



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, March 17, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln
St., Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Prayer - Commissioner Vaughan
Pledge of Allegiance - Commissioner Bardwell
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 13
[Board of Commissioners - 24 Feb 2022 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

- [Building and Grounds Committee Meeting - 02 Mar 2022 - Minutes - Pdf](#) 14 - 22
- [Committee of the Whole - 14 Mar 2022 - Minutes - Pdf](#)
1. Drain Commissioner 2021 Annual Report
2. Reappointments to the Tuscola Behavioral Health Systems (TBHS) Board of Directors 23
[Behavioral Health System Board of Directors Reappointments](#)
3. Region VII Area Agency on Aging Appointment 24
[Region VII Area on Agency Appointment Letter](#)
4. Jail Software - Colossus Incorporated 25 - 35

[Tuscola Co Sheriffs Office, Colossus Incorporated - Jail Tracker MP&L \[w-GPS pmt terms\] \(2020-05-12\)](#)

5. Lawn Mowing Service Bids - Laser Cut Lawn Care
6. Purdy Building Exterior Repair Bids - Booms Construction
7. Seamless Padding System at the County Jail - Prime Coat Coating Systems

New Business

1. Office Space Request for Proposal (RFP) Rescission - Mark Ransford
2. Letter to the Editor - "Water Problem vs. Putman" - Renee J. Wood 36 - 41
[Renee J Wood March 7th 2022 Correspondence](#)
3. Tuscola County Central Dispatch 2021 Annual Report - Sandra Nielsen, Dispatch Director
4. 9:00 a.m. Public Hearing for Annexation of Property into the Village of Millington 42 - 47
[Annexation of 017.016.150.2300.00](#)
[Notice of Hearing of the Petition](#)
5. Resolution for Village of Millington Annexation 48 - 50
[2022-02 Resolution for Village of Millington Annexation](#)
6. Soil Erosion and Sedimentation Control Resolution 51 - 62
[SESC Fee Sheet](#)
[Soil Erosion Part 91 Questions](#)
[OLD Resolution](#)
[Previous Action Regarding Soil Erosion Fees 2012](#)
[Motion 12-M-225 Soil Erosion Fees](#)
[2022-03 Resolution Regarding Soil Erosion and Sedimentation Control](#)
7. Potential Action to Hire an Architect to Look Into an Addition to the Tuscola County Annex Building
8. Mosquito Abatement 2022 Seasonal Hiring of Employees 63 - 64
[2022 Seasonal Mosquito Abatement Staff](#)
[2022 Seasonal Staff List](#)
9. Board of Canvassers Resignation 65
[Board of Canvassers Request](#)
10. Board of Canvassers Appointment
11. 2021 Audit Engagement Letter 66 - 74

[Audit Engagement Letter Tuscola 2021](#)

12. National Day of Prayer 75
[National Day of Prayer](#)

Old Business

1. Animal Shelter Parking Lot Expansion Bids - Mike Miller, Building and Grounds Director
2. Adult Probation Fence - Mike Miller, Building and Grounds Director

Correspondence/Resolutions

1. [Correspondence Regarding the No Fault Insurance Resolution](#) 76
2. [Open Letter to MI Leaders-Clerks-2.28.22](#) 77 - 78
3. [Road Commission 2-17-22 Board Minutes](#) 79 - 80
4. [Cheboygan County Resolution 2022-03 Urging The Return of State Workers To In-Person Operations](#) 81 - 82
5. [Grand Traverse Co Resolution Supporting the Community Mental Health Authority \(CMHA\)and Opposing State Legislation to Change the CMHA](#) 83 - 84
6. [Muskegon County Resolution for Black History Month](#) 85 - 87
7. [Iron County Resolution Urging the Return of State Workers to In-Person Operations](#) 88 - 89

Commissioner Liaison Committee Reports

Young

1. Board of Public Works
2. County Road Commission Liaison
3. Dispatch Authority Board
4. Genesee Shiawassee Thumb Works
5. Great Start Collaborative
6. Human Services Collaborative Council (HSCC)
7. Jail Planning Committee
8. MAC Agricultural/Tourism Committee
9. Region VII Economic Development Planning

10. Saginaw Bay Coastal Initiative
11. Senior Services Advisory Council
12. Tuscola 2020
13. Local Units of Government Activity Report

Vaughan

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

Grimshaw

1. Behavioral Health Systems Board
2. Recycling Advisory
3. Jail Planning Committee
4. MI Renewable Energy Coalition (MREC)
5. Local Units of Government

DuRussel

1. Board of Health
2. Community Corrections Advisory Board
3. Department of Human Services/Medical Care Facility Liaison
4. Genesee Shiawassee Thumb Works
5. Local Emergency Planning Committee (LEPC)
6. MAC Judiciary Committee
7. MEMS All Hazard

8. Local Units of Government Activity Report

Bardwell

1. Behavioral Health Systems Board
2. Caro DDA/TIFA
3. Economic Development Corp/Brownfield Redevelopment
4. MAC 7th District
5. MAC Workers Comp Board
6. MAC Finance Committee
7. TRIAD
8. 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 (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:01 AM - Thursday, February 24, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Thursday, February 24, 2022, to order at 8:01 a.m. local time.

Prayer - Commissioner Grimshaw

Pledge of Allegiance - Commissioner Bardwell

Roll Call -Deputy Clerk Judy Cockerill

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Douglas DuRussel, Dan Grimshaw

Commissioners Absent: Kim Vaughan

Others Present In-Person: Eean Lee, Judy Cockerill, Clayette Zechmeister, Mike Miller, Gedaliah Krasner, Steve Anderson, Jon Ramirez, Register John Bishop, Larry Zapfe, Mark Ransford, Damian Wasik

Also Present Virtual: Tracy Violet, Matt Brown, Matthew Lane, Jessica VanHove, Pam Stefan, Kathleen Curtis, Sheriff Glen Skrent, Mark Haney, Dara Hood, Debbie Babich, Kim Brinkman, Mary Drier, Bob Baxter, Sandra Nielsen, Treasurer Ashley Bennett, Shannon Beach, Cody Horton, K. Free, Nick Sakon, Barry Lapp

At 8:01 a.m., there were a total of 10 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2022-M-033

Motion by Thomas Young, seconded by Doug DuRussel to adopt the agenda as amended. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2022-M-034

Motion by Doug DuRussel, seconded by Thomas Young to adopt the meeting minutes from the February 10, 2022 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

None

New Business

1. Mosquito Abatement Material Purchase for 2022 -
Larry Zapfe, Mosquito Abatement Director, presented his request to purchase a truck mounted fogger and mosquito control material.

2022-M-035

Motion by Dan Grimshaw, seconded by Thomas Young that per the February 24, 2022 letter from Larry Zapfe, Mosquito Abatement Director, to authorize the purchase of one (1) Grizzly truck mounted fogger in the amount of \$15,897.66. Also, insecticide materials from Valent Bio Sciences for a total of \$21,902.80. All of these purchases have been budgeted in the 2022 Mosquito Abatement Fund. Motion Carried.

2. Saginaw Bay Cooperative Invasive Species Management (CISM) Strategic Plan -
Gedaliah Krasner, Saginaw Bay CISM Coordinator, presented to the Board the Strategic Plan regarding prevention of invasive species, resources available to counties and to the public. They work in connection with the Department of Natural Resources (DNR) and private landowners regarding phragmites.

2022-M-036

Motion by Thomas Young, seconded by Doug DuRussel to receive and place on file the Saginaw Bay Cooperative Invasive Species Management Area (SB-CISMA) Strategic Plan dated November 9, 2021. Motion Carried.

3. Thumb Electric Right of Ways/Variances -
Commissioner Young provided an update regarding permit policy that needs to be in place for work to be completed in the right-a-ways. There has been discussion in requiring one blanket permit rather than a permit for each driveway. Eean Lee expressed how important this project is for Tuscola County in getting broadband to the residents.

4. TelNet Five Year Proposal -
Eean Lee, Chief Information Officer, explained the benefits of the proposal and the proposed cost-savings to Tuscola County.

2022-M-037

Motion by Thomas Young, seconded by Dan Grimshaw that per the recommendation of Eean Lee, Chief Information Officer (CIO), to approve the TelNet 5-year phone service at a monthly rate of \$282.00. Also, all authorized signatures be approved. Motion Carried.

5. Truck Purchase -
Mike Miller, Buildings and Grounds Director, explained the request to replace a current truck on his fleet.

2022-M-038

Motion by Thomas Young, seconded by Doug DuRussel that per the recommendation from Mike Miller, Buildings and Grounds Director, the 2022 Chevrolet Silverado 2500HD in the amount of \$40,860.00 be purchased from Cook GM Super Store in Vassar. This is a 2022 budgeted item. Motion Carried.

6. Review Bids for the Seamless Padding System at the County Jail -
Mike Miller, Buildings and Grounds Director, opened the bids received for a seamless padding system to be installed in one holding cell at the jail.

Primcoat, Illinois - \$22,085.00
WDSI, Wisconsin - \$48,000.00 (base)
Cornerstone, Alabama - \$43,250.00

Mike Miller will review the bids received and will bring a recommendation back to the Board at the next Board meeting.

7. Tuscola County Health Department Fee Schedule -
Clayette Zechmeister reviewed the request received from the Health Department as included in the agenda packet.

2022-M-039

Motion by Doug DuRussel, seconded by Dan Grimshaw to approve the changes to the Tuscola County Health Department Fee Schedule under the Miscellaneous Section to add a Lead Sample Collection fee in the amount of \$10.00. Effective date will be March 1, 2022. Motion Carried.

8. Resolution For The Elected Officials To Fix The No-Fault Law - Commissioner DuRussel presented regarding the proposed resolution.

