in the amount of approximately \$3,600 could be removed from the backup list, as it will be funded with the LETPA's allocation under another grant year. This would free up some additional funding for a total of just under \$11,000. One idea Melissa shared to spend down the grant was to allocate all remaining funds to the RRT and then remove that same amount from the RRT's FY 18 allocation and distribute those funds equally to each county under the FY 18 grant. This per county amount would only be about \$780 each if the Gladwin/Beaverton PD Repeaters project were removed from the backup list and \$523 if it remained on the list. Mark Laux agreed that this would be fine with the RRT. This would be an easy way to use up the funds. However, there are still two approved backup projects that don't have firm totals yet, so the final, unallocated amount of funds will change. Melissa is concerned that some of the other incomplete county projects will have some remaining funds, as well. Due to poor internet connections, discussion of any remaining FY 17 funds will be held at the next meeting.

Motion 2020-0040 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the Iosco County FY 17 project of Iosco County Airport Fencing for all of Iosco County's remaining allocation. Roll call vote.

Ayes: Manz, Wilson, Miller, Boudreau, Piorunek, Bowers, Bowers, Hillman, Anderson, Kelly

Ayes: 10 Nays: 0 Motion carried.

FY 2018 HSGP Fiduciary Report:

Each county was allocated \$1,500 in conference funds from the FY 18 grant. Reallocating these funds to each county may be something to consider as some counties have already canceled all conference attendance for the next several months.

FY 2019 HSGP Fiduciary Report:

Several FY 19 sub-recipient agreements still need to be completed. Please contact Melissa if you need the paperwork again. A jurisdiction cannot move forward with its projects until the signed agreement has been received by the City of Midland.

FY 2020 HSGP Update:

The details of the FY 20 grant should be coming out sometime in September. The City of Midland has agreed to stay on as the fiduciary.

Motion 2020-0041 – Motion by Steve Anderson, seconded by Ralph Boudreau, to approve the City of Midland as the FY 20 fiduciary. Roll call vote.

Ayes: Rice, Manz, Wilson, Miller, Boudreau, Bowers, Bowers, Hillman, Anderson, Kelly

Ayes: 10

Nays: 0

Motion carried.

Critical Infrastructure Scoring:

The critical infrastructure scoring requirements that were due this August have been pushed back to August 2021. The scoring requirements originally due in August 2021 will still need to be completed as planned.

Committee Reports:

HCC – Rob Kelly reported that dental offices and private practice doctors' offices are not on the list to receive PPE from the region going forward. These offices will be provided with spreadsheets containing information on where to buy the equipment online themselves. Many of these offices are not happy, as they had donated all their PPE and now need it.

RRT – Mark Laux reported that the team received no calls for response during the flooding. They have not been able to attend or hold any trainings but are eager to get back to it.

IMT – Ryan Manz reported that a couple of team members went to Saginaw and one member went to Gladwin to assist with developing IAPs for the flooding events. The team will continue to assist both communities remotely if needed.

LEPTA – Ralph Boudreau had nothing to report.

CCP – Mary Piorunek had nothing to report.

Aux Comm – Aux Comm will be meeting virtually on the 2nd at 10 am.

Public Alerting – Mary Piorunek had nothing to report.

MSP/EMHSD – Lt. Ketvirtis reported that long-term care testing will continue through the end of June. Every weekend there will be 5-8 new drive-thru testing sites stood up throughout the state. This will be on short notice for the local health departments and emergency management programs. The district coordinators will provide the PPE and the local health departments will get those test kits back to the State for processing.

Lt. Ketvirtis, Lt. deCastro, and Lt. Barker have been involved with Iosco and Arenac Counties and will be for the next couple of weeks.

The SEOC is monitoring all the protests in the state and a MI CIMS incident was created. Send any information on protest events in your area to the DCs so they can pass the information along to MIOC. A number of troopers are being deployed to support jurisdictions in this matter.

Lt. Ketvirtis thanked the fire departments, police departments, EMS centers, and 911 centers for the SE Johnson donation kits. Steve, Ryan, and Jen should be receiving these kits today. The kits will need to be distributed to the first responder facilities. Randy has a trailer that will be available to aid in the distribution.

Unfinished Business: N/A

New Business:

Melissa sent out inventory reports this morning. This is an annual update that is required by EMHSD. This inventory includes only HSGP-funded projects that cost \$5,000 or more per unit. On the report, please indicate the current status of each piece of equipment and highlight any updates or corrections that were made. The form needs to be signed and returned to Melissa by July 24th, as she needs to compile all the information and submit it to EMHSD by July 30th.

The July meeting will be canceled. The next meeting will be August 3rd.

Richard Ripke shared that responses to the dam failure went well. All counties affected by the flooding did well on their response and no lives were lost.

Iosco County has a PPE resource request submitted on MI CIMS. Ed Rohn was the contact point on this request. Ralph can contact the DCs for assistance with this.

Staff Report: N/A

Other: N/A

Announcements: N/A

Adjournment:

Meeting adjourned at 2:15 P.M.

Respectfully Submitted,
Melissa Upper

Michigan State Police

Emergency Management and
Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
City of Midland	Fiscal Year 2020 Homeland Security Grant Program	97.067
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004711	EMW-2020-SS-00044-S01	9/11/2020
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
07-840-0496		09/01/2020 05/31/2023
RESEARCH & DEVELOPMENT		
N/A	Funding	Total
	Federal Funds Obligated by this Action	\$840,227
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$840,227
None on file	Total Amount of Federal Award	\$13,631,755
FEDERAL AWARD PROJECT DESCRIPTION		
Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)		
DETAILS		
Funding requirements are found on page 2 (Section III) of the grant agreement.		
FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2020 Homeland Security Grant Program Grant Agreement

September 1, 2020 to May 31, 2023

CFDA Number: 97.067 Grant Number: EMW-2020-SS-00021

This Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

CITY OF MIDLAND
(hereinafter called the Subrecipient)

I. Purpose

The FY 2020 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2020 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2020 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2020 SHSP investments, support capability targets established in the THIRA and gaps identified in the SPR, and align to projects specifically approved by the Recipient.

Subrecipients must take a regional approach when determining the best use of FY 2020 HSGP funds. Subrecipients must consider the needs of local units of government, tribal governments, the private sector, and nonprofit and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities.

II. Statutory Authority

Funding for the FY 2020 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020*, (Public Law No. 116-93).

The Subrecipient agrees to comply with all FY 2020 HSGP program requirements in accordance with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the FY 2020 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2020 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>, select Title 2.
2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

- A. The **City of Midland**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **\$840,227** under the FY 2020 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2020 HSGP covers eligible costs from September 1, 2020, to May 31, 2023.
- C. HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least **\$210,057** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at <http://www.fema.gov/national-planning-frameworks>. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2020 HSGP.
- E. The FY 2020 HSGP includes the following four national priority area funding requirements:
 - 1) Enhancing cybersecurity (including election security);
 - 2) Enhancing the protection of soft targets/crowded places (including election security);
 - 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
 - 4) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least \$42,012 of award funds must be dedicated towards enhancing cybersecurity, at least \$42,012 must be dedicated towards the protection of soft targets/crowded places (including election security), and at least \$42,012 must be dedicated towards addressing emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2020 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of \$420,113 of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. A definition of personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of five percent (5%) of awarded funds, \$42,011, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. M&A allowable costs are defined in the *FY 2020 Homeland Security Grant Program Notice of Funding Opportunity*, and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2020 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2020 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2020 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

- K. A portion of FY 2020 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a

reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- B. Refer to the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2020 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2020 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
 - 1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
 - 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 - 3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2020 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 - 4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to PO box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsdor by emailing EMD_HSGP@michigan.gov.

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2020 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.
6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.
8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.
10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://beta.SAM.gov>.
13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.
15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit

one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2020, to May 31, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant 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 of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Midland
Subrecipient Name

07-840-0496
Subrecipient's DUNS Number

David A. Keenan
Printed Name

Assistant City Manager
Title

David A. Keenan
Signature

Digitally signed by David A. Keenan
DN: cn=David A. Keenan, o=City of
Midland, ou=Local Unit of Government,
email=ckeenan@midland.mi.org, c=US
Date: 2021.01.11 14:29:38 -0500

01/11/2021
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney, Commander
Printed Name

Deputy State Director, Emergency
Management and Homeland Security Division
Title


Signature

10/15/2020
Date

For the Regional Board

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the City of Midland to act as the Fiduciary Agent on behalf of the regional board for the FY 2020 HSGP.

Randy Miller
Printed Name

Regional Board Chair
Title


Signature

1-12-21
Date

**Agreement Articles Applicable to Subrecipients
Fiscal Year 2020 Homeland Security Grant Program**

- Article I. Summary Description of Award**
The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.
- Article II. Disposition of Equipment Acquired Under the Federal Award**
When original or replacement equipment acquired under this award by subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from the Recipient to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.
- Article III. Acceptance of Post Award Changes**
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
- Article IV. Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article V. Whistleblower Protection Act**
Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.
- Article VI. Use of DHS Seal, Logo and Flags**
Subrecipients must obtain permission, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article VII. USA Patriot Act of 2001**
Subrecipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.
- Article VIII. Rehabilitation Act of 1973**
Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- Article IX. Trafficking Victims Protection Act of 2000**
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.
- Article X. Terrorist Financing**
Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- Article XI. SAFECOM**
Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article XII. Debarment and Suspension**
Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article XIII. Copyright**
Subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article XIV. Civil Rights Act of 1964 - Title VI**
Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- Article XV. Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
- Article XVI. Americans with Disabilities Act of 1990**
Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).
- Article XVII. Age Discrimination Act of 1975**
Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XVIII. Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX. Acknowledgment of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XX. DHS Specific Acknowledgements and Assurances

All, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate MSP officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XXI. Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance subrecipients must complete the assurances applicable to their program as instructed by MSP. Please contact MSP EMHSD if you have any questions. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIII. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV. Non-supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

- Article XXV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
 It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article XXVI. National Environmental Policy Act**
 Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article XXVII. Lobbying Prohibitions**
 Subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article XXVIII. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
 Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article XXIX. Hotel and Motel Fire Safety Act of 1990**
 In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).
- Article XXX. Fly America Act of 1974**
 Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
- Article XXXI. Federal Leadership on Reducing Text Messaging while Driving**
 Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXII. Federal Debt Status
Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII. False Claims Act and Program Fraud Civil Remedies
Subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXIV. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXV. Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVI. Drug-Free Workplace Regulations
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXVII. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXVIII. Acknowledgement of Federal Funding from DHS
Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIX.

Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.. In order to initiate an EHP review of your project, you must complete an alignment and allowability form and submit it to EMD_HSGP@michigan.gov. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify MSP EMHSD.

Region 3 FY 2020 Homeland Security Grant Program

Equipment Ownership Agreement

Federal Award #97.067 Grant #EMW-2020-SS-00044-S01



The following equipment was purchased by _____ (JURISDICTION) and reimbursed with FY 2020 Homeland Security Grant Program (HSGP) funds.

Item Description	Acquisition Cost	Qty	Serial/Model #	Location Where Equipment is Stored

**Attach a separate list if more space is needed. Total Project cost: _____ Total Reimbursed by HSGP: _____

JURISDICTION understands that this equipment has been funded with 2020 HSGP funds and agrees to the following:

- 1) Equipment will be used in accordance with 2020 HSGP Notice of Funding Opportunity guidance.
- 2) **JURISDICTION** is responsible for any costs, fines, or fees associated with misuse or ineligible use of equipment.
- 3) Equipment must be kept to current national standards for readiness. Costs for insurance, title, license, maintenance, repairs, and other costs of use will be the responsibility of **JURISDICTION**.
- 4) Equipment will be prominently marked as "Purchased with HSGP funds."
- 5) **JURISDICTION** must complete disposition paperwork with EMHSD before any HSGP-funded equipment can be sold, transferred, or otherwise disposed of. All equipment documentation must be maintained for at least 3 years following the date of disposition.
- 6) Any equipment intended to be transferred out of Region 3 must first have the approval of the R3HSPB.
- 7) The cost of the equipment will be listed on **JURISDICTION'S** Schedule of Expenditures of Federal Awards (SEFA).
- 8) Equipment will be made available upon request to State and Federal auditors.
- 9) It is understood that the equipment is a regional asset and must be made available to other Region 3 agencies if requested and available. Only trained operators will use this piece of equipment.
- 10) **JURISDICTION** is bound to all terms and conditions specified in the 2020 HSGP Subrecipient Agreement.

By accepting this equipment, **JURISDICTION** accepts sole responsibility for the equipment and agrees to return funds if equipment is discovered to be used improperly or determined not eligible by State or Federal Auditors.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the jurisdiction he or she represents. The individual signing below certifies that the equipment received is in good order and meets the required specifications.

Jurisdiction

Mailing Address

Printed Name of Jurisdictional Representative

Title

Signature, Jurisdictional Representative

Date

Signature, Melissa D. Upper (Region 3 Fiduciary Agent)

Date

Region 3 FY 2020 Homeland Security Grant Program Transfer of Ownership Agreement

This page is reserved for use by the **JURISDICTION** for Transfer of Ownership down to the equipment user. This section is hereby referred to as the "Transfer of Ownership Agreement."

This Transfer of Ownership Agreement should be attached to the Equipment Ownership Agreement and an Invoice of Referenced Equipment when the entity signing the Equipment Ownership Agreement is not the actual user of the equipment.

The individual or official executing this Transfer of Ownership Agreement certifies that by his/her signature he/she is authorized to sign this Transfer of Ownership Agreement and bind the user of the equipment to the same terms and conditions of the Equipment Ownership Agreement.

This Transfer of Ownership Agreement (TOA) is executed by

_____ (JURISDICTION) on _____ (Date)

Make/Model of Equipment: _____

Serial Number(s): _____

Jurisdiction Receiving Equipment: _____

Printed Name of Individual Receiving Equipment: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Location Where Equipment Will Be Stored, (if different than above): _____

Signature of individual receiving equipment

Date



Kohl Farms Agritourism, LLC. F.
Physical: 5775 Colwood Rd. Unionville, MI
Mailing: 3062 Hobart Rd. * Gageton, MI 48735
(989) 665-0925 * www.kohlfarmsmi.com

April 6, 2021

Tuscola County Board of Commissioners:

I, along with my Husband Ryan and our family, own and operate Kohl Farms Agritourism, LLC in Tuscola County. We have operated this business for 6 seasons and have plans to move the business a short two miles as Colwood Road sees much more traffic. This move will enable us to expand our operation, hire more employees, and will allow us to have future growth potential. Our business project has a multiple parts: Moving an existing building, remodeling a garage into a kitchen, and building an animal barn. I am writing this letter to you due to some issues we are currently having with SCMCCI and the Tuscola County Health Department.

I submitted a plan review to the TCHD on February 19. The review was completed on Feb 24 and returned to me for more information. I then re-submitted the review with the requested information on March 15. The review was then sent back for different additional information on March 16th. I also submitted a building plan and permit application to SCMCCI and they told me they would not approve their part until the TCHD had given me approval. The second request from TCHD had a note that SCMCCI will need to assess if my donut fryer needs a hood. We used the donut fryer all of the 2020 season without a hood and TCHD inspected it multiple times.

On February 22, I verbally spoke with an inspector from SCMCCI. I discussed the entire project with him. He told me that if I don't pull a commercial permit for my projects I could be liable in the future. His statement was a dark cloud over me for months. I felt fearful of what could happen if I didn't get commercial permits.

On April 5, I spoke with the inspector again in regards to a ventilation hood over our two residential electric stoves. He told me that since it is a commercial project he would only be able to approve a commercial hood. I tried to discuss options and he told me I should think about going back to what I had been doing and take "baby steps" on the rest. I need stoves in order to operate with my current menu. We have been operating under temporary food licenses with two electric residential stove/ovens and NO ventilation hood. This is where the kitchen project took a screeching halt.

On April 6, I spoke with another person from SCMCCI to discuss the building permit if we go back to getting temporary food licenses. I explained that we still plan to remodel a garage into a kitchen with a walk up window for customers to purchase items to enjoy while visiting our farm. Also, on April 6, I finally decided to discuss the liability issue with my insurance agent. I was told that it is very uncommon for commercial permits to have anything to do with claims or lawsuits. I will follow up with my lawyer on this topic as well.

As time went by we lost our electrician and are on the verge of losing our builder. This process has been frustrating to say the least. I have spent hours and hours working on drawings and paperwork for the TCHD and SCMCCI. We are zoned agriculture and have an ag based business. I still decided it would be best to apply for licensing and permits before any work was done on the projects, my intentions were honest and good. I now feel defeated, distraught, disgusted with the process and honestly feeling a bit lost. We have invested a lot into our business and planned to invest much more with this move. I do not feel there should be this much red tape in the process to open, move or remodel a business in Tuscola County.

This is a condensed letter of what has happened - if anyone has further questions, comments, concerns or would like any copies of paperwork, please do not hesitate to contact me at my cellphone number below or email above.

Thank you for your time,

Amanda Kohl
Owner - 989-737-2086

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of August, 2019, by and between TUSCOLA COUNTY, a Michigan public body corporate ("COUNTY"), of 125 W. Lincoln Street, Caro, MI 48723, and CLAYETTE ZECHMEISTER ("MS. ZECHMEISTER"), both of whom understand as follows:

WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of MS. ZECHMEISTER as Controller/Administrator of the COUNTY ("Controller/Administrator") in accordance with the provisions MCL 46.11(o) and MCL 46.13b; and

WHEREAS, MS. ZECHMEISTER desires to accept employment as the Controller/Administrator of the COUNTY in accordance with the provisions of MCL 46.11(o) and MCL 46.13b.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **DUTIES**. The COUNTY agrees to employ MS. ZECHMEISTER as the Controller/Administrator of the COUNTY to act as the agent of the Tuscola County Board of Commissioners in managing COUNTY affairs; to act as the chief financial-accounting officer of the COUNTY; to act as the chief administrative officer of the COUNTY; and to perform any other legally permissible and proper duties as the Tuscola County Board of Commissioners shall from time to time assign to MS. ZECHMEISTER and as set forth in the job description for the position, a copy of which is attached hereto as Exhibit A.

2. **COMPENSATION.**

(A) For the performance of the duties of Controller/Administrator, the COUNTY agrees to pay MS. ZECHMEISTER a base annual salary of EIGHTY-SEVEN THOUSAND SEVEN HUNDRED FORTY and 00/100 (\$87,740.00) DOLLARS effective June 15, 2019 at 12:00 a.m. and for 12 months thereafter. The salary will be payable at the same time as other employees of the COUNTY are paid.

(B) The COUNTY agrees to increase MS. ZECHMEISTER's base annual salary effective June 15, 2020 for the remaining 12 months of this Agreement by the percentage increase given to non-union employees of the COUNTY for fiscal year 2020.

3. **TERM OF AGREEMENT.** The term of this Agreement is two (2) years. The Agreement shall expire by its terms on June 14, 2021. However, this Agreement may be terminated prior to its expiration date as set forth in Paragraphs 4 and 5 of this Agreement. The parties agree to discuss possible renewal of this Agreement at least sixty (60) days prior to its expiration. If the Agreement is not renewed or if the parties are unable to reach a new agreement prior to the expiration of the term of this Agreement, MS. ZECHMEISTER will continue to be employed as Controller/Administrator until such time as she is removed from the position pursuant to the provisions of MCL 46.13b.

4. **TERMINATION/REMOVAL.**

(A) The COUNTY and MS. ZECHMEISTER agree that pursuant MCL 46.11(o) and MCL 46.13b, MS. ZECHMEISTER serves at the pleasure of the Tuscola County Board of Commissioners and that MS. ZECHMEISTER may be terminated "at will" and removed from the position of Controller/Administrator at any time during the term of this Agreement for any

reason by a 2/3 vote of the members of the Tuscola County Board of Commissioners (i.e., 4 out of the 5 members of the Board of Commissioners).

(B) The COUNTY and MS. ZECHMEISTER further agree that MS. ZECHMEISTER may also be removed if, in the opinion of a majority of the members of the Tuscola County Board of Commissioners, MS. ZECHMEISTER is incompetent to execute properly the duties of the office or if, on charges and evidence, the Tuscola County Board of Commissioners is satisfied that MS. ZECHMEISTER is guilty of official misconduct, or habitual or willful neglect of duty, and if the misconduct or neglect is a sufficient cause for removal, and if the procedural requirements set forth in MCL 46.11(n) are followed.

5. **RESIGNATION.**

(A) MS. ZECHMEISTER may terminate this Agreement during its term and voluntarily resign her employment as Controller/Administrator. However, before voluntarily resigning from her employment with the COUNTY under this Agreement, MS. ZECHMEISTER agrees to give the COUNTY not less than thirty (30) days notice in writing of her intention to resign unless the parties otherwise agree in writing.

(B) If MS. ZECHMEISTER fails to provide thirty (30) days notice of her resignation, she will not be entitled to be paid for any credited but unused vacation days.

(C) If MS. ZECHMEISTER resigns from her employment with the COUNTY (whether or not 30 days notice is provided), she shall not be entitled to the severance pay or health insurance continuation described in Paragraph 6(A) of this Agreement.

6. **SEVERANCE PAY.**

(A) Except as otherwise provided below, if MS. ZECHMEISTER is terminated by the

COUNTY without cause (as "cause" is defined in Paragraph 6(B) of this Agreement), she shall receive a lump sum severance payment equal to three (3) months of base salary and the COUNTY shall continue to pay for MS. ZECHMEISTER's health insurance for a period of three (3) months after MS. ZECHMEISTER's last day of work. The COUNTY shall also pay MS. ZECHMEISTER all credited but unused vacation leave in the event of termination without cause.

(B) In the event that MS. ZECHMEISTER is terminated for cause, MS. ZECHMEISTER shall not be entitled to severance pay of any kind, shall not be entitled to continued health insurance, and shall not be entitled to payment of credited but unused vacation leave. "Cause" as used in this Agreement means termination due to active substance abuse, job-related misconduct, embezzlement of COUNTY funds or conviction of any crime which may tend to disgrace the COUNTY. "Cause" also includes termination pursuant to Paragraph 4(B) of this Agreement.

(C) The severance payment and health insurance continuation referenced in Paragraph 6(A) of this Agreement is expressly conditioned upon MS. ZECHMEISTER's execution of a general release of all claims at the time of her termination, which releases and waives any and all claims of any nature, with the sole exception of workers' disability compensation claims, that she may have against the COUNTY, its agents, its employees and/or the Tuscola County Board of Commissioners that arise out of or relate in any way to her employment or separation or termination from employment with the COUNTY.

7. **HOURS OF WORK**. In consideration of the salary and benefits provided in this Agreement, MS. ZECHMEISTER agrees that she shall work whatever hours are necessary in the

performance of the duties and functions of Controller/Administrator. The position of Controller/Administrator is an exempt position such that MS. ZECHMEISTER will not be entitled to extra compensation, overtime, compensatory time, or administrative time for any hours worked outside of the normal business hours of the COUNTY.

8. **BENEFITS.** MS. ZECHMEISTER shall be entitled to receive all benefits extended from time to time to non-union, full-time employees of the COUNTY as set forth in the Tuscola County Personnel Manual and subject to any limitations contained therein. To the extent there are any differences between this Agreement and the benefits set forth in the Tuscola County Personnel Manual, this Agreement shall control.

9. **OTHER TERMS AND CONDITIONS AND PERFORMANCE.**

(A) **Evaluation.** The County Board of Commissioners shall fix the terms and conditions of employment, from time to time, as it may determine in direct relationship to the merit and performance of MS. ZECHMEISTER, while in the position of Controller/Administrator of the COUNTY, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement. The COUNTY may annually and/or from time to time conduct an evaluation of MS. ZECHMEISTER's performance as Controller/Administrator.

(B) **Conduct.** MS. ZECHMEISTER agrees that in performing the duties of Controller/Administrator, she is a visible and public representative of the COUNTY and she shall at all times conduct herself in a professional manner.

10. **INDEMNIFICATION.** The COUNTY shall defend, save harmless and indemnify MS. ZECHMEISTER from any contract claim, tort claim, liability claim or any other

legal action or claim of any kind arising out of MS. ZECHMEISTER's good faith performance of the duties of Controller/Administrator.

11. **BONDING.** The COUNTY shall bear the full cost of any fidelity or other bonds required of MS. ZECHMEISTER under any law, statute or ordinance.

12. **PROFESSIONAL DEVELOPMENT.** The COUNTY hereby agrees to pay for the travel and subsistence expenses of MS. ZECHMEISTER for professional and official travel, meetings, institutes, seminars and occasions mutually determined by the COUNTY and MS. ZECHMEISTER to be reasonable and necessary for the continued professional development of MS. ZECHMEISTER and to adequately pursue necessary official and other functions for the COUNTY. It is further agreed that MS. ZECHMEISTER need not use vacation or personal leave in order to attend meetings and serve on professional boards and committees where MS. ZECHMEISTER's attendance and service is beneficial to the public interest and/or MS. ZECHMEISTER's professional development as Controller/Administrator.

13. **ARBITRATION.** Any dispute, matter or controversy involving claims of monetary damage and all claims relating to the termination of employment, including any allegations of a violation of state or federal law, shall be finally determined by arbitration in the County of Tuscola, Michigan, before a mutually agreed upon arbitrator. The arbitration shall be conducted in accordance with the employment arbitration rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding, and judgment thereon may be entered in a court of competent jurisdiction.

14. **GENERAL PROVISIONS.**

(A) Where appropriate, any reference to the term "COUNTY" shall refer to the

Tuscola County Board of Commissioners.

