

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
BOARD MEETING AGENDA**

THURSDAY, NOVEMBER 12, 2020 – 08:00 A.M.

125 W. Lincoln Street
Caro, MI 48723

Phone: 989-672-3700
Fax : 989-672-4011

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

*To participate in the Electronic Meeting you can join by phone:
(US) +1 720-449-3325 PIN: 709 959 631#
Join by Hangouts Meet: meet.google.com/rsa-dnzj-agu*

- 8:00 A.M. Commissioner Hybrid Meeting Protocol
Call to Order – Chairperson Bardwell
Prayer – Commissioner Grimshaw
Pledge of Allegiance – Commissioner Young
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (**See Correspondence #1& #2**)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (**See Correspondence #3**)

New Business

- **8:00 Public Hearing – Village of Reese Annexation – Order of Determination to Annex Certain Lands to the Village of Reese Resolution 2020- (See Correspondence #4)**
- **Sheriff Firearm Purchase and 2020 Budget Amendment Request (See Correspondence #5)**
- **MSU Extension Agreement for Extension Services for FY2021- Jerry Johnson, District 10 Director Presenting (See Correspondence #6)**
- **MSU Extensions 2020 Annual Report - Jerry Johnson, District 10 Director Presenting (See Correspondence #7)**
- **Byrne Justice Assistance Grant (JAG) Subcontract with the County of Lapeer (See Correspondence #8)**
- **Request to Use Courthouse Lawn (See Correspondence #9)**

Old Business

- Wage Increase Request from Judge Gierhart (*See Correspondence #10*)
- Elected/Appointed Compensation (*See Correspondence #11*)
- 2021 Proposed Budgets
 - General Fund (*See Correspondence #12*)
 - All Funds Budgets (*See Correspondence #13*)
 - Equipment/Capital Funds Detail (*See Correspondence #14*)

Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works

Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

CORRESPONDENCE

1. October 29, 2020 Full Board Minutes – Statutory Finance Minutes
2. November 9, 2020 Committee of the Whole Minutes
3. Consent Agenda Resolution
4. **Resolution Order of Determination to Annex Certain Lands to the Village of Reese**
5. Sheriff Firearm Purchase and 2020 Budget Amendment Request
6. MSU Extension Agreement for Extension Services for FY2021
7. MSU Extensions 2020 Annual Report
8. Byrne Justice Assistance Grant (JAG) Subcontract with the County of Lapeer
9. Request to Use Courthouse Lawn
10. Wage Increase Request from Judge Gierhart
11. Elected/Appointed Compensation
12. 2021 Proposed Budget for General Fund
13. 2021 Proposed All Funds Budgets
14. 2021 Proposed Equipment/Capital Funds Detail
15. Road Commission Meeting Dates for 2021
16. October 15, 2020 Road Commission Minutes

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
October 29, 2020 Minutes

Hybrid Meeting held in-person at the HH Purdy Building incorporating Google Meet Electronic remote access, in accordance with the Department of Health and Human Services Emergency Order Under MCL 333-2253 – Gathering Prohibition and Mask Order and Public Act 228 of 2020.

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building located in the City of Caro, Michigan and via Google Meet on the 29th day of October 2020, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Young

Pledge of Allegiance – Commissioner Jensen

Roll Call – Clerk Jodi Fetting

Commissioners Present In-Person:

District 2 - Thomas Bardwell

District 5 - Daniel Grimshaw (arrived at 8:07 a.m.)

Commissioners Present Virtual:

District 1 - Thomas Young - Columbia Township, Tuscola County, State of Michigan

District 3 - Kim Vaughan - Fremont Township, Tuscola County, State of Michigan (excused at 10:38 a.m.)

District 4 - Mark Jensen - Millington Township, Tuscola County, State of Michigan

Commissioner Absent - None

Also Present In-person:

Eean Lee, Register John Bishop

Also Present Virtual:

Clerk Jodi Fetting, Eean Lee, Doug DuRussel, Debbie Babich, Angie House, Tracy Violet, Mary Drier, Steve Anderson, Cody Horton, Sandy Erskine, Wayne Koper, Steve Root, Mark Haney, Sandy Nielsen, Shelly Lutz, Leigh Nacy, Barry Lapp, Lisa Ozbat, Angie Daniels, Heidi Chicilli, Cindy Volz, Robert Baxter, Sheriff Glen Skrent, Mark Ransford

At 8:06 a.m., there were a total of 20 participants attending the meeting.

*Adoption of Agenda -
2020-M-226*

Motion by Young, seconded by Vaughan to adopt the agenda as amended.
Roll Call Vote: Young - yes; Vaughan - yes; Jensen - yes; Grimshaw - absent;
Bardwell - yes. Motion Carried.

*Action on Previous Meeting Minutes -
2020-M-227*

Motion by Vaughan, seconded by Young to adopt the meeting minutes from the
October 15, 2020 Regular Board meeting. Roll Call Vote: Vaughan - yes;
Jensen - yes; Grimshaw - absent; Young - yes; Bardwell - yes. Motion Carried.

Commissioner Grimshaw arrived at 8:07 a.m.

Brief Public Comment Period for Agenda Items Only - None

*Consent Agenda Resolution -
2020-M-228*

Motion by Young, seconded by Jensen that the Consent Agenda Minutes and
Resolution from the October 26, 2020 Committee of the Whole Meeting be
adopted. Roll Call Vote: Jensen - yes; Grimshaw - yes; Young - yes; Vaughan -
yes; Bardwell - yes. Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/29/20
- Description of Matter:** Move to approve the 2021 Budget Preparation Progress and Calendar.
Also, all signatures are authorized.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/29/20
- Description of Matter:** Move to approve Tuscola County Road Commission Millage Transfer
Request for Local Bridge. Also, all signatures are authorized.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/29/20
- Description of Matter:** Move to approve Tuscola County Road Commission Millage Transfer
Request for Primary Road transfer. Also, all signatures are authorized.

New Business -

-2021 Budget Preparation Progress and Calendar - Debbie Babich updated the Board that the calendar should be able to continue on track with the progress that is being made.

- o Departmental Budget Comment Review - Debbie reviewed a duplicate entry that was adjusted for in the Capital Improvement Budget Worksheet.

-Resolution to Ratify and Confirm Tuscola County Board of Commissioners Approving the 2020 Apportionment Report - Clerk Fetting read the proposed resolution.

2020-M-229

Motion by Young, seconded by Vaughan to adopt Resolution 2020-09 titled Resolution of the Tuscola County Board of Commissioners Approving the 2020 Apportionment Report. Roll Call Vote - Grimshaw - yes; Young - yes; Vaughan - yes; Jensen - yes; Bardwell - yes. Motion Carried.

-Animal Control Part-Time Position Update - Leigh Nancy and Shelly Lutz updated the Board that the previous candidate was not able to accept the position. A new candidate has been recommended.

2020-M-230

Motion by Young, seconded by Vaughan that per the recommendation from Leigh Nancy, Animal Control Director, that Angel Tippett be hired to fill the vacant part-time position of Animal Control Assistant. Angel's hiring is contingent upon successful completion of a drug screening, physical, and background check. Roll Call Vote: Young - yes; Vaughan - yes; Jensen - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

-Resolution to Ratify and Confirm Actions Approved by the Board of Commissioners During Remote Meetings - Clerk Fetting read the proposed resolution.

2020-M-231

Motion by Young, seconded by Vaughan to adopt Resolution 2020-10 titled Resolution to Ratify and Confirm Actions Approved by the Board of Commissioners During Remote Meetings. Roll Call Vote - Vaughan - yes; Jensen - yes; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

Old Business -

-Building Codes Letter Status and Follow-up - Commissioner Vaughan provided an update on the submitted letter and contents of the letter. Board discussed having an RFP prepared and options available to the County.

2020-M-232

Motion by Grimshaw, seconded by Vaughan that the County Controller/Administrator be instructed to prepare an RFP for Building Code Enforcement in Tuscola County to be presented to the Board on January 25, 2021 for review and approval. Roll Call Vote: Jensen - yes; Grimshaw - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

-Board Policy Review: Meeting Protocol Discussion/Rules of Order - Commissioner Bardwell reviewed the Board Rules that were called into question. Matter discussed.

-2021 Budget Request for Equipment, Technology and Capital Needs - Debbie Babich covered in her report earlier in the meeting.

-Friend of the Court Remodeling (wall) Request/Update - Commissioner Vaughan stated that Mike Miller is waiting on the final estimates to come in but expects it to come in under the budget that Judge Gierhart was planning.

-Elected/Appointed Compensation - Commissioners discussed the compensation the Elected Officials receive and if the Elected Officials should be made equal. Matter to be placed on the November 12, 2020 Committee of the Whole meeting.

-Upcoming Meetings Hybrid vs. Virtual Through December 31, 2020 (matter added) - Board discussed and decided to continue hybrid meetings through the end of the year.

Correspondence/Resolutions

-Alcona County Resolution - Board discussed the resolution. Board would like to discuss further at the January 25, 2021 Committee of the Whole meeting.

-Thank you received from Tom Herron for his resolution

COMMISSIONER LIAISON COMMITTEE REPORTS

JENSEN

Board of Health

Community Corrections Advisory Board - Update provided as 2021 budget has been adopted.

Dept. of Human Services/Medical Care Facility Liaison - Update provided.

Genesee Shiawassee Thumb Works

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report - Update provided.

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA - Farmers Market project is progressing.
Economic Development Corp (EDC)/Brownfield Redevelopment - Update provided as the EDC is working on a variety of 50 projects.
MAC 7th District - Virtual meeting was held and was successful.
MAC Workers Comp Board
TRIAD - Update provided.
Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report - Commissioner Young enjoyed the MAC 7th District meeting. Will be attending an upcoming Fairgrove Township meeting to discuss animal control.

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment - Expressed appreciation for the work they have done to help local businesses during the pandemic. Attended the groundbreaking for the new medical facility located in Indianfields Township.
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

Other Business as Necessary -

-OPIOID lawsuit - An update was received and will wait for Clayette to return to provide an update.

At 10:38 a.m., there were a total of 25 participants attending the electronic meeting. Commissioner Vaughan excused at 10:38 a.m.

Extended Public Comment - None

2020-M-233

Motion by Young, seconded by Grimshaw to adjourn the meeting at 10:39 a.m.
Roll Call Vote: Grimshaw - yes; Young - absent; Vaughan - yes; Jensen - yes; Bardwell - yes. Motion Carried.

Meeting adjourned at 10:39 a.m.

Jodi Fetting
Tuscola County Clerk

DRAFT

**Tuscola County Board of Commissioners
Statutory Finance Committee Minutes**

October 29, 2020

Hybrid Meeting held in-person at the HH Purdy Building incorporating Google Meet Electronic remote access, in accordance with the Department of Health and Human Services Emergency Order Under MCL 333-2253 – Gathering Prohibition and Mask Order and Public Act 228 of 2020.

Commissioner Bardwell called the Statutory Finance meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building located in the City of Caro, Michigan and via Google Meet on the 29th day of October 2020, to order at 10:40 o'clock a.m. local time.

Roll Call – Clerk Jodi Fetting

Commissioners Present In-Person:

District 2 - Thomas Bardwell
District 5 - Daniel Grimshaw

Commissioners Present Virtual:

District 1 - Thomas Young, Columbia Township, Tuscola County, State of Michigan
District 4 - Mark Jensen - Millington Township, Tuscola County, State of Michigan

Commissioner Absent:

District 3 - Kim Vaughan

Also Present In-person:

Eean Lee

Also Present Virtual:

Clerk Jodi Fetting, Tracy Violet, Barry Lapp, Lisa Ozbat, Mark Ransford, Douglas DuRussel, Mary Drier, Mark Haney, Debbie Babich, Steve Anderson, Steve Root, Sandy Erskine, Wayne Koper

At 10:40 a.m., there were a total of 21 participants attending the electronic meeting.