2022-M-040

Motion by Doug DuRussel, seconded by Dan Grimshaw to approve Resolution #2022-01 titled Resolution Urging State Legislature to Amend the Michigan No-Fault Auto Insurance Reform Act to Address a Reimbursement Cap for Auto Accident Victims. Also, all appropriate signatures are authorized. Roll Call Vote:

Yes: Thomas Young, Thomas Bardwell, Doug DuRussel, and Dan Grimshaw

Absent: Kim Vaughan

Motion Carried.

9. Amendment to the Agreement for Records Management and Imaging with GOVOS, Inc. (A Kofile Company) in the Register of Deeds Office - (matter added)
Register John Bishop explained the amendment and the monthly increase. This will allow for improvements including speed of the system.

2022-M-041

Motion by Thomas Young, seconded by Doug DuRussel to approve amendment one to the Agreement for Records Management and Imaging System contract between the Register of Deeds and GOVOS, Inc (A Kofile Company). Also, authorize all necessary signatures. Motion Carried.

10. Tuscola County Treasurer's Office New Hire - (matter added)

Treasurer Ashley Bennett explained the request to fill a vacant position within the Treasurer's Office.

2022-M-042

Motion by Thomas Young, seconded by Dan Grimshaw that per the recommendation of Ashley Bennett, Tuscola County Treasurer, that Amanda Rushlo be hired to fill the vacant full-time Account Clerk III position, pending a favorable background check, drug screen and physical. Tentative start date of Monday March 14, 2022. Motion Carried.

Recessed at 9:55 a.m.

Reconvened at 10:05 a.m.

11. Rescind the Vaccine Mandate Policy in the Register of Deeds Office on February 10, 2022 and refill the vacant Part-Time Account Clerk II position. - (matter added)
John Bishop, Register of Deeds, stated publicly that he is rescinding the Vaccine Mandate Policy for the Register of Deeds Office. Register Bishop is also requesting to refill the vacant part-time position in his office.

2022-M-043

Motion by Doug DuRussel, seconded by Thomas Young to approve the hiring of Rachel Chaney-Ruiz to the position of part-time Account Clerk II at beginning rate of \$16.51 per hour in the Register of Deeds office. Effective date of hire February 28, 2022. Motion Carried.

Old Business

1. IT Space Needs -

Board discussed scheduling a Buildings and Grounds Committee meeting to discuss how to move the project forward and the various options that are available. Clayette will send an email to Elected Officials and Department Heads to invite them to the meeting. The meeting will be held on March 2, 2022 at 10:00 a.m. in the Board Room with no virtual meeting participation.

Correspondence/Resolutions

1. Consumers Put Your Town on the Map Competition
2. New Grant Program to Bolster Relief for Michigan Businesses Impacted by the COVID-19 Public Health Emergency
3. Tuscola County Road Commission Minutes
4. Tuscola CD 2022 Pruning Workshop Flyer
5. Legislative Update February 11, 2022

Commissioner Liaison Committee Reports***Bardwell***

Behavioral Health Systems Board Meeting tonight.

Caro DDA/TIFA Update provided.

Economic Development Corp/Brownfield Redevelopment Meeting was canceled due to lack of quorum.

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Update provided.

Local Units of Government Activity Report

Vaughan

Absent

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

DuRussel

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

Grimshaw

Behavioral Health Systems Board
Meeting tonight.
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Young

Board of Public Works
Update provided.
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
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Other Business as Necessary

1. Caro Center Update -
Clayette Zechmeister, Controller/Administrator, provided an update on the progress of the project. The completion date is expected to be March of 2023. Clayette reported the census of patients is being tracked.
2. New Hire Step Rate Clarification (matter added) -
Board discussed when a new hire is offered a position how it is determined what Step Rate that person would start at. Board would like motions for new hires to include the Step Rate for clarification in the future. If the new hire is being offered a Step Rate higher than Step 1, the Board would like supporting documentation presented for the qualifications to be at a higher step.

At 10:52 a.m., there were a total of 21 participants attending the meeting virtually.

Extended Public Comment

-Mary Drier questioned why there will not be any virtual meeting participation at the Building and Grounds Committee meeting. Commissioner Grimshaw stated that it will not be virtual as it is a Committee meeting not a Committee of the Whole or a Board meeting.

Adjournment

2022-M-044

Motion by Thomas Young, seconded by Doug DuRussel to adjourn the meeting at 11:01 a.m. Motion Carried.

Judy Cockerill
Deputy Clerk
Tuscola County Clerk's Office

DRAFT



MINUTES

Building and Grounds Committee Meeting

10:00 AM - Wednesday, March 2, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI
48723

Commissioner DuRussel called the special committee meeting of the Building and Grounds Committee of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Wednesday, March 2, 2022, to order at 10:00 AM local time.

Commissioners Present In-Person: Douglas DuRussel, Dan Grimshaw

Others Present In-Person: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Sandy Nielsen, Jon Ramirez, Laura Ailing-Garrett, Angie Daniels, Leigh Nancy, Kate Curtis, Bob Baxter, Cody Horton, Mike Miller, Damian Wasik, Prosecutor Mark Reene, Mark Ransford, Steve Anderson, Drain Commissioner Bob Mantey

Also Present Virtual: Patty Witkovsky, Nick Sakon, Mary Drier, Tracy Violet, Matt Brown, Barry Lapp, Dara Hood, Sheriff Glen Skrent, K. Free, Amy Gregor, Michael Findlay, Shannon Beach

At 10:06 a.m., there were a total of 8 participants attending the meeting virtually.

New Business

None

Old Business

None

Building and Grounds

Primary Building and Grounds

1. County Space Needs -

-Commissioner Grimshaw explained the reason the meeting was called was to go back to the drawing board and complete a fact-finding mission to determine what the needs of the various departments are. He wanted to look at the total square foot that was part of the County's RFP. He wanted to look at office space needs for the IT Department and the Emergency Service Department. He also wanted to look at the option of a conference room and a training room and how many times a month the areas would be used. He has received an estimated cost for a 4,736 square foot building to be \$635,400.00.

-Eean Lee, CIO, reviewed his current office set up of two offices which are each approximately 12 x 15. Then he has a center office area that is shared between employees in cubicles. He estimates his total office area to be 3,530 without his storage area. His initial hope was for an office size of 60 x 60 but that would need to be increased if the training center area is going to be planned to host a large number of people. He does need his own separate storage access. He would also need a multi-media conference room.

-Bob Mantey, Drain Commissioner, explained his office needs to retain the availability of the current small conference room area at the Purdy Building. His office uses that without always placing it on the schedule.

-Bob Baxter, Undersheriff, explained the Sheriff's Office would utilize a training room and conference room.

-Steve Anderson, Emergency Services Manager, explained his need to have a space to activate the Emergency Operations Center (EOC) in the event of an emergency. He also needs a storage area with a separate access as his need for storage will be increasing as he is taking over the CERT program. He is requesting an office in an approximate size of 15 x 18. His current storage area in total would be approximately 20x30 but he will need more than that in the proposed plan. Wherever his office is located at, he will need a bi-directional antenna which has a cost of \$5,000.00 to \$10,000.00. Steve stated the Sheriff has approved the Emergency Services Department moving out of the Sheriff's Office if it would be located at the Annex or within a close proximity to the Sheriff's Office. Steve would utilize the conference room and training center for a variety of monthly meetings.

-Sandy Nielsen, 911 Dispatch Director, could use a space that could be transitioned into a back-up 911 Center in the case of an emergency. The Department would need space for computers and radio connection at a minimum. She also stated she could utilize the conference room and training center.

-Mark Reese, Prosecutor, stated that his office could utilize the area that the IT Department is currently housed in within the Annex for Prosecutor Office staff upon that Department being moved to a different location. He also stated that he would use a training room or conference room for various meetings.

-Cody Horton, GIS Coordinator, stated he does not need a conference room or training room. His department does need an adequate area for office space as well as an area to use to display maps for customers. He also stated he would like to plan for the potential addition of a staff member in his department.

-Angie Daniels, Equalization Director, stated that her department would utilize a training room that could hold approximately 50 attendees. She sees the benefit of currently having the GIS Department close to the Treasurer's Office and the

Register of Deeds Office. She also stated that the Equalization Department would be able to work from home and continue their current service levels as their public interaction is minimal. By implementing a work at home option for that department, the GIS Department could occupy the entire area currently housing the Equalization Department and GIS Department. Angie was directed to prepare a proposal to present to the Board of Commissioners.

-Jodi Fetting, Clerk, expressed the need of the Clerk's Office for a conference room and a training center. She stated that herself and Treasurer Bennett would utilize the training center to meet with the local jurisdictions. Clerk Fetting also stated that the Bureau of Elections likes to host trainings in Caro due to the regional location for attendees. Clerk Fetting also expressed concern over the time that it has taken to make a decision on this matter as she was originally hopeful that the training center would be available for the trainings required for this upcoming election cycle. She urged the Board to take action rather than delaying the project.

-Leigh Nacy, Animal Control Director, stated she would not utilize this space but does need additional storage space on-site at the Animal Control Center.

-Clayette Zechmeister, Controller/Administrator, stated that her department would not utilize the training room or conference room being proposed. If the Chief Accountant position is granted to be added back to staff, her department would need additional space at the Purdy Building.

-Mike Miller, Building and Grounds Director, thinks it was good to meet to review the needs of the various departments. In the end, it is up to the Board of Commissioners to make the final decision as to if the Board wants to build new, lease a building or purchase a building. The Board will need to look at all of the options and contributing factors to determine what is most feasible. He did state that he is concerned about adding on more infrastructure and responsibilities to the Maintenance Department. This should be considered when comparing options.