(B) Any salary or other compensation of MS. ZECHMEISTER provided for herein is subject to federal, state and local withholding laws.

(C) This Agreement shall constitute the entire Agreement between the parties and shall supersede and replace any prior agreements between the parties, either written or oral. This Agreement may not be changed or modified unless in writing signed by both parties.

(D) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MS. ZECHMEISTER.

(E) If any provision of this Agreement is in conflict with any applicable constitution, statute, rule of law, regulation or is otherwise unenforceable for any reason whatever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separate from and shall not invalidate any other provision of this Agreement.

(F) This Agreement shall be effective June 15, 2019 at 12:00 a.m. and, unless otherwise indicated, the terms of this Agreement shall be retroactive to the effective date.

TUSCOLA COUNTY BOARD OF COMMISSIONERS

By:


Thomas Bardwell, Chairperson


Clayette Zechmeister

CONTROLLER/ADMINISTRATOR JOB DESCRIPTION

General Statement of Duties

This position is under the direction of and reports to the Board of Commissioners (BOC). The position is an "at will", exempt position that serves at the pleasure of the BOC. The Controller-Administrator (CA) acts as an agent for the BOC in managing county affairs. This is the highest level professional administrative-managerial position for the county. The CA is both the chief financial-accounting officer and the chief administrative officer. The duties of the CA require excellent leadership, financial, analytical, problem solving, managerial-supervisory, organizational, planning, and written-verbal communication skills.

Chief financial accounting officer duties of the CA include but are not limited to: having charge and supervision of all accounts and accounting of every office, officer and department of the county, assuring that a proper system of accounting is in place including a general ledger that records assets-liabilities of all funds, overseeing accounts payable and payroll operations, leading the development of the annual budget and comprehensive annual financial report (audit), reporting county financial condition to the BOC, overseeing central purchasing and fringe benefit programs, conducting multi-year financial planning, and analyzing state-federal bills to determine the impacts on county finances.

Chief administrative officer duties of the CA include but are not limited to: supervising the operation and performance of non-elected departments and heads of departments; identifying, researching and gathering information to solve problems, assisting with labor negotiation, keeping the BOC updated on numerous issues, overseeing county property-liability and other insurance risk management programs, assisting with grant administration, responsibility for maintenance of all county buildings, acting as liaison between the county and its legal counsel, local-state-federal government and elected-appointed officials, and preparing BOC and committee agendas and consent agenda motions.

Distinguishing Features of the Position

As the chief financial-accounting officer duties of the CA include but are not limited to:

- a) Develops and implements the county's budget according to the Uniform Budgeting and Accounting Act
- b) Ensures that a system of accounting is installed and properly kept with respect to all departments and funding units following the Uniform Chart of Accounts
- c) Examines regularly the books and accounts of all county funded operations and reports findings to BOC
- d) Retains a general ledger showing at all times the assets and liabilities of the county and all of its accounts-funds
- e) Operates a centralized purchasing system for all purchases of county funded goods and services
- f) Oversees the preparation of the payroll and accounts payable
- g) Reports on overall county financial health, including planning for future revenues-expenditures and monitoring any increasing demands for funds or declines in revenue
- h) Assures that an Annual Comprehensive Financial Report (Audit) of county finances is prepared in compliance with Generally Accepted Accounting Principles and presented to the BOC
- i) Analyzes numerous financial proposals including millage requests and if necessary prepares alternative-recommendations for commissioner review and consideration
- j) Works with bond attorneys regarding issuing bonds and other financing proposals and explains county financial standing to bond rating agencies
- k) Analyzes pending and new legislation for impacts on the county's financial and operational health
- l) Serves as the liaison between the county and its outside accounting firm to ensure that the county is in compliance with state-federal financial regulations

As the chief administrative officer duties of the CA include but are not limited to:

- a) Supervises the operation and performance of non-elected departments and heads of departments and with the approval of BOC appoints and removes non-elected department heads
- b) Oversees all county human resource operations including fringe benefit programs: health insurance, life insurance, deferred compensation, workers' compensation, disability, pension programs, open enrollment and extensive federal-state reporting requirements, etc.
- c) Identifies, researches, gathers information and makes recommendations to solve problems
- d) Keeps the BOC and others updated regarding numerous issues and other matters impacting the county
- e) Assists in overseeing labor negotiations and cost analysis of union proposals for labor attorneys
- f) Oversees the acquisition and maintenance of all county property, liability and other insurance programs
- g) Oversees the acquisition, development and maintenance of all county buildings and equipment
- h) Coordinates with county legal counsel to ensure that the county is adequately defended against liability claims and is operating in compliance with state-federal law, in addition to, obtaining legal opinions when necessary
- i) Serves as the liaison between the county and local-state-federal government to coordinate the delivery of shared services or operations
- j) Serves as the BOC's liaison with the elected officials-judges regarding their operations
- k) Coordinates the various activities of the county and unifies the management of its affairs
- l) Prepares agendas and attends BOC and committee meetings
- m) Prepares potential consent agenda motions and motions for BOC action
- n) Assists with grant administration
- o) Prepares or supervises the preparation and filing or submission of all reports required of the county by law, and all financial or grant applications authorized by the BOC for the benefit of the county functions
- p) Other duties as assigned by the BOC and as required by law

Training, Skills and Experience Required

Required training, skills and experience of the CA include but are not limited to:

- a) Ten years of experience in management, accounting, business or finance preferably in county or other local government setting. Bachelor's degree in public administration or other related fields preferred.
- b) Proven leadership, organizational and planning capabilities preferably in a county or other local government setting
- c) Ability to analyze and creatively solve problems and make decisions preferably in a county or other local government setting
- d) Highly effective written and verbal communication skills preferably in a county or other local government setting
- e) Self-Starter, team player, tactful and courteous with good judgement
- f) Thorough knowledge of the principles and practices of modern personnel and financial administration

Physical Requirements of the Position

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate with others in person and on the telephone. The employee is required to view and produce written reports. The employee frequently is required to stand, walk, and use hands to finger, or feel, and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move items of light to moderate weights.

Health Screening Form

To Be Completed Before Entering
ANY Office



To use a QR Code:

1. Open the camera app.
2. Point the camera at the QR code.
3. Once the device recognizes the code a link will appear at the top of your screen.
4. Tap the link that appears on your screen to view and submit the health screening form.

**Paper forms are available upon request

Tuscola County Office of the Admin/Controller

COVID-19 Health Screening

* Required

Name *



Your answer

In the last 14 days have you been in contact with anyone who has tested positive to COVID 19? *

Yes

No



In the last 14 days, have you developed any of the following symptoms that are new/different/worse from baseline of any chronic illness? *

	Yes	No
Subjective fever (felt feverish):	<input type="checkbox"/>	<input type="checkbox"/>
New or worsening cough:	<input type="checkbox"/>	<input type="checkbox"/>
Shortness of breath or difficulty breathing:	<input type="checkbox"/>	<input type="checkbox"/>
Loss of smell or taste:	<input type="checkbox"/>	<input type="checkbox"/>

In the last 14 days, have you developed any of the following symptoms that are new/different/worse from baseline of any chronic illness? *

	Yes	No
Chills	<input type="radio"/>	<input type="radio"/>
Headache	<input type="radio"/>	<input type="radio"/>
Sore throat	<input type="radio"/>	<input type="radio"/>
Muscle aches	<input type="radio"/>	<input type="radio"/>
Vomiting	<input type="radio"/>	<input type="radio"/>

Diarrhea

DISCLAIMER. This screening tool is subject to change based on the latest information on COVID-19

If you answer YES to any of the above questions OR YES to two or more of the symptoms listed. OR your temperature is 100.4 F or higher, please do not go into work. Contact your supervisor immediately. You may be required to self-isolate at home and contact your primary care physician's office for direction.

You should isolate at home until you are fever free for at least 24 hours, your symptoms are improving, and it has been at least 10 days since symptoms first appeared or per guidance of your local health department or healthcare provider.

o If diagnosed as a probable COVID-19 or test positive, call your local health department and make them aware of your diagnosis or testing status.

In the past 14 days, have you: *

Yes

No

Had close contact with an individual diagnosed with COVID-19?

Have you been told by the health department or your healthcare provider to self-isolate or self-quarantine?

Have you traveled internationally or taken a cruise?

If you answer YES to any of these questions, please do not go into work. Please contact your supervisor immediately and you may be required to self-quarantine at home for 14 days and to contact your primary care physician's office if you have symptoms or have had close contact with an individual for evaluation. If you are given a probable diagnosis or test positive call your local health department to ensure they are aware.

I certify I am the person named above and that the information that I have provided is accurate.

Page 1 of 1

Submit

Never submit passwords through Google Forms.

This form was created inside of Tuscola County. [Report Abuse](#)





Only Enter This Building If You:

- **Are a healthy visitor**
- **Have an appointment**
- **Are an employee**

All Others:

If you have COVID-19 symptoms, please contact a health care provider.

If you have severe or life-threatening symptoms, please call 911 and proceed to the nearest emergency department.

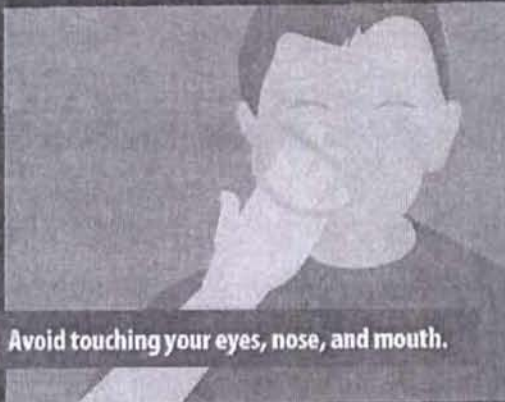
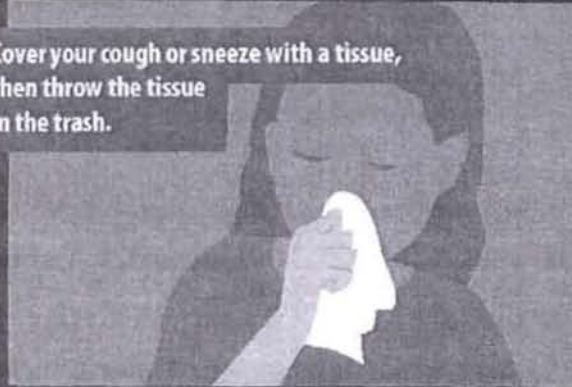
STOP THE SPREAD OF GERMS

Help prevent the spread of respiratory diseases like COVID-19.

Avoid close contact with people who are sick.



Cover your cough or sneeze with a tissue, then throw the tissue in the trash.



Avoid touching your eyes, nose, and mouth.

Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



For more information: www.cdc.gov/COVID19

APPENDIX H

Individual/Department Quarantine Checklist

When an individual is required to quarantine under order of the Health Department, the following steps need to be taken:

- Contact your immediate Supervisor or Department Head
- Either Employee or Supervisor needs to Contact Human Resources
 - Human Resources will begin researching to determine what can be done to assist employees that are affected by the quarantine. (Work Comp, Unemployment or possible remote work)

Department Quarantine Closure Checklist

When a department or members of a department are required to quarantine under order of the Health Department, the following steps need to be taken:

- Immediately contact the County Controller
 - Advise of the circumstances of the closure
 - County Controller with who will then advise the board chair of the situation
 - Assist with notifications
- Contact Human Resources
 - Human Resources will begin researching to determine what can be done to assist employees that are affected by the quarantine. (Work Comp, Unemployment or possible remote work)
- Contact Chief Information Officer
 - Will look at available technology for the staff to work remotely
 - Assist with communications to the public about the closure (i.e. county webpage)
 - Assist any other technology needed to assist your department.



Ottawa County
Where You Belong

Quarantine and Isolation Calculators

You have tested positive and have symptoms

Isolation Calculator

If you are symptomatic and have tested positive for COVID-19 then you must isolate for at least 10 days from the date your symptoms began. To stop or discontinue isolation, at least 10 days must have passed since your symptoms began and at least 24 hours have passed since your fever went away without the use of fever-reducing medications (such as Tylenol or Ibuprofen) and other symptoms have improved.

Enter the first day your symptoms began below:

mm/dd/yyyy

Are you immunocompromised? Yes No

Calculate

If symptoms do not improve or you are hospitalized at any point during your isolation your isolation period will be extended. Go to www.miottawa.org/isolationrelease to determine if you are eligible for release from isolation.

You have tested positive but have no symptoms

Isolation Calculator

If you are not symptomatic and have tested positive for COVID-19 then you must isolate for 10 days from the day you had your test done.

Enter your test date below:

mm/dd/yyyy

Calculate

You have been identified as a close contact

Quarantine Calculator

If you have been in close contact with someone who tested positive for COVID-19, you need to quarantine for 14 days from your last contact date and monitor yourself for symptoms. If you have continuous contact or ongoing exposure to someone who tested positive (e.g. live in the same household with the ill person), you need to quarantine for 14 days after the person who tested positive was released from isolation, and monitor yourself for symptoms through the 14th day.

Is this an ongoing exposure (e.g. living with or providing care to someone who tested positive)?

Yes No

Enter the date of last contact with the person who tested positive below:

mm/dd/yyyy

Calculate

Note: Quarantine is not needed if you have tested positive for COVID-19 in the past 90 days OR have been fully vaccinated more than 14 days ago (you may need to show proof to a school or employer).

J.

March 17, 2021

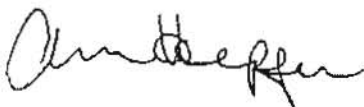
Dear Board of Commissioners

Please accept this letter as my formal announcement of resignation effective on 09/30/2021. I will have served 33 years in public health. It has absolutely been my privilege to serve as the Health Officer for Huron and Tuscola Counties. I believe the pandemic will be in our "rearview mirror" as most of the public that desires vaccination should be done by then. The new fiscal year for Public Health starts on 10/01/2021, an excellent time for someone to start out fresh. Our Health Departments are strong and have professional administrative teams in place. We are fully accredited with no audit findings and our fiscal audits are in good standing.

The next couple of years will be challenging for all of you, as you try to balance your budgets, restore programming to those most in need and perhaps still deal with the remnants of the virus. I wish you the best as you will have very difficult decisions to make.

I am providing you with 6 months of notice as these positions are difficult to fill. I do encourage you to continue sharing this position between the two counties for the cost effectiveness.

Sincerely,



Health Officer Position Hiring Process Update

The posting is up. It is posted to Indeed, MI Talent Bank, County, the state's website and MALPH website.

It's only been posted a few weeks. There are staff qualified in both health departments, but they are not interested in the position. The posting has the required language to hire someone who meets the Public Health Code qualifications. The BOH had an opportunity to review the posting before it was posted.

A hiring team will need to be put together, last time they used the Executive Team from the BOH which includes a BOC member, in our case it is Mr. Vaughan, Eileen Hiser Board Chair, and Ann Cherry.

Then we need to consider Huron County Health Department. They also have three executive members of the BOH.

The process has been that this team does the interviewing and the BOC has option to conduct the final interviews if they like. The state gives final approval after they review the resume and qualifications to ensure they meet the Public Health Code requirements. This approval takes about 14 days.

Right now there are a few applicants, but no one who meets the qualifications according to TCHD HR

Ann Hepfer

Health Officer for:

Tuscola County Health Department Department

1309 Cleaver Rd
Suite B,
Caro, MI 48723
Phone: 989-673-8117
Fax: 989-673-7490

Huron County Health

1142 S. Van Dyke Rd
Bad Axe, MI 48413
Phone: 989-673-8117
Fax 989-269-4181

Huron & Tuscola County Health Departments Job Posting

Position Title: Administrative Health Officer

Location: Huron and Tuscola County Health Departments

Salary: Dependent upon education and experience

Application Period Beginning Date: April 1, 2021- 8:00 am

Closing Date: May 28, 2021 – 4:00 p.m.

Duties include, but are not limited to:

Responsible for local public health program development, management, and evaluation.

Works with multiple Boards of Health and Boards of Commissioners.

Supervises the delivery of public health services to the community and coordinates the delivery of such services with other health, social and community service organizations.

Establishes program priorities, procedures and practices for the department.

Formulates, recommends, and implements administrative policies and procedures for organization, personnel utilization, budget and other management areas.

Collaborates with the Medical Director in epidemiology investigation, surveillance, treatment, follow-up, and control of contagious and/or communicable diseases.

Directs personnel to insure adherence to Public Act 368 of 1978 (Public health Code).

Facilitates collaboration and coordination with local officials in maintaining the health and welfare of the residents of the county.

Seeks and obtains adequate funding to attain agency's goals, objectives, and legal responsibilities.

Hires qualified personnel to assure a high level of service.

Monitors financial status of agency on a continuous basis.

Collaborates with consultants and director(s) of Michigan Department of Community Health, Michigan Department of Agriculture and Michigan Department of Environmental Quality.

Seeks frequent guidance, support, and approval from Board of Health/Board of Commissioners in making decisions.

Huron & Tuscola County Health Departments

Job Posting

Represents the health department in pursuing common health objectives in cooperation with the public and other government organizations.

Additional Considerations:

Ability to work under stressful conditions, to respond immediately to crisis situations, and to balance priorities within and between offices/departments.

Ability to comprehend and correctly use a variety of informational documents including Board of Health reports, computer data, statistical reports, purchase orders, applications, disciplinary actions, client records, and other reports and records.

Ability to maintain personal composure and tactfully handle difficult situations and interpret questions correctly; ability to behave in a friendly, understanding, helpful, and professional manner with clients, subordinate personnel, supervisors, and the general public.

Ability to communicate effectively with employees, superiors, other department personnel, community agencies, other health care providers, clients, and the general public verbally and in writing.

Required Knowledge, Skills and Abilities:

Pursuant to Michigan Administrative Rule 325.13003: An Administrative Health Officer shall comply with one of the following requirements:

1. Have an M.P.H. or M.S.P.H. degree and 3 years of full-time public health administrative experience.
2. Have a related graduate degree and 5 years of full-time public health administrative experience.
3. Have a bachelor's degree and 8 years of full-time public health experience, 5 years of which shall have been in the administration of a broad range of public health programs.

Other Requirements:

Valid driver's license.

If interested please submit resume with letter of intent to:

Human Resource Department
Tuscola County Health Department
1309 Cleaver Road, Ste. B
Caro, MI 48723

Or email to hr@tchd.us



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] Village of Mayville/6021 Fulton Street, Mayville, MI 48744 property

2 messages

Adam Flory <aflory@smithbovill.com>

Thu, Apr 8, 2021 at 3:57 PM

To: "zclay@tuscolacounty.org" <zclay@tuscolacounty.org>

Cc: "abennett@tuscolacounty.org" <abennett@tuscolacounty.org>

Hi, Clayette:

My name is Adam Flory, and I am the attorney for the Village of Mayville. I am writing regarding a matter with the Village. In the Village there is a property commonly known as 6021 Fulton Street, Mayville, MI 48744 (Tax Parcel No. 040-500-103-0300-00). The property is currently owned by Jeffrey Gerds, and it is in a state of significant disrepair. I believe that the Tuscola County Treasurer, Ashley Bennett, with whom I just spoke about this matter, has provided you with photographs of the current state of the property as well as some additional documentation relating to the property. Right now, the property is in arrears for property taxes and, upon information and belief, the property will be defaulted to the County for back taxes on April 16.

The Village is currently in the process of pursuing a CDBG/MEDC Infrastructure Resiliency Grant to rehab the property. However, in order to apply for the grant, the Village is required to obtain an easement for the property by April 20. The Village would greatly appreciate it if the County Board of Commissioners would review and consider this matter at its Monday, April 12, 2021, meeting. I would respectfully request to be added to the Board's Agenda for the April 12 meeting to allow me to address this matter with the Board and formally request that the County provide the easement to the Village when the property is defaulted to the County for back taxes (which should occur on April 16). This grant is highly valuable and represents a significant opportunity for the Village to rehabilitate this blighted property.

If you would please confirm that I will be added to the Board's agenda for the 4/12 meeting I would greatly appreciate it. Also, if you would please provide the log-in/participation instructions for the meeting I would greatly appreciate it. Your consideration of this matter is greatly appreciated. If you have any questions at all please do not hesitate to call me. My cell-phone number is 989-413-2491.

Adam D. Flory

SMITH BOVILL

A Professional Corporation

200 St. Andrews Road

Saginaw, MI 48638-9538

989-792-9641; 989-652-9923

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in error, please notify the sender by replying to this message and permanently deleting this email and any attachments immediately.

Clayette Zechmeister <zclay@tuscolacounty.org>
To: Adam Flory <aflory@smithbovill.com>
Cc: "abennett@tuscolacounty.org" <abennett@tuscolacounty.org>

Thu, Apr 8, 2021 at 4:18 PM

Adam,
Thank you for taking the time to present to the Commissioners on Monday April 12th regarding this very important matter. I will add you on the calendar and you will receive an invite with the information to log into the Google Hangout meeting. Please let me know if you have any questions and concerns

[Quoted text hidden]

--

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

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Fwd: [EXTERNAL] Village of Mayville: Gerds Property and CDBG-IR Grant

1 message

Ashley Bennett <abennett@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Apr 8, 2021 at 3:42 PM

Clayette,

Please include this in the information for the commissioners. Pictures to follow. There will be more contact from Adam Flory from Smith Bovill who represents the Village of Mayville.

Thank you,
Ashley

Tuscola County Treasurer
p: (989) 672-3895
f: (989) 672-3894

----- Forwarded message -----

From: **Barbara Valentine** <bvalentine@villageofmayville.org>
Date: Thu, Apr 8, 2021 at 3:24 PM
Subject: [EXTERNAL] Village of Mayville: Gerds Property and CDBG-IR Grant
To: <abennett@tuscolacounty.org>

Ashley,

Thank you for speaking to me yesterday. I greatly appreciated it. I have also spoken with Dan Grimshaw and I have an appointment with Kim Vaughan on Friday. Per Dan Grimshaw, Adam Flory with Smith Bovill will be contacting you to be put on the Agenda for the April 15th meeting to handle this issue, or you could add him to the Agenda per this communication to streamline the process.

To recap the situation, Parcel # 040-500-103-0300-00 (6021 Fulton Street) is owned by Jeffrey Gerds and it is expected that the property will default to Tuscola County for back taxes on April 16th. I have sent you pictures of the condition of the building, so you can clearly see the dangerous state of the property. Gerds has willfully neglected the property for years. We worked with Curtis Stowe with County Building Codes to get the property condemned and referred to the Tuscola County Prosecutor's Office for prosecution under the Dangerous BUILDING Act. Reene did file charges, but then opted to DROP the charges IN THE INTEREST OF JUSTICE?!? I will refrain from once again relaying my utter disgust for the disregard for the taxpayers and property owners in Mayville who relied on the County to protect their interests. Suffice it to say that Gerds will not be held accountable for his actions and the County will now have ownership of an extremely dangerous building in Mayville. Please keep in mind that while the Prosecutor was adjudicating this case, Mr. Gerds redeemed his property by paying the taxes and he was amenable to working with the Village. When Mr. Reene dropped the case, Mr. Gerds went back to his past Slumlord behavior, and it will ultimately be Tuscola County that will have to deal with this because of that dereliction of duty.

However, regardless of how I feel about the mistreatment of my constituents in the prosecuting of this case, we have a much more critical issue regarding this property and we are on a time crunch. Mayville has a \$2 million CDBG Infrastructure Resiliency Grant Agreement with the MEDC and this project requires a Utilities Easement for the Gerds property. Mr. Gerds has not responded to our numerous attempts to contact him since his charges were dropped. The County will have ownership of this property through Default on April 16th, and we require an Utilities Easement. Under normal circumstances, the Village of Mayville would have First Right of Refusal for the purchase of this property, but per our conversation it is

my understanding that there have been changes in this process that will not accommodate our critical timeline. We require the Utilities Easement to be in place by April 20th, prior to Bids for the project. We cannot sign a Contract with a Contractor until we have secured all Utilities Easements, per our Grant Agreement. **In short, if not rectified this situation will cost the Village of Mayville a \$2 million project that will cover desperately needed Infrastructure improvements if not resolved, and that is unacceptable.** Our Attorney, Adam Flory with Smith Bovill will be present at the County Commissioners Meeting on April 15th to discuss the matter, and it is my fervent hope that the County Commissioners can at least assist us with this issue. We need the County to Grant a Utility Easement for this property. Also, keep in mind that the Easement will provide new water, sanitary sewer, and storm sewer connections for the property with a new 8 inch water main loop through the easement alleyway, so this is a significant property improvement for 80% of our Downtown Buildings.

I hope this email provides the information that you require, and that we can move forward with this in a timely fashion.

Thank you for your assistance in this matter, and I look forward to working with you in the future.