Adoption of Previous Meeting Minutes from October 15, 2020

2020-SF-M-049

Motion by Grimshaw, seconded by Jensen to adopt the meeting minutes from the October 15, 2020 Statutory Finance. Roll Call Vote: Young - yes; Vaughan - absent; Jensen - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

New Business:

-Review and Adoption of Finance Report and Checks –
2020-SF-M-050

Motion by Young, seconded by Jensen to approve the finance checks as submitted on the October 28, 2020 report. Roll Call Vote: Vaughan - absent; Jensen - yes; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

-Review and Adoption of Daily Report and Checks –
2020-SF-M-051

Motion by Grimshaw, seconded by Jensen to approve the daily checks as submitted on the October 28, 2020 report. Roll Call Vote: Jensen - yes; Grimshaw - yes; Young - yes; Vaughan - absent; Bardwell - yes. Motion Carried.

-Review and Adoption of Per Diems Report and Checks –
2020-SF-M-052

Motion by Young, seconded by Grimshaw to approve the per diem checks as submitted on the October 2020 report. Roll Call Vote: Grimshaw - yes; Young - yes; Vaughan - absent; Jensen - yes; Bardwell - yes. Motion Carried.

Old Business – None

Public Comment - None

2020-SF-M-053

Motion by Young, seconded by Grimshaw to adjourn the meeting at 10:50 a.m. Roll Call Vote: Young -yes; Vaughan - absent; Jensen - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

Meeting adjourned at 10:50 a.m.

Jodi Fetting
Tuscola County Clerk

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Monday, November 9, 2020 – 8:03 A.M.

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

Commissioners Present In-Person:

- District 2 - Thomas Bardwell
- District 5 - Daniel Grimshaw

Commissioners Present Virtual:

- District 1 - Thomas Young - Columbia Township, Tuscola County, State of Michigan
- District 3 - Kim Vaughan - Lake County, State of Florida
- District 4 - Mark Jensen - Millington Township, Tuscola County, State of Michigan

Commissioner Absent - None

Also Present In-person:

Eean Lee, Register John Bishop, Larry Zapfe

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Doug DuRussel, Debbie Babich, Tracy Violet, Mary Drier, Steve Anderson, Wayne Koper, Steve Root, Mark Haney, Sandy Nielsen, Lisa Ozbat, Ann Hepfer, Mike Miller, Tracy Violet, Shyann Green, Jessica VanHove, Mark Ransford, Barry Lapp, Judge Amy Grace Gierhart, Shelly Lutz, Cindy McKinney-Volz, Leigh Nacy, Matt Brown, Barry Lapp

At 8:13 a.m., there were a total of 29 participants attending the meeting.

County Updates

1. COVID-19 Update - Ann Hepfer, Health Officer, provided an update on the rise of COVID-19 cases in Tuscola County, pending vaccinations and that an advisory will be issued for Tuscola County.
2. Michigan Indigent Defense Commission (MIDC)/Department of Licensing and Regulatory Affairs (LARA) Approval of Standard 5 Independence of from the Judiciary – Clayette Zechmeister updated the Board on the Statement issued by LARA. Matter provided for informational purposes only.

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. Mosquito Abatement 2020 Budget Amendment and Request to Purchase Truck and ULV Mounted Sprayer - Larry Zapfe explained the requests presented in his letter and the plan for use of funds to purchase the equipment. Matters to be placed on the Consent Agenda as one Consent Agenda item.
2. Work Comp 2019 Dividend Received - Clayette Zechmeister updated the Board that the dividend check has been received. It needs to be divided between the County and the Health Department which Debbie Babich is working on. Board discussed receiving the dividend even with the costs increasing this year and Clayette is awaiting a response from the company on this.
3. Wage Increase Request from Judge Gierhart - Judge Gierhart explained the request presented to the Board. Board discussed at length. Matter to be placed on Thursday's agenda.
4. 2021 Budget Preparation Progress
 - General Fund Revenues
 - General Fund Expenses
 - All Funds Budgets
 - Equipment/Tech and Capital Funds List
 - Additional Request to Resolve
 - Elected/Appointed CompensationClayette Zechmeister reviewed the projected budget reports included in the agenda packet.
 - Board discussed an additional position at Animal Control. Matter to be placed on the Consent Agenda as a separate item.

Recessed at 10:22 a.m.

Reconvened at 10:38 a.m.

Commissioner Vaughan excused at 10:38 a.m.

At 8:13 a.m., there were a total of 29 participants attending the meeting.

2021 Budget Preparation Progress (continued)

- Elected Official pay to be presented with the 3% non-union increase only. Matter to be placed on Thursday's agenda for further discussion.
- Board discussed the payoff of the Purdy Building. \$13,500 transfer out to be placed on the Consent Agenda.
- MIDC General Fund Cost Transfer to be placed on the Consent Agenda.
- Controller's reinstatement of budget reductions to be placed on the Consent Agenda.
- Register of Deeds reinstatement of budget reductions to be placed on the Consent Agenda. Also, two supply line items should be combined to one.

- Controller's request for equipment fund usage for a desk to be placed on the Consent Agenda.
- Jail Budget Correction to be placed on the Consent Agenda.

On-Going and Other Finance

Finance

1. RFP Building Codes - 2021
2. Fund Balance History Reports
3. Preparation of Multi-Year Financial Planning

Technology

1. Video Switch Boardroom
2. Lapel Microphones Commissioners - Eean explained that today there was microphone feedback without a clear cause. Board discussed options that could be available to free up time in the IT Department for their primary projects. Commissioner Grimshaw will do some research for options for an audio support person to present back to the Board.
3. GIS Update
4. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. Parks and Recreation Capital Requests - Board did not approve original capital requests and matter can be removed from the agenda.
2. Friend of the Court Remodeling (wall) Request/Update - Mike Miller reported the actual cost for the project is \$4,423.02 which is under the projected cost Judge Gierhart originally requested. Matter to be placed on the Consent Agenda.

On-Going and Other Building and Grounds

1. State Police Building-Water and Annexation
2. 2021 County Jail Construction - Potential Millage in Future
3. Space Needs for Courthouse - Matter can be removed from the agenda.
4. Legislative Representation RFP Review – Board Tabled Until Meetings Are in Person - Matter can be removed from agenda.
5. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building - Board discussed the increasing need of county storage space and possible options available. Mike Miller to research and gain further information.

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. Register of Deeds Part-time Account Clerk II - Matter to be placed on the Consent Agenda.

On-Going and Other Personnel

1. Strengthen and Streamline Year-End Open Enrollment
2. Wage Study Comparisons
3. MAC 7th Meeting Updates

Primary Other Business as Necessary - None

On-Going Other Business as Necessary

1. MIFSM - Matter being reviewed by County Legal Counsel.
2. Alcona County Resolution 2020-15 - Additional Review on January 25, 2021.
3. Animal Control Ordinance – Review Lapeer Counties in January 2021.
4. Board Rules of Order – Possible Revisions Within Six Months - possible review January 13, 2021.
5. Policy Updates - No Report
6. Senate Bill 46 (MREC) - Clayette Zechmeister reported Tuscola County has spent \$209,808 in legal fees. Matter discussed.
7. OPIOID Lawsuit Update (matter added) - Clayette Zechmeister provided an update regarding the litigation. The Pharmacies involved in the case are filing bankruptcy.

At 1:10 p.m., there were a total of 24 participants attending the electronic meeting.

Extended Public Comment -

-Eean Lee addressed a comment made in the meeting chat by Wayne Koper regarding the meeting being by invitation only. Eean stated that it is not by invitation only and that the virtual meeting connection information is posted publicly. The meeting is not recorded nor retained.

Motion by Young, seconded by Grimshaw to adjourn the meeting at 1:14 p.m.
Roll Call Vote: Young - yes; Vaughan - absent; Jensen - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

Meeting adjourned at 1:14 p.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held as a Hybrid meeting with Electronic Remote Access, In accordance with the Department of Health and Human Services Emergency Order Under MCL 333-2253 – Gathering Prohibition and Mask Order, Public Act 228 of 2020 on the November 12, 2020 at 8:00 a.m. local time.

COMMISSIONERS PRESENT: _____

COMMISSIONERS ABSENT: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20

Description of Matter: **Move to approve the purchase of the following items from the 2020 Mosquito Abatement fund:**
\$17,815.17 for a ULV sprayer from account 240-100-970-030 (ULV Sprayers).
\$20,296.60 for a 2021 Chevrolet Silverado 1500 work truck from account 240-100-970-010 (Trucks)
Also, the following budgets be amended:
Reduce 240-100-970-050 (Office Equipment) by \$2,815 and Increase 240-100-970-030 (ULV Sprayers) by the same.
Reduce 240-100-747-000 (Gas, Oil Grease) by \$16,697 and Increase 240-100-970-010 (Trucks) by the same
Reduce 240-100-970-020 (Truck Accessories) by \$3,600 and Increase 240-100-970-010 (Trucks) by the same

Agenda Reference: B
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to add \$13,500 to the 2021 Transfer out in the General Fund to the Purdy Building Debt fund.

Agenda Reference: C
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to add another a full time Animal Control Officer to the 2021 Budget by increasing the General Fund transfer to the animal shelter by \$60,000 Also, increase the salary line item in the Animal Shelter for the remaining \$4,000.

Agenda Reference: D
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to approve to include in the 2021 budget \$97,914 to the General Fund transfer out to the MIDC fund to match the grant that was approved.

Agenda Reference: E
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to approve to include in the 2021 budget for the Controller's office in the General Fund budget: \$1,000 for Membership, \$1,000 for Travel and \$1,000 for Training.

Agenda Reference: F
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to approve to include in the 2021 budget for the Register of Deeds office in the General Fund: \$4,500 for supplies, \$1,000 for travel and \$700 for training.

Agenda Reference: G
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to approve to include in the 2021 Equipment/Technology Fund \$1,000 for two desk for the Controller's Office.

Agenda Reference: H
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to approve to include in the 2021 General Fund jail budget \$237,584 for various items that were left off the budget spreadsheet presented October 26, 2020

Agenda Reference: I
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to approve the remodel construction of the wall in the FOC office at a cost of \$4,423 and is to be charged to the Circuit Court budget line item 101-130-801-000.

Agenda Reference: J
Entity Proposing: COMMITTEE OF THE WHOLE 11/09/20
Description of Matter: Move to authorize the hiring of Leah Dinsmore as a part time Account Clerk II in the Register of Deeds office to replace the previously vacated part time position pending physical and background check.

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

4)

**ORDER AND DETERMINATION BY THE Tuscola COUNTY
BOARD OF COMMISSIONERS TO ANNEX CERTAIN LANDS TO THE
VILLAGE OF Reese, MICHIGAN**

WHEREAS, the Village Council of the Village of Reese has, by resolution, determined to petition the Board of Commissioners of Tuscola County to annex certain lands as described and also as described in said petition and resolution, to the Village of Reese, and

WHEREAS, the petition and resolution give as a reason for said proposed annexation that it is necessary to promote the business economy and development of the Village of Reese and

WHEREAS, the resolution as presented was duly signed by the President and the Clerk of the Village of Reese, and

WHEREAS, notice of the hearing to be held by the Tuscola County Board of Commissioners on the question of such proposed annexation was published or posted as required by the statute, as appears by the affidavit of Chris Ranney, Village Clerk, in the files of this matter, and

WHEREAS, the notice also contained a description of the premises to be annexed, and

WHEREAS, all persons interested have been given an opportunity to be heard at a public meeting of the Tuscola County Board of Commissioners, and

WHEREAS, all proceedings pursuant to Section 6, Chapter 14, of Act 3 of the Public Acts of 1895 of the State of Michigan (MCL 74.6; MSA 5.1470), have been complied with,

NOW, THEREFORE, it is ordered and determined that the following described lands in the Township of Denmark, Tuscola County, Michigan: Property # 006-006-000-1600-00, Legal description DEN-6-302A1 SEC 6 T12N R7E COM 275.1 FT E OF SW COR OF SEC, TH E 105 FT, TH N 231 FT, TH W 105 FT, TH S 231 FT TO POB. .55 A. known as 9996 Dixon Rd.

are hereby annexed to the Village of Reese, Tuscola County, Michigan, and the lands shall be considered to be included within the corporate limits of said Village.