Commissioner Grimshaw did look at the GIS system for the lot lines of the county owned property near the Annex Building to gain an understanding of a potential build out. There is an owner-occupied house that is located near the site of the proposed expansion. That house is currently not for sale.

Availability of parking was also discussed as the expansion would consume a current parking lot. If a training room is contained in the design to hold up to 50 people, that would need to be considered in order to have parking available. Clerk Fetting expressed concern as if there is a jury trial scheduled, that the Annex parking lot is utilized. It was also discussed that the parking lot needs to provide ease of access to the building.

Commissioner Grimshaw stated the area that currently holds the Community Park Garden maintained by the Juvenile Probation Department could be made into a parking lot. Mike Miller and Clerk Fetting both expressed that a lot of time and effort has been put into that garden area which has provided a huge benefit to the Family Court system. Neither of them felt the idea of eliminating the Community Garden would be well received by those departments involved in this project.

Commissioner Grimshaw stated that if county owned property was used a Phase 1 or Phase 2 environmental would not be required.

The availability or installation of a generator needs to be considered in the building options in order to provide power in the case of an emergency.

The Board needs to consider that the Emergency Services Department must be included as part of the move in order to use American Rescue Plan Funds for the project.

On-Going and Other Building and Grounds

None

Other Business as Necessary

None

Public Comment Period

-Mark Ransford is thankful that Commissioner Grimshaw is now agreeable to considering the proposed county space need project, considering the continued expressed need for a training room for various departments and to moving the IT Department and Emergency Services Department. He feels that the Ransford Wasik proposed a solution 6 months ago that addressed the needs discussed at the meeting today. The proposed property for the county to lease is an existing structure that would be customized to the needs of the county on the inside. Departments echoed the same needs today that were expressed 6 months ago.

Adjournment

Meeting adjourned at 11:27 a.m.

Jodi Fetting
Tuscola County Clerk



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, March 14, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, March 14, 2022, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioner Grimshaw arrived at 8:02 a.m.

Commissioners Absent: Thomas Young

Others Present In-Person: Clerk Jodi Fetting, Tracy Violet, Clayette Zechmeister, Drain Commission Bob Mantey, Dara Hood, Alecia Little, Mike Miller

Also Present Virtual: Eean Lee, Mary Drier, Debbie Babich, Mike Slade, K. Free, Mark Haney, Jon Ramirez, Cindy Hughes, Sandy Nielsen, Jessica Van Hove, Kate Curtis, Shawn Klinkman, Steve Anderson, Barry Lapp, Zachary Sutter, Putman Family, Pam Shook, Steve Root

At 8:23 a.m., there were a total of 24 participants attending the meeting virtually.

County Updates

None

New Business

1. Drain Commissioner Annual Report - Robert Mantey, Drain Commissioner, reviewed the 2021 Annual Report for the Drain Commissioner's Office. Matter to be placed on the Consent Agenda.
2. Letter to the Editor - "Water Problem vs. Putman" - Renee J. Wood did not appear to present her letter at the meeting today. Matter can be added to Thursday's agenda if she would like to still present to the Board.

Board discussed the matter of getting water to the Putman Medical Building Project. Board discussed the past discussions of when the water line was put in for the Caro Center.

3. Reappointments to the Tuscola Behavioral Health Systems (TBHS) Board of Directors -
Board has received the letter of request for reappointment of four of the board members. Matter to be placed on the Consent Agenda.
4. Region VII Area Agency on Aging Appointment -
Board reviewed the letter of request for reappointment of William Sanders. Matter to be placed on the Consent Agenda.
5. Jail Software -
Eean Lee, Chief Information Officer, reviewed the budgeted request. Matter to be placed on the Consent Agenda.
6. Lawn Mowing Service Bids -
Mike Miller, Building and Grounds Director, opened the bids that were received.
 - JB Lawn Care and Snow Removal, Cass City - \$1,400.00 per week
 - Cutting Edge Lawn Care, Cass City - \$1,770.00 per week
 - Thumb Lawn Care, Cass City - \$1,555.00 per week
 - Laser Cut Lawn Care, Unionville - \$29,000.00 for season (based on 26 weeks equals \$1,115.38 per week)
 - Rabaugh Services (received by email which was not a submission option) - \$1,250.00

Board agreed to award project to Laser Cut Lawn Care. Matter to be placed on the Consent Agenda.

7. Animal Shelter Parking Lot Expansion Bids -
Mike Miller, Building and Grounds Director, opened the bids received for the project.
 - Waldorf and Sons, Mt. Morris - \$35,390.00
 - Esch Landscaping, Pigeon - \$24,679.70
 - BlackJack Asphalt, Burt - \$12,500.00
 - Astech Asphalt, Brown City - \$22,800.00
 - Act Excavating, Olivet - \$17,478.13
 - Yeager Asphalt and Concrete, Carrolton - \$13,875.00

Mike Miller will review the bids received and bring back a recommendation at a future meeting.

8. Purdy Building Exterior Repair Bids -
Mike Miller, Building and Grounds Director, opened the bid that was received for the project.
 - Booms Construction, Bad Axe - \$48,500.00

Mike Miller stated that this was the only bid received and in previous RFPs there were no bids received. If Board decides to move forward a budget adjustment will need to be completed as this bid is over the budget projected.

Board decided to award the project to Booms Construction and matter to be placed on the Consent Agenda with budget amendments authorized.

Old Business

1. Review Bids for the Seamless Padding System at the County Jail - Mike Miller, Buildings and Grounds Director, has reviewed the bids received and is recommending Prime Coat Coating Systems as they were the lowest bidder to meet the requirements put forth. Matter to be placed on the Consent Agenda.

Finance/Technology

Primary Finance/Technology

1. General Fund Expenditure Four Year Comparisons - Clayette Zechmeister reviewed the report that was included in the agenda packet that compared year-end balances back to 2018.

Board discussed the Medical Examiner expenses.

2. General Fund Revenue Four Year Comparisons - Clayette Zechmeister reviewed the report that was included in the agenda packet highlighting the various line items.
3. 2021 All Funds Unaudited Fund Balances 2022 Estimated Available - Clayette Zechmeister reviewed the report included in the agenda packet.
4. Voted Funds Review of Fund Balances - Clayette Zechmeister reviewed the report included in the agenda packet.
5. Wind Turbine Revenue History - Clayette Zechmeister reviewed the report included in the agenda packet.

On-Going and Other Finance

None

On-Going and Other Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Recessed at 10:27 a.m.

Reconvened at 10:35 a.m.

At 10:35 a.m., there were a total of 21 participants attending the meeting virtually.

Building and Grounds***Primary Building and Grounds***

1. Building and Grounds Committee Meeting -
Commissioner DuRussel reviewed the discussion had during the Building and Grounds Committee meeting with the various Department Heads. The common meeting area may need to be larger than first anticipated. Commissioner Grimshaw reviewed comments provided by the Department Heads. Board discussed the matter at length. Board discussed the potential use of ARPA Funds. Board discussed the parking availability at the Annex Building. Board discussed the possibility of a Department working from home. Board would like Mike Miller to reach out to TSSF Architects to determine a timeline on getting a proposed layout for adding on to the Annex Building.

On-Going and Other Building and Grounds

None

1. State Police Water and Annexation -
Mike Miller updated the Board that the quote from Champagne and Mark originally was \$116,392.00 and increased to \$143,750.00 to complete the project. Also, Linegar Corporation cost increased \$1,250.00 to complete their portion of the project. The County is still waiting for the jurisdictions to adopt their resolutions approving the annexation.
2. Adult Probation Fence Update -
Mike Miller, Building and Grounds Director, received a bid for vinyl fencing from Dohlen Fence and Deck, Caro - \$8,920.00. Matter to be placed on Thursday's Board Agenda.

Personnel***Primary Personnel***

None

On-Going and Other Personnel

1. Workman's Compensation
2. Michigan Association of Counties (MAC) 7th District Meeting
3. Safety Committees - Watch for Grant Opportunities
4. Retirement Plans and Municipal Employees Retirement System (MERS) Representative Updates -
Matter to be scheduled for a MERS presentation.

Other Business as Necessary

-Commissioner DuRussel mentioned the letter received from Brant Wilson from The Lighthouse expressing his appreciation for the support of the Board and would be interested in

presenting to the Board. Commissioner DuRussel will see if he is available to present at an upcoming Committee of the Whole meeting.

On-Going Other Business as Necessary

1. Animal Control Ordinance -
Clayette Zechmeister has received a draft copy and the draft copy has been provided to the Animal Control Director, Treasurer and Prosecutor for review. The Board would also like to have the draft copy provided for their review.
2. Guidehouse Activity for Non-Entitlement Units of Local Government (NEUs) Outreach
3. American Rescue Plan Act (ARPA) Funds - Updates on Projects and Reporting
4. County Wide upcoming Millage renewals:
Michigan State University Extension
Primary Roads and Street Improvement
Bridge and Street Improvement

At 12:09 p.m., there were a total of 18 participants attending the meeting virtually.

Public Comment Period

None

Adjournment

Motion by Doug DuRussel, seconded by Kim Vaughan to adjourn the meeting at 12:10 p.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk



TUSCOLA

Behavioral Health Systems

March 1, 2022

Tuscola County Board of Commissioners
125 West Lincoln, Suite 500
Caro, MI 48723

Dear Commissioners,

As you are aware, the current terms of several members of the Tuscola Behavioral Health Systems Board of Directors will be expiring as of March 31, 2022. Current contact information is enclosed.