--

Warmest Regards,

Barbara Valentine
Mayville Village President

6104 Fulton St, Suite A
PO Box 219
Mayville, MI 48744

Office - 989.843.6423
Home - 989.843.0159
Mobile - 989.245.5492







20,500 7,498 14,200 7,677 16,400 7,82

Parcel # 040-500-102-0300-00 Unit # 040
 Owner GERDS, JEFFERY M Address 6021 FULTON ST

1. Delinquent Taxes 2. Owner Info 3. Misc 4. Comments 5. Mail Tracking** 6. Attach[0]
 Payoff Date: 04/07/2021 Batch Payment

Year	Pay?	Base Tax	Tax Due	Interest/Fees	Total Due	Status	Last Paid
2020	<input type="checkbox"/>	1,356.71	1,356.72	81.40	1,438.12	DLO	/ /
2019	<input type="checkbox"/>	1,263.19	1,263.19	600.00	1,863.99	FRF	/ /
2018	<input type="checkbox"/>	1,190.27	258.50	426.16	684.66	FRF	00/15/2018
2017	<input type="checkbox"/>	1,288.16	0.00	0.00	0.00	PDC	12/22/2017
2016	<input type="checkbox"/>	1,128.83	0.00	0.00	0.00	PDC	12/26/2016
2015	<input type="checkbox"/>	1,141.87	0.00	0.00	0.00	PDC	12/30/2015
2014	<input type="checkbox"/>	1,249.47	0.00	0.00	0.00	PDC	12/30/2014
2013	<input type="checkbox"/>	1,964.46	0.00	0.00	0.00	PDC	12/23/2013
2012	<input type="checkbox"/>	1,161.26	0.00	0.00	0.00	PDC	12/31/2012
2011	<input type="checkbox"/>	1,127.09	0.00	0.00	0.00	PDD	12/30/2011
2010	<input type="checkbox"/>	1,276.56	0.00	0.00	0.00	PDD	12/02/2011
2009	<input type="checkbox"/>	2,122.19	0.00	0.00	0.00	RDM	12/02/2011
2008	<input type="checkbox"/>	2,552.55	0.00	0.00	0.00	RDM	04/08/2011
2007	<input type="checkbox"/>	2,399.28	0.00	0.00	0.00	RDM	04/08/2011
2006	<input type="checkbox"/>	1,932.86	0.00	0.00	0.00	RDM	04/04/2011
2005	<input type="checkbox"/>	1,297.44	0.00	0.00	0.00	PDD	04/24/2006
2004	<input type="checkbox"/>	1,396.33	0.00	0.00	0.00	PDC	02/28/2005
2003	<input type="checkbox"/>	1,198.89	0.00	0.00	0.00	PDC	12/21/2003
2002	<input type="checkbox"/>	1,233.71	0.00	0.00	0.00	PDC	12/31/2002
2001	<input type="checkbox"/>	946.85	0.00	0.00	0.00	PDD	02/07/2002
2000	<input type="checkbox"/>	959.20	0.00	0.00	0.00	PDD	09/27/2001
1999	<input type="checkbox"/>	459.19	0.00	0.00	0.00	PDC	02/15/2000
1998	<input type="checkbox"/>	463.80	0.00	0.00	0.00	PDC	12/30/1998
1997	<input type="checkbox"/>	475.90	0.00	0.00	0.00	PDC	12/31/1997
1996	<input type="checkbox"/>	465.44	0.00	0.00	0.00	PDC	12/20/1996
1995	<input type="checkbox"/>	447.36	0.00	0.00	0.00	PDC	12/21/1995
Totals:				1,108.36	2,878.41		3,986.77



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

L.

DRAFT RFP for Building Plan Review and Inspection Services

1 message

Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Apr 5, 2021 at 12:52 PM

To: Thomas Bardwell <tbardwell@tuscolacounty.org>, Tom Young <tyoung@tuscolacounty.org>, Doug DuRussel <ddurussel@tuscolacounty.org>, Kim Vaughan <kvaughan@tuscolacounty.org>, Dan Grimshaw <dgrimshaw@tuscolacounty.org>

Good Afternoon Commissioners,
Please review the attached proposed draft I will be adding for discussion on Monday 4-12-21.
I worked with legal to make sure we covered the correct language.
This will give you more time to review and prepare concerns and potential changes if needed.
Thank you

**Faxed to Commissioner Grimshaw*

--


Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

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 TUSCOLA COUNTY - Building Codes RFP (S1605591x7B01A).docx
38K

REQUEST FOR PROPOSAL

PROFESSIONAL BUILDING PLAN REVIEW SERVICES
AND
PROFESSIONAL BUILDING INSPECTION SERVICES

Tuscola County
[Contact Information]

[Date]

REQUEST FOR PROPOSAL—THIS IS NOT AN ORDER OR OFFER

REQUEST FOR PROPOSAL

DATE OF REQUEST [Insert RFP Issuance Date]

RFP DEADLINE [Insert date and time]

SEALED BID OPENING DATE/TIME [Insert date and time]

SUBMIT PROPOSAL TO Tuscola County
[Insert Address]

MARK EXTERIOR ENVELOPE: DELIVER TO []
IMMEDIATELY

MARK INTERIOR SEALED ENVELOPE: “BUILDING CODES RFP.”

GENERAL INFORMATION:

1. **RIGHT TO ACCEPT OR REJECT:** Tuscola County reserves the right to accept or reject any or all items in the proposal; to accept or reject any or all proposals; to award the proposal in part or in total; to waive any informalities therein; or for any reason, to award the contract to other than the low bidder.

2. **FIRM BID:** All proposals shall be firm for sixty (60) days from the deadline listed above.

3. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to _____ at _____ failure to do so may limit your ability to submit a complete, competitive proposal.

4. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Addendum submitted by _____. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner,

DRAFT – DISCUSSION PURPOSES ONLY

whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written Addendum. All written Addendums issued shall become part of the Agreement documents.

5. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its Board of Commissioners.

6. **TAX-EXEMPT STATUS:** Tuscola County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.

7. **FOIA:** All properly submitted sealed bids are confidential until the listed bid opening time and date; however, as a public entity, Tuscola County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed Agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the Agreement.

9. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for the proposed services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within _____ of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

10. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by Tuscola County in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

DRAFT – DISCUSSION PURPOSES ONLY

Tuscola County shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made as outlined above.

Deliveries made before the due date and time but to the wrong office will be considered nonresponsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

PROPOSAL SUBMISSION REQUIREMENTS:

Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. This certification must be in the form as outlined in **Exhibit A** to this RFP.

Each bidder must complete the accompanying business information form, as outlined in **Exhibit B** to this RFP, and submit the form as part of its Proposal.

All Proposals (including 1 original and 6 copies) must be delivered within a sealed envelope marked “BUILDING CODES RFP.” This sealed envelope should be enclosed within an envelope addressed and delivered as described above.

The County will not accept proposals send by fax or e-mail.

The County will not accept late proposals.

In addition to addressing the relevant proposal details (outlined below) each Proposal must address each of the following:

- A. **Firm Overview:** History of firm, including organization type, age, size, number and location of offices, number of employees (fulltime & part-time) and their level of experience, number of clients and any specialty areas.
- B. **Qualifications:**
 - a. Biographies/resumes of firm leadership and key personnel.
 - b. Specialized equipment/vehicles available to service the County.
 - c. What is your normal availability and response time for non-emergency service work.
 - d. Describe your procedure for taking emergency service requests and what your response time is.
 - e. Please provide examples of similar experience, whether governmental or commercial, and describe services provided.
 - f. Describe what additional “value added services” your firm can provide.
 - g. List the key differentiators for your firm. What factors distinguish your firm from your competitors?
 - h. Experience with Construction Code Commission meetings.
- C. **References:**
 - a. List five (if you have less than five, list all current) similar clients you currently provide ongoing Professional Building Plan Review and Inspection services for:

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- i. Name of company
- ii. Length of time a customer
- iii. Services provided
- iv. Contact name and title
- v. Phone number

D. Conflict of Interest:

- a. Disclose any conflicts or perceived conflicts of interest.
- b. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

E. Additional Documentation:

- a. Errors and omissions coverage (if none, indicate).
- b. Liability coverage.
- c. Any and all relevant state registration certificates.

If there are general questions that require clarification concerning this RFP, please contact _____ at _____.

PROPOSAL DETAILS:

A. **DESCRIPTION** – Tuscola County is seeking proposals for Professional Building Department Services, Permit Issuance, Plan Review and Inspection Services. The County is soliciting proposals from qualified contractors to perform Professional Building Plan Review Services and Building Inspection Services for new commercial/industrial building, additions, and remodels; new residential construction additions and remodels; and other retro-fits of any and all buildings. The Contractor will serve as the Building Official for Tuscola County. Inspection services will encompass:

- Building Plan Review/Inspections
- Mechanical (HVAC, Fire Suppression) Plan Review/Inspections
- Plumbing Plan Review/Inspections
- Electrical Plan Review/Inspections
- Permit Issuance, all disciplines

B. **BACKGROUND:** Tuscola County currently contracts with a third party for Professional Building Plan Review and Professional Building Inspection Services.

C. **TUSCOLA COUNTY OFFICE:** The winning Contractor will be required to maintain a regular office presence in Tuscola County. All Proposals should address whether bidder is seeking to lease office space from Tuscola County in connection with its Proposal. The terms of an lease agreement between the County and a bidder shall be negotiated concurrently with the final Contract.

D. **COMPENSATION:** The incumbent Contractor provides services in exchange for compensation pursuant to the fee schedule attached as **Exhibit C** to this RFP. All proposals must indicate acceptance of this fee schedule. If a bidder is unable to accept the current fee schedule, its Proposal must propose an alternative fee schedule and justify bidder's need for revised compensation.

E. **SCOPE OF WORK:**

Building Plan Review Services (All Disciplines)

- Provide plan review of any and all types of structures including, but not limited to, single family dwellings, multiple family dwelling units, commercial and industrial building for compliance with all local ordinance, Michigan Building codes, Michigan Mechanical Codes, Michigan Plumbing Codes, Michigan Electrical Codes, American with Disabilities Act and Michigan Barrier Free Codes and the Michigan Energy Codes and referenced standards.

DRAFT – DISCUSSION PURPOSES ONLY

- Generally, residential initial plan check turn-around time shall be no more than _____ working days. Large commercial/industrial plan check turn-around time shall be no more than _____ working days.
- Plan reviews shall include electronic comment reports describing code violations in full with reference to plan sheet and detail identification and specific codes and code sections relating to each comment as applicable.

Building Inspection Services (All Disciplines)

- Provide Building Inspection Services for any and all types of structures including single family dwellings, multiple family dwelling units, commercial and industrial buildings, and other structures for compliance with local building codes.
- Inspections shall occur between the hours of _____ Monday – Friday, unless otherwise agreed upon by the contractor and the customer.
- Inspectors shall respond to phone messages and be available to answer customer questions each working day. Inquiries may be handled from the office of the Contractor.
- Whenever possible and appropriate, the contractor shall coordinate inspections between disciplines to occur on a common site on the same day.
- Contractor's inspectors shall be provided by the Contractor with all the necessary code books, tools, equipment, and transportation required to perform plan review and inspection duties. All inspectors shall maintain a cell phone number which shall be available to the public to access the inspector.

F. QUALIFICATIONS AND SELECTION CRITERIA:

Required Qualifications:

- Contractor, and any employee of Contractor providing services to the County, must be appropriately licensed, qualified and registered as required by PA 54 of 1986 and all other applicable state or federal statutes, rules and regulations.
- Contractor must be qualified to act as the County's Building Official under applicable state law and regulations.
- Contractor must be duly licensed to do business in the State of Michigan and acceptable to Tuscola County.
- The contractor must understand, interact and communicate well with all local departments and agencies involved in the inspection and zoning process.
- The County seeks a contractor that can address the challenges of a rural community, able to communicate effectively with all agencies involved with building permits.
- The contractor must be able to communicate effectively with County employees, the construction industry, utilities, developers, property owners, other agencies and property owners.
- The contractor will function as an agent of Tuscola County and provide plan review services, inspections, enforcement of appropriate building codes, respond to citizen

DRAFT – DISCUSSION PURPOSES ONLY

complaints and have the ability to communicate effectively to ensure minimal impacts to the public, neighborhoods, etc. from building activities in the County.

- The contractor shall provide current qualifications and certifications of all its employees providing services.
- Contractor shall hold and save harmless the County from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors in the performance of the duties of the contract.
- Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of the County, for any damages for which the Contractor is liable, of which the County shall be sole judge.
- Contractor shall ensure that its employees and agents conform to all Federal (OSHA) laws and regulations, State and County safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Selection Criteria: The requested information is intended to provide information that will assist Tuscola County in the selection of the most qualified, competent, experienced, responsive and economical service provider, who will best serve the needs of the County .During the evaluation process, where it may serve the its best interest, the County reserves the right to request additional information or clarifications from proposing firms, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities. A selection committee will evaluate the proposals based upon the factors listed above. After a review of the written proposals, selected firms may also be asked to make an in-person presentation or field follow-up questions. Tuscola County will choose the proposal(s) that best fits its needs. The County is not obligated to award the contract based on cost alone. The selected firm will be required to enter into a written agreement with the Tuscola County that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. This agreement is anticipated to be for _____ years. If an agreement cannot be reached, Tuscola County reserves the right to render the proposal invalid and may award the contract to another qualified vendor in its sole discretion.

EXHIBIT A

CERTIFICATION

The individual signing below swears, affirms and certifies:

1. He/She fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Company Name: _____

Signatory Name: _____

Signatory Title: _____

Signed: _____

Date: _____

EXHIBIT B

BIDDER INFORMATION

*Name:	
*Title:	
*Name Company:	
*Address	
*City/State/Zip:	
*Phone Number:	
*Fax Number:	
*Email Address:	

EXHIBIT C

Current Fee Schedule



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

IT Space needs

2 messages

Clayette Zechmeister <zclay@tuscolacounty.org>

Wed, Mar 24, 2021 at 11:55 AM

To: Doug DuRussel <ddurussel@tuscolacounty.org>, Dan Grimshaw <dgrimshaw@tuscolacounty.org>

Commissioners,

Eean provided a little history and some information on his space needs. This will give you some extra time to review before we set up a meeting. He also included a list of potential uses if we were to seek additional space. The Clerk, Emergency Services and potentially other offices could use the training space area if considered.

Please review and let me know if you need any further information

--


Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

CONFIDENTIALITY NOTICE

The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited if you have received this communication in error. Please notify us by telephone immediately.

 is office space needs.pdf
136K

Clayette Zechmeister <zclay@tuscolacounty.org>

Wed, Mar 24, 2021 at 12:50 PM

To: Doug DuRussel <ddurussel@tuscolacounty.org>, Dan Grimshaw <dgrimshaw@tuscolacounty.org>

**Faxed To Commissioner Grimshaw

[Quoted text hidden]

Commissioners,

Attached you'll find a draft layout Mr Miller and I put together in 2019 with minimal office space needs. This was discussed as an add on to the existing Annex building. I believe with the plans the Sheriff has drafted for his proposed jail, the mechanic building in his lot would be moved over to the Annex lot, making this idea no longer feasible. We received a preliminary estimate from an architect of \$1 million to make this renovation happen.

Since then, Steve Anderson and I have discussed the need for a legit Emergency Operations Center and other larger training spaces. You'll find a list of ideas we came up with for uses of this larger space.

Please let me know if you have any questions and I'll be happy to answer anything you have.

Thanks!

Eean Lee

Chief Information Officer

Tuscola County

www.tuscolacounty.org

989-672-3773 (Office)



Tuscola County

Eean Lee <eean.lee@tuscolacounty.org>

Re: Draft Layout

1 message

Eean Lee <eean.lee@tuscolacounty.org>
To: Mike Miller <mmiller@tuscolacounty.org>

Fri, Sep 20, 2019 at 2:15 PM

Flipping the data center to the other side, would make for a massive reduction in rewiring and save us on cost.

I really like having the break room, rest room and conference room in the same vicinity. There doesn't have to be any doors on the outside access to break room. That can remain open at points if possible.

At some point, if we're going to be training people, they will need to enter the building and I don't want them to be able to just walk in, thus the reception area. Having the bathroom accessible from the lobby is nice. And close to the training for when folks are there.

Training room must have lockable doors to remain CJIS compliant.

Sacrificed some storage for a larger office for the Security position.

Enlarged CIO office.

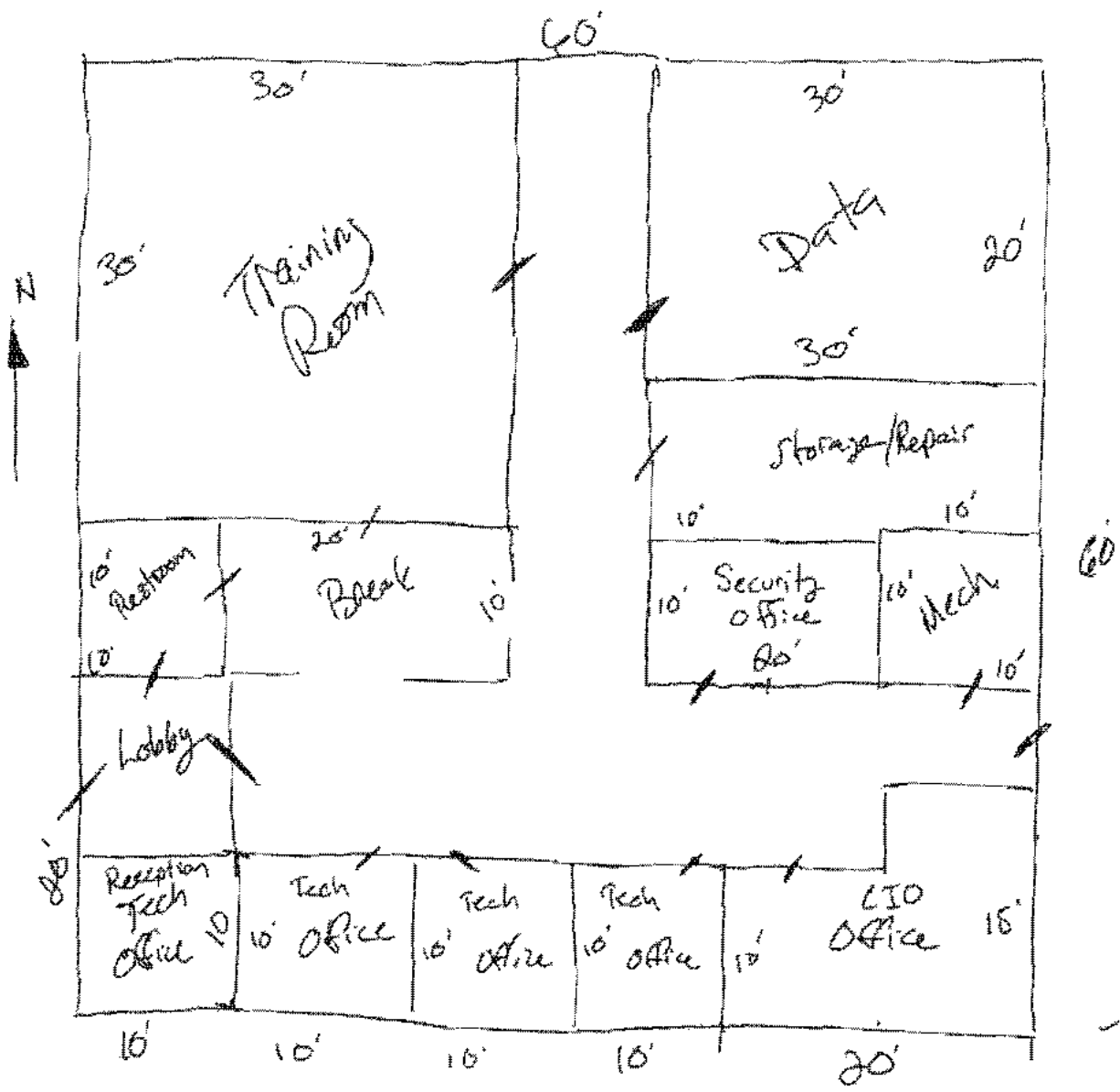
Eean Lee

Chief Information Officer
Tuscola County
www.tuscolacounty.org
989-672-3773 (Office)

On Fri, Sep 20, 2019 at 10:09 AM Mike Miller <mmiller@tuscolacounty.org> wrote:
Here's a simple draft layout. Just an idea.

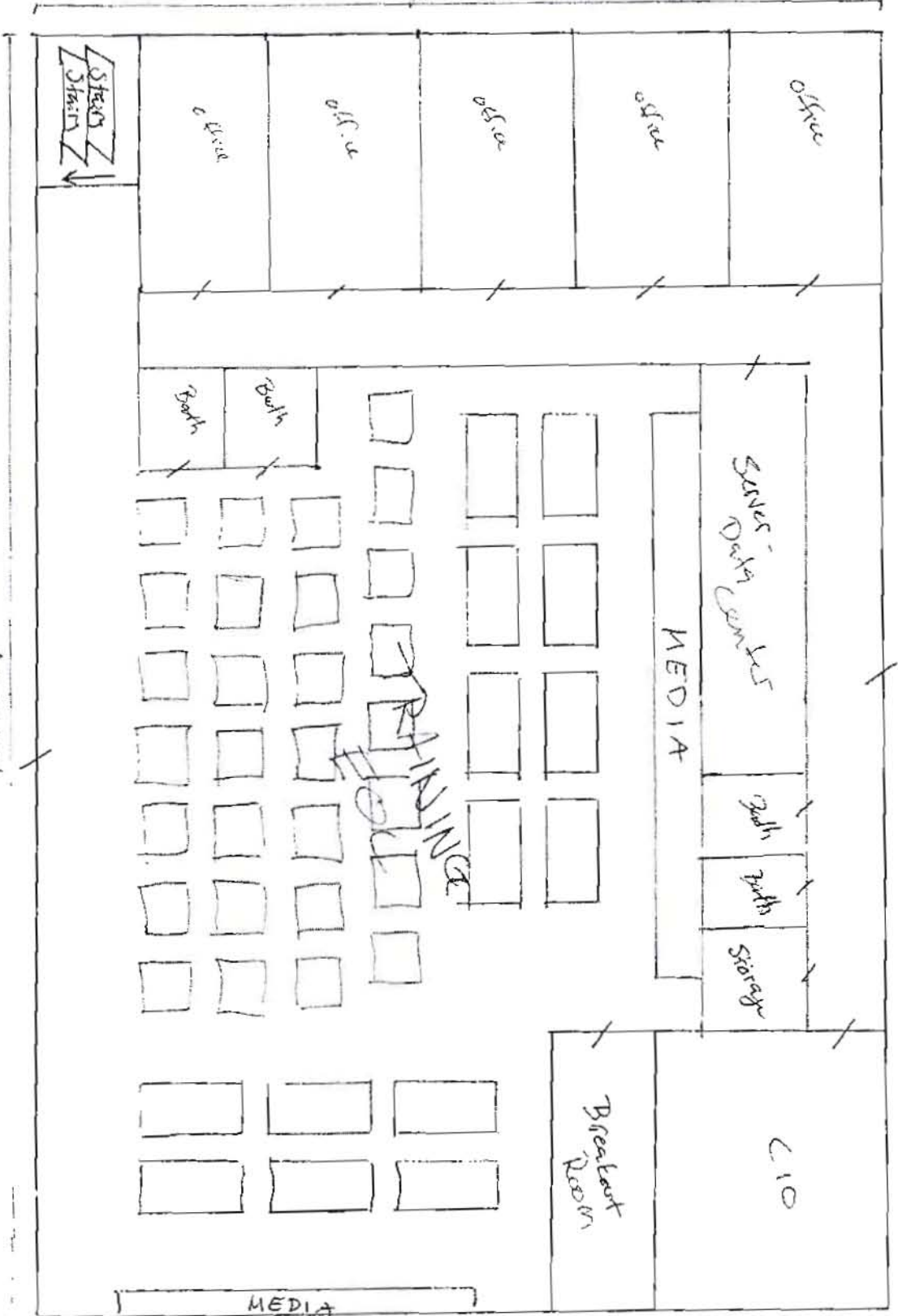
Disregard the second page.

 **officedraft2.pdf**
265K



9/20/19

Approx 50'



1st Floor

Approx 100'



Potential uses for additional building space

Info Sys Offices and Data Center

Training facility

All Hazards Meetings

Emergency Operation Center

Police Chiefs Meetings

Overflow from BOC meetings

Large BOC meetings

Election worker trainings

County Employee Professional Development Trainings

Fire Chiefs Meetings

Community Engagement Events

Sheriff's Office Training

Drain Board of Review

Juror Training

Potential courtroom for backlog cases

Workers Comp Training

BOE Trainings

SMOKE Training for TCSO

COUNTY OF TUSCOLA

OFF ROAD VEHICLE ORDINANCE - RESTATED

An ordinance to amend the OFF ROAD VEHICLE ORDINANCE adopted by the County of Tuscola Board of Commissioners on February 14, 2012 by restating said ordinance in its entirety for the purpose of promoting the health, safety, and general welfare of the inhabitants of Tuscola County; and for the purpose of authorizing and regulating the operation of off road vehicles (ORVs) on roads in Tuscola County, for the purpose of providing penalties for the violation thereof, and for the distribution of public funds resulting from those penalties pursuant to 2011 PA 107, MCL 324.81131.

THE COUNTY OF TUSCOLA ORDAINS:

Section 1. As used in this ordinance, the following definitions shall apply:

- a) "County" means the County of Tuscola.
- b) "Driver license" means an operator's or chauffeur's license or permit issued to an individual by the Secretary of State under chapter III of the Michigan vehicle code, 1949 PA 300, MCL 257.301 to 257.329, for that individual to operate a vehicle, whether or not conditions are attached to the license or permit.
- c) "Operate" means to ride in or on, and be in actual physical control of the operation of an ORV.
- d) "Operator" means a person who operates or is in actual physical control of the operation of an ORV.
- e) "ORV" means a motor driven off road recreation vehicle capable of cross country travel without benefit of a road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. ORV or vehicle includes, but is not limited to, a multitrack or multiwheel drive vehicle, an ATV, a motorcycle or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, or other means of transportation deriving motive power from a source other than muscle or wind. ORV or vehicle does not include a registered snowmobile, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft.
 - or unregistered
 - golf cart.
- f) "Road" means a county primary road or county local road as described in section 5 of 1951 PA 1951, MCL 247.655.
- g) "Road Commission" means the Board of County Road Commissioners for the County of Tuscola.