IT IS FURTHER ORDERED that a copy of this Order and Determination to annex territory to the Village of Reese, Michigan, shall be entered on the records of the Tuscola County Board of Commissioners and that a certified copy of this Order and Determination shall be transmitted by the Clerk of the Tuscola County Board of Commissioners to the Clerk of the Village of Reese and to the Secretary of State, State of Michigan. This Order and Determination shall be prima facie evidence of the change of boundaries of the Village of Reese and of the regularity to such proceedings.

Petition

Village of Reese

The Village Council of the Village of Reese, Tuscola County, Michigan, having heretofore adopted a resolution determining the desirability of annexing to the Village of Reese, Tuscola County, Michigan, all of the following lands located in the Township of Denmark to-wit: Property # 006-006-000-1600-00, Legal description DEN-6-302A1 SEC 6 T12N R7E COM 275.1 FT E OF SW COR OF SEC, TH E 105 FT, TH N 231 FT, TH W 105 FT, TH S 231 FT TO POB. .55 A. known as 9996 Dixon Rd.

Pursuant to section 6, Chapter 14, Act 3 of the 1895 of the Public Acts of the State of Michigan (MCL74.6; MSA 5.1470) petitions the Board of Commissioners, Tuscola County, Michigan, to order the annexation in accordance with the resolution and this petition. A copy of the resolution is attached and made a part hereof.

The reasons for the annexation are fully set forth in the resolution of the Village Council of the Village of Reese, Tuscola County, Michigan, attached hereto. The annexation is necessary to bring the property in compliance with Village of Reese's ordinances to supply public water and sewer to this property.

Petitioner prays that the Board of Commissioners set a date for the hearing of this petition and that on the date of the hearing of the petition, the Board of Commissioners order the determine that annexation, as proposed, be approved and that the land above described be annexed and be incorporated within the corporate limits of the Village of Reese, Tuscola County, Michigan.

Signed at Reese Michigan, this 12th day of October 2020

Village Council of the Village of Reese

Village President

Paul C. Beart

Village Clerk

Chris Perry, Clerk

Resolution # 20-21-03

Village of Reese

Whereas, it is to the mutual advantage and benefit of the people in the Village of Reese to promote expansion of residential housing in the Village.

And. Whereas, the existing house located on property ID# 006-006-000-1600-00 known as 9996 Dixon Rd. currently lies outside the Village limits located in Denmark Township, therefore it is requested the above mentioned lot be annexed into the Village of Reese which will allow the owner as part of our intergovernmental agreement to connect to Municipal water and sewer services in Village.

Now, Therefore, Be It Resolved by the Village Council of the Village of Reese at a regular meeting as follows:

1. That the Village Council of the Village of Reese, Tuscola County, Michigan Petitions the Board of Commissioners of the County of Tuscola to annex to the Village of Reese the following described land: Property # 006-006-000-1600-00, Legal description DEN-6-302A1 SEC 6 T12N R7E COM 275.1 FT E OF SW COR OF SEC, TH E 105 FT, TH N 231 FT, TH W 105 FT, TH S 231 FT TO POB. .55 A.
2. That the President and Clerk of the Village of Reese are authorized to sign a petition directed to the Board of Commissioners of Tuscola County and to attach a copy of this resolution to the petition, said petition requesting that the Board of Commissioners hold a hearing and take action on the petition as prayed for in the petition.

Moved by P. Bouvy

Seconded by B. Godi

Yeas 6

Nays 0

I hereby certify that the above is a true copy of the resolution passed at a meeting of the Village Council of the Village of Reese held in the Village of Reese, Tuscola County, Michigan October 12, 2020.

Chris Perry Clerk date Oct 12, 20 20
Village Clerk

**Correction
Notice of Public Hearing
September 17th, 2020**

A Petition filed with the County Board of Commissioners for annexation into the Village had correct property ID# for 9996 Dixon RD, Reese, MI. however the incorrect property legal description. The correct legal description is DEN-6-302A1 SEC 6 T12N R7E COM 275.1 FT E OF SW COR OF SEC, TH E 105 FT, TH N 231 FT, TH W 105 FT, TH S 231 FT TO POB. .55 A.

Anyone wishing to speak on this matter should appear at the Tuscola County Commission Board room in the City of Caro Michigan on the 12th of November 2020 at 8 a.m.

All materials are on file in the Village of Reese Clerks office

October 19, 2020
Thomas Raymond,
Village Manager

Correction

Notice of Public Hearing September 17th, 2020

A Petition filed with the County Board of Commissioners for annexation into the Village had correct property ID# for 9996 Dixon RD, Reese, MI. however the incorrect property legal description. The correct legal description is DEN-6-302A1 SEC 6 T12N R7E COM 275.1 FT E OF SW COR OF SEC, TH E 105 FT, TH N 231 FT, TH W 105 FT, TH S 231 FT TO POB. .55 A.

Anyone wishing to speak on this matter should appear at the Tuscola County Commission Board room in the City of Caro Michigan on the 12th of November 2020 at 8 a.m.

All materials are on file in the Village of Reese Clerks office

October 19, 2020

Thomas Raymond,

Village Manager



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

(no subject)

1 message

Robert Baxter <rbaxter@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Tue, Nov 10, 2020 at 10:53 AM

Clayette,

I am requesting a budget amendment/use of fund balance for the purchase of firearms for the road. Due to the trend, age/wear of current firearms & cost of ammo we feel this would be a good time to changeover to a S&W 9mm semi automatic. \$15,019.50 includes the cost of 30 weapons & holsters. These will cover the road patrol-full time, part time road patrol and a few extra required to have on hand in the event of a shooting/damage/loss. I am requesting \$16,000 to be transferred to include any shipping costs.

Undersheriff Robert E. Baxter
Tuscola County Sheriff Administration
420 Court St
Caro, MI 48723
989-673-8161 ext 2225
Fax: 989-673-8164

Like Us on Facebook



Send PO's To:
 3723 Cleveland Ave
 Columbus, OH 43224
 ph (614)471-0712
 fx (614)471-2134

Remit Pymt To:
 4250 Alum Creek Dr
 Oletz, OH 43207
 ph (614)489-5025
 fx (614)489-5077

Account Name TUSCOLA COUNTY SHERIFF S OFFICE
 Contact Name Brian Hemerline
 Bill To 420 COURT STREET
 CARO, MI 48723
 Phone 989-672-3999
 Email bhemerline@tuscolacounty.org

Date 10/27/2020
 Quote Number 00035862
 Prepared By Shawn Herman

Quantity	Style	Product Family	Description	Unit Quantity	Sales Price	Total Price
30.00	12663	S&W	M&P M2.0 9mm Optics Ready Pistol, 4 1/4" Barrel, Standard Height Night Sights, 3 Magazines	Each	\$405.00	\$12,150.00
30.00	7360-222-41X	Safariland	7TS ALS/SLS LVIII Mid-Ride Duty Holster for S&W M&P9 Full Size, Basketweave (28 RH, 2 LH)	Each	\$95.65	\$2,869.50

Subtotal \$15,019.50
 Shipping and Handling \$0.00
 Quote Grand Total \$15,019.50

Payment Details

Net 30
 Check
 Credit Card

Number of Days
 Quote Valid

Quote Valid 30 Days

Name _____

CC # _____

Expires _____ CRV CODE _____
 CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE

6)

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Tuscola County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 0.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1 FTE MSU employed Clerical Support Staff Funding

Optional:

4. Funding for additional Extension educators at 0 FTE
5. Funding for additional 4-H program capacity 0.5 FTE
6. Funding for additional paraprofessional(s) at 0 FTE

7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Tuscola County on 0 . The millage collected will provide funds for the following:
 - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
8. Total Annual Assessment in the amount of **\$153,646**.

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

A. Base Assessment (includes 0.5 FTE 4-H Program Coordination)\$55,596.

ADDITIONAL PERSONNEL

B. 1 FTE Clerical Support Staff to be employed by MSU	\$65,367.
C. 0 FTE Educator (Program Area:)	\$0.
D. 0.5 FTE Additional 4-H Program Coordination	\$32,683.
E. 0 FTE Additional paraprofessional staff	\$0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2021: \$153,646.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2021 the first day of the County budget year 2020 and shall terminate on the last day of such County budget year 2021. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Tuscola County Administrator/Controller Office, Attn: Clayette Zechmeister, 125 W. Lincoln Street, Suite 500, Caro, Michigan 48723, if to the County.

II. **General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

Tuscola COUNTY

By: _____

By: _____

Evonne Pedawi, Director,
Contract & Grant Administration

Print name: _____

Its: _____

(title)

Date: _____

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255

CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L - Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199

MSUE.anr.msu.edu – 35.8.201.199

Events.anr.msu.edu – 35.8.200.220

web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220

Expression Engine – 35.8.201.215

Web Hosting environment (other ANR websites) – 35.8.201.217

Master Gardener (External) – 128.120.155.54

Extension.org (External) – 152.46.27.147

Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

MSU Extension - Tuscola County 2019-2020 Programming

Jerry Johnson, District 10 Director

<http://msue.anr.msu.edu/county/info/huron>

Michigan State University is an affirmative action/equal opportunity employer. Michigan State University Extension programs and materials are open to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status. Issued in furtherance of MSU Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture. Dr. Jeffrey Dwyer, Director, MSU Extension, East Lansing, MI 48824. This information is for educational purposes only. Reference to commercial products or trade names does not imply endorsement by MSU Extension or bias against those not mentioned.



Thank You!

On behalf of Michigan State University Extension, we thank Tuscola County, for investing financial resources and human capital to partner with us toward our common goal of equipping Tuscola County residents with **knowledge** that helps them at home, at work and in our community.



What a difference a year makes!

COVID19 happened and everything changed...

- Grocery shopping became a TP hunting expedition, hand sanitizers became liquid gold
- School children sent home to varying degrees of education and home care
- Restaurants, health clubs, churches and libraries were closed – some permanently
- Masks weren't just for Halloween or cold days – they became everyday garment
- Communities were impacted to varying degrees depending on a variety of factors



But did everything really change?

- Did we lose our requirement for basic needs?
- Did we lose the need for companionship?
- Did our families quit needing money?
- Did we no longer need private sector products/services?
- Did we no longer require governmental services?
- Did stress suddenly disappear?
- Did crops quit growing? Did livestock quit needing care?

- The simple answer is a resounding “NO”



Some things changed faster.....

- Food insecurity heightened
- Home cooking/grilling increased as restaurants emptied
- Drug/alcohol use increased as liquor stores emptied
- Money woes accelerated
- Depression became more prevalent
- Product scarcity became a real thing
- Eating disorders skyrocketed
- Suicidal thoughts and suicides increased
- Senior citizens began weighing their options



*Before anything else,
preparation is the key to
success.*

~ Alexander Graham Bell



OUR MISSION

Michigan State University Extension helps people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities.