At its regularly scheduled Board Meeting of February 24, 2022, the Tuscola Behavioral Health Systems Board of Directors resolved to recommend to the Tuscola County Board of Commissioners, the re-appointments of Ms. Nancy Fritz, Mr. David Griesing, Ms. Susan McNett, and Mr. Walter Szostak to our Board of Directors for a three-year term.

As always, we appreciate your strong support of our efforts and thank you in advance for your consideration of these recommendations.

Sincerely,

Sharon Beals

Sharon Beals
Chief Executive Officer

SB/clm

Enclosure

cc: Jody Fetting, Tuscola County Clerk

A Michigan Community Mental Health Authority serving Tuscola County since 1973

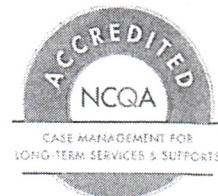
Mailing and Administration Address: 323 North State Street, Caro, MI 48723

Clinical Programs located at 1332 Propect Avenue, Caro, MI 48723

989.673.6191 or 1.800.462.6814 Page 23 of 89 1.866.635.4186 • www.tbhsonline.com



REGION VII AREA AGENCY ON AGING



YVONNE CORBAT, CHAIR

BOB BROWN, EXECUTIVE DIRECTOR

MEMBER COUNTIES: BAY ■ CLARE ■ GLADWIN ■ GRATIOT ■ HURON ■ ISABELLA ■ MIDLAND ■ SAGINAW ■ SANILAC ■ TUSCOLA

February 17, 2022

Thomas Bardwell, Chairman
Tuscola County Board of Commissioners
125 W. Lincoln Street, Suite 500
Caro, MI 48723

Dear Chairman Bardwell:

Please be advised that the term of your current delegate on Region VII's Board of Directors, Chaplain William Sanders, expires on March 31, 2022. According to our By-laws, the County Board of Commissioners has the responsibility to make this appointment for a three year term beginning April 1, 2022 through March 31, 2025.

This appointment should be made prior to March 31, 2022 so that your county is represented on this Board without disruption.

Thank you for your cooperation and should you have any questions, please contact me.

Sincerely,

Bob Brown
Executive Director

BB/sg

cc: Chaplain William Sanders, Board Member
Jodi Fetting, County Clerk

H\bdterm



Colossus, Incorporated
MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

This *Master Purchase, License & Services Agreement* which includes the attached Exhibits (this "Agreement") is between **Colossus, Incorporated ("Colossus")**, and **Tuscola County Sheriff's Office ("Customer")**. This Agreement sets forth the terms and conditions under which Colossus will furnish the JailTracker™ Offerings described on a Quotation /Order Form and/or Statement of Work executed by the Parties to Customer.

WHEREAS, Colossus, Incorporated is the legal entity that markets, sells and distributes the JailTracker™ Offerings under the platform of the Global Public Safety business unit.

NOW THEREFORE, in consideration of the mutual covenants set out in Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

The attached Exhibits include:

Exhibit A.....MILESTONE PAYMENT SCHEDULE

Exhibit B.....STANDARD SOFTWARE MAINTENANCE SERVICES

Customer	<u>Tuscola County Sheriff's Office</u>	Contact:	<u>Thomas Bardwell</u>
Address:	<u>420 Court Street #1</u>	Email:	<u>tbardwell@tuscolacounty.org</u>
	<u>Caro, MI 48723</u>	Phone:	<u>989 673 0409</u>
		Mobile:	<u></u>

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. This Agreement shall apply to Customer's purchase and license of Software or Services (collectively, "JailTracker Offerings") described on a Quotation/Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional JailTracker Offerings by executing additional Quotation/Quotation/Order Forms and/or Statement of Works with JailTracker. Customer's Affiliates may also order Systems and additional JailTracker Offerings hereunder by signing a mutually agreeable Quotation/Quotation/Order Form and/or Statement of Work incorporating this Agreement and reflecting such Affiliate's agreement to be bound by all of the terms and obligations applicable to the Customer under this Agreement. Customer agrees that, unless it is prohibited by law from doing so, Customer shall be liable for any breach by its Affiliates of this Agreement or of any Quotation/Order Form and/or Statement of Work executed by its Affiliates. The parties executing this Agreement on behalf of JailTracker and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

ACKNOWLEDGED AND AGREED TO BY:

Colossus, Incorporated

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Authorized Signature Title
By: _____
Authorized Signature Title
Date: _____

1. Definitions.

"AFFILIATE" shall mean the following, as applicable:

If Customer is not a government body or entity, then "Affiliate" shall mean an entity which, as of the Effective Date, controls, is controlled by or is under common control with the Customer. For the purpose of this definition, "control" means the legal or beneficial ownership of (a) fifty percent (50%) or more of the outstanding voting stock of a corporation, (b) fifty percent (50%) or more of the equity of a limited liability company, partnership or joint venture or (c) a general partnership interest in a partnership or joint venture. If Customer is an agency or department of a state, then "Affiliate" shall mean any other agency or department of such state and any county, city, town or municipality in such state. If Customer is a Council of Governments, then "Affiliate" shall mean any government body or entity on behalf of which Customer is entering into this Agreement, provided that Customer has disclosed the identify of such government body or entity to JailTracker prior to the execution hereof.

"APPLICATION RELATED SOFTWARE" shall mean all JailTracker computer software developed by JailTracker and/or JailTracker's partners, resellers, OEM or distributors for which said computer software is designed to help the end-user to perform specific tasks, and which computer software is listed on a Quotation/Order Form.

"AUTHORIZED COPIES": Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:

- a. The single copy of the Software and the related Documentation delivered by JailTracker under this Agreement; and
- b. Any additional copies made by Customer as authorized under Section 2.

"CONFIDENTIAL INFORMATION": Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

"CUSTOMER LIAISON": A Customer employee assigned to act as liaison between Customer and JailTracker for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify JailTracker of the name of the Customer Liaison.

"CUT LIVE" shall mean the moment a Customer begins using the JailTracker software in production.

"DOCUMENTATION" shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by JailTracker to Customer with the Software. Documentation shall not include marketing materials.

"EFFECTIVE DATE" shall mean the latter of the two dates in the above signature block.

"QUOTATION/ORDER FORMS" shall mean the JailTracker ordering schedules which are signed by JailTracker and Customer (or a Customer Affiliate) to place orders for JailTracker's Application Related Software products or Services under this Agreement

"SERVICES" has the meaning set forth in Section 9 below.

"SITE" shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

"SOFTWARE" shall mean all or any portion of the Application Related Software product(s) and Documentation provided by JailTracker to Customer, whether in machine-readable or printed form, which application software product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

"SSMS": The JailTracker Standard Software Maintenance Services as set forth in Exhibit B.

"STATEMENTS OF WORK" or **"SOWs"** shall mean statements of work which are signed by JailTracker and Customer (or a Customer Affiliate) to place orders for professional services to be performed by JailTracker under this Agreement.

"SUPPORTED SOFTWARE" shall mean Software for which Customer is entitled to receive Software Maintenance.

"SYSTEM" shall mean the Software and Services described in the applicable Quotation/Order Form or Statement of Work.

"Sublicensed Software" shall mean those components of the Application Related Software that are sublicensed by JailTracker.

"SYSTEM CHARGE" shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), fees for Software licenses and fees for installation, training and other services.

"THIRD PARTY SOFTWARE" shall mean the software necessary for the Equipment to function properly to allow the Application Related Software to operate on the Equipment, and shall include (I) Open Source software provided to Customer by JailTracker; (II) operating system software and database software; and (III) Software that the copyrights therein are owned by a party other than JailTracker and installed on or included with Equipment at the time that such Equipment is purchased by JailTracker. This definition of Third Party Software expressly excludes any products that are considered Application Related Software.

"UPGRADE" shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, User and use restrictions detailed in a SOW or Quotation/Order Form, JailTracker grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes. Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense,

redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to pay all fees specified in Exhibit A, then Customer shall forfeit the right and license to use the System and shall return them to JailTracker.

3. Installation and Training. JailTracker will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by JailTracker to facilitate JailTracker's performance of the installation services and training services.

4. Maintenance.

a. Software Maintenance. Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to JailTracker, JailTracker will provide maintenance, software correction and support services for the Software, excluding third party software and Project Deliverables, (such services, "Software Maintenance") during the term of Customer's SSMS and the concurrent warranty period. Software Maintenance will be provided in accordance with JailTracker's SSMS, in effect as of the Effective Date and attached hereto as Exhibit B.

b. No Additional Maintenance. JailTracker will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in a Quotation/Order Form or Statement of Work.

d. Maintenance Lapse. Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to JailTracker the fees that would have been paid to JailTracker by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software for any reason, and then subsequently desires (with JailTracker's permission) to purchase or reactivate Software in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by JailTracker in the interim period, JailTracker will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge.

5. Fees & Additional Purchases.

a. Payment Terms. The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each JailTracker Offering purchased or licensed by Customer and services ordered under any Statement of Work. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on JailTracker's net income) assessed on the JailTracker Offerings. To the extent Customer imposes additional requirements on JailTracker for Services other than those expressly provided in this Agreement, JailTracker retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, JailTracker will notify Customer that the Services are subject to additional charge(s).

b. If Customer wishes to add additional JailTracker Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.

c. Annual Software Maintenance Fees. Customer shall pay without deduction or set-off annual Software Maintenance Fee(s), referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each JailTracker Offering purchased or licensed by Customer. JailTracker reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software renewal. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on JailTracker's net income) assessed on Customer's Annual Maintenance Fees. If Customer fails to pay such invoice within thirty (30) days, or the SSMS lapses for any other reason, a reinstatement fee may be charged in addition to the annual support and maintenance fee. JailTracker reserves the right to deliver all invoices to Customer via email.

d. Exclusions. The System Charge does not include, and Customer agrees to pay, any additional sums for:

- (i) Software, third party software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration).
- (ii) Services required by or incurred due to: (1) incomplete site preparation, in accordance with an agreed-upon schedule; or (2) any third party software not furnished with the System that either fails to interface or integrate with the System or materially impairs the System's operation.
- (iii) All of JailTracker's direct, out-of-pocket travel and associated living expenses, including applicable travel policy per diems and other travel fees.
- (iv) Charges for shipping, freight, insurance, loading, unloading and storage associated with the delivery, installation and repair of the System.