- h) "Safety certificate" means a certificate issued pursuant to 1994 PA 451 as amended, MCL 324.81129, or a comparable ORV safety certificate issued under the authority of another state or a province of Canada.
- i) "Street" means a city or village major street or village local street as described in section 9 of 1951 PA 51, MCL 247.659.
- j) "Township" means an individual township within the County of Tuscola.
- k) "Township board" means a board of trustees of any township within the County of Tuscola.
- l) "Visual supervision" means the direct observation of the operator with the unaided or normally corrected eye, where the observer is able to come to the immediate aid of the operator.

Section 2. An ORV may be operated on the far right of the maintained portion of a road within the County with these exceptions:

- a) In the event that either the Road Commission has CLOSED, or in the event a Township has adopted an Ordinance or Resolution which CLOSED, certain road(s) to ORV use, pursuant to MCL 324.81131(4), operation otherwise permitted under this Ordinance shall not be considered authorized, with respect to such closed road(s).
- b) This Ordinance is not intended to authorize the operation of an ORV on a street or highway which is under jurisdiction of a municipality, nor upon a State Trunkline Highway.

Section 3. The Road Commission may close no more than 30% of the total linear miles of roads in the County to protect the environment or if the operation of ORVs pose a particular and demonstrable threat to public safety. The Road Commission may not close a municipal street to ORVs opened under MCL 324.81131 subsection 5.

Section 4. An ORV may not be operated on the road surface, roadway, shoulder or right-of-way of any state or federal highway in the County.

Section 5. Except as set forth herein or otherwise provided by law, an ORV meeting all of the following conditions may be operated on a road or street in the County:

- a) At a speed of no more than 25 miles per hour or a lower posted ORV speed limit.
- b) By a person not less than 16 years of age, as long as any such person under the age of 18 is in possession of a valid driver license or is under the direct visual supervision of a parent or guardian and has an ORV safety certificate in his or her immediate possession.

- c) With the flow of traffic.
- d) In a manner which does not interfere with traffic on the road or street.
- e) Traveling single file except when overtaking and passing another ORV.
- f) When visibility is not substantially reduced due to weather conditions.
- g) While displaying a lighted headlight and lighted taillight at all hours.
- h) While the operator and each passenger is wearing a crash helmet and protective eyewear approved by the United States Department of Transportation unless the vehicle is equipped with a roof that meets or exceeds standards for a crash helmet and the operator and each passenger is wearing a properly adjusted and fastened seat belt.
- i) With a throttle so designed that when the pressure used to advance the throttle is removed, the engine speed will immediately and automatically return to idle.
- j) While the ORV is equipped with a spark arrester type United States Forest Service approved muffler in good working order and in constant operation.
- k) Pursuant to noise emission standards defined by law.

Section 6. A child less than 18 years of age shall not operate an ORV on a road in the County unless the child is in possession of a valid driver license or under the direct visual supervision of a parent or guardian and the child has in his or her immediate possession a Michigan issued ORV safety certificate or a comparable ORV safety certificate issued under the authority of another state or a province of Canada.

Section 7. Unless a person possesses a valid driver's license, a person shall not operate an ORV on a Road or Street in the County if the ORV is registered as a motor vehicle and is either more than 60 inches wide or has three wheels.

Section 8. The Road Commission, the County Board of Commissioners, and the County are immune from tort liability for injuries or damages sustained by any person arising in any way out of the operation or use of an ORV on maintained or unmaintained roads, streets, shoulders, and rights-of-way over which the Road Commission or the County Board of Commissioners has jurisdiction.

Section 9. In a court action in this state, if competent evidence demonstrates that a vehicle that is permitted to operate on a road or street pursuant to the code was in a collision with an ORV required to be operated on the far right of the maintained portion of a road or street pursuant to this ordinance, the operator of the ORV shall be considered prima facie negligent.

Section 10. Any person who violates this Ordinance is guilty of a municipal civil infraction and may be ordered to pay a civil fine of not more that \$500.00.

Section 11. In addition to the penalties under Section 10 of this Ordinance, a court may order a person who causes damage to the environment, a road or other property as a result of the operation of an ORV to pay full restitution for that damage above and beyond the penalties paid for civil fines.

Section 12. The County Treasurer shall deposit all fines and damages collected under this ordinance into a fund to be designated as the ORV fund. The County Board of Commissioners shall appropriate revenue in the ORV fund as specified in MCL 324.81131(14):

- a) Fifty percent to the Road Commission for repairing damage to roads and the environment that may have been caused by ORVs, and for posting signs indicating ORV speed limits, or indicating whether roads are opened or closed to the operation of ORVs.
- b) Fifty percent to the County Sheriff for ORV enforcement and training.

Section 13. An ORV may only be operated on Roads between the hours of 5:00 am and 10:00 pm.

Section 14. Should a portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 15. This ordinance supersedes and/or repeals the OFF ROAD VEHICLE ORDINANCE adopted on February 14, 2012.

Section 16. This ordinance becomes effective after publication and expiration of the time prescribed by law.

This Ordinance is adopted by action of the County of Tuscola Board of Commissioners this ____ day of _____ 2013.

Chairperson
Tuscola County Board of Commissioners

CERTIFICATION

I, _____, Clerk of the County of Tuscola, do hereby certify that this is a true and correct copy of the Ordinance duly adopted by the County of Tuscola Board of Commissioners on the ____ day of _____ 2013.

Tuscola County Clerk

AMERICAN RESCUE PLAN ACT

CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND FAQs

Apr. 6, 2021

Tags: Tax & Finance



On March 11, President Biden signed the \$1.9 trillion American Rescue Plan Act of 2021 (P.L. 11-2 <https://www.naco.org/sites/default/files/documents/NACo_Legislative_Analysis_for_Counties_American_Rescue_Plan_Act_of_2021_Final.pdf>), which established the \$362 billion Coronavirus State and Local Fiscal Recovery Fund. Of this total, \$65.1 billion is provided in direct aid to counties and additional \$1.5 billion for public lands counties.

Since the bill was signed into law, NACo has been working closely <https://www.naco.org/blog/naco-sends-member-feedback-and-recommendations-white-house-and-treasury-coronavirus-state-and> with the U.S. Department of Treasury to provide comprehensive guidance on the successful implementation and execution of the Recovery Fund. While the U.S. Treasury has not yet released official guidance, NACo has created the below FAQs to help answer some common questions about the Recovery Fund.

NACo will continue to monitor any developments on additional guidance from the U.S. Treasury.

1. WHAT ARE THE SPECIFIC ALLOWABLE USES OF FUNDS? ARE THERE ANY RESTRICTIONS?

The bill allocates \$65.1 billion in direct federal aid to all counties based on their share of the U.S. population. Allowable uses outlined in the bill include (**but are not limited to**):

- Responding to or mitigate the public health emergency with respect to the COVID-19 emergency or its negative economic impacts.
- Providing government services to the extent of the reduction in revenue;
- Make necessary investments in water, sewer, or broadband infrastructure; and
- Responding to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

2. WILL COUNTIES HAVE TO APPLY IN ORDER TO RECEIVE FUNDS?

Listed below are the general guidelines for the U.S. Department of Treasury's program administration of the State and Local Coronavirus Fiscal Recovery Fund. The U.S. Treasury is currently developing guidance on the Recovery Fund certification process in consultation with NACo.

The deadline to spend funds is December 31, 2024.

The U.S. Treasury is required to pay the first tranche to counties not later than 60-days after enactment, and second payment no earlier than 12 months after the first payment.

The law provides an additional \$77 million for the Government Accountability Office and \$40 million for the Pandemic Response and Accountability Committee for oversight and to promote transparency and accountability.

3. WILL COUNTIES HAVE TO REPORT WHAT THEY INTEND TO DO WITH FUNDS, IN ORDER TO RECEIVE APPROVAL?

The U.S. Treasury is currently in the process of developing the Recovery Fund certification process. Below are the key takeaways for the U.S. Treasury's reporting requirements of the State and Local Coronavirus Fiscal Recovery Fund.

Reporting requirements for state and local governments:

Local governments, including **counties**, are required to provide "periodic reports" providing a detailed accounting of the use of funds.

If a state, **county** or municipality does not comply with any provision of this bill, they are required to repay the U.S. Treasury an equal amount to the funds used in violation.

States are required to report how funds are used and how their tax revenue was modified during the time that funds were spent during the covered period (covered period begins on March 3, 2021 and ends on the last day of the fiscal year a state or local government has expended or returned all funds to the U.S. Treasury).

4. ACROSS WHAT TIME FRAME WILL USING FUNDS FOR THE REDUCTION IN REVENUE BE ELIGIBLE (MOST RECENT FISCAL YEAR ETC.)?

The bill currently indicates that funds can be applied to any reductions in revenue **based on the most recent full fiscal year** and the deadline to spend these funds is December 31, 2024. NACo has informed Treasury of variance in how counties make their annual budget and it is NACo's hope that Treasury will accommodate county budgets that don't follow the calendar or traditional fiscal year.

5. WHAT TYPES OF LOST REVENUE WILL BE COVERED BY THE RECOVERY FUND? CAN WE EXPECT ADDITIONAL REGULATIONS FROM THE U.S. TREASURY TO COME OUT REGARDING HOW TO REPORT AND VERIFY LOST REVENUE?

Below are the provisions regarding the use of State and Local Coronavirus Fiscal Recovery Funds for reductions in revenue during the COVID-19 pandemic.

Restrictions on the Use of Funds by Local Governments for Reductions in Revenue:

No funds shall be deposited into any pension fund.

Any local government, including counties, that fail to comply with the federal law and related guidelines shall be required to repay the federal Treasury.

States are not allowed to use the funds to either directly or indirectly offset a reduction in the net tax revenue that results from a change in law, regulation or administrative interpretation during the covered period.

If a **state** violates this provision, it will be required to repay the amount of the applicable reduction to net tax revenue.

6. WHAT ARE THE CURRENT RULES OR ALLOWANCES REGARDING THE TRANSFER OF FUNDS TO OTHER ENTITIES?

The bill states that a metropolitan city, non-entitlement unit of local government, or **county** receiving a payment from funds **may transfer these funds** to a private nonprofit organization, a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of state or local government.

7. WHAT IS THE DEFINITION OF ESSENTIAL OR ELIGIBLE WORKERS, AS OUTLINED IN THE ALLOWABLE USE OF FUNDS SECTION?

The bill classifies 'eligible workers' as those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, non-entitlement unit of local government, or county may designate as critical to protect the health and well-being of the residents of their metropolitan city, non-entitlement unit of local government, or county.

QUESTIONS?

Have a question not answered here? NACo staff are here to assist. Click the link below to ask a question.

ASK A QUESTION <[HTTPS://WWW.NACO.ORG/COVID-19-RECOVERY-CLEARINGHOUSE#QUESTIONS-ANCHOR](https://www.naco.org/covid-19-recovery-clearinghouse#questions-anchor)>



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 Fax: 312.977.4806

3/29/2021

Thomas Bardwell
Chairman
Tuscola County, Michigan

Dear Mr. Bardwell:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended December 31, 2019 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

3/29/2021

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Tuscola County** for its comprehensive annual financial report for the fiscal year ended December 31, 2019. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

3/29/2021

Clayette Zechmeister
Controller Administrator
Tuscola County, Michigan

Dear Ms. Zechmeister:

We are pleased to notify you that your December 31, 2019 fiscal year end comprehensive annual financial report has been awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. However, our review noted one or more serious deficiencies, which required that the Certificate be issued on a qualified basis. While these deficiencies do not disqualify your report from receiving the Certificate, failure to correct them in your next submission will almost certainly preclude award of the Certificate. *If you have any questions, or do not understand precisely what changes are required, we strongly suggest that you contact us promptly in order to have sufficient time to correct the identified deficiencies for your next submission, keeping in mind that additional work by your staff and/or contractors (including possibly actuaries and auditors) may be necessary to do so.*

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations on having satisfied the high program standards.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** These documents note the specific deficiency or deficiencies that caused the award qualification. We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to this year's comments and suggestions for improvement be included when submitting your next report. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent comprehensive annual financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial

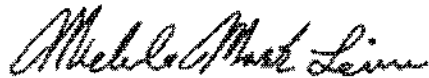
Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.

- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,



Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Tuscola County
Michigan**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

December 31, 2019

Christopher P. Morill

Executive Director/CEO



The Government Finance Officers Association of
the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Clayette A. Zechmeister
Controller/Administrator
Tuscola County, Michigan



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 3 29 2021



The Government Finance Officers Association of
the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Debbie Babich
Fiscal/Personnel Analyst
Tuscola County, Michigan



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 3/29/2021

04/08/2021

REVENUE AND EXPENDITURE REPORT FOR TUSCOLA COUNTY
PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR	
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	MONTH 03/31/21 INCR (DECR)	
Fund 218 - DISPATCH/911						
Revenues						
Dept 334 - DISPATCH						
218-334-477.000	TELEPHONE SURCHARGE	1,064,160.67	1,110,000.00	1,110,000.00	5,347.86	
218-334-545.000	911 PSAP PAYMENTS	13,796.00	12,000.00	12,000.00	0.00	
218-334-665.000	INTEREST & RENT	4,640.58	4,000.00	4,000.00	294.59	
218-334-667.000	TOWER RENT	5,600.00	4,800.00	4,800.00	400.00	
218-334-667.010	TOWER RENT/AMERITECH	1,950.00	1,800.00	1,800.00	300.00	
218-334-676.000	MISCELLANEOUS REVENUE	13,749.00	2,400.00	2,400.00	0.00	
218-334-677.020	REIMB ANDERSON CARO TOWER	2,400.00	2,400.00	2,400.00	200.00	
Total Dept 334 - DISPATCH		1,106,296.25	1,137,400.00	1,137,400.00	6,542.45	
Dept 335 - WIRELESS TELEPHONE SYSTEMS						
218-335-545.000	STATE AID WIRELESS SUR CHARGE	196,619.00	200,000.00	200,000.00	0.00	
Total Dept 335 - WIRELESS TELEPHONE SYSTEMS		196,619.00	200,000.00	200,000.00	0.00	
TOTAL REVENUES		1,302,915.25	1,337,400.00	1,337,400.00	6,542.45	
Expenditures						
Dept 334 - DISPATCH						
218-334-703.000	SALARIES SUPERVISION	64,871.45	68,818.00	68,818.00	5,293.70	
218-334-703.030	DISABILITY PLAN	27.61	0.00	0.00	0.00	
218-334-704.000	SALARIES PERMANENT	409,000.43	417,479.00	417,479.00	37,063.21	
218-334-704.010	SHIFT PREMIUM	5,229.55	5,000.00	5,000.00	486.38	
218-334-704.030	DISABILITY PLAN	4,496.60	4,377.00	4,377.00	403.57	
218-334-704.040	UNUSED SICK TIME PAYOUT	6,809.65	0.00	0.00	0.00	Add \$7,000
218-334-704.050	SICK/VAC PAYOUT	116.76	0.00	0.00	0.00	Add \$2,000
218-334-706.000	SALARIES OVERTIME	116,790.17	75,000.00	75,000.00	5,216.11	
218-334-710.000	WORKERS COMPENSATION	14,503.36	9,726.00	9,726.00	442.13	
218-334-711.000	HEALTH & DENTAL INSURANCE	218,403.75	214,500.00	214,500.00	29,603.22	
218-334-713.000	HOLIDAY PAY	39,657.84	0.00	0.00	0.00	Add \$40,000
218-334-715.000	F.I.C.A.	49,096.38	37,202.00	37,202.00	3,508.47	

Request Budget
Amendment

218-334-717.000	LIFE INSURANCE	629.68	611.00	611.00	55.56
218-334-718.000	RETIREMENT	35,445.68	35,777.00	35,777.00	3,198.51
218-334-718.100	POB IN LIEU OF RETIREMENT	39,031.80	33,511.00	33,511.00	3,300.31
218-334-719.000	UNEMPLOYMENT COMPENSATION	2,499.82	0.00	0.00	0.00
218-334-727.000	SUPPLIES, PRINTING, POSTAGE	2,122.83	4,000.00	4,000.00	269.32
218-334-728.000	LEIN COMPUTER SYSTEM	994.60	1,500.00	1,500.00	0.00
218-334-746.000	UNIFORM & ACCESSORIES	2,627.92	4,400.00	4,400.00	99.95
218-334-776.000	JANITORIAL SUPPLIES	1,757.01	3,000.00	3,000.00	160.50
218-334-803.000	LEGAL	0.00	2,000.00	2,000.00	0.00
218-334-809.000	MEMBERSHIPS & SUBSCRIPTIONS	982.00	1,000.00	1,000.00	0.00
218-334-851.000	TELEPHONE	11,015.40	11,000.00	11,000.00	938.26
218-334-851.010	CELLULAR PHONES	1,113.90	1,150.00	1,150.00	91.95
218-334-861.000	TRAVEL	128.96	1,200.00	1,200.00	0.00
218-334-910.000	INSURANCE & BONDS	2,038.86	0.00	0.00	0.00
218-334-920.000	UTILITIES	12,281.84	14,000.00	14,000.00	1,032.27
218-334-931.000	CLNG/SNOW REMOVAL/TRASH	585.00	800.00	800.00	25.00
218-334-932.000	EQUIPMENT REPAIR & MAINTENANCE	78,611.50	100,000.00	100,000.00	232.00
218-334-933.000	VEHICLE REPAIR & MAINTENANCE	43.34	1,000.00	1,000.00	0.00
218-334-934.000	OFFICE EQUIPMENT REPAIR & MAIN	1,112.34	1,150.00	1,150.00	0.00
218-334-942.000	EQUIPMENT RENTAL	23,509.23	1,500.00	1,500.00	108.96
218-334-955.000	MISCELLANEOUS EXPENDITURES	400.00	600.00	600.00	100.00
218-334-957.000	EMPLOYEE TRAINING	200.00	4,000.00	4,000.00	0.00
218-334-957.010	PSAP TRAINING	2,309.51	13,000.00	13,000.00	0.00
218-334-970.000	EQUIPMENT/CAPITAL OUTLAY	355,696.61	78,000.00	78,000.00	1,367.99
218-334-999.101	INDIRECT COSTS - DISPATCH	94,241.00	98,930.00	98,930.00	24,732.50

Total Dept 334 - DISPATCH	1,598,382.38	1,244,231.00	1,244,231.00	117,729.87	Total Use of Fund Balance \$49,000
TOTAL EXPENDITURES	1,598,382.38	1,244,231.00	1,244,231.00	117,729.87	
Fund 218 - DISPATCH/911:					
TOTAL REVENUES	1,302,915.25	1,337,400.00	1,337,400.00	6,542.45	
TOTAL EXPENDITURES	1,598,382.38	1,244,231.00	1,244,231.00	117,729.87	
NET OF REVENUES & EXPENDITURES	(295,467.13)	93,169.00	93,169.00	(111,187.42)	
BEG. FUND BALANCE	1,247,740.34	952,273.21	952,273.21		
NET OF REVENUES/EXPENDITURES - 2020					
END FUND BALANCE AVAILABLE FOR 2021	952,273.21	1,045,442.21	1,045,442.21		

04/08/2021

REVENUE AND EXPENDITURE REPORT FOR TUSCOLA COUNTY
 PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	MONTH 03/31/21 INCR (DECR)
Fund 240 - VOTED MOSQUITO FUND					
Revenues					
Dept 100 - CONTROL					
240-100-402.000	CURRENT & DELINQ TAX	979,315.21	1,011,705.00	1,011,705.00	(386.34)
240-100-402.891	CURRENT TAX WIND REVENUE	191,477.27	243,248.00	243,248.00	0.00
240-100-665.000	INTEREST EARNED	4,709.69	3,000.00	3,000.00	215.65
240-100-676.000	REFUNDS & REIMBURSEMENTS	0.00	300.00	300.00	0.00
Total Dept 100 - CONTROL		1,175,502.17	1,258,253.00	1,258,253.00	(170.69)
TOTAL REVENUES		1,175,502.17	1,258,253.00	1,258,253.00	(170.69)
Expenditures					
Dept 100 - CONTROL					
240-100-703.000	SALARIES SUPERVISION	46,004.17	47,390.00	47,390.00	3,645.38
240-100-704.000	SALARIES PERMANENT	99,077.77	77,562.00	112,548.00	8,801.92
240-100-704.020	HEALTH INSURANCE INCENTIVE	2,015.31	2,000.00	2,000.00	153.84
240-100-704.030	DISABILITY PLAN	1,217.55	1,062.00	1,062.00	127.56
240-100-704.040	UNUSED SICK TIME PAYOUT	6,463.23	1,200.00	1,200.00	0.00
240-100-705.000	SALARIES-SEASONAL	281,736.39	442,374.00	442,374.00	0.00
240-100-705.010	SEASONAL/SHIFT PREM.	2,078.20	34,986.00	0.00	0.00
240-100-706.000	SALARIES-OVERTIME	11,079.14	20,000.00	20,000.00	12.72
240-100-710.000	WORKERS COMPENSATION	8,717.96	3,199.00	3,199.00	116.04
240-100-711.000	HEALTH & DENTAL INSURANCE	54,639.97	49,500.00	49,500.00	6,831.51
240-100-715.000	F.I.C.A.	34,202.82	12,235.00	12,235.00	916.79
240-100-717.000	LIFE INSURANCE	185.20	167.00	167.00	18.52
240-100-718.000	RETIREMENT	10,603.06	8,376.00	8,376.00	710.02
240-100-718.100	POB IN LIEU OF RETIREMENT	12,245.96	12,186.00	12,186.00	1,015.48
240-100-719.000	UNEMPLOYMENT	106,138.83	80,000.00	80,000.00	0.00
240-100-727.000	SUPPLIES, PRINTING, POSTAGE	1,871.53	7,000.00	7,000.00	0.00
240-100-744.000	OTHER SUPPLIES	1,086.05	2,000.00	2,000.00	65.99
240-100-746.000	UNIFORMS & ACCESSORIES	2,118.50	3,000.00	3,000.00	1,811.50

**Request Budget
Amendment**

240-100-747.000	GAS, OIL, GREASE	19,010.75	40,000.00	40,000.00	691.14	
240-100-750.000	ABATEMENT MATERIALS	142,494.58	105,000.00	105,000.00	0.00	
240-100-803.000	LEGAL/PROF. SERVICES	4,062.98	3,000.00	3,000.00	342.92	
240-100-809.000	MEMBERSHIPS & SUBSCRIPTIONS	364.00	700.00	700.00	0.00	
240-100-811.000	JANITORIAL SUPPLIES	1,209.98	3,500.00	3,500.00	136.76	
240-100-835.000	HEALTH SERVICES	2,935.00	3,500.00	3,500.00	0.00	
240-100-851.000	TELEPHONE	1,286.17	3,200.00	3,200.00	109.41	
240-100-851.010	CELLULAR PHONES	604.78	1,300.00	1,300.00	0.00	
240-100-861.000	TRAVEL	816.53	2,500.00	2,500.00	0.00	
240-100-891.000	ESCROW PORTION OF WIND REVENUE	0.00	36,223.00	36,223.00	0.00	
240-100-901.000	ADVERTISING	1,375.89	1,500.00	1,500.00	0.00	
240-100-910.000	INSURANCE & BONDS	27,210.09	35,000.00	35,000.00	19,037.50	
240-100-920.000	UTILITIES	7,171.33	10,000.00	10,000.00	263.45	
240-100-932.000	EQUIPT. REPAIR & MAINT.	25,776.90	30,000.00	30,000.00	602.21	
240-100-934.010	RADIO SERVICE	6,660.00	7,000.00	7,000.00	0.00	
240-100-957.000	TRAINING	900.00	1,500.00	1,500.00	75.00	
240-100-964.000	REFUNDS & REBATES	896.63	800.00	800.00	0.00	
240-100-970.010	TRUCKS	0.00	21,000.00	21,000.00	0.00	Add \$21,000
240-100-970.020	TRUCK ACCESSORIES	0.00	3,600.00	3,600.00	0.00	
240-100-970.030	ULV SPRAYERS	17,815.17	18,000.00	18,000.00	0.00	
240-100-970.040	OFFICE FURNITURE	175.91	0.00	0.00	0.00	
240-100-970.050	OFFICE EQUIPT (COM,FAX,COPIER	145.00	5,000.00	5,000.00	0.00	
240-100-970.070	SPREADERS/SPRAYERS/FOGGERS	5,607.82	7,000.00	7,000.00	0.00	
240-100-970.090	LIGHT TRAPS/BIOLOGY SUPPLIES	723.20	3,000.00	3,000.00	0.00	
240-100-970.100	FIRE FIGHTING SUPPLIES	402.00	750.00	750.00	685.00	
240-100-970.120	SAFETY EQUIPT	1,950.88	1,500.00	1,500.00	15.50	
240-100-970.160	TIRE CLEAN UP	0.00	12,000.00	12,000.00	0.00	
240-100-999.101	INDIRECT COSTS	84,295.00	93,748.00	93,748.00	23,369.50	
Total Dept 100 - CONTROL		1,035,372.23	1,254,558.00	1,254,558.00	69,555.66	
						Total Use of Fund
TOTAL EXPENDITURES		1,035,372.23	1,254,558.00	1,254,558.00	69,555.66	Balance \$21,000
Fund 240 - VOTED MOSQUITO FUND:						
TOTAL REVENUES		1,175,502.17	1,258,253.00	1,258,253.00	(170.69)	
TOTAL EXPENDITURES		1,035,372.23	1,254,558.00	1,254,558.00	69,555.66	
NET OF REVENUES & EXPENDITURES		140,129.94	3,695.00	3,695.00	(69,726.35)	
BEG. FUND BALANCE		356,392.53	496,522.47	496,522.47		
NET OF REVENUES/EXPENDITURES - 2020						
END FUND BALANCE AVAILABLE FOR 2021		496,522.47	500,217.47	500,217.47		