Organizational Overview

- Districts



- Institutes

- Health & Nutrition
- Children & Youth
- Agriculture & Agribusiness
- Community, Food & Environment



MSU Extension “By The Numbers”

- 100+ years serving Tuscola County
- 2,393 involved in 4-H & other youth development programs
- 14,816 website visits with 71% first-time visitors
- \$69,080 in spending with Tuscola County businesses
- 46 Tuscola County youth enrolled at MSU
- \$1,330,982 in financial aid distributed to Tuscola County students
- 667 MSU alumni in Tuscola County
- \$5,733,008 total economic impact in Tuscola County*

* 2019 economic impact data

Source: Empowering Michigan, Ninth Annual Economic Impact Report of Michigan’s University Research Corridor
Prepared by Anderson Economic Group



MSU Extension Staff – Tuscola County Office

Nola Auernhamer	Community Nutrition Instructor
Bob Battel	Educator, Field Crops
Kris Swartzendruber	Educator, Disease Prevention/Socio-Emotional Health
Katie Cooper	4-H Program Coordinator
Karly Creguer	Supervising & Staff Development Educator, Health & Nutrition
Cathy Patterson	Support Staff
Jerry Johnson	District 10 Director



Some of the Additional MSU Extension Staff Serving Tuscola County

Joe Bixler	Educator, Government & Public Policy
Marianne Buza	Educator, Dairy
Meaghan Gass	Educator, Sea Grant
Phil Kaatz	Educator, Forages and Field Crops
Betty Jo Krosnicki	Supervising & Staff Development Educator, 4-H Program
Laurie Messing	Educator, Food Safety
Andrew Northrup	Educator, Sustainable Community
Jeannine Schwehofer	Senior Educator, Meat Quality
Jared Jaborek	Educator, Beef Feedlot Systems



Ensuring Strong Communities

First Impression Tourism Assessment

- FIT follow up w/ Cass City in March 2020 – highlighted statewide due to the success experienced with this initiative
- Provided education on the Tourism Life Cycle model.
- COVID-19 Pandemic & Tourism: In partnership Prosperity Region 6/GLS Region 5 conducted sentiment surveys. Learnings were that emotions were mixed and confusion was high.
- Launched Website: COVID-19 Pandemic and Tourism
- Thumb Food Policy Council
 - GMO Basics Presentation delivered to 163 people
 - Food Distribution: In partnership w/ Food Bank of Eastern Michigan distributed 1.5 million pounds of food.



Ensuring Strong Communities A Tradition of Training Excellence

Highlights

- Hemp Workshop held in Sebewaing hosted by MSU Extension & the Huron County Economic Development Corporation. Residents of all 5 Thumb Counties were in attendance.
- Follow up Hemp Workshop held in Lapeer County early 2020 with strong attendance from the region.
- Great Lakes Water Level Symposiums
- Lake Huron Regional Fisheries Workshops



Supporting Food & Agriculture

Highlights

- SMaRT soybean meetings & research
- Winter Dairy Program included one event in Bad Axe. The goal is effectiveness – profitable efficiency.
- MSU Extension Dairy Team launches a YouTube channel for live webinars, videos and podcasts. There were over 3,000 views.
- Virtual Coffee Break w/ MSU Dairy Team
- Field Crops Virtual Breakfast Meetings continued strong in 2020 with nearly 800 participants per week and 18,000 views.
- Thumb Ag Day in December 2019 had nearly 200 participants
- Beef Quality Assurance – Transportation (BQA-T)
- Food Safety – HACCP Training
- Farm Bill informational series in partnership w/ USDA



Ensuring Safe & Secure Food

Highlights

- ServSafe Manager Training – Manager education and certification was provided 69 foodservice employees representing schools, churches & restaurants
- Cooking for Crowds was attended by 20 local volunteers
- Virtual Food Safety program delivery ramped up in March
- MSU Extension Food Safety Hotline: Call 877-643-9882
- Text “Safefood” to 797979 to receive a weekly text message
- “Think Food Safety” Social Media Campaign – encourages consumers to be informed about the food they purchase



Online Food Safety Education Programs

Highlights

- Home Food Preservation – 16 sessions
- Cottage Food Law – 7 sessions
- Safe Food = Healthy Kids – 11 sessions
- Food Safety Q & A – 14 sessions
- Emergency Preparedness – 4 sessions
- Food Pantry Safety – It's Your Job – 5 sessions

- From March – July, 20,000 people registered and over 6,000 attended food safety program sessions



Keeping People Healthy

Highlights

- Diabetes PATH series (6 week) attended by 34 participants. PATH is an acronym for Personal Action Towards Health.
- Dining with Diabetes reached 54 local residents. Course is designed for individuals with prediabetes, Type 1 or Type 2 and introduces healthier food choices and balanced menus.
- Chronic Pain Path had 19 participants.
- Stress Less with Mindfulness was attended by 42 participants.
- WISE (*Wellness Initiative for Senior Education*) had 9 participants.
- Powerful Tools for Caregivers attended by 19 participants.



Keeping People Healthy

Highlights

- RELAX: Alternatives to Anger (4 session series) helps teens, adults, parents and caregivers develop communication and problem solving skills. (Attended by 20 adults and 25 teens)
- Powerful Tools for Caregivers: 6 session series designed for people helping a parent, spouse or adult who lives in an assisted living environment (12 participants).
- Matter of Balance for Falls Prevention: 8 session series designed for older adults interested in increasing balance, flexibility and strength in additions to addressing concerns about falling. (19 participants)



4-H Youth Development

- Number of youth (5-19) in Tuscola County.....9,873
- Number of youth in all 4-H clubs and activities.....2,915
- 4-H participation rate in Tuscola County.....29.5%
- Number of youth in 4-H traditional club programs.....500
- 4H Adult volunteer leaders.....145
- 4-H Youth volunteer leaders.....55



4-H alums'
college enrollment
exceeds their peers in


80%

of MI counties



Developing Youth & Communities

Highlights – Tuscola County

- 2020 was a year of virtual engagement
 - Tuscola County “Winter Camp” had 20 participants
 - 4-H School Enrichment – Cass City 7th/8th graders & Mayville 3rd graders participated in embryology
 - 4-H Community Service – “pledging hands to larger service”
 - MISTEM Career Day
 - Project RED (Rural Education Day)
 - Agriculture Career and College Night
 - Virtual Livestock Showcase – had 77 4-H participants in 2020
 - College enrollment timeliness: 53.8 of 4-H Alums enrolled in college on time vs 47.3% for their peer group → 14% higher
- 

Tuscola County General Fund

- Another look at spend categorization
 - Correctional/Consequential – public safety, judicial, H&W
 - Administrative – Gen. Gov., Legislative, PW, Other
 - Developmental – MSU Ext., Econ. Dev., etc.
- Another look at spend allocation
 - Correctional/Consequential – 59.0%
 - Administrative – 40.0%
 - Developmental – 1.0%



Closing Thoughts.....

- During their formative years, our youth make choices which will have a profound impact on their health, their career opportunities, their outlook on life and, ultimately, their community.
- Irrespective of our family dynamic, whether single, married, children or no children we all have to manage three areas for the entirety of our lives
 - Nutrition
 - Stress
 - Finances
- MSU Extension is uniquely positioned to educate and empower our residents to make life choices, in these areas, that are best for them, their family and their community.



*Thank you for your time and attention.
Are there any questions?*



AUTHORITY: 1935 PA 59, as amended;
COMPLIANCE: Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) 60 days after acceptance of the agreement.

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT or
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT**

**Subcontract Agreement
between**

CONTRACTOR: County of Lapeer

Federal Identification (I.D.) Number: 38-6005780

and

SUBCONTRACTOR: County of Tuscola

Federal I.D. Number: 38-6004893

Project Title: Thumb Narcotics Unit (T.N.U)

Michigan State Police (MSP) Contract Number: 202170898

MSP Project Number: JAG-70898-T.N.U.-2021

Catalog of Federal Domestic Assistance (CFDA) Number: 16.738

CFDA Title: Byrne JAG

Federal Agency Name: United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA)

Federal Grant Award Number: 2019-MU-BX-0061

Federal Program Title: Byrne JAG State FY2021

I. Period of Agreement:

This Agreement shall commence on October 1, 2020 and terminate on September 30, 2021
This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement

II. Agreement Amount and Budget:

The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted

	GRANT FUNDS	MATCHING FUNDS	TOTAL
Salary and Wages & Fringe Benefits	\$ <u>11,000.00</u>	\$ <u>0.00</u>	\$ <u>11,000.00</u>
Travel Expenses	\$	\$	\$
Supplies and Expenses	\$ <u>6,030.00</u>	\$ <u>0.00</u>	\$ <u>6,030.00</u>
Equipment Expenses	\$	\$	\$
Other Expenses	\$ <u>23,300.00</u>	\$ <u>0.00</u>	\$ <u>23,300.00</u>
TOTAL AGREEMENT AMOUNT	\$	\$	\$ <u>40,330.00</u>

III. Project Budget Detail:

The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

SALARY AND WAGES & FRINGE BENEFITS: List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.

Contractual- One part time TNU secretary, no benefits=\$11,000.00. Position is 100% dedicated to supporting grant target activities.

TRAVEL EXPENSES: This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.

SUPPLIES AND EXPENSES: This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

TNU will improve evidence handling and storage processes by purchasing the following: \$530 is requested to purchase one evidence storage cabinet.

\$5,500.00 is being requested for TNU to improve officer safety by purchasing new tactical web gear, holsters, ammo pouches, handcuff cases, radio pouches and tourniquet holders for undercover officers exec

EQUIPMENT EXPENSES: Individual line items greater than \$5,000.

OTHER EXPENSES: Communication, space, and allowable expenses not covered by other line items.

\$18,500 will fund six UC vehicles leased from the State of Michigan, Vehicle and Travel Services (VTS). TNU currently pays an average of \$1,250.00/month totaling \$15,000.00/year. TNU will use \$3,800.00 toward 100% of communication (cell phone costs). \$1000.00 for UC training.

IV. Statement of Work:

The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed

by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor. All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

- V. The Thumb Narcotics Unit (TNU) is a multi-jurisdictional task force comprised of investigators from the Michigan State Police, Lapeer County Sheriff's Department and U.S. Border Patrol. The overall goal of the Thumb Narcotics Unit is to reduce death and injury related to illegal narcotics use as well as preserve and improve the quality of life in the thumb area by targeting mid to upper level traffickers involved in heroin, prescription opiates, cocaine and methamphetamine.
- VI. To target traffickers and bring criminal charges when applicable, this project conducts undercover surveillance operations, develops informants, gathers intelligence, and pursues asset seizures and forfeitures.
- VII.
- VIII. What this project will do and how it will be accomplished:
- IX. TNU will continue to adapt to concentrating on identifying, targeting, and dismantling drug trafficking organizations dealing heroin and prescription opiates. If the continuation of this project is approved, TNU will continue to work with our partners in law enforcement. TNU will also seek to identify new partners to improve efforts to target, identify, and successfully prosecute drug and non-drug criminal offenders whose actions negatively affect the quality of life in communities served by TNU.
- X. TNU will continue to work closely with all federal, state, and local agencies to aggressively identify and investigate all criminal activity. TNU will continue to build on already strong relationships with all our partners to ensure safety, cooperation and minimize duplication of efforts through communication.
- XI. Participating prosecutors have committed to collaborative involvement with TNU and have consistently demonstrated their commitment by aggressively prosecuting cases brought by the Thumb Narcotics Unit detectives. Priorities include any cases brought involving overdose death and or injury.
- XII. As an officer-safety measure as well as in the best interest of intelligence sharing, TNU is committed to utilizing the Michigan HIDTA De-confliction Center and conducts de-confliction and case-matching on all investigative cases.
- XIII. TNU has continued success, working in collaboration with probation and parole agents on compliance checks and visits resulting in narcotics violations. Through interviews, intelligence is gathered and acted upon to further investigations targeting heroin as well as opiate intervention.
- XIV. TNU will continue to rely on the use of undercover officers to further investigations on illicit narcotics trafficking and associated crimes. By addressing these issues that have an adverse impact on the quality of life in the communities we serve, we reduce deaths, serious injury, and economic costs in our area of responsibility. TNU will continue parcel intercepts as well as conduct monthly traffic interdiction operations targeting narcotics from entering the thumb communities from larger source areas such as Flint, Saginaw, Detroit, and Port Huron.
- XV. TNU will rely on established partnerships and cooperation from local law enforcement, other state and local agencies as well as federal partners to provide information on narcotics trafficking to identify individuals willing to cooperate by providing information on the criminal element. TNU will also utilize information gained by prosecutors, court staff, the public both on tip lines, and social media.
- XVI. TNU will make use of available local media outlets to highlight this unit and its capabilities. It is crucial to continue to cultivate partnerships with members of the communities we serve.
- XVII. TNU will continue to utilize MAPS and NPLEX information as well as available narcotics analysts assigned to the MIOC to provide intelligence targeting heroin and prescription opiate dealers. To further

target the supply of prescription opiates available in the service area. TNU will initiate at least one prescription provider drug diversion investigation during the 2021 grant year. TNU detectives have had success with these investigations in the past and have maintained relationships with both state and federal partners.