6. Confidentiality.

a. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify JailTracker of any request(s) made for disclosure of confidential information.

b. Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to JailTracker. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard JailTracker's proprietary rights in the JailTracker Offerings, including without limitation the following measures:

(i) Customer shall only permit access to the JailTracker Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.

(ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

c. In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.

d. Notwithstanding the foregoing: nothing herein shall be construed as to prevent JailTracker or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; JailTracker may disclose Customer's Confidential Information to contractors engaged by JailTracker to assist in the performance of any Services hereunder; JailTracker may disclose to its licensors Customer's identity and such other information regarding Customer's use of the Software as such licensors may require be disclosed by JailTracker; and JailTracker may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing JailTracker Offerings to Customer for the benefit of JailTracker and other JailTracker customers.

e. Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, JailTracker shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 6 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

f. To the extent required by applicable law for CORE to perform its services set forth herein, CORE adheres to FBI Criminal Justice Information Services ("CJIS") policies including, but not limited to, the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7).

7. Ownership.

a. Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of JailTracker or its licensors. Customer will not take any action that jeopardizes JailTracker's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. JailTracker and its licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at JailTracker's sole expense, any actions reasonably requested by JailTracker to reflect, confirm or perfect such rights in JailTracker's or an applicable licensor's name.

8. Warranty, Indemnity, Remedies.

a. Software Warranty. JailTracker warrants, for Customer's benefit only, that Supported Software will perform substantially in accordance with the Documentation for a period of one (1) year after the date on which Customer's license for such Supported Software is i) initially installed by JailTracker per the Quotation/Order Form and SOW, or ii) if by Customer, initially delivered to Customer by JailTracker. JailTracker's warranty shall not apply to Supported Software that has been modified by Customer or third parties, or to Supported Software that is installed on computer systems not approved by JailTracker. Customer agrees to notify JailTracker in writing before expiration of the preceding period of the failure of any Supported Software to satisfy the foregoing warranty and, after verification thereof by JailTracker, JailTracker will undertake to correct any reported error in accordance with its Software Maintenance Guide. Customer acknowledges that the Software may not satisfy all of Customer's requirements and the use of the Software may not be uninterrupted or error-free. JailTracker warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to Customer the Supported Software provided hereunder.

b. Services Warranty. JailTracker warrants that: (i) it will perform the Services in a professional and workmanlike manner; and (ii) the Project Deliverables will perform substantially in accordance with the specifications set forth in the applicable Statement of Work and applicable Documentation for a period of 30 days after delivery to Customer. Customer agrees to notify JailTracker in writing before expiration of the preceding period of the failure of any Project Deliverable to satisfy the foregoing warranty and, after verification thereof by JailTracker, JailTracker will undertake to correct any reported error in accordance with its Software Maintenance Guide.

d. Indemnity. If a lawsuit is brought against Customer claiming the Software infringes a U.S. copyright or misappropriates a third party trade secret, JailTracker will defend Customer in the lawsuit at JailTracker's expense, and JailTracker will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies JailTracker in writing promptly upon learning that a claim may be asserted, but in any case not later than five (5) days after Customer receives notice of such lawsuit; (ii) Customer grants JailTracker sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions provided by JailTracker pursuant to Paragraph 8(e) below; and (iv) Customer provides assistance as JailTracker reasonably requests. JailTracker's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by JailTracker.

e. Other Rights. In the event of a claim under Paragraph 8(d) above, JailTracker shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if JailTracker determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(e) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(d) and this Paragraph 8(e) state Customer's exclusive remedy, and JailTracker's exclusive liability, for any claim of infringement or misappropriation.

f. Limitations. JailTracker will have no obligation to Customer under this Paragraph 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than JailTracker (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by JailTracker or its licensors or equipment manufacturers; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software or equipment not provided to Customer by JailTracker; or (iv) an alleged infringement or misappropriation or warranty failure was caused by JailTracker's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software or equipment at Customer's request.

g. Third Party Software. Customer acknowledges and agrees that Third Party Software provided to Customer by JailTracker is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by JailTracker to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that JailTracker may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. JAILTRACKER PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

h. High Risk Activities. The JailTracker Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the JailTracker Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the JailTracker Offerings for use with High Risk Activities and Customer agrees that JailTracker shall have no liability of any kind relating to any JailTracker Offering used in High Risk Activities.

i. Compliance with Laws. Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall defend, indemnify, pay and hold harmless JailTracker from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

j. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, JAILTRACKER MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE, SERVICES, JAILTRACKER OFFERING(S) OR ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND JAILTRACKER EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.

k. Publication of Data. Customer agrees that it is responsible for the content published on a website hosted by JailTracker and Customer will indemnify and hold harmless JailTracker and any of its officers, directors, affiliates, employees, or parent companies from and against any loss, cost, damage, claim, expense, or liability, arising out of or in connection with anyone's use of the information described and/or contained on such website, including but not limited to any improper or incorrect use of the information or any defamatory, offensive, or illegal conduct of other users or third parties. Upon JailTracker's request, Customer shall defend any suit asserting a claim for any loss, damage, or liability specified above, and Customer shall pay all costs (including any attorneys' fees) that may be incurred in connection with any claim or suit.

9. Additional Professional Services. JailTracker will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by JailTracker and Customer, and may result in additional fees and scheduling changes, as determined by JailTracker. If specified in a Statement of Work, JailTracker will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by JailTracker being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in Section **Error! Reference source not found.** of the Software Maintenance Guide (EXHIBIT B, attached), including but not limited to the Customer's responsibility to provide JailTracker with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all JailTracker personnel so designated by JailTracker as authorized by JailTracker to need access rights.

10. Acceptance Testing.

a. Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on JailTracker's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

b. Acceptance or Rejection. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify JailTracker that Customer accepts the Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide JailTracker with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. JailTracker will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When JailTracker re delivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide JailTracker with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Software/Project (as applicable) is put into production use by the Customer.

11. LIABILITY LIMITATION. JAILTRACKER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE SET FORTH HEREIN. UNDER NO CIRCUMSTANCES WILL JAILTRACKER BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OR COSTS OF COVER, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF WHETHER SUCH DAMAGES ARE ASSERTED TO ARISE OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE, DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS AND DAMAGE TO EQUIPMENT. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL JAILTRACKER OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) WITH RESPECT TO SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE JAILTRACKER, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE.

12. Term and Termination. The term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

a. If Customer fails to make prompt payments to JailTracker when invoiced, including but not limited to all fees specified in Exhibit A or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then JailTracker may at its option terminate this Agreement with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
- (iv) During the applicable cure period, JailTracker will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by JailTracker, the Agreement terminates.

b. In the event of termination, JailTracker shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

c. Upon termination under Subparagraph 12.a, Customer shall return to JailTracker all Licensed Products, including any copies provided to or created by Customer under this Agreement. If termination is for lack of payment, Customer shall return all tangible JailTracker Offerings identified on the Quotation/Sales Order Form.

d. The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, dispute resolution and the General provisions, survive termination.

13. Mediation.

a. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Michigan shall be the exclusive courts in which either party may seek such relief.

14. Assignment. Customer may not assign this Agreement without the prior written consent of JailTracker, which consent shall not be unreasonably withheld. JailTracker may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. JailTracker may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

15. Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

a. Customer understands that Customer is responsible for procuring its own equipment;

b. Customer understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment;

c. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

d. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's internal policies or procedures which directly affect the software implementation.

e. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. JailTracker is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to JailTracker's requests for information;

(ii) coordinate a mutually agreeable implementation and training schedule;

(iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;

(iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

f. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

g. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

16. General.

a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

b. All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.

c. The Software is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is JailTracker, and/or a third party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by JailTracker herein, agree to and acknowledge the provisions of this Section 16.c, in writing.

d. Customer grants to JailTracker the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

e. JailTracker and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

f. Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

g. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, and 17.

h. This Agreement will be governed by and interpreted in accordance with the laws of the State of North Carolina, excluding its conflict of law principles. JailTracker will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.

i. No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

j. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions and representations of the agreement between JailTracker and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.

k. This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Colossus, Incorporated

EXHIBIT A: MILESTONE PAYMENT SCHEDULE

JailTracker provides the following milestone payment schedule for the Software, Equipment, Third Party Software and Services for each Subsystem listed on the Quotation/Order Form as follows:

Payments Regarding Quotation Number JT-00001481, **Dated** September 9, 2021

1. 100% hardware and (if any purchased) at signing of this Agreement
2. 50% (**\$19,250.00**) of the first year payment total (**\$38,500.00**) on the date of execution of this agreement.
3. 50% (**\$19,250.00**) of the first year payment total (**\$38,500.00**) on the installation date of the JailTracker software.
4. 100% of the annual total payment amount of **\$27,500.00**, due on the anniversary of the installation date of the JailTracker software and for 4 consecutive, subsequent year.
5. **Maintenance Service & Payments in Subsequent Years**
The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with the annual fee for maintenance services only. Second year maintenance service for each System begins on the anniversary date of JAILTRACKER's installation of the Software at Customer's site as set forth in Exhibit B – Annual Maintenance Terms.
6. **Other Milestones**
 - a. Upon order the Customer shall pay JailTracker 50% of Custom Interfaces and Other Customizations.
 - b. Upon the beginning of Productive Use, the Customer shall pay JailTracker 50% of Custom Interfaces and Other Customizations.
 - c. Upon order the Customer shall pay JailTracker 100% of Change Orders.