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
000 - CONTROL		13,727,831.39	14,627,433.00	14,719,322.00	859,384.98	1,214,591.23	8.25
TOTAL REVENUES		13,727,831.39	14,627,433.00	14,719,322.00	859,384.98	1,214,591.23	8.25
101 - BOARD OF COMMISSIONERS		107,805.99	210,349.00	210,349.00	15,418.58	44,004.97	20.92
104 - SPECIAL PROGRAMS		43,189.11	54,800.00	54,800.00	(1,640.58)	713.63	1.30
130 - UNIFIED COURT		2,304,081.79	2,526,143.00	2,527,643.00	202,832.57	535,123.22	21.17
133 - TITLE IV CPLR GRANT		1,548.00	0.00	2,000.00	330.00	360.00	48.00
147 - JURY COMMISSION		8,746.65	5,791.00	5,791.00	1,052.50	1,781.16	30.76
151 - ADULT PROBATION		6,823.60	10,000.00	10,000.00	470.28	2,058.48	20.58
191 - ELECTION		99,598.05	26,871.00	26,871.00	2.59	788.68	2.94
202 - ACCOUNTING SERVICES		47,445.00	47,740.00	47,740.00	0.00	0.00	0.00
211 - LEGAL COUNSEL		123,016.12	130,000.00	130,000.00	11,251.00	17,794.34	13.69
215 - CLERK		524,802.57	517,740.00	517,740.00	47,783.60	130,417.39	25.19
223 - CONTROLLER		417,264.47	438,151.00	438,151.00	38,473.62	108,491.58	24.76
225 - EQUALIZATION		252,004.27	253,876.00	253,876.00	23,083.03	63,528.13	25.02
227 - CITY OF CARO ASSESMENT CONTRT		6,005.26	7,508.00	7,508.00	488.35	1,146.64	15.27
229 - PROSECUTOR		702,301.00	801,408.00	801,408.00	61,446.78	173,512.21	21.65
230 - CO-OP REIMBURSEMENT-PROSECUTOR		216,129.94	214,276.00	215,611.00	19,948.82	55,552.33	25.77
236 - REGISTER OF DEEDS		302,081.95	300,909.00	300,909.00	23,833.62	66,809.04	22.20
253 - TREASURER		387,124.36	404,611.00	404,611.00	29,432.64	94,875.86	23.45
259 - COMPUTER OPERATIONS		735,366.50	759,494.00	759,494.00	57,027.21	250,873.66	33.03
265 - BUILDING AND GROUNDS		785,694.07	836,309.00	859,990.00	63,139.14	163,384.67	21.32
266 - DHHS BLOG MAINTENANCE		56,662.22	84,148.00	60,467.00	5,985.84	13,529.68	22.38
275 - DRAIN COMMISSION		230,623.78	237,487.00	237,487.00	20,954.22	59,069.89	24.87
303 - COURTHOUSE SECURITY		114,345.28	151,604.00	151,604.00	15,834.44	30,833.60	20.34
304 - SHERIFF - JAIL		2,400,183.20	2,434,805.00	2,434,805.00	210,222.95	559,689.01	22.99

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BODGT USED
Fund 101 - GENERAL FUND							
324	CO WEIGH MASTER ENFORCEMENT	92,066.25	91,339.00	91,339.00	6,721.15	20,228.73	22.15
331	MARINE SAFETY	12,167.01	12,869.00	12,869.00	0.00	0.00	0.00
333	SECONDARY ROAD PATROL	109,079.95	87,358.00	87,358.00	1,444.73	11,327.79	12.97
346	THUMB AREA NARCOTICS GROUP	11,052.31	13,970.00	13,970.00	881.60	2,493.56	17.85
352	COMMUNITY CORRECTIONS SERVICE	44,682.27	75,304.00	75,304.00	4,491.19	12,813.89	17.02
400	PLANNING COMMISSION	2,823.47	4,430.00	4,430.00	574.37	1,153.10	26.03
426	EMERGENCY SERVICES	109,232.64	111,352.00	111,352.00	7,699.64	21,903.29	19.67
441	BUILDING CODES	437,236.98	440,000.00	440,000.00	69,796.00	69,796.00	15.86
442	BOARD OF PUBLIC WORKS	1,023.17	1,050.00	1,050.00	0.00	215.29	20.50
445	DRAINS AT LARGE	370,938.25	370,938.00	370,938.00	0.00	345,334.40	93.10
631	SUBSTANCE ABUSE	53,919.20	51,250.00	51,250.00	0.00	0.00	0.00
648	MEDICAL EXAMINER	75,000.00	75,000.00	75,000.00	0.00	25,000.00	33.33
670	DHHS BOARD	11,084.54	10,000.00	10,000.00	691.68	2,075.04	20.75
723	AIRPORT ZONING BRD OF APPEALS	1,458.31	840.00	840.00	0.00	0.00	0.00
728	ECONOMIC DEVELOPMENT CORP	80,000.00	120,000.00	120,000.00	60,000.00	90,000.00	75.00
863	EMPLOYEE SICK/VACATION BENEFIT	12,724.49	5,390.00	5,390.00	0.00	8,084.32	149.99
865	INSURANCE AND BONDS	73,532.09	125,000.00	125,000.00	0.00	3,626.45	2.90
890	CONTINGENCY FUND	0.00	65,686.00	152,690.00	0.00	0.00	0.00
891	ESCROW PORTION OF WIND REVENUE	0.00	224,478.00	224,478.00	0.00	0.00	0.00
965	TRANSFERS OUT	2,507,292.88	2,287,209.00	2,287,209.00	72,060.75	571,802.25	25.00
TOTAL EXPENDITURES		13,878,156.99	14,627,433.00	14,719,322.00	1,071,732.31	3,580,792.28	24.33
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		13,727,831.39	14,627,433.00	14,719,322.00	859,384.98	1,214,691.23	8.25
TOTAL EXPENDITURES		13,878,156.99	14,627,433.00	14,719,322.00	1,071,732.31	3,580,792.28	24.33
NET OF REVENUES & EXPENDITURES		(150,325.60)	0.00	0.00	(212,347.33)	(2,366,101.05)	100.00
BEG. FUND BALANCE		3,202,316.98	3,202,316.98	3,202,316.98		3,202,316.98	
NET OF REVENUES/EXPENDITURES - 2020						(150,325.60)	

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BGD USED
Fund 207 - ROAD PATROL							
Fund 207 - ROAD PATROL:							
	TOTAL REVENUES	2,593,173.50	2,742,109.00	2,742,109.00	2,158.99	23,826.97	0.87
	TOTAL EXPENDITURES	2,439,129.94	2,731,668.00	2,731,668.00	196,484.38	549,111.74	20.10
	NET OF REVENUES & EXPENDITURES	154,043.56	10,441.00	10,441.00	(194,325.39)	(525,284.77)	5,030.98
	BEG. FUND BALANCE	1,179,887.44	1,179,887.44	1,179,887.44		1,179,887.44	
	NET OF REVENUES/EXPENDITURES - 2020					154,043.56	
	END FUND BALANCE	1,333,931.00	1,190,328.44	1,190,328.44		808,646.23	
Fund 208 - COUNTY PARKS & RECREATION							
Fund 208 - COUNTY PARKS & RECREATION:							
	TOTAL REVENUES	71,132.78	19,500.00	19,500.00	4,176.62	9,445.62	48.44
	TOTAL EXPENDITURES	94,789.80	19,800.00	19,800.00	2,541.79	3,861.25	19.50
	NET OF REVENUES & EXPENDITURES	(23,657.02)	(300.00)	(300.00)	1,634.83	5,584.37	1,861.46
	BEG. FUND BALANCE	31,534.18	31,534.18	31,534.18		31,534.18	
	NET OF REVENUES/EXPENDITURES - 2020					(23,657.02)	
	END FUND BALANCE	7,877.16	31,234.18	31,234.18		13,461.53	
Fund 213 - ARBELA TWP POLICE SVC CONTRACT							
Fund 213 - ARBELA TWP POLICE SVC CONTRACT:							
	TOTAL REVENUES	90,405.66	91,463.00	91,463.00	8,185.14	8,185.14	8.95
	TOTAL EXPENDITURES	89,563.85	91,463.00	91,463.00	6,712.63	20,881.17	22.83
	NET OF REVENUES & EXPENDITURES	841.81	0.00	0.00	1,472.51	(12,696.03)	100.00
	BEG. FUND BALANCE						
	NET OF REVENUES/EXPENDITURES - 2020					841.81	
	END FUND BALANCE	841.81				(11,854.22)	
Fund 214 - VOTED PRIMARY ROAD IMPROVEMENT							
Fund 214 - VOTED PRIMARY ROAD IMPROVEMENT:							
	TOTAL REVENUES	1,795,360.50	1,924,746.00	1,924,746.00	(495.83)	(1,632.18)	0.08
	TOTAL EXPENDITURES	1,743,467.71	1,350,384.00	1,350,384.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	52,892.79	574,362.00	574,362.00	(495.83)	(1,632.18)	0.28
	BEG. FUND BALANCE	176,987.39	176,987.39	176,987.39		176,987.39	
	NET OF REVENUES/EXPENDITURES - 2020					52,892.79	
	END FUND BALANCE	229,880.18	751,349.39	751,349.39		228,248.00	
Fund 215 - FRIEND OF THE COURT							
Fund 215 - FRIEND OF THE COURT:							
	TOTAL REVENUES	1,078,072.12	1,156,691.00	1,156,691.00	118,892.63	205,380.46	17.76
	TOTAL EXPENDITURES	1,131,645.17	1,160,275.00	1,160,275.00	132,683.05	277,564.74	23.92
	NET OF REVENUES & EXPENDITURES	(53,573.05)	(3,584.00)	(3,584.00)	(13,790.42)	(72,184.28)	2,014.07
	BEG. FUND BALANCE	167,173.67	167,173.67	167,173.67		167,173.67	
	NET OF REVENUES/EXPENDITURES - 2020					(53,573.05)	
	END FUND BALANCE	113,600.62	163,589.67	163,589.67		41,416.34	
Fund 216 - FAMILY COUNSELING							
Fund 216 - FAMILY COUNSELING:							
	TOTAL REVENUES	7,639.11	9,000.00	9,000.00	270.00	848.00	9.42
	TOTAL EXPENDITURES	2,077.00	2,000.00	2,000.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	5,562.11	7,000.00	7,000.00	270.00	848.00	12.11
	BEG. FUND BALANCE	63,664.50	63,664.50	63,664.50		63,664.50	
	NET OF REVENUES/EXPENDITURES - 2020					5,562.11	
	END FUND BALANCE	69,226.61	70,664.50	70,664.50		70,074.61	
Fund 218 - DISPATCH/911							
Fund 218 - DISPATCH/911:							

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BUDGET USED
Fund 215 - DISPATCH/911							
TOTAL REVENUES		1,302,915.25	1,337,400.00	1,337,400.00	6,542.45	6,624.04	0.64
TOTAL EXPENDITURES		1,598,382.36	1,244,231.00	1,244,231.00	117,729.87	309,450.91	24.87
NET OF REVENUES & EXPENDITURES		(295,467.13)	93,169.00	93,169.00	(111,187.42)	(300,826.87)	322.88
BEG. FUND BALANCE		1,247,740.34	1,247,740.34	1,247,740.34		1,247,740.34	
NET OF REVENUES/EXPENDITURES - 2020						(295,467.13)	
END FUND BALANCE		952,273.21	1,340,909.34	1,340,909.34		652,446.34	
Fund 221 - HEALTH DEPARTMENT							
Fund 221 - HEALTH DEPARTMENT:							
TOTAL REVENUES		3,791,820.61	3,531,259.00	3,531,259.00	427,549.57	1,500,722.33	42.50
TOTAL EXPENDITURES		4,298,361.05	3,592,222.00	3,592,222.00	349,622.85	895,619.95	23.26
NET OF REVENUES & EXPENDITURES		(506,540.44)	(60,963.00)	(60,963.00)	177,926.72	(655,102.38)	1,090.99
BEG. FUND BALANCE		2,202,073.22	2,202,073.22	2,202,073.22		2,202,073.22	
NET OF REVENUES/EXPENDITURES - 2020						(506,540.44)	
END FUND BALANCE		1,695,532.78	2,141,110.22	2,141,110.22		2,360,635.16	
Fund 224 - REGIONAL DWI COURT GRANT							
Fund 224 - REGIONAL DWI COURT GRANT:							
TOTAL REVENUES		192,892.84	251,700.00	251,700.00	2,200.00	3,970.00	1.58
TOTAL EXPENDITURES		177,792.89	245,160.00	245,160.00	16,886.35	44,102.61	17.99
NET OF REVENUES & EXPENDITURES		15,099.95	6,540.00	6,540.00	(14,686.35)	(40,132.61)	613.65
BEG. FUND BALANCE		66,957.45	66,957.45	66,957.45		66,957.45	
NET OF REVENUES/EXPENDITURES - 2020						15,099.95	
END FUND BALANCE		82,057.40	73,497.45	73,497.45		41,924.79	
Fund 225 - VASSAR TWP POLICE SVC CONTRACT							
Fund 225 - VASSAR TWP POLICE SVC CONTRACT:							
TOTAL REVENUES		84,841.78	91,960.00	91,960.00	5,869.60	5,869.60	6.38
TOTAL EXPENDITURES		84,557.69	91,960.00	91,960.00	6,514.30	19,327.79	21.02
NET OF REVENUES & EXPENDITURES		284.09	0.00	0.00	(644.70)	(13,458.19)	100.00
BEG. FUND BALANCE							
NET OF REVENUES/EXPENDITURES - 2020						284.09	
END FUND BALANCE		284.09				(13,174.10)	
Fund 230 - RECYCLING							
Fund 230 - RECYCLING:							
TOTAL REVENUES		345,261.68	346,894.00	346,894.00	10,903.21	20,119.01	5.80
TOTAL EXPENDITURES		415,299.68	385,785.00	385,785.00	41,625.38	81,243.49	21.06
NET OF REVENUES & EXPENDITURES		(70,038.00)	(38,891.00)	(38,891.00)	(30,722.17)	(61,124.48)	157.17
BEG. FUND BALANCE		132,043.45	132,043.45	132,043.45		132,043.45	
NET OF REVENUES/EXPENDITURES - 2020						(70,038.00)	
END FUND BALANCE		62,005.45	93,152.45	93,152.45		880.97	
Fund 232 - MILLINGTON TWP POLICE CONTRACT							
Fund 232 - MILLINGTON TWP POLICE CONTRACT:							
TOTAL REVENUES		181,152.39	185,779.00	185,779.00	13,155.66	24,317.44	13.09
TOTAL EXPENDITURES		179,056.81	185,779.00	185,779.00	13,984.18	38,301.62	20.62
NET OF REVENUES & EXPENDITURES		2,095.58	0.00	0.00	(628.52)	(13,984.18)	100.00
BEG. FUND BALANCE							
NET OF REVENUES/EXPENDITURES - 2020						2,095.58	
END FUND BALANCE		2,095.58				(11,888.60)	
Fund 233 - MENTAL HEALTH COURT							
Fund 233 - MENTAL HEALTH COURT:							
TOTAL REVENUES		33,566.77	56,180.00	56,180.00	0.00	0.00	0.00

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BGD USED
Fund 233 - MENTAL HEALTH COURT							
Fund 233 - MENTAL HEALTH COURT:							
TOTAL EXPENDITURES		33,553.34	53,543.00	53,543.00	4,014.23	8,883.99	16.59
NET OF REVENUES & EXPENDITURES		13.43	2,637.00	2,637.00	(4,014.23)	(8,883.99)	336.90
BEG. FUND BALANCE							
NET OF REVENUES/EXPENDITURES - 2020						13.43	
END FUND BALANCE		13.43	2,637.00	2,637.00		(8,870.56)	
Fund 236 - VICTIM SERVICES							
Fund 236 - VICTIM SERVICES:							
TOTAL REVENUES		86,686.01	89,275.00	95,626.00	(297.94)	(297.94)	0.31
TOTAL EXPENDITURES		86,645.58	89,275.00	95,626.00	7,219.99	20,516.11	21.45
NET OF REVENUES & EXPENDITURES		40.43	0.00	0.00	(7,517.93)	(20,814.05)	100.00
BEG. FUND BALANCE		111.72	111.72	111.72		111.72	
NET OF REVENUES/EXPENDITURES - 2020						40.43	
END FUND BALANCE		152.15	111.72	111.72		(20,661.90)	
Fund 239 - ANIMAL SHELTER							
Fund 239 - ANIMAL SHELTER:							
TOTAL REVENUES		285,384.84	342,650.00	342,650.00	12,760.94	81,353.94	23.74
TOTAL EXPENDITURES		286,810.61	344,595.00	342,595.00	28,555.34	65,247.05	19.34
NET OF REVENUES & EXPENDITURES		(1,425.77)	(1,945.00)	55.00	(15,794.40)	15,106.89	27,467.0
BEG. FUND BALANCE		1,481.35	1,481.35	1,481.35		1,481.35	
NET OF REVENUES/EXPENDITURES - 2020						(1,425.77)	
END FUND BALANCE		55.58	(463.65)	1,536.35		15,162.47	
Fund 240 - VOTED MOSQUITO FUND							
Fund 240 - VOTED MOSQUITO FUND:							
TOTAL REVENUES		1,175,502.17	1,258,253.00	1,258,253.00	(170.69)	(550.29)	0.04
TOTAL EXPENDITURES		1,035,372.23	1,254,558.00	1,254,558.00	69,555.66	115,508.82	9.21
NET OF REVENUES & EXPENDITURES		140,129.94	3,695.00	3,695.00	(69,726.35)	(115,059.11)	3,140.98
BEG. FUND BALANCE		356,392.53	356,392.53	356,392.53		356,392.53	
NET OF REVENUES/EXPENDITURES - 2020						140,129.94	
END FUND BALANCE		496,522.47	360,087.53	360,087.53		380,463.36	
Fund 244 - EQUIPMENT/TECHNOLOGY FUN							
Fund 244 - EQUIPMENT/TECHNOLOGY FUN:							
TOTAL REVENUES		313,247.09	205,000.00	205,000.00	0.00	50,000.00	24.39
TOTAL EXPENDITURES		333,742.39	194,400.00	194,400.00	54,415.99	55,619.87	28.61
NET OF REVENUES & EXPENDITURES		(20,495.30)	10,600.00	10,600.00	(54,415.99)	(5,619.87)	53.02
BEG. FUND BALANCE		345,922.81	345,922.81	345,922.81		345,922.81	
NET OF REVENUES/EXPENDITURES - 2020						(20,495.30)	
END FUND BALANCE		325,427.51	356,522.81	356,522.81		319,807.64	
Fund 246 - COUNTY VETERAN SERVICE GRANT							
Fund 246 - COUNTY VETERAN SERVICE GRANT:							
TOTAL REVENUES		99,993.75	55,374.00	55,374.00	0.00	0.00	0.00
TOTAL EXPENDITURES		62,686.21	55,374.00	55,374.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		37,307.54	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE							
NET OF REVENUES/EXPENDITURES - 2020						37,307.54	
END FUND BALANCE		37,307.54				37,307.54	
Fund 250 - CDBG HOUSING GRANT FUND							
Fund 250 - CDBG HOUSING GRANT FUND:							
TOTAL REVENUES		43,917.00	25,000.00	25,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	50,000.00	50,000.00	0.00	0.00	0.00

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR	YTD BALANCE	% BDDT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	MONTH 03/31/21 (INCR (DECR))	03/31/2021 NORM (ABNORM)	
Fund 250 - CDBG HOUSING GRANT FUND							
	NET OF REVENUES & EXPENDITURES	43,917.00	(25,000.00)	(25,000.00)	0.00	0.00	0.00
	BEG. FUND BALANCE	102,995.03	102,995.03	102,995.03		102,995.03	
	NET OF REVENUES/EXPENDITURES - 2020					43,917.00	
	END FUND BALANCE	146,912.03	77,995.03	77,995.03		146,912.03	
Fund 251 - PRINCIPAL RESIDENCE EXEMPTION							
Fund 251 - PRINCIPAL RESIDENCE EXEMPTION:							
	TOTAL REVENUES	23,749.80	133,500.00	133,500.00	4,392.28	0,606.05	6.51
	TOTAL EXPENDITURES	30,237.38	112,890.00	112,890.00	3,222.50	3,222.50	2.85
	NET OF REVENUES & EXPENDITURES	(6,487.58)	20,610.00	20,610.00	1,169.78	5,464.35	26.51
	BEG. FUND BALANCE	36,592.31	36,592.31	36,592.31		36,592.31	
	NET OF REVENUES/EXPENDITURES - 2020					(6,487.58)	
	END FUND BALANCE	30,104.73	57,202.31	57,202.31		35,569.08	
Fund 252 - STATE SURVEY GRANT FUND (REMON)							
Fund 252 - STATE SURVEY GRANT FUND (REMON):							
	TOTAL REVENUES	63,740.10	56,615.00	56,615.00	(239.94)	22,736.06	40.16
	TOTAL EXPENDITURES	63,740.10	56,615.00	56,615.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	(239.94)	22,736.06	100.00
	BEG. FUND BALANCE						
	END FUND BALANCE					22,736.06	
Fund 255 - VICTIM OF CRIME ACT GRANT							
Fund 255 - VICTIM OF CRIME ACT GRANT:							
	TOTAL REVENUES	85,103.03	91,870.00	91,870.00	11,986.00	11,986.00	12.94
	TOTAL EXPENDITURES	85,604.79	91,870.00	91,870.00	6,434.45	19,320.54	19.94
	NET OF REVENUES & EXPENDITURES	498.24	0.00	0.00	5,451.55	(6,434.54)	100.00
	BEG. FUND BALANCE	1,788.78	1,788.78	1,788.78		1,788.78	
	NET OF REVENUES/EXPENDITURES - 2020					498.24	
	END FUND BALANCE	2,287.02	1,788.78	1,788.78		(9,147.52)	
Fund 256 - REG.OF DEEDS AUTOMATION FND							
Fund 256 - REG.OF DEEDS AUTOMATION FND:							
	TOTAL REVENUES	52,913.10	52,450.00	52,450.00	4,860.63	14,345.80	27.35
	TOTAL EXPENDITURES	66,059.46	51,350.00	51,350.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	(13,146.36)	1,100.00	1,100.00	4,860.63	14,345.80	1,304.16
	BEG. FUND BALANCE	95,006.57	95,006.57	95,006.57		95,006.57	
	NET OF REVENUES/EXPENDITURES - 2020					(13,146.36)	
	END FUND BALANCE	61,860.21	96,106.57	96,106.57		76,206.01	
Fund 258 - GIS							
Fund 258 - GIS:							
	TOTAL REVENUES	106,119.07	107,250.00	107,250.00	10,896.38	37,010.99	34.51
	TOTAL EXPENDITURES	88,454.09	91,863.00	91,863.00	6,942.65	19,352.85	21.07
	NET OF REVENUES & EXPENDITURES	17,664.98	15,387.00	15,387.00	3,953.73	17,658.13	114.76
	BEG. FUND BALANCE	154,145.10	154,145.10	154,145.10		154,145.10	
	NET OF REVENUES/EXPENDITURES - 2020					17,664.98	
	END FUND BALANCE	171,810.08	169,532.10	169,532.10		189,468.21	
Fund 260 - INDIGENT DEFENSE FUND (MIDC)							
Fund 260 - INDIGENT DEFENSE FUND (MIDC):							
	TOTAL REVENUES	1,356,776.24	1,138,982.00	1,138,982.00	0.00	63,524.66	5.58
	TOTAL EXPENDITURES	1,149,471.82	1,138,982.00	1,138,982.00	79,030.32	254,713.32	22.36
	NET OF REVENUES & EXPENDITURES	207,304.41	0.00	0.00	(79,030.32)	(191,188.66)	100.00