XVIII.

XIX. TNU will utilize uniformed officers from all departments that have previously been assigned to TNU or other investigative assignments to provide follow up on tips when needed for more information to develop cases. This will save currently assigned detectives time and provide for more direct action to further cases as well as sort out information that is erroneous or not able to be acted on.

XX. TNU currently has four (4) certified clandestine lab responders that promote community awareness through contacts with law enforcement, community organizations and business leaders. The TNU commander will ensure newly assigned detectives attend the basic Clan Lab Meth responder training as it becomes available. This will increase both case load potential as well as response to these harmful situations.

XXI. TNU will work directly with local law enforcement as well as other service agencies to educate them on meth awareness, identification, handling procedures and disposal. The unit commander and team leader will actively promote drug awareness as well as methamphetamine awareness to community groups, education outlets, government as well as business leaders.

XXII. The TNU unit commander will continue to work with area post commanders, chiefs, sheriffs, as well as assigned community service troopers and local service agencies such as the Tuscola County Community Drug Task Force and Lapeer Chapter of Families Against Narcotics (FAN) to further develop and implement a prevention awareness plan. This will be adjusted as necessary to address changing drug trends and threats. By regularly attending FAN meetings and serving on the Tuscola County Community Drug Task Force, the unit commander has a better understanding of the issues faced those affected by narcotics in the communities served by TNU.

XXIII.

XXIV. Why this proposal is necessary to address the problem:

XXV. TNU is the only multi-jurisdictional task force in the thumb area not restricted to political boundaries that the organized criminal element seeks to blur their activities. With familiarity of the geographical area, solid partnerships with local agencies as well as courts and prosecutors, TNU is in an ideal position to target these offenders.

XXVI. TNU maintained a clearance rate of 67% on all cases investigated in 2020.

XXVII. To reduce deaths, serious injury and impairment, economic costs, and overall criminal activity, TNU will continue to target these harmful substances and those that seek to deliver them to our communities. This will be accomplished by arresting lower level violators and through thorough investigation and interview techniques, gather information on those at higher levels. TNU will develop and utilize confidential informants, in accordance with guidelines set forth by the Michigan State Police to conduct undercover operations to seek and arrest higher level dealers.

XXVIII. As higher-level dealers are identified outside of TNU's area of responsibility, MJTF's and other agencies with jurisdiction will be provided all information and actionable intelligence. This level of cooperation is crucial to the state-wide strategy we all strive to enforce.

XXIX.

XXX. Commitments, Roles and Responsibilities:

XXXI. The TNU Commander will oversee the unit, providing leadership and overall guidance. Presently, the Michigan State Police, Lapeer County Sheriff, and U.S. Border Patrol are fully committed to supporting the mission of TNU. Without the support and commitment of providing investigators to the unit, TNU would cease to exist.

XXXII. TNU will continue to seek to develop partnerships with area departments within TNU's area of responsibility as well as other areas with a nexus to narcotics and crime to TNU's area of responsibility.

XXXIII. TNU will continue to partner with the Drug Enforcement Administration as well as Homeland Security Investigations (H.S.I) to prosecute cases federally when applicable.

XXXIV. TNU will continue to work closely with area prosecutors to aggressively prosecute individuals involved in heroin, prescription drugs, as well as methamphetamine related crimes.

XXXV.

XXXVI. Management Flow Chart:

XXXVII. MSP D/Lt. Unit Commander: provides unit leadership and direction of unit activity, administrative functions, operational supervision of personnel.

XXXVIII. MSP D/Sgt. Team Leader/assistant unit commander, in absence of actual, acts as unit commander. Assists with administrative functions, leadership, and supervision.

XXXIX. Detectives and D/Troopers: investigate and apprehend violators, develop informants, conduct undercover investigations.

XL. Administrative Assistant: Administrative support, assist unit commander.

XLI. Any further funding reductions to this program will affect funding unit expenses.

XLII.

XLIII. Additionally, at the TNU board meetings representatives attend from county prosecutors, board of commissioners, and chiefs of police from departments in counties served by this unit.

XLIV. This board has agreed that all forfeitures received by this unit will be retained by this unit to fund unit operations. Sharing provisions only exist for seizures over \$100,000.00 when a contributing department actively assists in the investigation.

XLV. During the 2021, grant year, this command board will again meet on a quarterly basis to address and discuss the day to day operations and funding issues that face TNU. This command board will meet annually with a general advisory board also established in 2002, through the inter-local agreement. This general advisory board does not share in the active voting on policies and issues that face the command board; however, this annual meeting allows all representatives, both law-enforcement and civilian, a voice in the operation of TNU

XLVI.

XLVII. Cost benefit of this project:

XLVIII. Byrne funding allows for a cooperative approach to narcotics investigations in a four (4) County area. The amount awarded last year was \$35,750.00. TNU seized illegal narcotics and proceeds totalling a value of approximately: \$170,000.00. By value of street drugs seized alone and not considering the value of potential lives saved, the calculated return on investment for the \$35,7500 grant award is 373%.

In order to continue to increase output of arrest and seizures of heroin, fentanyl, prescription opiates, cocaine, and methamphetamine, that cause our communities the most harm, TNU needs grant funding for operational expenses including, equipment, communication, vehicles and the administrative assistant.

XLIX. Project Timeline:

The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed timeline:

L. *First Quarter

LI. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LII. 10 Narcotic arrests in Lapeer and Tuscola Counties by 12/31/2020

LIII. 4 Education Programs/Meetings

LIV. Expending 25% of remaining award detailed as follows:

LV. Contractual expenses/Admin Assistant \$2,750.00

LVI. Expend 100% Supplies and Materials funding for property upgrades \$530 evidence storage cabinet.

LVII. Expend 100% Equipment expenses for tactical raid gear \$5,500.00

LVIII. Other/Cell phones \$950.00

LIX. _____/Detective Training \$250.00

LX. _____/UC Vehicles \$4,625

LXI. *Second Quarter

LXII. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LXIII. 20 Narcotic arrests in Lapeer and Tuscola Counties by 3/31/2021

LXIV. 8 Education Programs/Meetings

LXV. Expending 50% of Award by 03/31/2021, detailed as follows:

LXVI. Contractual expenses/Admin Assistant \$5,500.00

LXVII. Other/Cell phones \$1,900.00

LXVIII. _____/Detective Training \$500.00

LXIX. _____/UC Vehicles \$9,250.00

LXX. *Third Quarter

LXXI. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LXXII. 30 Narcotic arrests in Lapeer and Tuscola Counties by 6/30/2021

LXXIII. 12 Education Programs/Meetings

LXXIV. Expend 75% of remaining award by 06/30/2021, detailed as follows:

LXXV. Contractual expenses/Admin Assistant \$8,250.00

LXXVI. Other/Cell phones \$2,850.00

LXXVII. _____/Detective Training \$750.00

LXXVIII. _____/UC Vehicles \$13,875.00

LXXIX. *Fourth Quarter

LXXX. Unit Commander is responsible for quarterly reporting as well as ensuring TNU conducts the following:

LXXXI. 40 Narcotic arrests in Lapeer and Tuscola Counties by 9/30/2021

LXXXII. 16 Education Programs/Meetings

LXXXIII. 100% of Award by 09/30/2021 detailed as follows:

LXXXIV. Contractual expenses/Admin Assistant \$11,000.00

LXXXV. Other/Cell phones \$3,800.00

LXXXVI. /Detective Training \$1,000.00

LXXXVII. /UC Vehicles \$18,500.00

LXXXVIII. Publication Rights:

The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

"This project was supported by Federal Grant Award Number 2019-MU-BX-0061, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

LXXXIX. Performance Measurement Data and Reporting:

The Subcontractor agrees to provide all applicable performance measurement data related to this Agreement in a timely manner in order for the Contractor to meet its reporting obligations with the MSP. The failure of the Subcontractor to comply with this requirement may result in the withholding of funds and/or termination of the Subcontract.

Detailed performance measurement data requirements description (if applicable):

XC. *Goal #1: REDUCE AVAILABILITY OF HEROIN, FENTANYL, PRESCRIPTION OPIATES, COCAINE AND METHAMPHETAMINE IN SERVICE AREA.

XCI.

XCII. *Performance Measures:

XCIII. TNU'S success of this measure will in part be based upon positive and/or negative feedback of the affected communities wherein heroin, fentanyl, prescription opiates, methamphetamine and cocaine/crack dealers ply their trade. TNU will attempt to increase the amount of heroin, fentanyl, prescription opiates, methamphetamine, and cocaine (both powder and crack) seizures and reduce the availability of all in the surrounding area. TNU will measure and report a minimum of 24 arrests associated with delivery and possession of heroin, fentanyl, prescription opiates, meth, and cocaine in and Lapeer and Tuscola Counties.

XCIV.

XCV. *Objective 1:

XCVI. TNU will disrupt the flow of heroin, fentanyl, prescription opiates, meth and cocaine/crack cocaine by traffickers who travel outside of TNU'S AOR bringing these drugs back into the counties. TNU will attempt to obtain information from these individuals as to where they have purchased their drugs and pass that information to the appropriate MJTF.

XCVII.

XCVIII. *Activity:

XCIX. Actively pursue a continuation of prosecution of criminal drug-related activity, drug-related criminal enterprise cases and conspiracy activity, targeting low level dealers to climb the drug ladder with emphasis on street corner dealers.

C. TNU will pursue both state and federal forfeitures when appropriate and maintain investigative focus to identify and prosecute major source dealers and those responsible for committing violent crimes by using all available tools and procedures necessary including defendant cooperation by low and mid-level drug dealers in Lapeer, Tuscola, Huron and Sanilac counties.

CI.

CII. *Goal #2:

CIII. WORK WITH CITIZEN GROUPS, SCHOOLS, COMMUNITY AND TREATMENT AGENCIES TO EDUCATE THE COMMUNITY

CIV.

CV. *Performance Measures:

CVI. TNU will determine success of this performance measure by reviewing citizen information regarding TNU and drug crime in Lapeer and Tuscola counties. Public participation and cooperation will be measured by reviewing the number and increase/decrease in TNU tip sheets which will indicate familiarity with the public's ability to contact TNU and confidence in TNU'S ability to address drug crime within Lapeer and Tuscola counties. TNU will also track and report a minimum of 12 programs given and meetings attended that will include both community and law enforcement personnel.