Colossus, Incorporated

EXHIBIT B: Standard Software Maintenance Services

Colossus, Incorporated (hereinafter referred to as "JailTracker") will provide the CUSTOMER maintenance services for the Software licensed through JAILTRACKER. Annual Maintenance consists of approved product enhancements, error corrections, and telephone assistance via JAILTRACKER'S Customer Support Center ("Annual Maintenance"). JAILTRACKER will provide the CUSTOMER Annual Maintenance under the following agreed upon terms and conditions:

- A.** The CUSTOMER agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following installation for a period of **one (1) year** on a fee basis ("Initial Annual Maintenance Term"). The CUSTOMER may cancel the next year's Annual Maintenance upon thirty (30) days prior written notice to JAILTRACKER. In the event such notice is not timely received, JAILTRACKER will automatically extend the Annual Maintenance for another one (1) year period ("Annual Renewal Maintenance Term"). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as "Annual Maintenance Term."

At the time of renewal, JAILTRACKER reserves the right to increase the annual fee. If the CUSTOMER initially declines software maintenance or if maintenance for an item of Software is discontinued at Customer's request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

- B.** Annual Maintenance Fees will be billed annually, subject to annual price increases, beginning on the installation date of the Software and on the same day each year thereafter as set forth in Section A above. The Annual Maintenance Fees for each renewal term are payable in full prior to the start of the Annual Maintenance Term and are non-refundable. All payments are due within 30 days of the invoice date. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on JAILTRACKER's net income) assessed on Customer's Annual Maintenance Fees.

- C.** Annual Maintenance shall consist of the following additional agreed upon terms and conditions:

- a. Availability of Support—Hours and Days:** JAILTRACKER shall provide CUSTOMER with software support seven days a week, 24 hours a day, 365 days a year (24x7x365). Normal support hours are Monday - Friday 8:00 AM to 6:00 PM CST, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues**.

The technical support personnel can be reached at the following phone number and portal address:

Phone: 270-659-0241; Portal/Hub: <https://jailtracker.na2.teamsupport.com/>

JailTracker provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. The following chart depicts Severity Levels for problem reporting and response plan requirement for ensuring timely restoration. Users will report software and system related problems to the technical support personnel. The user will designate which level of Severity applies based upon the below chart.

Severity Level	Problem Type (if applicable)	Response
Severity 1	Major system failure - application is unavailable for use by correctional facility.	Within 2 hours from receipt of notification - problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment - loss of critical operational component, but JailTracker work may continue to operate.	Within 2 hours from receipt of notification during normal business hours - may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by a JailTracker software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

- b. ON-SITE SUPPORT:** If the CUSTOMER requests on-site support service, JAILTRACKER shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by JAILTRACKER and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site

support service shall include JAILTRACKER'S personnel time calculated at JAILTRACKER'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by JAILTRACKER personnel in connection with the provision of any on-site support service. If TAC 10 Support comes on-site and determines the Customer's problem is not caused by TAC 10 or its Systems, Equipment, or Software, or is otherwise outside TAC 10's reasonable control, TAC 10 is not obligated to provide support under this Agreement. This scenario is called "out of scope support." For out of scope support, whether provided remotely or at Customer's site, the Customer agrees to pay TAC 10 its fees as set forth in this Section 1b for on-site "out of scope support".

- c. **SOFTWARE UPDATES:** JAILTRACKER shall make software updates, defined by JAILTRACKER and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Terms; JAILTRACKER will deliver and install all updates and incremental releases. In JAILTRACKER'S sole discretion, delivery and installation may be performed remotely over the Internet with proper notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Terms. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, fully redesigned applications or new software solutions.
- d. **ERROR RESOLUTION:** JAILTRACKER shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, JAILTRACKER shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER.
- e. **CAUSE OF ERROR:** If the existence of a suspected error cannot be confirmed by JAILTRACKER or should JAILTRACKER ultimately determine that error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to JAILTRACKER, the CUSTOMER agrees to pay JAILTRACKER for its services at the prevailing hourly rate for JAILTRACKER'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by JAILTRACKER personnel in connection with such service. It is agreed that JAILTRACKER will be the ultimate authority in determining the existence of any error.
- f. **THIRD-PARTY SOFTWARE:** Third-party software applications are excluded from this agreement, unless specifically noted.
- g. **MAP UPDATES:** Map updates and configuration are excluded from this agreement (unless otherwise purchased separately and listed on the maintenance invoice).

D. Customer Responsibilities

The following specific items are not covered under this AGREEMENT. JAILTRACKER does offer a separate Technical Services Agreement to assist customers with these types of services.

- a. Data Backups/Archives – **CUSTOMER is fully responsible for managing the backup routines** and ensuring that all databases and critical system files are being backed up properly. JAILTRACKER highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
 - b. Network Management: Virus protection, Switches and Routers, Internet access.
 - c. Operating System – Applying appropriate updates to the operating system and security patches.
 - d. Server and Workstation Migration - Restoration and reinstallation of JAILTRACKER databases and programs to a new or repaired server or workstation.
- E. In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, JAILTRACKER shall, depending upon the availability of its personnel, attempt to furnish such support or software maintenance in return for fees as JAILTRACKER shall then be charging and on such terms and conditions as JAILTRACKER shall then be imposing.
- F. CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server, with access limited to JAILTRACKER, its agents, and the CUSTOMER'S system administrators. CUSTOMER further agrees to provide unlimited high-speed internet service for TAC 10 to gain remote access via Bomgar or similar type service. The server shall be dedicated to JAILTRACKER applications and other compatible applications as defined by JAILTRACKER including anti-virus software and firewall software. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications not approved by JAILTRACKER to reside on any server containing JAILTRACKER applications.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or failure by CUSTOMER to furnish uninterrupted remote access to JAILTRACKER, the CUSTOMER agrees to pay JAILTRACKER for its services at the prevailing hourly rate for JAILTRACKER'S personnel time, plus reimbursement for reasonable travel and living expenses incurred by JAILTRACKER personnel in connection with such service.
- G. In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting JAILTRACKER for support. Should JAILTRACKER determine as part of any Support call that hardware or network, and not JAILTRACKER, is responsible for the issue, CUSTOMER agrees to pay JAILTRACKER for its services at the prevailing hourly rate for JAILTRACKER'S personnel time.



*Your Family is Special...
Choose a Special Attorney*

Renee J. Wood, PLLC
Elder Law and Accredited Veterans Attorney
96 Rodd Dr., Caro, MI 48723-1132

Phone: 989-550-8027
Fax: 989-673-8027

March 7, 2022

Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

Re: Water Problem vs. Putman

Dear Board Members:

Attached is a "Letter to the Editor" which I have written, delivered to the Tuscola County Advertiser on 3/7/2022 and asked that it be published as soon as possible. Since this letter references the Board of Commissioners, I wanted to make sure you received a copy.

Also, please, read this letter into the Minutes of your next Board of Commissioners meeting.

Thank you sincerely for your consideration in this most urgent matter.

Sincerely,

Renee J. Wood

LETTER TO THE EDITOR – March 7, 2022

WATER PROBLEM VS. PUTMAN

The City of Caro has a water problem and the Putman Medical Complex is suffering from it. This is what I understand the situation is:

1. The City has six wells providing water to our community. However, Well Nos. 1 and 3 are not functioning.
 - a. No. 1 is out of commission and in need of maintenance. The motor has been replaced but the City is awaiting parts for further adjustment. [Shouldn't the City have planned ahead and have previously purchased parts to have on hand to maintain the wells?]
 - b. No. 3 has collapsed, so sand and sediment come with the water to the surface. [Again, should this well have been monitored so we don't have a collapse?]
2. A Water Franchise Agreement between Indianfields Township was presented to the City of Caro because the Putman Medical Complex wants to hook into the City water pipe to provide water to the Medical Complex which is already under construction. No agreement can be made between the two municipalities because they have concerns. The parties have the following "hang-ups" with the agreement.
3. Putman Medical Complex is a \$7 million medical complex in Indianfields Township, approximately 500 feet outside the city limits. Putman Medical Complex wants to hook into the City of Caro water pipeline to provide water to the Medical Complex. The water pipeline is directly in front of the Complex across M-81. The 42,000-square-foot medical facility will offer specialty outpatient services, physical therapy, pharmacy, family medicine, chiropractic care, urology, X-ray, labs, aesthetics, urgent care and other areas of medical care. All medical care offered by the medical complex to the citizens in the city of Caro and surrounding area is needed, wanted and welcomed in our community. This complex will bring more people to our city and more jobs available to the unemployed.

City of Caro's Arguments

- a. The Agreement allows for any residents and businesses to tap into the existing City pipeline. [Yikes, because the City has no idea of

- their expected water usage and never made plans to previously dig more wells so our community could be vibrant and growing.]
- b. It is my understanding City Council members are worried because they have not started pumping water to the Caro Center, so they don't know how much water usage will be required nor how the usage will affect the City's system. [Shouldn't that have been investigated before entering into the agreement they made with the Caro Center?]
 - c. City Council members want to protect the Caro citizens by making sure they can supply water to them, so the issue was tabled until ". . . we find out what the future is about." [WHAT? So, stifle Caro's growth until we know what is going to happen in the future? Not a great business plan. If the Council wanted to "protect the Caro citizens" wouldn't they have thought of that when agreeing to extend the water pipe to the Caro Center?]
 - d. It is my understanding that the Water Franchise Agreement states "*unlimited...which means anyone can tap into* [the water system]...*and this could be bad.*" [It could be bad because the City did not plan to maintain the wells, did not plan for additional wells, did not plan on the City of Caro growing and did not investigate or calculate the water usage of the Caro Center when they entered into that water agreement.]
 - e. To watch the City "table" the discussion month after month is absolutely unbelievable and aggravating. Can't the City appoint a subcommittee to work on this? We have many intelligent, hard-working people in Caro that care about the community.