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE	% BDGT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	AMENDED BUDGET		03/31/2021 NORM (ABNORM)	
Fund 260 - INDIGENT DEFENSE FUND (MIDC)							
BEG. FUND BALANCE		(0.26)	(0.26)	(0.26)		(0.26)	
NET OF REVENUES/EXPENDITURES - 2020						207,304.41	
END FUND BALANCE		207,304.15	(0.26)	(0.26)		15,115.49	
Fund 261 - HOMELAND SECURITY							
Fund 261 - HOMELAND SECURITY:							
TOTAL REVENUES		35,701.12	60,000.00	60,000.00	(1,279.06)	(1,279.06)	2.13
TOTAL EXPENDITURES		35,807.04	60,000.00	60,000.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(105.92)	0.00	0.00	(1,279.06)	(1,279.06)	100.00
BEG. FUND BALANCE		105.92	105.92	105.92		105.92	
NET OF REVENUES/EXPENDITURES - 2020						(105.92)	
END FUND BALANCE			105.92	105.92		(1,279.06)	
Fund 263 - CONCEALED PISTOL LICENSING							
Fund 263 - CONCEALED PISTOL LICENSING:							
TOTAL REVENUES		45,563.80	34,200.00	34,200.00	4,262.00	13,556.00	39.64
TOTAL EXPENDITURES		16,857.35	41,460.00	41,460.00	1,089.12	2,393.86	5.77
NET OF REVENUES & EXPENDITURES		28,706.45	(7,260.00)	(7,260.00)	3,172.88	11,162.14	153.75
BEG. FUND BALANCE		106,203.63	106,203.63	106,203.63		106,203.63	
NET OF REVENUES/EXPENDITURES - 2020						23,706.45	
END FUND BALANCE		134,910.08	98,943.63	98,943.63		146,072.22	
Fund 265 - LOCAL CORR OFF'S TRAINING							
Fund 265 - LOCAL CORR OFF'S TRAINING:							
TOTAL REVENUES		6,221.91	11,000.00	11,000.00	644.48	1,482.11	13.47
TOTAL EXPENDITURES		9,755.66	13,700.00	13,700.00	1,157.27	1,987.27	14.51
NET OF REVENUES & EXPENDITURES		(3,533.75)	(2,700.00)	(2,700.00)	(512.79)	(505.16)	18.71
BEG. FUND BALANCE		17,420.00	17,420.00	17,420.00		17,420.00	
NET OF REVENUES/EXPENDITURES - 2020						(3,533.75)	
END FUND BALANCE		13,886.25	14,720.00	14,720.00		13,381.09	
Fund 266 - DRUG FORFEITURE FUND							
Fund 266 - DRUG FORFEITURE FUND:							
TOTAL REVENUES		600.00	1,000.00	1,000.00	15,000.00	15,000.00	1,500.00
TOTAL EXPENDITURES		1,361.34	50,000.00	50,000.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(761.34)	(49,000.00)	(49,000.00)	15,000.00	15,000.00	30.61
BEG. FUND BALANCE		79,264.91	79,264.91	79,264.91		79,264.91	
NET OF REVENUES/EXPENDITURES - 2020						(761.34)	
END FUND BALANCE		78,503.57	30,264.91	30,264.91		93,503.57	
Fund 269 - LAW LIBRARY							
Fund 269 - LAW LIBRARY:							
TOTAL REVENUES		6,500.00	6,500.00	6,500.00	0.00	0.00	0.00
TOTAL EXPENDITURES		225.28	6,500.00	6,500.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		6,274.72	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		23,936.83	23,936.83	23,936.83		23,936.83	
NET OF REVENUES/EXPENDITURES - 2020						6,274.72	
END FUND BALANCE		30,211.55	23,936.83	23,936.83		30,211.55	
Fund 273 - CORONAVIRUS EMERGENCY SUPP FUNDING							
Fund 273 - CORONAVIRUS EMERGENCY SUPP FUNDING:							
TOTAL REVENUES		70,885.03	0.00	105,572.00	3,765.00	3,765.00	3.57
TOTAL EXPENDITURES		70,885.03	0.00	105,572.00	2,202.90	3,124.26	2.96
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	1,562.10	640.74	100.00
BEG. FUND BALANCE							

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR	YTD BALANCE	% BUDGT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	MONTH 03/31/21 INCR (DECR)	03/31/2021 NORM (ABNORM)	
Fund 273 - CORONAVIRUS EMERGENCY SUPP FUNDING							
END FUND BALANCE						640.74	
Fund 279 - VOTED MSU							
Fund 279 - VOTED MSU:							
TOTAL REVENUES		208,705.04	198,689.00	198,689.00	(60.90)	(189.09)	0.10
TOTAL EXPENDITURES		155,578.59	180,032.00	180,032.00	339.29	38,794.20	21.55
NET OF REVENUES & EXPENDITURES		53,126.45	18,657.00	18,657.00	(400.19)	(38,983.29)	206.55
BEG. FUND BALANCE		(53,111.11)	(53,111.11)	(53,111.11)		(53,111.11)	
NET OF REVENUES/EXPENDITURES - 2020						53,126.45	
END FUND BALANCE		15.34	(34,454.11)	(34,454.11)		(38,987.95)	
Fund 282 - CARES ACT							
Fund 282 - CARES ACT:							
TOTAL REVENUES		474,554.59	0.00	0.00	0.04	0.11	100.00
TOTAL EXPENDITURES		474,467.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		87.59	0.00	0.00	0.04	0.11	100.00
BEG. FUND BALANCE							
NET OF REVENUES/EXPENDITURES - 2020						87.59	
END FUND BALANCE		87.59				87.70	
Fund 285 - MICHIGAN JUSTICE TRAINING							
Fund 285 - MICHIGAN JUSTICE TRAINING:							
TOTAL REVENUES		3,322.80	4,000.00	4,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES		3,675.00	4,000.00	4,000.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(352.20)	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		7,520.34	7,520.34	7,520.34		7,520.34	
NET OF REVENUES/EXPENDITURES - 2020						(352.20)	
END FUND BALANCE		7,168.14	7,520.34	7,520.34		7,168.14	
Fund 288 - CHILD CARE - DHHS							
Fund 288 - CHILD CARE - DHHS:							
TOTAL REVENUES		169,070.59	368,980.00	368,980.00	586.48	38,486.20	10.43
TOTAL EXPENDITURES		13,778.42	397,900.00	397,900.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		155,292.17	(28,920.00)	(28,920.00)	586.48	38,486.20	133.08
BEG. FUND BALANCE		263,099.22	263,099.22	263,099.22		263,099.22	
NET OF REVENUES/EXPENDITURES - 2020						155,292.17	
END FUND BALANCE		418,391.39	234,179.22	234,179.22		456,877.59	
Fund 291 - MEDICAL CARE FACILITY							
Fund 291 - MEDICAL CARE FACILITY:							
TOTAL REVENUES		26,052,448.29	23,479,565.00	23,479,565.00	4,830,014.14	7,954,603.10	33.88
TOTAL EXPENDITURES		22,874,781.50	23,352,224.00	23,352,224.00	2,183,815.16	5,780,971.69	24.76
NET OF REVENUES & EXPENDITURES		3,177,666.79	127,341.00	127,341.00	2,646,198.98	2,173,631.41	1,706.94
BEG. FUND BALANCE		1,491,597.10	1,491,597.10	1,491,597.10		1,491,597.10	
NET OF REVENUES/EXPENDITURES - 2020						3,177,666.79	
END FUND BALANCE		4,669,263.89	1,618,938.10	1,618,938.10		6,842,895.30	
Fund 292 - CHILD CARE							
Fund 292 - CHILD CARE:							
TOTAL REVENUES		424,725.27	798,900.00	798,900.00	14,283.08	90,339.58	11.31
TOTAL EXPENDITURES		508,363.39	750,166.00	750,166.00	46,582.35	100,308.47	13.37
NET OF REVENUES & EXPENDITURES		(83,638.12)	48,734.00	48,734.00	(32,299.27)	(9,968.89)	20.46
BEG. FUND BALANCE		192,347.26	192,347.26	192,347.26		192,347.26	
NET OF REVENUES/EXPENDITURES - 2020						(83,638.12)	
END FUND BALANCE		108,709.14	241,081.26	241,081.26		98,740.25	

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BDGT USED
Fund 293 - SOLDIERS RELIEF							
Fund 293 - SOLDIERS RELIEF:							
TOTAL REVENUES							
		40,000.00	5,000.00	5,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES							
		28,161.62	25,000.00	25,000.00	5,278.26	7,749.71	31.00
NET OF REVENUES & EXPENDITURES							
		11,838.38	(20,000.00)	(20,000.00)	(5,278.26)	(7,749.71)	38.75
BEG. FUND BALANCE							
		80,337.84	80,337.84	80,337.84		80,337.84	
NET OF REVENUES/EXPENDITURES - 2020							
						11,838.38	
END FUND BALANCE							
		92,176.22	60,337.84	60,337.84		84,426.51	
Fund 295 - VOTED VETERANS							
Fund 295 - VOTED VETERANS:							
TOTAL REVENUES							
		316,202.72	339,773.00	339,773.00	(77.55)	(243.51)	0.07
TOTAL EXPENDITURES							
		354,693.43	376,498.00	376,498.00	3,013.05	4,586.85	1.22
NET OF REVENUES & EXPENDITURES							
		(38,490.71)	(36,725.00)	(36,725.00)	(3,090.60)	(4,830.36)	13.15
BEG. FUND BALANCE							
		105,478.98	105,478.98	105,478.98		105,478.98	
NET OF REVENUES/EXPENDITURES - 2020							
						(38,490.71)	
END FUND BALANCE							
		66,988.27	68,753.98	68,753.98		62,157.91	
Fund 296 - VOTED BRIDGE							
Fund 296 - VOTED BRIDGE:							
TOTAL REVENUES							
		902,277.13	963,100.00	963,100.00	213.58	533.07	0.06
TOTAL EXPENDITURES							
		406,575.75	868,069.00	868,069.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES							
		495,701.38	95,031.00	95,031.00	213.58	533.07	0.56
BEG. FUND BALANCE							
		1,045,581.41	1,045,581.41	1,045,581.41		1,045,581.41	
NET OF REVENUES/EXPENDITURES - 2020							
						495,701.38	
END FUND BALANCE							
		1,541,282.79	1,140,612.41	1,140,612.41		1,541,815.86	
Fund 297 - VOTED SENIOR CITIZENS							
Fund 297 - VOTED SENIOR CITIZENS:							
TOTAL REVENUES							
		594,419.87	636,807.00	636,807.00	(195.73)	(586.99)	0.09
TOTAL EXPENDITURES							
		556,920.51	582,479.00	582,479.00	2,347.99	217,440.40	37.33
NET OF REVENUES & EXPENDITURES							
		37,499.36	54,328.00	54,328.00	(2,543.72)	(213,027.39)	401.32
BEG. FUND BALANCE							
		115,134.23	115,134.23	115,134.23		115,134.23	
NET OF REVENUES/EXPENDITURES - 2020							
						37,499.36	
END FUND BALANCE							
		152,633.59	169,462.23	169,462.23		(65,393.80)	
Fund 298 - VOTED MEDICAL CARE FACILITY							
Fund 298 - VOTED MEDICAL CARE FACILITY:							
TOTAL REVENUES							
		468,678.29	502,124.00	502,124.00	242.54	685.68	0.14
TOTAL EXPENDITURES							
		185,309.90	251,483.00	251,483.00	14,281.73	44,716.45	17.78
NET OF REVENUES & EXPENDITURES							
		283,368.39	250,641.00	250,641.00	(14,039.19)	(44,030.77)	17.57
BEG. FUND BALANCE							
		706,157.27	706,157.27	706,157.27		706,157.27	
NET OF REVENUES/EXPENDITURES - 2020							
						283,368.39	
END FUND BALANCE							
		989,525.66	956,798.27	956,798.27		945,494.89	
Fund 352 - PENSION OBLIGATION BOND DEBT							
Fund 352 - PENSION OBLIGATION BOND DEBT:							
TOTAL REVENUES							
		506,326.07	505,700.00	505,700.00	42,650.15	127,091.39	25.13
TOTAL EXPENDITURES							
		509,700.00	505,700.00	505,700.00	0.00	100,100.00	19.79
NET OF REVENUES & EXPENDITURES							
		(3,373.93)	0.00	0.00	42,650.15	26,991.39	100.00
BEG. FUND BALANCE							
		3,609.43	3,609.43	3,609.43		3,609.43	
NET OF REVENUES/EXPENDITURES - 2020							
						(3,373.93)	
END FUND BALANCE							
		235.50	3,609.43	3,609.43		27,226.89	
Fund 353 - HD PENSION OB BOND DEBT							
Fund 353 - HD PENSION OB BOND DEBT:							

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE	% BDDT USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET		03/31/2021 NORM (ABNORM)	
Fund 353 - RD PENSION OR BOND DEBT							
Fund 353 - RD PENSION OR BOND DEBT:							
TOTAL REVENUES		174,505.51	186,925.00	186,925.00	15,551.55	46,634.47	24.95
TOTAL EXPENDITURES		174,925.00	186,925.00	186,925.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(419.49)	0.00	0.00	15,551.55	46,634.47	100.00
BEG. FUND BALANCE		440.43	440.43	440.43		440.43	
NET OF REVENUES/EXPENDITURES - 2020						(419.49)	
END FUND BALANCE		20.94	440.43	440.43		46,655.41	
Fund 374 - PURDY BLDG DEBT							
Fund 374 - PURDY BLDG DEBT:							
TOTAL REVENUES		73,302.81	74,103.00	74,103.00	3.85	18,529.60	25.01
TOTAL EXPENDITURES		74,905.00	74,103.00	74,103.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(1,602.19)	0.00	0.00	3.85	18,529.60	100.00
BEG. FUND BALANCE		1,602.70	1,602.70	1,602.70		1,602.70	
NET OF REVENUES/EXPENDITURES - 2020						(1,602.19)	
END FUND BALANCE		0.51	1,602.70	1,602.70		18,530.11	
Fund 375 - CARO SEWER SERIES 2007							
Fund 375 - CARO SEWER SERIES 2007:							
TOTAL REVENUES		430,081.23	423,988.00	423,988.00	0.00	401,017.18	94.58
TOTAL EXPENDITURES		430,081.23	423,988.00	423,988.00	0.00	401,017.18	94.58
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE							
END FUND BALANCE							
Fund 379 - MAYVILLE STORM SEWER DEBT							
Fund 379 - MAYVILLE STORM SEWER DEBT:							
TOTAL REVENUES		78,350.00	78,650.00	78,650.00	0.00	21,325.00	27.11
TOTAL EXPENDITURES		78,350.00	78,650.00	78,650.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	21,325.00	100.00
BEG. FUND BALANCE							
END FUND BALANCE						21,325.00	
Fund 385 - DENMARK TWP SEWER DEBT							
Fund 385 - DENMARK TWP SEWER DEBT:							
TOTAL REVENUES		102,805.01	102,781.00	102,781.00	31,891.10	31,891.10	31.03
TOTAL EXPENDITURES		102,805.01	102,781.00	102,781.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	31,891.10	31,891.10	100.00
BEG. FUND BALANCE							
END FUND BALANCE						31,891.10	
Fund 387 - WISNER TWP WATER DIST SYS DEBT							
Fund 387 - WISNER TWP WATER DIST SYS DEBT:							
TOTAL REVENUES		159,397.02	158,150.00	158,150.00	50.54	121,648.57	76.92
TOTAL EXPENDITURES		159,318.75	158,150.00	158,150.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		78.27	0.00	0.00	50.54	121,648.57	100.00
BEG. FUND BALANCE		23.36	23.36	23.36		23.36	
NET OF REVENUES/EXPENDITURES - 2020						78.27	
END FUND BALANCE		101.63	23.36	23.36		121,750.20	
Fund 391 - MEDICAL CARE DEBT RET							
Fund 391 - MEDICAL CARE DEBT RET:							
TOTAL REVENUES		31.50	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		31.88	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(0.38)	0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/21 INCR (DECR)	YTD BALANCE 03/31/2021 NORM (ABNORM)	% BGD USED
Fund 391 - MEDICAL CARE DEBT RET							
	BEG. FUND BALANCE	0.38	0.38	0.38		0.38	
	NET OF REVENUES/EXPENDITURES - 2020					(0.38)	
	END FUND BALANCE		0.38	0.38			
Fund 470 - STATE POLICE BUILDING							
Fund 470 - STATE POLICE BUILDING:							
	TOTAL REVENUES	14,325.90	10,500.00	10,500.00	2,488.29	16,379.46	155.99
	TOTAL EXPENDITURES	5,922.69	10,500.00	10,500.00	1,511.87	4,615.76	43.96
	NET OF REVENUES & EXPENDITURES	8,403.21	0.00	0.00	976.42	11,763.70	100.00
	BEG. FUND BALANCE	132,752.69	132,752.69	132,752.69		132,752.69	
	NET OF REVENUES/EXPENDITURES - 2020					8,403.21	
	END FUND BALANCE	141,155.90	132,752.69	132,752.69		152,919.60	
Fund 483 - CAPITAL IMPROVEMENTS FUND							
Fund 483 - CAPITAL IMPROVEMENTS FUND:							
	TOTAL REVENUES	191,522.33	213,000.00	213,000.00	605.05	53,189.96	24.97
	TOTAL EXPENDITURES	26,614.28	179,000.00	179,000.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	164,908.05	34,000.00	34,000.00	605.05	53,189.96	156.44
	BEG. FUND BALANCE	1,902,511.14	1,902,511.14	1,902,511.14		1,902,511.14	
	NET OF REVENUES/EXPENDITURES - 2020					164,908.05	
	END FUND BALANCE	2,067,419.19	1,936,511.14	1,936,511.14		2,120,609.15	
Fund 488 - JAIL CAPITAL IMPROVEMENTS FUND							
Fund 488 - JAIL CAPITAL IMPROVEMENTS FUND:							
	TOTAL REVENUES	12,974.46	20,000.00	20,000.00	314.75	984.08	4.92
	TOTAL EXPENDITURES	7,940.16	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	5,034.30	20,000.00	20,000.00	314.75	984.08	4.92
	BEG. FUND BALANCE	982,372.39	982,372.39	982,372.39		982,372.39	
	NET OF REVENUES/EXPENDITURES - 2020					5,034.30	
	END FUND BALANCE	987,406.69	1,002,372.39	1,002,372.39		983,390.77	
Fund 532 - TAX FORECLOSURE FUND							
Fund 532 - TAX FORECLOSURE FUND:							
	TOTAL REVENUES	761,725.87	657,128.00	657,128.00	54,936.66	97,168.13	14.79
	TOTAL EXPENDITURES	323,681.67	501,138.00	501,138.00	5,656.69	27,253.94	5.44
	NET OF REVENUES & EXPENDITURES	438,044.20	155,990.00	155,990.00	49,279.97	69,914.19	44.82
	BEG. FUND BALANCE	1,333,399.70	1,333,399.70	1,333,399.70		1,333,399.70	
	NET OF REVENUES/EXPENDITURES - 2020					438,044.20	
	END FUND BALANCE	1,771,443.90	1,489,389.70	1,489,389.70		1,841,358.09	
Fund 676 - MOTOR POOL FUND							
Fund 676 - MOTOR POOL FUND:							
	TOTAL REVENUES	3,145.26	5,000.00	5,000.00	361.76	361.76	7.24
	TOTAL EXPENDITURES	1,133.46	5,000.00	5,000.00	74.00	74.00	1.48
	NET OF REVENUES & EXPENDITURES	2,011.80	0.00	0.00	287.76	287.76	100.00
	BEG. FUND BALANCE	18,797.36	18,797.36	18,797.36		18,797.36	
	NET OF REVENUES/EXPENDITURES - 2020					2,011.80	
	END FUND BALANCE	20,809.16	18,797.36	18,797.36		21,096.92	
Fund 677 - WORKERS' COMPENSATION							
Fund 677 - WORKERS' COMPENSATION:							
	TOTAL REVENUES	210,853.36	200,000.00	200,000.00	6,023.79	12,137.75	6.07
	TOTAL EXPENDITURES	195,849.87	200,000.00	200,000.00	0.00	32,630.58	16.32
	NET OF REVENUES & EXPENDITURES	15,003.49	0.00	0.00	6,023.79	(20,492.83)	100.00
	BEG. FUND BALANCE	36,205.27	36,205.27	36,205.27		36,205.27	

PERIOD ENDING 03/31/2021

GL NUMBER	DESCRIPTION	END BALANCE	2021		ACTIVITY FOR	YTD BALANCE	% BGET USED
		12/31/2020 NORM (ABNORM)	ORIGINAL BUDGET	2021 AMENDED BUDGET	MONTH 03/31/21 INCR (DECR)	03/31/2021 NORM (ABNORM)	
Fund 677 - WORKERS' COMPENSATION							
NET OF REVENUES/EXPENDITURES - 2020						15,003.49	
END FUND BALANCE		51,208.76	36,205.27	36,205.27		30,715.93	
Fund 679 - HEALTH INSURANCE FUND							
Fund 679 - HEALTH INSURANCE FUND:							
TOTAL REVENUES		3,390,608.15	0.00	0.00	372,368.39	1,067,543.67	100.00
TOTAL EXPENDITURES		3,311,295.66	0.00	0.00	344,963.00	656,899.00	100.00
NET OF REVENUES & EXPENDITURES		79,312.49	0.00	0.00	27,405.39	410,644.67	100.00
BEG. FUND BALANCE		456,151.38	456,151.38	456,151.38		456,151.38	
NET OF REVENUES/EXPENDITURES - 2020						79,312.49	
END FUND BALANCE		535,463.87	456,151.38	456,151.38		535,463.87	
TOTAL REVENUES - ALL FUNDS							
TOTAL REVENUES - ALL FUNDS		51,193,198.12	45,346,463.00	45,458,386.00	6,038,139.68	17,230,246.71	26.90
TOTAL EXPENDITURES - ALL FUNDS		46,696,253.45	44,071,488.00	44,191,411.00	3,656,539.59	10,166,513.94	23.01
NET OF REVENUES & EXPENDITURES		4,496,944.67	1,274,975.00	1,278,975.00	2,381,600.09	2,063,732.77	161.61
BEG. FUND BALANCE - ALL FUNDS		15,411,437.64	15,411,437.64	15,411,437.64		15,411,437.64	
END FUND BALANCE - ALL FUNDS		19,008,382.31	16,686,412.64	16,688,412.64		21,972,115.02	



ADDENDUM TO LEASE

between

**TUSCOLA COUNTY
A Governmental Unit**

and the

STATE OF MICHIGAN

ADDENDUM #1, to Lease No. 10724, as modified, by and between Tuscola County, as Lessor, whose address is 125 W. Lincoln Street, Suite 500, Caro, MI 48723, and the State of Michigan by the Department of Technology, Management & Budget for the Michigan State Police, as Lessee, for property located at 1485 Cleaver Rd, Caro, Michigan.

The purpose of this Addendum is to establish a set rental rate effective August 1, 2021, remove the annual rent computation, update lease language, and provide for connection of the facility to the municipal water system and upgrade the existing fire suppression system.

Article II, Paragraph 2.4, of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a fifteen-year initial term of possession beginning upon actual possession or at 12:01 a.m. on August 1, 2000, and ending at 11 :59 p.m. on July 31, 2015, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

Article II, Paragraph 2.5, of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:

2.5 -This Lease may, at the option of the Lessee, be extended for a five-year term beginning at 12:01 a.m. on August 1, 2015, and ending at 11:59 p.m. on July 31, 2020, provided notice be given in writing to the Lessor ninety (90) days before this Lease or extension expires.

Article II, Paragraph 2.6, of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:

2.6 -This Lease may, at the option of the Lessee, be extended for a five-year term beginning at 12:01 a.m. on August 1, 2020, and ending at 11:59 p.m. on July 31, 2025, provided notice be given in writing to the Lessor ninety (90) days before this Lease or extension expires.

Article II, Paragraph 2.11, of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or **any** extension. The Lessor shall provide written notice to the Lessee and the DTMB-Real Estate Division, per the notification instructions in paragraph 12.1, at least fourteen (14) calendar days prior to the start of any significant construction work/maintenance task to be completed by the Lessor or a third party on behalf of the Lessor in or at the Leased premises.

Article III, Paragraph 3.1r), of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited).

Article III, Paragraph 3.1w), of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

w) Annual written inspections, submitted within thirty (30) days of completion, certifying the fire alarm, fire extinguishers, emergency exit lighting, and fire sprinkler system (as applicable) are in proper working condition.

Article III, Paragraph 3.1aa), of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

aa) Deleted, Not Applicable.

Article III, Paragraph 3.1b) 1), 3), and 4), of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

1) Promptly notify both the State, as the Lessee, and the **Michigan Department of Environment, Great Lakes, and Energy (EGLE)** of the release or threatened release.

3) Inform the Lessee, **EGLE**, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, the **EGLE**, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

Effective upon execution of this Addendum, Article III, Paragraph 3.5, of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

3.5 - The Lessor shall begin the remodeling or construction indicated in paragraph 3.7 within **sixty (60)** days from the date this Addendum is fully executed. All work required under paragraph 3.7 shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessor shall be responsible for acquisition of and payment for all necessary permits.

Effective upon execution of this Addendum, Article III, Paragraph 3.6, of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

3.6 - The Lessor shall complete the remodeling or construction in accordance with the standards and specifications listed in paragraph 3.7 by **October 31, 2021, or one hundred eighty (180)** days from the date this Addendum is fully executed, whichever is later.

Effective upon execution of this Addendum, Article III, Paragraph 3.7, of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

3.7 - See attached Enclosure "G", for Scope of Work.

Effective upon execution of this Addendum, Article III, Paragraph 3.8, of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

3.8 - During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes, subject to the execution of a contract change order (CCO), whereby the Lessor and Lessee acknowledge and agree that all contractors and service providers listed therein will be hired by and working for the Lessor, not by or for the State of Michigan and that the State of Michigan shall not indemnify any party in connection with any liability arising from said CCO. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate Division of the Department of Technology, Management & Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted.

Article III, Paragraph 3.14 of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer and identify the new owner.