CVII.

CVIII. *Objective 1:

CIX. TNU will partner with local and federal agencies to identify and arrest individuals trafficking illegal narcotics. TNU will use all available federal state and local law enforcement resources to identify and target sources of methamphetamine and clandestine methamphetamine labs within Lapeer and Tuscola counties. TNU will respond to Sanilac and Huron counties when requested to initiate or assist with investigations when necessary.

CX.

CXI. *Activity:

It is anticipated that the prosecutors will respond in kind with TNU to give presentations, upon request, concerning drug issues that affect communities in Lapeer and Tuscola counties. The TNU Unit Commander will give presentations, when requested, to governmental entities, civic groups, and schools and will ensure through these presentations that communities are kept informed, when feasible. TNU will ensure that information is disseminated throughout the counties to schools, civic groups, law enforcement agencies as well as governmental entities via meetings and computerized broadcasts (issues release) to board members, as well as use of written and television media.

CXII. Payment Processing:

The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

CXIII. Program Income:

The DOJ regulations allow the Contractor to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations,

these funds would be required to be returned to the DOJ. Program income is the gross income earned by the Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

CXIV. Unobligated Funds:

Any unobligated balance of funds held by the Subcontractor at the end of the Agreement period will be returned to the Contractor, which will then be returned to the MSP, or treated in accordance with instructions provided by the MSP.

CXV. Equipment Purchases and Title:

Any Subcontractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Subcontractor upon acquisition. The MSP reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the MSP's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Subcontractor's local requirements.

CXVI. Employee Time Certifications:

It is the Subcontractor's obligation to notify the Contractor immediately when a Byrne JAG-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All Byrne JAG-funded employees will complete and submit to the Contractor an executed ADM-214 Employee Time Certification form supplied by the Contractor. The failure to comply with notification to the MSP and/or submit Employee Time Certification forms could result in loss of position funding.

CXVII. Record Maintenance/Retention:

The Subcontractor agrees to maintain adequate program and fiscal records and files (including source documentation) to support program activities and all expenditures made under the terms of this Agreement, as required. The Subcontractor must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the Contractor and/or Subcontractor must be adhered to if they require additional years beyond retention guidelines stated herein.

CXVIII. Authorized Access:

The Subcontractor must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Contractor, MSP, Program Evaluators (contracted by the MSP), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Contractor and/or the MSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested.

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

CXIX. Subcontractor/Vendor Monitoring:

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance of OMB Circular A-133.

The Contractor is responsible for ensuring that the Subcontractor is expending grant funds appropriately as specified through this Agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions, as well as ensure that performance goals are achieved. The Contractor shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

CXX. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Subcontractor that is associated with this Agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Subcontractor shall immediately notify the Contractor, in writing, that such an investigation is ongoing or that a charge has been issued.

CXXI. Agreement Suspension/Termination:

The Contractor and/or the Subcontractor may suspend and/or terminate this Agreement without further liability or penalty to the Contractor for any of the following reasons:

- A. This Agreement may be suspended by the Contractor if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Subcontractor to comply with this Agreement terms; otherwise, termination by the Contractor may occur.
- B. Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date.
- F. This Agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner is convicted of any activity referenced in Section XVI of this Agreement, during the term of this Agreement, or any extension thereof.

CXXII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Subcontractor shall provide the Contractor with all financial, performance, and other reports required as a condition of this Agreement. The Contractor will make payments to the Subcontractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Subcontractor shall immediately

refund to the Contractor any funds not authorized for use and any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.

CXXIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

CXXIV. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Subcontractor in the performance of this Agreement shall be the responsibility of the Subcontractor, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Subcontractor, employee, or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity, as provided by statute or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Subcontractor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subcontractor and the Contractor in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Subcontractor and the Contractor in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor, the Contractor, or their employees, respectively, as provided by statute or court decisions.

CXXV. Certifications and Assurances:

The Subcontractor must adhere to all applicable Certifications and Assurances. The failure to do so may result in the termination of grant funding or other remedies.

A. Certifications:

Subcontractor should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subcontractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this

federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

As required by Executive Order 12549, Debarment and Suspension, implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Section 2867.20(a):

1 The Subcontractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either: (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or, (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subcontractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs, and,

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Subcontractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Subcontractor also specifically assures and certifies that:

- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
- 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 et seq., and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq.

5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on 12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the MSP as described in the complaint procedures in Attachment 7, Discrimination Complaint Procedures for Federal Grant-Funded Projects Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights directly, as outlined in Attachment 7 but the Contractor shall notify the MSP of the complaint as soon as the complaint is known. In the event that a federal or state court, or federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or

disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

b. Training:

Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: <http://www.nij.gov/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Subcontractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

c. Monitoring:

The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required pursuant to 28 C.F.R. 42.301 et seq. If the Subcontractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Subcontractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the MSP certifying that an EEOP is on file which meets the applicable requirements. If the Subcontractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.
9. If the Subcontractor is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 et seq., which governs the treatment of persons displaced as a result of federal and federally-assisted programs, and,
10. If the Subcontractor is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Subcontractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Subcontractor's budget, and may not supplant (replace) state, local, or tribal funds that otherwise would have been spent on positions and/or any other items approved in this Agreement budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.

3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]
4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Subcontractor will comply with the Hatch Act of 1939, 5 USC 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

To the extent that HIPAA is pertinent to the services that the Subcontractor provides to the Contractor under this Agreement, the Subcontractor assures that it is in compliance with the HIPAA requirements including the following:

1. Subcontractor must not share any protected health data and information provided by the Contractor that falls within the HIPAA requirements.
2. Subcontractor must only use the protected health data and information for the purposes of this Agreement.
3. Subcontractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Subcontractor's employees.
4. Subcontractor must have a policy and procedure to report to the Contractor any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subcontractor becomes aware.
5. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XVII, above.
6. In accordance with the HIPAA requirements, the Subcontractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subcontractor from the Contractor, the MSP, or any other source.

CXXVI. Unallowable Costs:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.

- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.
- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints, including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.
 - Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

CXXVII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. Individual consultant fees are limited to \$450 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the MSP. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

CXXVIII. Conflict of Interest:

The Contractor and Subcontractor are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

CXXIX. Compliance with Applicable Laws and Agreements:

The Subcontractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Subcontractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the agreement between the MSP

and Contractor. The Contractor shall supply the Subcontractor with a copy of said agreement.

CXXX. Agreement Signatures:

The Subcontractor hereby accepts this Agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the Contractor to the MSP. The Agreement becomes effective upon the return of the signed Subcontract to the Contractor. This award does not assure or imply continuation in funding beyond the funding period of this Subcontract. The Subcontractor agrees to provide the Contractor with a copy of the Single Audit Report of the Subcontractor's entity.

<p>SUBCONTRACTOR:</p> <p>Address: 125 Lincoln St. City, State, and ZIP: Caro MI 48723 Phone: (989)672-3700 Fax: (989)672-4011</p>	<p>CONTRACTOR:</p> <p>Address: 255 Clay St. City, State, and ZIP: Lapeer MI 48446 Phone: (810)667-0366 Fax: (810)667-0369</p>
<p>Authorized Official Signature:</p>	<p>Authorized Official Signature:</p>
<p>Name: Mr. Thomas Bardwell Date:</p>	<p>Name: Mrs. Cheryl Clark Date:</p>
<p>Project Official Signature:</p>	<p>Project Director Signature:</p>
<p>Name: Mrs. Clayette Zechmeister Date:</p>	<p>Name: D/Lt. Doug Rogers Date:</p>
<p>Financial Official Signature:</p>	
<p>Name: Ms. Deborah Babich Date:</p>	

November 8, 2020

9)

Dear Commissioners,

The Caro Womens Interfaith Committee for Christmas, once again, request the use of the Courthouse lawn to display their nativity scene.

It will be displayed from November 28, 2020 thru January 2, 2021.

Thank you for your attention in this matter.

Respectfully submitted,

Marsha Rexer

Chairman

989-673-2997

STATE OF MICHIGAN



54TH JUDICIAL CIRCUIT COURT


HON. AMY GRACE GIERHART
CIRCUIT COURT JUDGE

440 NORTH STATE STREET
CAPR, MICHIGAN 48723

(985) 672-2720

DATE: October 29, 2020

TO: Tuscola County Board of Commissioners

FROM: Hon. Amy Grace Gierhart, Chief Judge 

RE: Wage Increase Consideration for 2021

Due to the various components of the court system, the Court relies heavily on cross-training staff to keep caseloads moving. With cross-training in mind, the Court requested that two clerks obtain certification as court recorders to assist in the courtrooms when needed. Both obtained their certification and have been helping when needed. They were also trained to substitute in for the District Court jury clerk in her absence. They have both been performing these additional duties for some time. Due to these added significant responsibilities, I am requesting that these two deputy court clerks in the District Court be reclassified with the title of "deputy court clerk/court recorder" with a pay increase to \$20.18 per hour beginning January 1, 2021.

The estimated cost would be \$2/hr x 1950 hours x 2 employees=\$7800, and then adding in fringe expenses, the total cost would be roughly \$10,000.

This wage increase would be budget neutral and would be paid for by a negotiated reduction in the Family Court Legal Services Contract.

TITLE

Dep court clerk

Dep court clerk

Dep court clerk

Dep court clerk

0.02

With 3% increase for
2021With 3% increase for
2021Requested/with
additional 7.75% above
approved 3%Requested/with
additional 7.75%
above approved 3%

MERS DIVISION

11

11

11

11

DOH	09/12/13	02/01/06	09/12/13	02/01/06
101-130	Malloy	Peters	Malloy	Peters
Wages 703-000	\$ -	\$ -	\$ -	\$ -
Wages 704-000	\$ 36,514.53	\$ 36,514.53	\$ 39,351.00	\$ 39,351.00
Contractual Wages 800-000				
Health Ins. Incentive 704-020		\$ -		
STD 704-030	\$ 241.57	\$ 241.57	\$ 260.34	\$ 260.34
LTD 704-030	\$ 105.89	\$ 105.89	\$ 114.12	\$ 114.12
Unused Sick Payout 704-040				
Work Comp 710-000	\$ 730.29	\$ 730.29	\$ 787.02	\$ 787.02
Health & Dental Ins. 711-000	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00
FICA 715-000	\$ 2,793.36	\$ 2,793.36	\$ 3,010.35	\$ 3,010.35
Life Ins. 717-000	\$ 55.56	\$ 55.56	\$ 55.56	\$ 55.56
Retirement 718-000	\$ 5,614.50	\$ 5,614.50	\$ 5,614.50	\$ 5,614.50
POB/retirement 718-100	\$ 3,046.00	\$ 3,046.00	\$ 3,046.00	\$ 3,046.00
Transcripts 805-010	\$ -	\$ -	\$ -	\$ -
Total Per Employee	\$ 65,601.70	\$ 65,601.70	\$ 68,738.89	\$ 68,738.89

CURRENT 2020 WAGES

ELECTED OFFICIAL:	ANNUAL SALARY:	DEPARTMENT:	POSITION:
RFFNE, MARK E	\$97,730.93	PROSECUTOR	PROSECUTING ATTORNFY
SKRENT, GLEN G	\$77,773.40	SHERIFF DEPT	SHERIFF
FETTING, JODI S	\$62,182.36	CLERK	CLFRK
GRAY, PATRICIA L	\$62,182.36	TREASURER	TREASURFR
BISHOP, JOHN	\$60,324.63	REGISTER DEEDS	REGISTER OF DEEDS
MANTEY, ROBERT J	\$60,324.63	DRAIN	DRAIN COMMISSIONER