Indianfields Township's Arguments

- a. If you let properties along M-81 hook up to the waterline, they will add to the City's income by paying the City for the water.
- b. This is a "community" project that we have been passing around for 'months' now. [Delay, delay, delay.]
- c. Can you be a good neighbor and allow some development to happen in Indianfields Township?
- d. The water pipeline is already there and right in front of Putman Medical Complex. If they plug in now, you get money now.

Attorney Problems

Indianfields Township Position:

- a. This proposal was given to Indianfields Township in February, 2022, the Township board voted to “*sign off on the agreement – after it was examined by the township attorney.*” The Township attorney doesn’t like part of the agreement.
- b. It is my understanding Indianfields Township attorney William K. Fahey is at issue with Point 3 in the agreement which states that “*the city has no obligation to provide water to the medical center...which would allow the city of Caro to negotiate water rates with the property owners after a franchise agreement is signed....Normally, a utility that receives a franchise has a public duty to serve the property, not a mere private contract duty.*”

City of Caro’s Position:

- a. It is my understanding that the City of Caro’s attorney believes Attorney Fahey’s argument is unfounded and is speculative language which goes against the proposed agreement.
- b. It is also my understanding that the City believes it is standard practice to negotiate water prices after an agreement is in place to provide water. This is what the City did when agreeing to a franchise agreement with Indianfields Township two years ago regarding the new mental health facility (Caro Center).

Commentary – POSSIBLE SOLUTIONS?:

1. I only know what is printed in the newspaper as stated above, there has to be more to the story because all this looks like is a political tug of war with the Putman Medical Complex in the middle.
2. I have never built a \$7 million dollar project before, as I am sure most of our Caro citizens have not. But this I know: Time is money. How many thousands of dollars is the Putman builders losing per day because the City can’t get their act together? This is egregious treatment of a company who this municipality should be welcoming, supporting, thanking and making it as easy as possible for them to build the building which will serve us so well. I think the City is very fortunate they have not been served with lawsuits for interference with a contract and prospective contracts. The Putman Medical Complex have renters waiting for the building to get done. A building which the City has caused delays.

3. Manager Matthew Lane had a GREAT recommendation: take care of getting water to the medical complex first, and then work on an arrangement that might provide water to other possible M-81 properties in the future.
 - a. I believe the City should declare an **emergency medical exemption action** to allow Putman Medical Complex to have water now and in the future for the health, safety and welfare of the people using the water in our area. Let us remember:
 - i. We are in the midst of a medical crisis - COVID 19 and its variants. And we know this is only the start of chemical warfare China has thrust upon us. We know the next one will be more deadly. How convenient to have another medical facility to assist us citizens. We need it now.
 - ii. COVID 19 has caused worker shortages and we travel to Saginaw or further for medical care after waiting weeks or months to get in to see a doctor. Many people cannot afford the gas money to travel so far. We need help now, in Caro and the whole surrounding area.
 - iii. I feel we are on the brink of World War III with Russia invading Ukraine and massacring people and unleashing cyber attacks on America. We need to have a medical complex to protect the health, safety and welfare of our citizens now.
 - iv. In the “future” if we ever have any other emergency medical facilities built in Indianfields Township and have a medical emergency such as the one we are in now, well, the City can once again have an opportunity to decide if they should declare another emergency medical exemption to the water pipeline.
 - v. Receive money for providing the water to the Putman Medical Complex NOW and build more wells.
4. I understand Tuscola County has received or is receiving approximately \$10.1 million or more in a COVID grant and the City of Caro should also be receiving or has received similar funding. Why doesn't the City use the grant money to get more wells dug? Do not just dig two new wells because we have two wells down. Plan ahead for Caro to be vibrant and growing. Just because we are a small city does not mean we have to be this unorganized and small minded.

5. The way our City government is run is making me think about whether this is why Caro cannot attract new businesses and have lost so many businesses. How many empty storefronts on M-81 do we have?
6. I take responsibility for part of this problem and the dire situation our City is in now. Me, like many, many Caro citizens sit back and let the City Council (whomever that may be at the time) take care of the City problems and dilemmas. They take care of the City without us, We The People, watching, giving our input, questioning the Council or giving our opinion at the City Council meetings. Fellow citizens, we must change! I urge you to start going to the Council meetings, Board of Commissioners meetings and School Board meetings so you can be a part of the solution. Please. We can make a difference if we just show up.

Sincerely,

A handwritten signature in black ink that reads "Renee J. Wood". The signature is written in a cursive, flowing style.

Renee J. Wood
Semi-Retired Elder Law Attorney

PETITION
VILLAGE OF MILLINGTON

The Village Council of the Village of Millington, Tuscola County, Michigan, having heretofore adopted a resolution determining the desirability of annexing to the Village of Millington, Tuscola County, Michigan, the following described lands located in the Township of Millington, to-wit:

Property Description at 017-016-150-2300-00
MILL-F-23 SEC 16 T10N R8E LOT 23 CARDWELL ACRES.

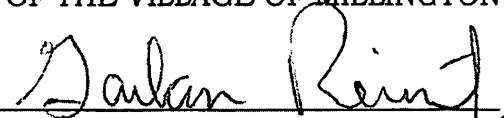
Pursuant to Section 6, Chapter 14, Act 3 of 1895 of the Public Acts of the State of Michigan (MCL 74.6; MSA 5.1470) petitions the Board of Commissioners, Tuscola County, Michigan, to order the annexation in accordance with the resolution and this petition. A copy of the resolution is attached and made a part hereof.

The reasons for the annexation are fully set forth in the resolution of the Village Council of the Village of Millington, Tuscola County, Michigan, attached hereto. The annexation is necessary to allow Emaline Cameron to access public services that is currently allowed to Village residents within the Village of Millington's village limits and to allow for zoning for a small business.

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 and determine that the annexation, as proposed, be approved and the land above described be annexed and be incorporated within the corporate limits of the Village of Millington, Tuscola County, Michigan.

Signed at Village of Millington Council Chambers, Michigan, this 14th day of February, 2022.

VILLAGE COUNCIL OF THE VILLAGE OF MILLINGTON


Gailan Reinert - Village President


Kaylene Long - Village Clerk

**Resolution to Approve the Annexation of
Parcel No. 017-016-150-2300-00, located on State Road
Millington, MI 48746 into the Village of Millington**

WHEREAS, Emaline Cameron have petitioned the Village of Millington to have the property, whose boundaries are contiguous to the Village, annexed to the Village. The purpose for this request is to obtain public services presently available to residents of the Village and to allow for rezoning for a small business.

WHEREAS, the Village Council considers approval of said request to be in the best interest of the residents of the Village as well as the petitioners.

Now, THEREFORE, Be it Resolved that the Village Council of the Village of Millington in a regular meeting as follows:

1. That the Village Council of the Village of Millington, Tuscola County, Michigan, does hereby petition the Board of Commissioners of the County of Tuscola to annex to the Village of Millington the following described lands:

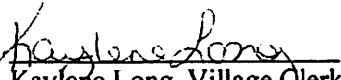
Property Description at 017-016-150-2300-00
MILL-F-23 SEC 16 T10N R8E LOT 23 CARDWELL ACRES.

2. That the President and the Clerk of the Village of Millington 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.

Motion made by Selich, Supported by Bonadurer, motion passed to approve Resolution 2022-02 Approving the Annexation of Parcel #017-016-150-2300-00 into the Village limits.

Yea: Bassett, Beam, Bonadurer, Nesbitt, Reinert, Selich, Slough
Nay: None
Abstain: None
Absent: None

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Village Council of the Village of Millington held in the Village Council Chambers, Tuscola County, Michigan 14th day of February, 2022.