Article V, Paragraph 5.3 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:

5.3 -The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. August 1, 2000, through 11 :59 p.m. July 31, 2015, at the rate of One Hundred Sixty Two Thousand One Hundred Thirty Four and 16/100 dollars (\$162,134.16) per year, payable in installments of Thirteen Thousand Five Hundred Eleven and 18/100 dollars (\$13,511.18) per month.

Article V, Paragraph 5.5 of this Lease, as modified, is further modified and amended as follows with the text changes being underlined:

5.5 -In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. August 1, 2015, through 11 :59 p.m. July 31, 2020, at a rental rate determined by actual costs as determined in the following operating costs attributable to the Leased premises for the period August 1, 2015, to July 31, 2020.

Exterior maintenance and repair

Roof maintenance and repair

Interior maintenance and repair

HVAC maintenance

Parking lot maintenance and repair

Twenty percent (20%) of the above actual operating costs as administrative expenses

Article V, Paragraph 5.5A of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

5.5A -In the event the Lessee exercises the renewal option pursuant to Article II, Paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. August 1, 2020, through 11 :59 p.m. July 31, 2021, at the rate of Twenty Nine Thousand One Hundred and 00/100 dollars (\$29,100.00) per year, payable in installments of Two Thousand Four Hundred Twenty Five and 00/100 dollars (\$2,425.00) per month.

The Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. August 1, 2021, through 11 :59 p.m. July 31, 2025, at the rate of Fifty Two Thousand Eight Hundred Twenty One and 96/100 dollars (\$52,821.96) per year, payable in installments of Four Thousand Four Hundred One and 83/100 dollars (\$4,401.83) per month.

Article XI, Paragraph 11.1 of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

11.1 - This Lease may be cancelled by the Lessee during the initial period of August 1, 2000, through July 31, 2015, if the Lessor is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

1) An Executive determination has been made either that the purpose for which the Lease was entered into no longer exists, or that sufficient funds do not exist for meeting the rental obligations of the occupying State agency or department. This article is cross referenced to paragraphs 1.4 and 1.10.

2) Space is provided in state government owned or managed facilities.

Article XI, Paragraph 11.2 of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

11.2 - This Lease may be cancelled by the Lessee during any subsequent renewal option periods if the Lessor is notified in writing at least ninety (90) days prior to the effective date of cancellation.

Article XI, Paragraph 11.3a) of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by **the State of Michigan** pursuant to 1980 PA 278, as amended. MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

Article XII, Paragraph 12.1 of this Lease, as modified, is deleted in its entirety with the following text being inserted in lieu thereof:

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	Lessee
Tuscola County	Director, Real Estate Division
Attn: Mike Miller	Department of Technology, Management & Budget
125 W. Lincoln St., Suite 500	
Caro, MI 48723	<i>For private carrier delivery:</i>
	3111 W. St. Joseph Street
	Lansing, MI 48917
E-mail: mmiller@tuscolacounty.org	
Telephone: 989-672-3756	<i>For U.S. Postal Service delivery:</i>
	P. O. Box 30026
	Lansing, MI 48909
	Copy to the Michigan State Police
	Michigan State Police
	Property Services Section Manager
	P.O. Box 50634

	Lansing, MI 48913

The notice shall be deemed effective on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

Article XII, Paragraph 12.8 shall be added to this Lease, as modified:

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the SIGMA Vendor Self Service website (www.michigan.gov/sigmavss) or by calling (888) 734-9749.

This Lease Addendum shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature. The effective date of this Lease Addendum is the date that the last State Governmental approval is obtained as set forth on the signature page.

The Lease terms, as modified by Addendum, apply to any renewal options, if exercised.

Except as herein provided, all other provisions of the original Lease, as modified by Date Modification Agreement, apply to this Addendum.

Add Enclosure G, Scope of Work, 4 pages

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

_____ Date: _____
Signature

Print Name:
Title:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

20____, by _____,
Type or print name(s) of person(s) signing this document

the _____ of _____,

a _____, A Michigan Municipal Corporation.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Michigan State Police

_____ Date: _____
Signature

Print Name:

Title:

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

_____ Date: _____
Signature

Marchan D. Darby
State Administrative Manager
Real Estate Division, DTMB

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Marchan D. Darby, State Administrative Manager of the Department of Technology, Management & Budget, Real Estate Division.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

This Addendum has been approved as to legal form by the Michigan Attorney General _____

This Addendum was approved by the Michigan State Administrative Board on _____

Item #

ENCLOSURE "G" TO LEASE #10724 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR, AND THE STATE OF MICHIGAN, BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, FOR THE MICHIGAN STATE POLICE, AS LESSEE

Scope of Work

The Lessor is responsible for:

1. Labor and Materials for all items listed.
2. Project clean-up during and after work is completed.
3. All necessary plans and permits for the work being completed (if applicable).
4. Work shall be completed paying strict attention to the latest ADA and Barrier Free Construction guidelines and any applicable local codes.
5. All costs associated with the items listed.
6. Overseeing all work done by the contractor.

Lessor agrees to complete all work necessary for connection of the facility to the municipal water supply and the upgrade of the fire suppression system from the current attic system to a wet system.

See Option #3 of the attached estimate from TSSF Architects, Inc dated October 8, 2020 (3 pages) for additional details regarding the Scope of Work.

Lessee shall have no responsibility for any cost or work associated with the above or the attached.

Lessor agrees to accept the changes to the Leased Premises and Lessee will have no responsibility to return the Leased Premises to its condition prior to the changes stated above.



TSSF ARCHITECTS, INC.

ARCHITECTS

PLANNERS

122 N WASHINGTON AVENUE

SAGINAW, MICHIGAN

October 8, 2020

Mike Miller
Tuscola County
Buildings and Grounds
207 E Grant Street
Caro, MI 48723

RE: Fire Suppression Upgrades for State Police Post, in Caro, Michigan.

Dear Mike:

We [Linda Deyarmond, Greg Dittenberg Jimco Fire Protection, and Keith Kosik] along with yourself visited the site last month to look at the existing fire suppression system for the Michigan State Police Post in Caro, Michigan. The facility is owned by the County of Tuscola, and leased by the State Police. Existing fire suppression system is housed in a pump house with sunken tanks which leak and the pump house floods. The existing system is also out of compliance with codes, and the County is considering connecting to the municipal water system across the street in lieu of updated the existing system. We were asked to provide budgetary costs for a couple of options.

Originally, we were looking at two options but ended up looking at three as follows:

- 1) Installing a new Fire Suppression line, a new fire pump and new pump house above grade and revising attic sprinkler heads as required for proper coverage (layout does not meet current codes). System would provide the existing high pressure that was initially designed/installed.
- 2) Installing a larger fire suppression line from the street and completely renovating the sprinkler heads in the attic. This option allows a lower pressure resulting in no pump house, fire pump or jockey pump or related items. This system utilizes the pressure currently in the city water line.
- 3) Eliminate the attic sprinkler heads, which eliminates the dry attic suppression system and connect to municipal water system. No pump house, fire pump, jockey pump or related items would be required. This option was conceived when Jimco bid a new state police post in West Branch Michigan last month, and the specifications call for "floor" fire suppression coverage, but specifically eliminate the "attic" coverage. (The State Police Posts currently being built require sprinkler systems covering the "floor" space, but not the "attic" space.) Sprinkler systems are not currently required by any building/fire codes for this type of facility.

FOLLOWING ARE FURTHER DESCRIPTIONS AND ASSOCIATED COSTS:

OPTION # 1:

Fire Suppression Contractor Work (includes auto transfer switch for genset)	\$ 74,000.00
Site Work (excavation, material, installation, testing and backfilling for 6" underground from city main to pump house, reworking existing 4" from pump house area to existing building)	\$ 25,000.00
Site Work (new 1" domestic water main from city main to domestic water entrance – or split off at 6" fire suppression ung'd. if allowed)	\$ 6,000.00
Electrical work including service for new fire pump, wiring of alarm switches, air compressor, pumps and controllers, pump house heat/light/ new generator/generator wiring/fuel for generator/etc.	\$ 40,000.00
Plumbing includes drain in pump house to existing sanitary main and new Backflow preventer on domestic line, testing of backflow assemblies	\$ 5,000.00
Pump house: includes foundation, walls, roof, insulation, siding, etc.	\$ 7,000.00
Demolition: includes demolition of existing underground tank/concrete vault, compressor and all related MEP systems and removal of all from site:	\$ 25,000.00
<hr/>	
Subtotal	\$ 182,000.00
General Conditions +/- 20%	\$ 36,000.00
Contingency Allowance	\$ 18,000.00
Architectural and Engineering Fees:	\$ 21,000.00
<hr/>	
ESTIMATE FOR OPTION # 1:	\$ 257,000.00

OPTION # 2:

Fire Suppression Contractor Work	\$ 65,000.00
Site Work (excavation, material, installation, testing and backfilling for 8" underground from city main to garage)	\$ 29,000.00
Site Work (new 1" domestic water main from city main to domestic water Entrance – or split off of 8" outside of building if possible)	\$ 6,000.00
Electrical work (minimal, includes any alarm/dry system work that needs to be upgraded to meet code)	\$ 5,000.00
Plumbing includes new backflow preventer on domestic line, testing of backflow assemblies	\$ 4,000.00
Demolition: includes demolition of existing underground tank/concrete vault, compressor/and all related MEP systems and removal of all from site:	\$ 25,000.00
Access (2' x 4') thru existing roof in 4 locations to remove/install piping in the attic and repairing/replacing attic insulation due to construction, additional space in garage for new sprinkler riser:	\$ 25,000.00
<hr/>	
Subtotal	\$ 134,000.00
General Conditions +/- 20%	\$ 27,000.00

Contingency Allowance	\$ 13,000.00
Architectural and Engineering Fees:	\$ 17,000.00
<hr/>	
ESTIMATE FOR OPTION # 2:	\$ 191,000.00

OPTION # 3:

Fire Suppression Contractor Work: abandon attic system, convert existing dry system to wet system	\$ 30,000.00
Site Work (excavation, material, installation, testing and backfilling for 8" underground from city main to garage)	\$ 29,000.00
Site Work (new 1" domestic water main from city main to domestic water Entrance – or split off of 8" outside of building if possible)	\$ 6,000.00
Electrical work (minimal, includes any alarm system work that needs to be upgraded/installed to meet code)	\$ 2,000.00
Plumbing includes new backflow preventer on domestic line, testing of backflow assemblies	\$ 4,000.00
Demolition: includes demolition of existing underground tank/concrete vault, compressor/and all related MEP systems and removal of all from site:	\$ 25,000.00
<hr/>	
Subtotal	\$ 96,000.00
General Conditions +/- 20%	\$ 19,000.00
Contingency Allowance	\$ 9,000.00
Architectural and Engineering Fees:	\$ 14,000.00
<hr/>	
ESTIMATE FOR OPTION # 3:	\$ 138,000.00

Our recommendation for Tuscola County is to pursue option # 3. Since the current MSP (Michigan State Police) facilities do NOT require attic fire suppression, we believe that they will allow elimination of the existing attic system from this facility, especially considering the excessive costs to maintain it at this specific site.

We hope that this information is useful to the County of Tuscola and enables them to make a decision on one of the three options. Please contact us if we can be of any further assistance.

Sincerely,

Keith Kosik, AIA
TSSF Architects, Inc.
Linda S Deyarmond, P.E.
Kovacs Engineering
Cc: file

A PROPOSAL/AGREEMENT FOR THE PROVISION OF SPECIFIED PROFESSIONAL SERVICES

CLIENT: County of Tuscola,
Department of Buildings and Grounds
207 E Grant Street Caro, MI 48723

DATE: March 30, 2021
TSSF PROJECT NO. 21_13

Attn: Mike Miller Tuscola County Buildings and Grounds
Phone: (989) 672-3756 **FAX:** (989) 672-4011
Email: mmiller@tuscolacounty.org

PROJECT:
Fire Suppression Upgrades for State Police Post, in Caro, Michigan

BRIEF DESCRIPTION OF PROJECT:
Fire Suppression Upgrades for State Police Post, in Caro, Michigan

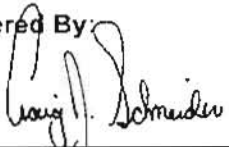
SCOPE OF SERVICES:
Professional Engineering Services:
1. Architectural Design
2. MEP Engineering Services
3. Civil Engineering Services

SCHEDULE:
At Owners direction.

PROFESSIONAL FEE:
Lump Sum Amount: \$14,000.00

SPECIAL CONDITIONS: The following services are available for additional fee if requested:
1. Processing review and permit fees charged by regulatory agencies having jurisdiction over the project.
2. Reproduction of bidding and construction documents for contractors' use.
3. Boundary Survey, Topographic survey, soil borings, etc.

The attached Terms and Conditions are a part of this Agreement (two pages).
The attached Professional Services Fee and Rate Schedule are a part of this Agreement

Offered By:


(Signature) Craig J. Schneider

President/CEO
(Title)

March 30, 2021
(Date Offered)

For: TSSF Architects, Inc. _____

Accepted By:
Note: Proposed fee remains valid when accepted within 30 days of date offered.

(Signature)

(Title)

(Date Accepted)

For: _____
(Company)

TERMS AND CONDITIONS

TSSF Architects, Inc. (TSSF) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, TSSF shall have access to the site for activities necessary for the performance of the services. TSSF will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee shall be a lump sum, unless indicated otherwise, and is valid for 30 days from date of Agreement. Where the fee arrangement is to be on an hourly basis or additional services are required, the rates shall be those that prevail at the time services are tendered. (Fee and rate schedule are as attached.) Rates and multiples for services as set forth in this agreement shall be adjusted in accordance with the Architect's normal salary review procedures.

Billings/Payments

Invoices for services will be submitted on a monthly basis and shall be payable within 30 days of invoice date. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date at which time TSSF may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. A monthly service charge of 1.5% of the unpaid balance may be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees. (Retainers shall be credited on the final invoice.)

Insurance

TSSF shall during the course of this project maintain (1) statutory workmen's compensation insurance coverage, (2) comprehensive general liability insurance coverage and automobile liability insurance coverage and (3) professional liability insurance.

Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless TSSF, its officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs arising out of or in any way connected with this project or the performance of services by any of the parties above named under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TSSF.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and TSSF agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and TSSF further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Standard of Care

TSSF shall endeavor to perform its Professional Services with the standard of care, skill and diligence normally provided by a competent professional in the performance of such services.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and TSSF, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, TSSF's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$500,000 or remaining insurance coverage available at the time of settlement or judgment, whichever is less. Such causes include, but are not limited to TSSF's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon seven days written notice by either the Client or TSSF should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay TSSF for all services rendered to the date of termination, including all reimbursable expenses, and reimbursable termination expenses.

Assigns and Subcontractors

Neither Client nor TSSF shall assign, sublet or transfer any rights or interest in the Agreement without written consent of the other. TSSF may employ independent consultants, associates, and subcontractors to assist in the performance of these services as deemed appropriate by TSSF.

Changes

The Client may direct TSSF to make changes, including additions or deletions to the Services originally described herein. TSSF shall promptly notify Client in writing if such changes, additions, or deletions affect the time for performance of TSSF's services. An additional 8% to 10% A/E fee on Change Orders will be applied.

Ownership of Documents

The Client acknowledges that all reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents produced by TSSF and their consultants are instruments of professional service, not products. (The distinction is that the TSSF Design team provides services and does not sell plans or drawings) Ownership of all documents produced by TSSF shall remain the property of TSSF. The Client recognizes that documents produced by the TSSF Design team shall not be subject to re-use by the Client on any project other than what they were intended.

Alteration and Reuse of CAD Information

Client may be provided with copies of the work performed by TSSF in either electronic form or hard copy, (such as Record Drawings, As-Built Drawings, etc.) provided such service is specifically included under the terms of this agreement. Since computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, all electronic copies will be provided in PDF format only. Copies shall be used for information by Client for the specific purpose for which TSSF was engaged. Said material shall not be used by Client, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not originally intended, without TSSF's express written permission. Any unauthorized modification or reuse of the materials shall be at Client's risk, and Client, therefore, agrees to defend, indemnify, and hold harmless, TSSF from all claims, injuries, damages, losses, and expenses, including attorney's fees arising out of the unauthorized modification of these materials.

Confidentiality

TSSF agrees to keep confidential and not to disclose to any person or entity, other than TSSF employees, sub-consultants, or general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by TSSF or furnished to TSSF and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TSSF from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for TSSF to defend itself from any suit or claim.

Administration of the Contract

TSSF Architects will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work; will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; and will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other person performing portions of the Work.

Applicable Laws

Unless other specified, this Agreement shall be governed by laws of the State of Michigan.



TSSF ARCHITECTS, INC.

ARCHITECTS

PLANNERS

122 N. WASHINGTON AVENUE

SAGINAW, MICHIGAN

**TSSF Architects, Inc.
PROFESSIONAL SERVICES**

Compensation/Reimbursable Expenses Rate Schedule
Effective January 1 thru December 31, 2021

Services Compensation

Where our compensation for services is based on hourly billing rates, time expended on behalf of the client/owner will be charged at the following rates:

CLASSIFICATION	HOURLY RATE
Project Architect/Principal	129.00/hr
Sr. Project Manager	124.00/hr
Project Manager	108.00/hr
Senior CAD Technician/Designer	103.00/hr
Interior Design Specialist	89.00/hr
Administrative Assistant	85.00/hr
CAD Technician/Designer	80.00/hr
Word Processor/Clerical	68.00/hr

Overtime authorized in advance by the client/owner will be charged at a rate equal to 1.5 times the above listed standard rate.

The above rates include overhead, profit and costs incidental to the performance of services.

Reimbursable expenses:

Expenses incurred on behalf of the client/owner and not normally included as part of our Basic Services compensation package will be charged at our cost plus 10% for administration. Such expenses include, but are not limited to, the following:

- Printing/reproduction, mailing/delivery costs for multiple sets of drawings, specifications and addenda for bidding and construction purposes
- Same printing etc., as above for other special purposes
- Travel lodging, meals, etc. for overnight duration
- Fees charged by Regulatory Agencies (Michigan DLEG, Bureau of Construction Codes, Bureau of Fire Services, Department of Community Health, Local Building and Zoning Officials, etc.)
- Costs of perspective renderings and models

Consultants:

When consultants are utilized to perform services for which the basis of our compensation is hourly billing rates, such services will be billed at our cost +12%, unless hourly unit rates have previously been established.



V.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
LANSING

BROM STIBITZ
DIRECTOR

March 13, 2021

Mr. Thomas Bardwell
Tuscola County
125 West Lincoln Street
Caro, Michigan 48723

SUBJECT: State of Michigan, CCO #1 to Lease #6987

We are enclosing the original Contract Change Order (CCO) #1 for your review and approval.

Before returning the CCO it *must*:

- (a) be signed and dated by the Lessor where indicated
- (b) have the Lessor's name printed below their signature

The signed CCO should be returned via e-mail to the address shown below.

If you have any questions, please feel free to contact me at (517) 285-1392 or Clarkt14@michigan.gov.

Your prompt attention to these matters will aid us in expediting this transaction.

Sincerely,

Tracy Clark
Specialist, Real Estate Division

Enclosures

c: File

CONTRACT CHANGE ORDER
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET ~ REAL ESTATE DIVISION
 3111 W. St. Joseph Street, Lansing, MI 48917

DEPARTMENT: DHHS	LEASE # 6987 ADDRESS: 1365 Cleaver Road, Caro, MI 48723
NAME AND ADDRESS OF LESSOR Mr. Thomas Bardwell Tuscola County 125 West Lincoln Street Caro, Michigan 48723 <p style="text-align: center;">APPROVED DIRECTOR AGENDA March 19, 2021 Department of Technology, Management & Budget ITEM NO. 25</p>	APPROVAL
	Lessor – Tuscola County Date _____ Printed Name: _____
	Department – MDHHS Date _____ Printed Name: _____
	Marchan D. Darby Date _____ State Administrative Manager, DTMB

NOTICE TO LESSOR: This Contract Change Order, when fully executed, serves as official notice that the State of Michigan approves the contract change(s) set forth below. (AUTHORITY: 1984 PA 431).

DESCRIPTION OF CONTRACT CHANGE ORDER # 1

1. **Who requested the contract change?** DHHS
2. **Was the work indicated herein provided in the original build-out specifications (Yes/No)?** NO
3. **What will the order change accomplish? What will it cost?**

Labor and materials needed to install a panic bar type locking mechanism to the door at the lobby, to secure the lobby entrance when the office is closed. Lessor and Lessee acknowledge and agree that Lessor or Lessor's contractor(s) will secure any needed permits, perform pre-construction site preparation and post-construction site clean-up/restoration, remove all construction wastes from the leased premises and test all installed fixtures for proper operation at no extra charge to the State. The project is further detailed and discussed in the following attachments, which are hereby incorporated into this CCO.	
<ul style="list-style-type: none"> - Attachment #1 – Floorplan/scope of work (1 page) - Attachment #2 – Cost quote from Security Lock Service, dated 3/5/2021 (1 page) 	\$1,665.00
General Terms: Lessor and Lessee further acknowledge and agree that all contractors and service providers listed herein will be hired by and working for the Lessor, not by or for the State of Michigan and that the State of Michigan shall not indemnify any party in connection with any liability arising from this CCO. The Lessor shall be responsible for paying the contractors and service providers listed above directly and Lessor shall own and maintain in good order the improvements made to the leased premises under this CCO as Lessor would any other permanent fixtures of the leased premises, unless specifically provided otherwise elsewhere on this CCO form. Upon completion, the State of Michigan shall pay Lessor for the CCO work in a lump sum addition to the next regularly scheduled rent payment. The work must be completed to the Michigan Department of Health and Human Services satisfaction before payment will be made. The Lessor shall submit copies of all paid invoices for which they are seeking reimbursement. All warranties for products and labor involved in this CCO shall accrue to and benefit the Lessor, unless specifically provided otherwise elsewhere in Lease 6987 or this CCO form.	
Sub-Total	\$1,665.00
10% Cost Overrun Contingency (if needed to complete the work described above)	\$ 166.50
TOTAL	\$1,831.50

NET INCREASE:	DEBIT: \$	CREDIT: \$	DEBIT \$	CREDIT \$
NET DECREASE:	DEBIT \$	CREDIT \$		

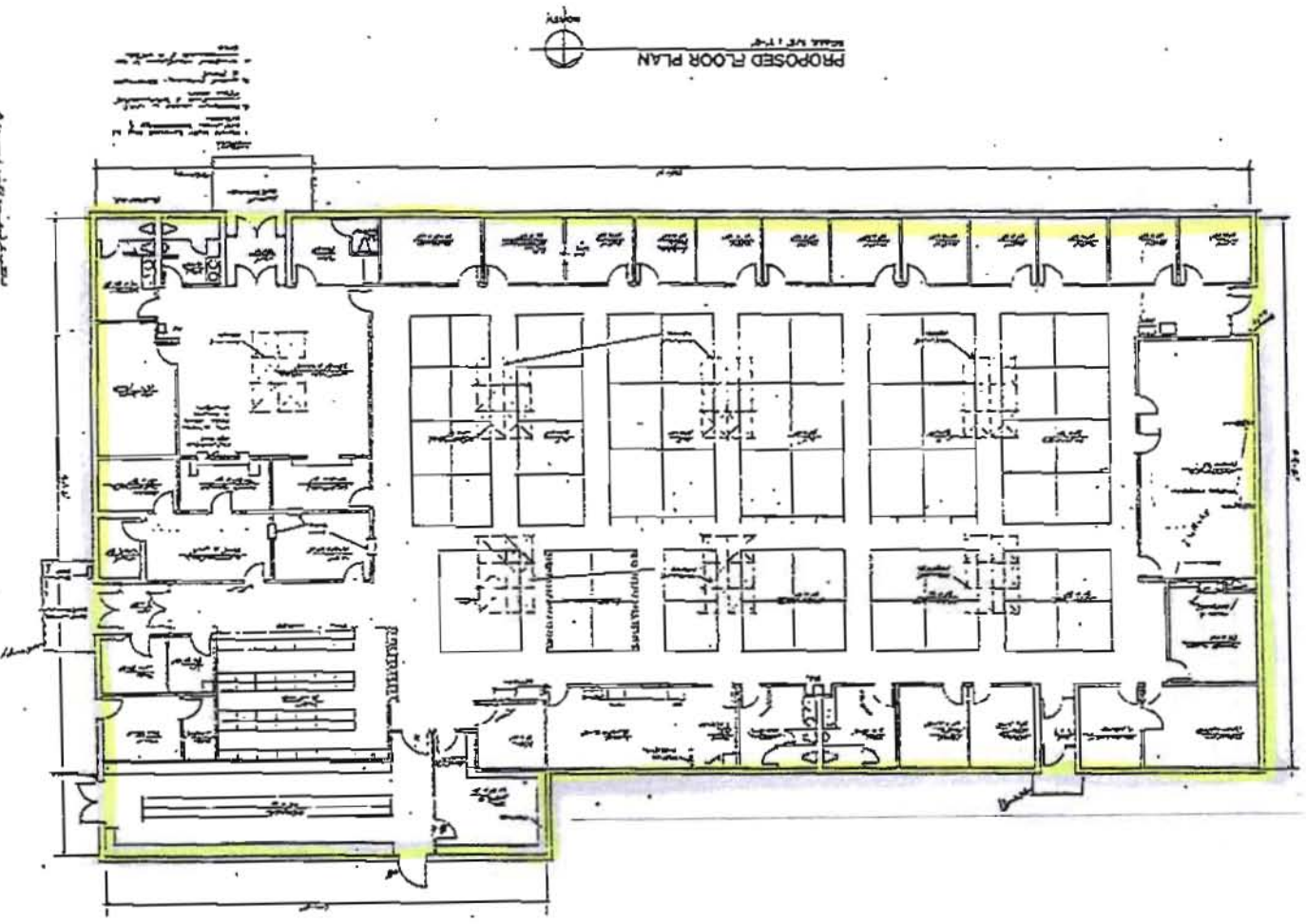
DEPT	ACTG TEMPLATE	UNIT	LOC	OBJ	DOBJ	PROG	PHASE	PROGP

APPN	FUND	SFUND	ACTV	FUNC	TASK	TASKO	BSA	BFY
Agency Code	Commodity Code	Payable	Index					

copy to: Lessor Department DTMB/RED Files

TUSCOLA COUNTY DEPARTMENT OF SOCIAL SERVICES

Approved by the Board of Health
County of Tuscola, Michigan
January 15, 2014



ATTACHMENT 1 TO CCO #1 TO LEASE #6987 BY AND BETWEEN THE COUNTY OF TUSCOLA AND THE STATE OF MICHIGAN FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES. THE LEASED PREMISES CONSIST OF 15,436 SQUARE FEET OF SPACE ON THE FIRST FLOOR LOCATED AT 1365 CLEAVOR ROAD, CARO.