TOP 2020 PAID EMPLOYEES TUSCOLA COUNTY (NON UNION)

EMPLOYEE NAME:	ANNUAL SALARY:	DEPARTMENT:	POSITION:
ZECHMEISTER, CLAYETTE A	\$90,372.20	CONTROLLER	CONTROLLER/ADMINISTRATOR
ERSKINE, SANDRA	\$89,744.93	FRIEND OF COURT	FOC DIRECTOR/ATTORNEY
VANAUKEN, JOSEPH A	\$89,403.75	UNIFIED COURT	MAGISTRATE/REFEREE
LONG, SHEILA M	\$86,021.48	UNIFIED COURT	COURT ADMINISTRATOR
WANINK, ERIC F	\$77,698.44	PROSECUTOR	CHIEF ASST PROS
DANIELS, ANGELA J	\$73,277.21	EQUALIZATION	EQUALIZATION DIRECTOR
HOFMEISTER, TARA J	\$71,603.50	FRIEND OF COURT	FOC REFEREE
LEE, EEAN E	\$68,735.24	INFO SYSTEMS	CHIEF INFORMATION OFFICER
BAXTER, ROBERT E	\$68,185.61	SHERIFF DEPT	UNDERSHERIFF
MILLER, MICHAEL W	\$67,168.78	BUILDING GROUND	DIRECTOR BUILDING & GROUNDS
NIELSEN, SANDRA K	\$66,813.77	DISPATCH	DISPATCH DIRECTOR
HINOJOSA, ERIC J	\$65,922.41	PROSECUTOR	ASSISTANT PROSECUTOR
WALLE, ERICA K	\$63,362.24	PROSECUTOR	ASSISTANT PROSECUTOR
HILL, WILLIAM A	\$63,362.24	PROSECUTOR	ASSISTANT PROSECUTOR
FINI, LINDA L	\$62,444.96	UNIFIED COURT	CIRCUIT COURT REPORTER
STRASZ, LINDA A	\$60,293.00	JUVENILE PROB	CHIEF PROBATION OFFICER
WALTHER, HEATHER R	\$58,725.00	DWI COURT	TRSC CASE MANAGER
BROWN, JANA L	\$56,011.81	FRIEND OF COURT	DEPUTY FOC
MCKINNEY VOLZ, CINDY M	\$55,681.80	UNIFIED COURT	DEPUTY COURT ADMINISTRATOR
NACY, LEIGH	\$53,026.91	ANIMAL SHELTER	ANIMAL CONTROL DIRECTOR

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

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

2021 General Fund Expenditures

GL NUMBER	DESCRIPTION	2019 AMENDED BUDGET	2020 AMENDED DEPARTMENT BUDGET 8-31-20	2021 DEPARTMENT REQUESTED BUDGET	2021 2nd DRAFT BUDGET BUDGET	2021 DRAFT BUDGET % CHANGE
Fund 101 - GENERAL FUND						
APPROPRIATIONS						
	Totals for dept 101 - BOARD OF COMMISSIONERS	122,668	123,172	115,500	210,349	70.78
	Totals for dept 104 - SPECIAL PROGRAMS	86,000	47,500	54,800	54,800	15.37
	Totals for dept 130 - UNIFIED COURT	2,247,825	2,609,427	572,800	2,472,942	(7.02)
	Totals for dept 147 - JURY COMMISSION	5,875	3,715		5,791	55.88
	Totals for dept 151 - ADULT PROBATION	12,000	11,000	10,000	10,000	(9.09)
	Totals for dept 191 - ELECTION	82,442	206,100	26,800	26,871	(86.96)
	Totals for dept 202 - ACCOUNTING SERVICES	47,740	47,740	47,740	47,740	
	Totals for dept 211 - LEGAL COUNSEL	245,010	101,000	130,000	130,000	28.71
	Totals for dept 215 - CLERK	473,643	488,613	90,690	517,740	5.96
	Totals for dept 223 - CONTROLLER	439,887	461,380	434,780	438,151	(5.69)
	Totals for dept 225 - EQUALIZATION	230,005	241,104	4,800	253,876	5.30
	Totals for dept 227 - CITY OF CARO ASSESMENT CONTRT	7,498	7,508	500	7,508	
	Totals for dept 229 - PROSECUTOR	605,573	693,428	53,050	801,408	15.57
	Totals for dept 230 - CO-OP REIMBURSEMENT-PROSECUTOR	204,464	195,108		214,226	9.80
	Totals for dept 236 - REGISTER OF DEEDS	304,605	317,448	65,722	298,810	(7.82)
	Totals for dept 253 - TREASURER	355,898	368,624	41,000	479,611	30.11
	Totals for dept 259 - COMPUTER OPERATIONS	653,924	745,828	411,800	759,494	1.83
	Totals for dept 265 - BUILDING AND GROUNDS	821,755	839,848	472,859	836,309	(0.42)
	Totals for dept 266 - DHHS BLDG MAINTENANCE	60,154	68,209	34,500	84,148	23.37

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Totals for dept 275 - DRAIN COMMISSION	225,323	233,885		232,088	(0.77)
Totals for dept 303 - COURTHOUSE SECURITY	139,675	140,895	151,604	151,604	7.60
Totals for dept 304 - SHERIFF - JAIL	2,369,872	2,434,345	2,424,331	2,429,647	(9.95)
Totals for dept 324 - CO WEIGH MASTER ENFORCEMENT	84,127	88,746	79,009	91,339	2.92
Totals for dept 331 - MARINE SAFETY	14,137	12,869	12,869	12,869	
Totals for dept 333 - SECONDARY ROAD PATROL	82,243	101,535	83,489	87,358	(13.96)
Totals for dept 346 - THUMB AREA NARCOTICS GROUP	14,173	14,172		13,970	(1.43)
Totals for dept 352 - COMMUNITY CORRECTIONS SERVICE	69,123	73,004		75,304	3.15
Totals for dept 400 - PLANNING COMMISSION	5,500	3,905		4,430	13.44
Totals for dept 426 - EMERGENCY SERVICES	102,578	106,083	71,923	111,352	4.97
Totals for dept 441 - BUILDING CODES	570,100	440,000		440,000	
Totals for dept 442 - BOARD OF PUBLIC WORKS	1,200	1,055		1,050	(0.47)
Totals for dept 445 - DRAINS AT LARGE	425,484	370,939		370,938	
Totals for dept 631 - SUBSTANCE ABUSE	50,928	51,250		51,250	
Totals for dept 648 - MEDICAL EXAMINER	97,390	75,000		75,000	
Totals for dept 670 - DHHS BOARD	10,000	10,000		10,000	
Totals for dept 722 - AIRPORT ZONING BOARD	6,600	1,775			(100.00)
Totals for dept 723 - AIRPORT ZONING BRD OF APPEALS	2,450	1,750	800	840	(52.00)
Totals for dept 728 - ECONOMIC DEVELOPMENT CORP	80,000	80,000		80,000	
Totals for dept 863 - EMPLOYEE SICK/VACATION BENEFIT	80,840	10,765		5,390	(49.93)
Totals for dept 865 - INSURANCE AND BONDS	88,000	90,540		125,000	38.06
Totals for dept 891 - ESCROW PORTION OF WIND REVENUE	205,474			224,478	
TOTAL	11,732,183	11,919,265	4,903,545	12,243,681	0.26

General Fund Transfers

GL NUMBER	DESCRIPTION	2019 AMENDED BUDGET	2020 AMENDED DEPARTMENT BUDGET 8-31-20	2021 DEPARTMENT REQUESTED BUDGET	2021 2nd DRAFT BUDGET BUDGET	2021 DRAFT BUDGET % CHANGE
APPROPRIATIONS						
Dept 965 - TRANSFERS OUT						
101-965-999.208	COUNTY PARKS FUND	15,000	15,000			(100.00)
101-965-999.215	FRIEND OF THE COURT TRANSFERS	282,970	282,970		282,965	
101-965-999.221	HEALTH DEPT APPROPRIATION	321,750	328,185		328,185	
101-965-999.222	BEHAVIORAL HEALTH	288,243	288,243		288,243	
101-965-999.239	TRANS OUT ANIMAL CONTROL	84,500	90,000		150,000	
101-965-999.244	EQUIPMENT CAPITAL IMPROVEMENT	250,000	310,547		200,000	(35.60)
101-965-999.252	TRANSFER OUT REMONUMENTATION	115				
101-965-999.258	GIS FUND	60,000	60,000		60,000	
101-965-999.260	TRANSFER OUT MIDC	283,676	253,957		253,708	(38.65)
101-965-999.279	TRANSFER OUT VOTED MSU		21,000			(100.00)
101-965-999.288	CHILD CARE HUMAN SERVICES	162,500	162,500		150,000	(7.69)
101-965-999.292	CHILD CARE (PROB CT & SOC SER)	500,000	400,000		300,000	(25.00)
101-965-999.374	PURDY BUILDING DEBT	72,018	75,655		60,000	(20.69)
101-965-999.483	CAPITAL IMPROVEMENTS FUND	250,000	169,065		200,000	18.30
101-965-999.648	MEDICAL EXAMINER	13,648				
Totals for dept 965 - TRANSFERS OUT		2,584,420	2,457,122		2,273,101	(7.49)
TOTAL APPROPRIATIONS		2,584,420	2,457,122		2,273,101	(13.92)

TOTAL GENERAL FUND EXPENSES	\$ 14,316,603	\$ 14,376,387	\$ 4,903,545	\$ 14,516,782	0.98
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TOTAL GENERAL FUND REVENUE	\$ 14,627,433
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DIFFERENCE	\$ 110,651
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2021 All Funds Budget Presented by Fund					
Fund	Fund Name	2021 Estimated Beginning Available Fund Balance	2021 Estimated Revenue and Transfers In	2021 Estimated Expenditures and Transfers Out	2021 Estimated Ending Fund Balance
General Fund					
101	Total General Fund	1,200,263	14,627,433	14,516,782	1,310,914
Special Revenue Funds					
207	Road Patrol	935,897	2,742,109	2,731,668	946,338
208	County Parks & Recreation	38,535	19,500	19,800	38,235
213	Arbeia Township Police Services	0	91,463	91,463	0
214	Voted Primary Road Improvement	0	1,924,746	1,350,384	574,362
215	Friend of the Court	120,845	1,156,691	1,156,684	120,852
216	Family Counseling	70,664	9,000	2,000	77,664
218	Dispatch/911	716,241	1,337,400	1,243,301	810,340
221	Health Department	2,314,838	3,531,259	3,590,186	2,255,911
224	Regional DWI Court Grant	75,174	251,700	236,485	90,389
225	Vassar Township Police Services	0	91,960	91,960	0
230	Recycling	103,222	346,894	318,817	131,299
232	Millington Township Police Services	0	185,779	185,779	0
233	Mental Health Grant for Courts	0	56,180	53,073	3,107
236	Victim Services	112	89,275	89,275	112
239	Animal Control	14,482	342,650	344,595	12,537
240	Mosquito Abatement	235,035	1,258,253	1,254,558	238,730
244	Equipment Fund	173,976	205,000	203,100	175,876
246	Veterans Outreach Grant	0	55,374	55,374	0
250	CDBG Housing Program Income	102,995	25,000	50,000	77,995
251	Principal Residence Exemption	1,592	133,500	112,890	22,202
252	Remonumentation	0	56,615	56,615	0
255	Victim of Crime Act Grant	1,789	91,870	91,870	1,789
256	Register of Deeds Automation	95,006	52,450	51,350	96,106
258	Geographic Information Systems	173,138	107,250	91,863	188,525
260	Michigan Indigent Defense	453,000	1,138,982	1,138,982	453,000
261	Homeland Security	0	60,000	60,000	0
263	Concealed Pistol Licensing	120,404	34,200	26,460	128,144
265	Corrections Officer Training	20,421	11,000	13,700	17,721
266	Forfeiture Sheriff/Pros/Crime Victim	74,965	1,000	50,000	25,965
269	Law Library	29,937	6,500	6,500	29,937
279	Voted MSU-Extension	0	198,689	179,992	18,697
285	Michigan Justice Training	6,864	4,000	4,000	6,864
288	Human Services Child Care	373,099	368,980	397,900	344,179
291	Medical Care Facility	1,242,806	23,479,565	23,352,224	1,370,147
292	Child Care Probate Juvenile	96,059	798,900	750,166	144,793
293	Soldiers Relief	105,338	5,000	25,000	85,338
295	Voted Veterans	72,814	339,773	376,498	36,089

296	Voted Bridge	953,218	963,100	868,069	1,048,249
297	Voted Senior Citizens	56,875	636,807	582,479	111,203
298	Voted Medical Care Facility	658,121	502,124	251,483	908,762
	Special Revenue Funds Total	9,437,462	42,710,538	41,556,543	10,591,457
	Debt Service Funds				
352	Pension Bonds	0	505,700	505,700	0
353	Pension Bond Health Department	0	186,925	186,925	0
374	Purdy Building Debt	0	74,103	74,103	0
375	Caro Sewer System	0	423,988	423,988	0
379	Mayville Storm Sewer	0	78,650	78,650	0
385	Denmark Sewer System	0	102,781	102,781	0
387	Wisner Water	0	158,150	158,150	0
	Debt Service Funds Total	0	1,530,297	1,530,297	0
	Capital Project Funds				
470	State Police Capital Expenditures	136,653	10,500	10,500	136,653
483	Capital Improvements Fund	2,057,511	213,000	179,000	2,091,511
488	Jail Capital Improvement Fund	982,372	20,000	0	1,002,372
	Capital Project Funds Total	3,176,536	243,500	189,500	3,230,536
	Internal Service Funds				
676	Motor Pool (Child Care Vehicle)	1,797	5,000	5,000	1,797
677	Workers Compensation	0	200,000	200,000	0
	Internal Service Funds	1,797	205,000	205,000	1,797
	Proprietary Funds				
532	Tax Foreclosure Fund	1,493,728	657,128	500,000	1,650,856
	Proprietary Funds	1,493,728	657,128	500,000	1,650,856
	Total All Funds	\$15,309,786	\$59,973,896	\$58,498,122	\$16,785,560

2021 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests		Recommended for Funding				
Department Request		Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Recommended for Funding from Special Purpose Fund	Comments
ANIMAL CONTROL	Interior Doors	\$5,400	\$5,400			Department of Ag replacement Inspection
	Exterior Doors	\$12,000	\$12,000			Department of Ag replacement Inspection w/card access
	Lights	\$2,500	\$2,500			
	Medical Room - Shower	\$1,000	\$1,000			Department of Ag replacement Inspection
	Cat Room	\$5,000	\$5,000			
	Window in office	\$2,500	\$2,500			Window to view incoming guests for security and customer service.
BUILDING AND GROUNDS	Vehicle - SUV	\$30,000		\$30,000		SUV Pool Vehicle
	Vehicle - SUV	\$30,000		\$30,000		SUV Pool Vehicle
	Animal Shelter Furnace and A/C Replacement	\$6,000	\$6,000			Current furnace and A/C systems are old and warn out.
	Health Dept. parking lot repairs	\$5,000	\$5,000			Deteriorating parking lot.
	Seal coat and line stripe Health Dept. parking lot	\$10,000	\$10,000			Regular maintenance.
	Seal Coat entrance Health Dept/DHHS/Dispatch buildings	\$2,000	\$2,000			Regular maintenance.
	Seal Coat DHHS North parking lot	\$1,000	\$1,000			Regular maintenance.
	Retention Pond at Health Dept/DHHS/Dispatch repair	\$12,000	\$12,000			Parking Lot Drainage issue.
	Animal Shelter parking lot addition	\$24,000	\$24,000			Additional parking needed, currently parking on lawn
	Annex roof replacement	\$50,000	\$50,000			Leaking - Repairs needed
CLERK	Clerk Storage Cabinets	\$15,000			\$15,000	Would be able to use funds from the CPL Account to help off-set costs.
	Redesign office	\$15,000		\$15,000		Move employee locations and add a moveable filing system to the vault where the two employees are currently sitting limiting access to the office by the general public for added safety measures.

2021 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests			Recommended for Funding			
Department Request		Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Recommended for Funding from Special Purpose Fund	Comments
CONTROL	Purdy Building Sign	\$1,600	\$1,600			Need sign to distinguish county building.
	Purdy Building Stucco Repair	\$34,000	\$34,000			Damaged and deteriorating.
IT	Clemis Vehicle Locator	\$9,500		\$9,500		Clemis Vehicle Locator
	ELMO Document Cameras - Courts	\$4,500		\$4,500		Document Cameras - Courts
	Sheriff vehicle Locator	\$8,700		\$8,700		Sheriff vehicle Locator
	Data Center Improvement	\$7,500		\$7,500		Move MDF out of common area, into secured data center
	Drain Office Scanner	\$5,000		\$5,000		To be used for large maps
	Courthouse Security Cameras	\$17,000		\$17,000		Added to cover outside areas not currently under surveillance
	Desktop Replacement	\$8,000		\$8,000		4 year cycle replacement of PCs
	Network Switching	\$25,000		\$25,000		Replace end of life network switches
	Replace Cable infrastructure	\$5,000		\$5,000		Replaces old 1GB cable with 10GB cable.
	Replace Printers	\$1,500		\$1,500		Replace aging printers
	ICompass Software	\$8,400		\$8,400		Meeting manager for minute taking docket display outside of courtroom
	Replace Aging Server	\$27,000		\$27,000		Replace aging server
SHERIFF - JAIL	Garage door replacement	\$5,000	\$5,000			Overhead garage doors for the jail need replaced for safety reasons.
Controller	Purchase two new desk	\$1,000		\$1,000		
Total		\$397,100	\$179,000	\$203,100	\$15,000	
Total Funded		\$397,100				
Total Not Funded		\$0				

NOTICE

**THE TUSCOLA COUNTY ROAD COMMISSION WILL HOLD
REGULAR BOARD MEETINGS IN THEIR OFFICES AT 1733 S. MERTZ
RD., CARO, MICHIGAN BEGINNING AT 8:00 A. M. ON THE FOLLOW-
ING DATES IN 2021:**

- | | |
|------------------------------|-------------------------------|
| THURSDAY, JANUARY 7 | THURSDAY, JULY 8 |
| THURSDAY, JANUARY 21 | THURSDAY, JULY 22 |
| THURSDAY, FEBRUARY 4 | THURSDAY, AUGUST 5 |
| THURSDAY, FEBRUARY 18 | THURSDAY, AUGUST 19 |
| THURSDAY, MARCH 4 | THURSDAY, SEPTEMBER 2 |
| THURSDAY, MARCH 18 | THURSDAY, SEPTEMBER 16 |
| THURSDAY, APRIL 1 | THURSDAY, SEPTEMBER 30 |
| THURSDAY, APRIL 15 | THURSDAY, OCTOBER 14 |
| THURSDAY, APRIL 29 | THURSDAY, OCTOBER 28 |
| THURSDAY, MAY 13 | WEDNESDAY, NOVEMBER 10 |
| THURSDAY, MAY 27 | WEDNESDAY, NOVEMBER 24 |
| THURSDAY, JUNE 10 | THURSDAY, DECEMBER 9 |
| THURSDAY, JUNE 24 | WEDNESDAY, DECEMBER 22 |

**OFFICIAL MINUTES OF THE TUSCOLA COUNTY ROAD
COMMISSION ARE AVAILABLE FOR PUBLIC INSPECTION AT THE
ROAD COMMISSION OFFICE AT 1733 S. MERTZ RD., CARO,
MICHIGAN UPON REQUEST. ANY INQUIRIES MAY BE MADE BY
TELEPHONE BY CALLING 989-673-2128.**

MICHAEL TUCKEY, SECRETARY-CLERK

October 15, 2020

A regular meeting of the Board was held via Electronic Remote Access through Google Meet on Thursday, October 15, 2020 at 8:00 A.M.; all in accordance with the Michigan Department of Health and Human Services Emergency Order under MCL 333-2253 due to the Covid-19 Pandemic.

Present for the Electronic Meeting: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, David Kennard, and Duane Weber; Acting County Highway Engineer Brent Dankert, Operations Engineer Technician Will Green, Superintendent/Manager Jay Tuckey, and Director of Finance/Secretary-Clerk Michael Tuckey.

At 8:05 A.M., there were a total of Twelve (12) participants attending the Electronic Meeting.

Roll Call of the Board was conducted.

Motion by Parsell seconded by Matuszak that the minutes of the October 1, 2020 regular meeting of the Board be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Payroll in the amount of \$99,619.12 and bills in the amount of \$1,012,709.06 covered by vouchers #2020-49 and #2020-50 were presented and audited.

Motion by Weber seconded by Kennard that the payroll and bills be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Brief Public Comment Segment:

- (1) Dale and Diana Nelson appeared before the Board, and asked if they could complete the repairs on the 25' road right-of-way in Oakhurst Park. The Board upholds its position that the repairs will be completed by Mr. Wayne Mansueto with the terms specified in the letter.

Mr. Scott Zimmer with Air Advantage appeared before the Board to discuss installing fiber lines throughout the County to improve the internet access. Acting County Highway Engineer Dankert will further review the plans, and follow up with Mr. Zimmer.

Motion by Matuszak seconded by Weber that the agreement between Richard Sylvester and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Quanicassee Road from their establishment north of Dutcher Road to State Trunkline Highway M-25 be extended for an additional two (2) years with the conditions specified in the agreement. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Parsell seconded by Matuszak that the agreement between MacFarlane Trucking and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Quanicassee Road from their establishment south of Elmwood Road to State Trunkline Highway M-25 be extended for an additional two (2) years with the conditions specified in the agreement. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Kennard seconded by Weber that bid item addendum #35 for Wisner Township of the 2020 Furnishing & Placing Crushed Limestone bids be awarded to Burroughs Materials. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie -- Yes --- Motion Carried.

Road Commissioner Parsell provided an update in regards to filling the County Highway Engineer position.

Management and the Board further discussed the Covid-19 Pandemic, and the current Road Commission operating procedures. Director of Finance Michael Tuckey reported to the Board that the Michigan Supreme Court ruled on October 2, 2020 that the Michigan Governor's previous Executive Orders regarding Covid-19 are now invalid. However, the Michigan Department of Health and Human Services has since then issued Emergency Orders regarding Covid-19. Management and the Board reviewed and discussed the issued Emergency Orders, as well as the recommendations from the Road Commission's Labor Attorney regarding the topic.

Road Commission Chairman Laurie reported to the Board that Road Commissioner Gary Parsell will serve as Chairman of the Blue Water Highway Council for the year 2021.

Acting County Highway Engineer Dankert provided to the Board a construction project update.

Road Commissioner Matuszak provided a report from the Tuscola County Parks & Recreation Committee.

Motion by Parsell seconded by Matuszak that the Board go into closed session at 9:15 A.M. for the purpose of discussing two pending lawsuits regarding the Shays Lake Road Box Culvert issues and the Terry Houthoofd lawsuit. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

At 9:25 A.M. the Board returned to open session.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:30 A.M. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Chairman

Secretary-Clerk of the Board