Sound Masking

2 messages

Mike Miller <mmiller@tuscolacounty.org> Mon, Mar 29, 2021 at 1:01 PM
To: Clayette Zechmeister <zclay@tuscolacounty.org>, Eean Lee <eean.lee@tuscolacounty.org>

Hi Boss

I would like to get this agreement on the next agenda. It is Muszak that will play over the existing PA system in the Purdy building. I have been working with Eean and he suggested we use what we already have to save some money. The intention is to play music in the hallways to dampen sound coming from the offices or Boardroom.

The agreement is for 24 months and they provide the equipment. The cost is \$50 a month and I chose to make an annual payment.

There is an additional cost involved to make this work. Mitten Communications who installed the PA system has quoted us a cost of \$1497.50. This is to run the cabling and provide the equipment necessary to allow Muszak to be played on the system.

So the first year cost is \$2097.50, the second year is just the music fee of \$600.

This will be our cheapest option that is not noise machines

2 attachments

- Tuscola County Music Service Agreement - Mood Media (1).pdf
830K
- Mitten Communication Services LLC - TUSCOLA 3_14_21.pdf
149K

Clayette Zechmeister <zclay@tuscolacounty.org> Mon, Apr 5, 2021 at 9:30 AM
To: Mike Miller <mmiller@tuscolacounty.org>

I will have this on the Agenda for the 12th!
[Quoted text hidden]
--

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org



**MOOD MEDIA
SERVICE AGREEMENT**
2100 S. IH-35 Frontage Road, Suite 201
Austin, Texas 78704

Mood representative: Cameron Fields
Email: cameron.fields@moodmedia.com
Date of Agreement: 3/19/2021
www.moodmedia.com
Customer Service: (800) 345-5000

This Agreement is made between Mood Media¹ ("Mood") and the undersigned subscriber ("Subscriber").

SUBSCRIBER INFORMATION	
Subscriber's Trade Name: Tuscola County	Subscriber's Legal Name:
Contact Name: Mike Miller	Phone Number: 989-672-3756
Email Address: mmiller@tuscolacounty.org	
Location Address: 125 W. Lincoln St Caro, MI 48723	<input type="checkbox"/> Additional locations listed on Exhibit "A", attached
Billing Address: SAME	Billing Contact Email:
SERVICES & SERVICE EQUIPMENT	
<i>For the purposes of this Agreement, equipment provided by Mood and used in the delivery of the Service shall be referred to as "Service Equipment", and additional leased system equipment shall be referred to as "Additional System Equipment".</i>	
MUSIC SERVICE (EXCLUDING MOOD MIX SERVICE)	MOOD MIX SERVICE*
Music Programming: <input checked="" type="checkbox"/> Core <input type="checkbox"/> Elements Service Equipment: <input type="checkbox"/> Satellite device(s) <input checked="" type="checkbox"/> Digital Media Manager ("DMM") Number of satellite devices: <u>NA</u> Number of zones: <u>1</u> Number of DMM: <u>1</u> Service Equipment: <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Purchase	Mood Mix Service <input type="checkbox"/> delivered via the DMM Service Equipment or <input type="checkbox"/> delivered via Subscriber's device Optional Add-On Service: <input type="checkbox"/> Social Mix Service Number of Service Equipment devices (if applicable): _____ Service Equipment (if applicable): <input type="checkbox"/> Lease <input type="checkbox"/> Purchase *See Section 22 below for a more detailed description
SCENT SERVICE	DIGITAL SIGNAGE SERVICE
Service Equipment: <input type="checkbox"/> Scent Wave <input type="checkbox"/> Scent Direct <input type="checkbox"/> Scent Stream Number of Service Equipment devices: _____	Service Equipment: <input type="checkbox"/> MVision <input type="checkbox"/> Other: _____ Number of Service Equipment devices: _____ Service Equipment: <input type="checkbox"/> Lease <input type="checkbox"/> Purchase Select Type of Digital Signage Service: <input type="checkbox"/> Menu Boards* <input type="checkbox"/> Mood TV <input type="checkbox"/> Digital Signage <input type="checkbox"/> Quarterly Content Package** *The Menu Board option will include one backup player per number of Service Equipment devices entered above. **See Section 21 below for a more detailed description
MESSAGING SERVICE	
Messaging Options: <input type="checkbox"/> In-Store <input type="checkbox"/> On-hold Messaging <input type="checkbox"/> Music On-hold Number of updates per year: _____ Number of Service Equipment devices: _____ Service Equipment (if applicable): <input type="checkbox"/> Lease <input type="checkbox"/> Purchase Is Subscriber receiving the Voice Service via the same Service Equipment device as the Music Service? <input type="checkbox"/> Yes or <input type="checkbox"/> No If no, please state the Service Equipment: _____ *See Section 20 below for a more detailed description of Messaging Services	
ADDITIONAL SYSTEM EQUIPMENT	
Subscriber shall <u>lease</u> the following additional system equipment ("Additional System Equipment"): <u>NA</u>	
ASSURANCE PLAN	
<i>The Assurance Plans set forth below are further described in Section 5. In the event no Assurance Plan is selected, then the Player Assurance or System Assurance Complete plan (as applicable) shall apply to any leased Service Equipment or leased Additional System Equipment.</i>	
SERVICE EQUIPMENT	<input checked="" type="checkbox"/> Player Assurance <input type="checkbox"/> Player Assurance Plus <input type="checkbox"/> Player Assurance Complete
ADDITIONAL SYSTEM EQUIPMENT	<input type="checkbox"/> System Assurance Complete – Automatically included with leased Additional System Equipment
TERM	
Subscriber hereby purchases from Mood the specified service(s) (hereinafter "Service") for a period of twenty-four (24) continuous months (the "Initial Term") from (i) the date of installation of Equipment (if applicable) or (ii) the date of delivery of the Equipment (the "Commencement Date"*) for the location address above or any additional locations (each a "Serviced Premises") identified in Exhibit "A". This Agreement shall extend and renew for further one (1) month periods (each a "Renewal Term") under the same terms and conditions without further notice unless either party gives written notice of its intent to terminate this Agreement not less than ninety (90) or more than two-hundred seventy (270) days before the end of the then-current term. In such event, the termination shall become effective at the expiration of the then-current term.	
*In the event Equipment was previously installed, the Commencement Date shall start from the date this Agreement is fully executed by both parties.	
FEES	
SUMMARY OF PRICING Subscriber agrees to pay as provided in the boxes below for the duration of this Agreement and any extension thereof, the following monthly charges for each Serviced Premises in advance and any interim payment (equal to 1/30 th of the total monthly payment per day from and including the date of installation of equipment by Mood or date of delivery of the Service Equipment, whichever is later), plus any and all local, state or federal taxes, tariffs and licensing fees which may hereafter be levied or increased from current levels, and are required to be paid by Mood. Time is of the essence with regard to all payments due to Mood. Subscriber is to pay all applicable freight or shipping charges, unless otherwise provided in Section 5.	
TOTAL MONTHLY FEES	ONE-TIME FEES
\$ <u>50</u> Monthly Service charge ("MSC") for all Services, Service Equipment (if applicable), and Assurance Plan (if applicable)	\$ <u>NA</u> Total Service Equipment purchase price
\$ <u>NA</u> Additional System Equipment lease fee	\$ <u>NA</u> <input type="checkbox"/> Installation by Mood OR <input checked="" type="checkbox"/> self-install
\$ <u>50</u> Total monthly payment ("TMP")	\$ <u>50.00</u> One-time activation fee
	\$ <u>NA</u> Programming or Set Up Fee
	\$ <u>50</u> TOTAL ONE TIME FEES, Per location
SPECIAL CONDITIONS:	

¹ "Mood Media" refers to the legal entity Muzak LLC d/b/a Mood Media, EIN 99-0380587
CONSOLIDATED SERVICE AGREEMENT

INVOICING AND PAYMENT OPTIONS

Billing Frequency: Subscriber elects to pay monthly recurring charges in advance of each; year half-year quarterly or month
 In the event Subscriber fails to identify a payment frequency and method, then Subscriber shall receive quarterly invoices by mail
 A \$5.00 transaction fee will be applied to each invoice. The \$5.00 transaction fee will be waived if yearly billing is selected

Invoice Delivery Options: Subscriber elects: Paperless via Online Payment Portal - <http://receivables.moodmedia.com> paper invoice sent by mail
 Automatic Email in PDF format sent by to _____

Payment Options: By Checking one of the automatic payment options below, Subscriber hereby authorizes Mood to deduct payments due under this Agreement the first business day of the month. If the TMP combined for all Serviced Premises is less than \$50.00, auto pay must be selected.

automatic credit card charge (Visa, MasterCard or Discover) or automatic bank draft (EFT-ACH)

Subscriber agrees to provide ACH or Credit Card information by:

Online entry - <http://receivables.moodmedia.com>, or Secure line phone call Best time to contact: Morning Afternoon

OR

Submit payment to remit address: Remit to address: P. O. Box 71070 Charlotte, NC 28272-1070, or other such address required by Mood from time to time

This Agreement is subject to the additional Terms and Conditions and the schedules, addenda, amendments, and exhibits (if any) attached or added hereto and incorporated herein by reference. You hereby certify that all information contained in this document is true and complete to the best of your knowledge, and is submitted for the purpose of obtaining credit. You understand that in certain territories, the Service may be provided by an affiliate of Mood. You authorize Mood or its assigns to verify any of the information from whatever credit reporting source Mood deems appropriate and further authorize any reporting source or reference to release credit information to Mood. The parties agree that photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. The person executing this Agreement on behalf of Subscriber, by such execution, warrants and represents that he or she has the authority to execute this Agreement on behalf of Subscriber and Subscriber intends to be bound by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year written above

Subscriber: Tuscola County

Mood Media

Signature _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS & CONDITIONS

Standard Provisions:

1. **Default.** In the event of Subscriber's default, Mood shall have the right, but shall not be obligated, to (i) discontinue its Service; (ii) declare the entire Agreement balance immediately due and payable as liquidated damages; (iii) demand the leased Service Equipment and/or Additional System Equipment (as defined herein) be returned to Mood by Subscriber or be responsible for purchase price of said equipment and (iv) declare an early termination of this Agreement by mailing a termination notice, by first class mail, notwithstanding any provision to the contrary in this Agreement, to Subscriber at Subscriber's address on the books of Mood. Subscriber shall be in default upon Subscriber removing, vacating, selling, encumbering or otherwise disposing in any manner of the leased Service Equipment or Additional System Equipment, failure to make any payment due hereunder, Subscriber's breach of any covenant herein; in the event of any bankruptcy, arrangement or insolvency proceeding being commenced by or against the Subscriber, or in the event of any assignment for the benefit of creditors or appointment of a receiver for the Subscriber or its properties
2. **TMP.** Mood agrees not to increase its TMP for at least one year from the date of this Agreement. Thereafter, Mood may increase the then current TMP as it deems necessary, however, such increase shall not exceed ten percent (10%) annually plus increases taxes and licensing fees.
3. **Late Payments.** Subscriber agrees all payments are due ten (10) days from the date of invoice. If any payment should be unpaid for more than ten (10) days after the due date thereof ("Delinquent Payment"), Subscriber agrees to pay (a) an interest charge of the lesser of two and one-half percent (2½%) per month, compounded monthly, or the highest contract rate allowed by law, of the Delinquent Payment per month for every month after the first month which the sum remains unpaid, and, if applicable, (c) a return check or ACH charge rejection for non-sufficient funds charge of \$50.00 or actual bank charges whichever are greater. In the event Service is disconnected for non-payment, Subscriber shall be subject to a \$50.00 reconnection fee. Subscriber agrees to pay all costs of collection, before and after judgment, including, but not limited to, court costs, interest (as provided for above), and reasonable attorney fees (including those incurred in defense of any claim brought by Subscriber or incident to settlement or any action or proceeding involving Subscriber brought pursuant to the United States Bankruptcy Code)
4. **Warranty.** Mood warrants the Service Equipment and Additional System Equipment to be free from original defects in material for a period of one (1) year after the initial installation. Mood shall, in its sole discretion, repair or replace defective Service Equipment or Additional System Equipment, which shall be Mood's sole liability hereunder. Mood warrants installation labor for a period of ninety (90) days. Subscriber shall be responsible for all applicable shipping charges on all replacement Service Equipment or Additional System Equipment
5. **Assurance Plan.** If one of Mood's Assurance Plans is included, then the applicable coverage below shall apply. Subscriber agrees to utilize Mood's service support center to trouble-shoot equipment. Mood will not cover repair or replacement of any equipment not defined in this Agreement as Service Equipment or Additional System Equipment, as applicable.
 - a. **Player Assurance:** Mood will replace the Service Equipment without charge (excluding freight charges for shipment from Mood to Subscriber and labor charges for Serviced Premises visits) in exchange for Subscriber's return of the defective Service Equipment at Mood's expense. Subscriber agrees to self-install replacement Service Equipment or service charges will apply.
 - b. **Player Assurance Plus:** Mood will replace Service Equipment without charge (excluding labor charges for Serviced Premises visits) in exchange for Subscriber's return of the defective Service Equipment. Inbound and outbound freight charges will be at Mood's expense
 - c. **Player Assurance Complete:** Mood will repair or replace Service Equipment without charge (including labor for service calls to the Serviced Premises, which shall be provided by Mood during normal business hours) in exchange for Subscriber's return of the defective Service Equipment. Inbound and outbound freight charges will be at Mood's expense.
 - d. **System Assurance Complete:** Mood will repair or replace the Additional System Equipment identified in this Agreement without charge (including labor for service calls to the Serviced Premises, which shall be provided by Mood during normal business hours) in exchange for Subscriber's return of the defective Additional System Equipment. Inbound and outbound freight charges will be at Mood's expense.

Mood will not cover repair or replacement of telephone systems, microphones, televisions, monitors, wires or cables. In addition, Mood will not cover dish alignments or damage caused by the negligent or willful acts of Subscriber, its employees, agents or business invitees, theft, vandalism, water (or other liquids), fire, lightning, wind, snow or other acts of God. Service Equipment must be connected to a twenty-four (24) hour power supply and protected from power surges or all costs of replacement will be the responsibility of Subscriber

6. **Force Majeure.** In the event of Mood's inability to perform any of its obligations under this Agreement due to strike, civil commotion, fire, flood, mechanical failures, war, satellite failure, acts of God or Public Authority, or other causes beyond its control, Mood shall be excused from its performance thereof for the duration and a reasonable time thereafter, and upon written request, the Subscriber shall be excused from the payment of charges which may have accrued during that period so long as said period exceeds twenty-four (24) consecutive hours. Any other interruption of more than twenty-four (24) consecutive hour's duration, of which Subscriber has given written notice to Mood within 48 hours of the interruption, shall be rebated pro rata only if it is the result of negligence or other fault of Mood. All prorations are based on a thirty (30) day month. The terms of this Agreement shall not be altered due to any interruptions or temporary suspensions of service

use or improvements thereto ("Subscriber Feedback"). Subscriber agrees that it shall have no right, title or interest in or to any works of authorship, inventions or other rights arising, in whole or in part, out of such Subscriber Feedback, including, without limitation, any enhancements or improvements to the Service, and Subscriber hereby expressly and automatically assigns to Mood all intellectual property rights in any Subscriber Feedback.

EXHIBIT "A" TO SERVICE AGREEMENT

SUBSCRIBER'S SERVICED PREMISES

During the Initial Term or any Renewal Term and subject to the terms and conditions of this Agreement, Subscriber may request that the Service be provided at additional Subscriber locations ("Additional Serviced Premises") according to the same terms set forth in this Agreement by providing Mood with prior written or emailed notice listing the address, contact name, and telephone number for such Additional Serviced Premises. In addition, Subscriber agrees that regardless of whether Subscriber provides Mood with such notice, the Additional Serviced Premises shall be deemed added to this Exhibit "A" at the time the Subscriber accepts delivery of any equipment or Mood commences installation of any equipment or Service at any Additional Serviced Premises, whichever occurs first.

List of Serviced Premises



MITTEN COMMUNICATION SERVICES

158 Lincoln CT
Rockford, MI 49341
(616) 540-7135
mittencs@gmail.com

Estimate

Name/Address
TUSCOLA COUNTY COURTHOUSE 440 STATE ST CARO, MI 48723

Ship To
PURDY BLDG 125 LINCOLN ST CARO, MI 48723

Date
03/14/21

Item	Description	Quantity	Cost	Total
CATEGORY 5E CMP CABLE	1000 FT CAT5E CMP SPEAKER CABLE		225.00	225.00T
PAGING ADAPTER TRANSFORMER	CONNECT TO PAGING SYSTEM		105.00	105.00T
MISCELLANEO US PARTS	SPEAKER WIRING CONNECTORS		45.00	45.00T
LABOR & TRAVEL	INSTALL NEW SPEAKER CABLE FOR HALLWAY SPEAKERS. INSTALL TRANSFORMER. CONNECT TO MUSIC SOURCE. ADJUST VOLUME ON SPEAKERS.		1,100.00	1,100.00
	MICHIGAN SALES TAX		6.00%	22.50
ESTIMATE VALID FOR 90 DAYS			Total	\$1,497.50



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Animal Shelter Door Replacement

1 message

Mike Miller <mmiller@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Apr 5, 2021 at 11:37 AM

Hi Clayette,

I would also like to have this on the agenda for Monday.

We had one bid returned for the door replacement and here is the results:

Garage

Hollow Metal - \$2,800.00

Aluminum - \$4,300.00

Cat Room

Hollow Metal - \$2,700.00

Aluminum - \$4,100.00

Full Glass Option - Add \$200.00

Isolation Room

Hollow Metal - \$2,450.00

Aluminum - \$3,950.00

Main Entrance

Hollow Metal - \$2,550.00

Aluminum - \$3,950.00

Rear Door Kennel

Hollow Metal - \$2,550.00

Aluminum - \$3,950.00

Rear Door Garage

Hollow Metal - \$2,550.00

Aluminum - \$3,950.00

There is \$17,400 in the current budget for doors, this would only allow for steel doors, and maybe one aluminum door. I would like to see them all be aluminum due to the high moisture environment they have. Leigh has decided to not to do the shower or the office window, as she has decided these projects are not needed. We could move those funds to the doors, this would allow for all the doors to then be aluminum. The total for all aluminum is \$20,450.

I have spoken with Leigh and she is in agreement.

Thank you

Mike

Coronavirus

CORONAVIRUS PRESS RELEASES

Expansions to temporary state unemployment provisions end March 31, 2021

March 30, 2021

Media Contact: Lynda Robinson, 313-348-8220

According to state law, some temporary expansions in unemployment eligibility and cost-sharing applicable to state unemployment claims are set to expire on March 31, 2021.

Unemployment expansions expiring include:

28-day late filing

A new or additional claim for unemployment benefits filed within 28 days of the last day the claimant worked will no longer be considered to have been filed on time. The late filing allowance will revert to the traditional 14 days.

COVID related reasons for regular unemployment

No longer considered an acceptable reason to have left work involuntarily for medical reasons are:

- The individual is under self-isolation or self-quarantine in response to elevated risk from COVID-19 due to being immune-compromised.
- The individual has displayed at least one of the principal symptoms of COVID-19 (fever, atypical coughs and atypical shortness of breath).
- The individual has had contact in the last 14 days with someone with a confirmed diagnosis of COVID-19.
- The individual is required to care for someone with a confirmed diagnosis of COVID-19.
- The individual has a family care responsibility because of a government directive.

If a claimant was determined to be eligible for benefits based on a claim filed prior to March 28, 2021, they will continue to be eligible. Individuals who are disqualified for state unemployment benefits based on these reasons may qualify for Pandemic Unemployment Assistance (PUA).

Relaxed eligibility requirements for the Work Share program

Employers must meet and maintain the traditional requirements for Work Share plans. These requirements include:

- Employee hours/wages may be reduced by a minimum of 15% up to a maximum of 45%
- Experience account balance must have a positive reserve
- Must have paid wages for at least 12 of the previous quarters.

This will not impact employers who have an approved Work Share plan that was previously established. However, when the current Work Share plan expires, any renewed plan must meet the traditional statutory requirements for qualification.

"Non-charging" employer accounts

Automatic charging for employees that are laid off or placed on a leave of absence to the UIA's Non-Chargeable Benefits Account (NBA) instead of the employer's direct account ends. Charging will revert back to the standard calculations.

Allowance of retired state employees to continue to receive retirement benefits while employed by UIA

Retirees who return to work as a UIA employee must forfeit their state pension for the duration of the reemployment.

For more information on unemployment programs, visit Michigan.gov/UIA.

RELATED CONTENT

First P.1 Variant Case Identified in Bay County; Reported by Commercial Laboratory

Gov. Whitmer announces expansion of food assistance to many low-income students who are attending college; As state recovers from pandemic, temporary measure allows Michiganders to stay in school while ...

MDHHS ramps up testing at nursing homes, schools, airports, communities to slow spread of COVID-19

Testing plus masks and vaccines are the best tools we have to slow spread of the virus

MIOSHA Launches COVID-19 Citations Dashboard

MI Symptoms COVID-19 symptom tracker surpasses 3 million entries

Michigan hosting next virtual town hall about COVID-19 vaccine for older adults

Discussion to focus on vaccine effectiveness, community access

MDHHS Expands Capacity at Outdoor Stadiums and Arenas and Increases Testing to Protect Youth in Sports

Fully vaccinated individuals may gather at residences without masks per CDC

Child care more affordable through innovative, bipartisan cost-sharing program

MDHHS Updates Residential Care Facilities Order to Reflect Recent Changes in CMS Guidance, Continue Protecting Seniors

Federal legislation extends unemployment benefit programs for Michigan workers

Registration now open for Michigan COVID-19 vaccination clinic at Ford Field



[Additional food assistance for 350,000 Michigan families in response to COVID-19 extended through March](#)

[State workgroup to recommend in-person office work policies](#)

[More than 800,000 Michigan children who attend school virtually begin receiving food assistance this month; MDHHS program one of many during pandemic to ensure families can put food on table](#)

[Michigan Expanding Access to Safe, Effective COVID-19 Vaccine to Michiganders Ages 16 and Older with Medical Conditions, Disabilities Starting March 22](#)

All Michiganders age 16 and up to become e ...

[Gov. Whitmer signs supplemental funding to support COVID-19 recovery plan, additional work now needed to fully utilize federal aid](#)

[Gov. Whitmer Lowers Flags to Honor One-Year Anniversary of COVID-19 in Michigan](#)

[22 awardees announced in state's community outreach COVID-19 vaccine pilot program
Program aims to remove barriers to safe and effective vaccine for most vulnerable](#)

[Governor Whitmer Asking Michiganders to Turn on Lights for One-Year Anniversary of COVID-19](#)

[MDHHS announces direct care worker infection control training now available](#)



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Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Candidate Chosen

Shelly Lutz <lutzs@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>
Cc: Mike Miller <mmiller@tuscolacounty.org>

Thu, Apr 8, 2021 at 3:58 PM

Hi Clayette,

Will you please add to the agenda the request to hire Scott Wieland for the Recycling Center? Scott will be refilling their current vacant position as a Part-Time Material Handler effective April 19, 2021, at a starting wage of \$15.18 per hour.

--

*Shelly A. Lutz***Tuscola County**

Human Resource Director

125 W. Lincoln St.

Caro, MI 48723

(989) 672-3705

Fax (989)672-4011

lutzs@tuscolacounty.org

VISIT US ONLINE FOR COUNTY SERVICES @ WWW.TUSCOLACOUNTY.ORG



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

New hires

Garrett Smith <gsmith@tuscolacounty.org>

Wed, Apr 7, 2021 at 1:00 PM

To: Ashley Bennett <abennett@tuscolacounty.org>, Clayette Zechmeister <zclay@tuscolacounty.org>

Good afternoon, Clayette,

Here is the information for the new hires.

Olivia Klatt - Account Clerk III - Step 1

Shannon Nelson - Account Clerk III - Step 1

Samantha Dennis will also be promoted to Abstract/Tax Clerk - Foreclosure Specialist and will be starting at Step 1.

All will start on April 19, 2021.

Thank you,

Garrett

[Quoted text hidden]

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Thanks,

Garrett