Kaylene Long, Village Clerk

Emaline Cameron Reason for property annexation

Lorah Cameron <lorahg@gmail.com>

Mon 2/14/2022 2:13 PM

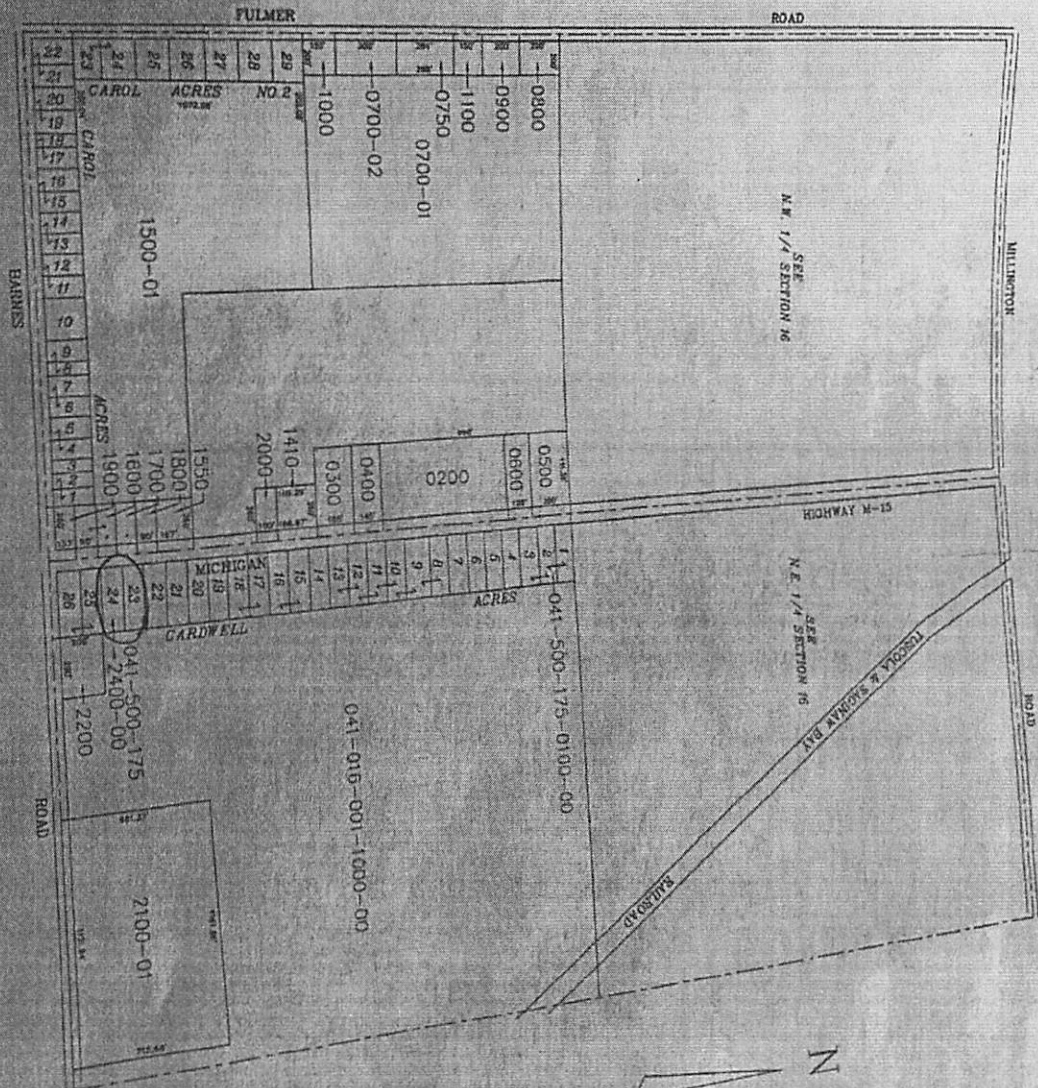
To: Kaylene Long <vom_clerk@millingtonvillage.org>

I, Emaline Cameron, owner of parcel number 017-016-150-2300-00. Am requesting said parcel to be annexed by the Village so the zone can change to accommodate my roadside stand. I need the zone to change so that I can sell baked goods, farm fresh produce (in season), antiques and home decor.

Thank you, Emaline Cameron

Class
Res. - Vac
Map
A.G.

MILLINGTON TWP. T.10N. - R.8E. SECTION 16



REVISED: JUNE 2000

Sent from my iPhone



NOTICE OF HEARING OF THE PETITION
OF THE VILLAGE OF MILLINGTON
TO ANNEX CERTAIN TERRITORY
TO THE VILLAGE OF MILLINGTON

TO WHOM IT MAY CONCERN:

NOTICE IS GIVEN that the Village Council of the Village of Millington, Tuscola County, Michigan has petitioned the Tuscola County Board of Commissioners to annex to the Village of Millington, Tuscola County, Michigan, the following described lands located in the Township of Millington, Tuscola County, Michigan, to-wit:

Property Description at 017-009-000-3300-00
MILL-F-23 SEC 16 T10N R8E LOT 23 CARDWELL ACRES

This notice shall be published in the Tuscola County Advertiser, a newspaper published in Tuscola County, each week for two weeks immediately preceding the hearing on the petition and posted in 3 public places located within the Village of Millington within Millington Township.

The hearing on the petition will be a public hearing and all persons for or against the proposed annexation may be heard. The hearing will be held at the H.H. Purdy Building at 125 W. Lincoln Street in the City of Caro, on the 17th day of March, 2022, at 9:00 AM, EST.

Date: February 17, 2022

Jodi Fetting
Clerk of the Tuscola County Board of
Commissioners

Kaylene Long
Village Clerk
Village of Millington
Tuscola County, Michigan

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 17th day of March 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____, seconded by Commissioner _____,

RESOLUTION #2022-02

ORDER AND DETERMINATION BY THE TUSCOLA COUNTY BOARD OF COMMISSIONERS TO ANNEX CERTAIN LANDS TO THE VILLAGE OF MILLINGTON, MICHIGAN

WHEREAS, the Village Council of the Village of Millington 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 Millington, and

WHEREAS, the petition and resolution give as a reason for said proposed annexation that it is necessary to allow access to public services and allow for zoning to promote the business economy and development of the Village of Millington 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 Kaylene Long, 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 Millington, Tuscola County, Michigan: Property # 017-016-150-2300-00, legal description

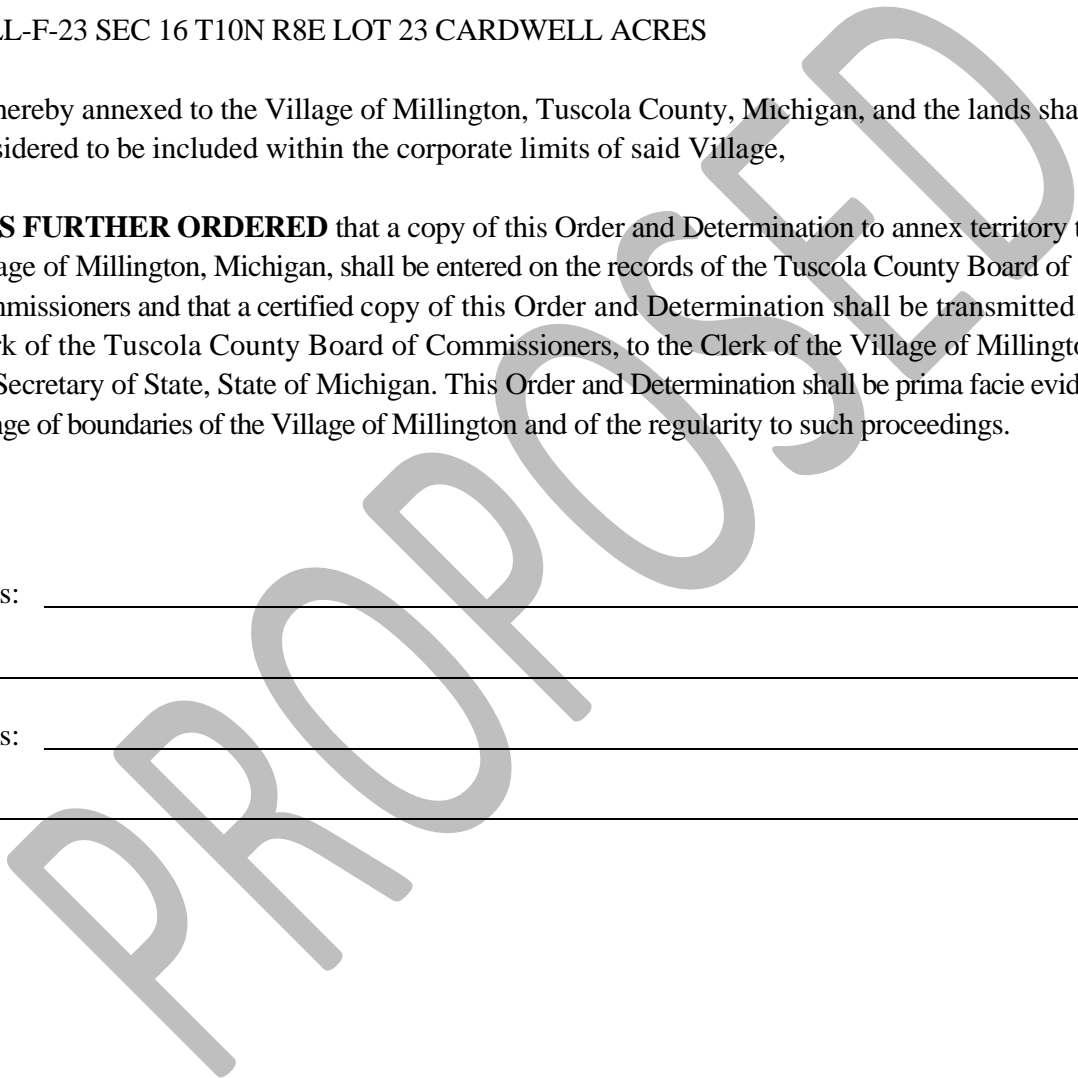
MILL-F-23 SEC 16 T10N R8E LOT 23 CARDWELL ACRES

are hereby annexed to the Village of Millington, 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 Millington, 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 Millington 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 Millington and of the regularity to such proceedings.

Ayes: _____

Nays: _____



Soil Erosion and Sediment Control Fee Sheet

Plan Review Fees:

\$50 X ____ # of hours

Residential:

One- and Two-Family Dwellings: \$270.00

(2 Year permit)

Single Inspection Permits: \$90.00

(1 Year Permit)

Additional Inspections Due to Violation: \$90.00

(This is a per inspection fee until violations are corrected)

Administrative Fees: \$90.00

(This fee is for red tag, stop work orders and working w/ a permit)

Accessory Structure: \$180.00

(1 Year Permit)

Commercial:

Commercial Construction Time

(\$180.00 X ____ The # of construction months)

Active Gravel/ Sand Pits Or peat operation: \$360.00

(3 inspections per year \$270.00 plus \$90.00 Administration Fee)

Additional Storm Event Inspection: \$90.00

Additional Inspection Due to Violations: \$90.00

(This is a per inspection fee until violations are corrected)

Administrative Fees: \$90.00

(This fee is for red tag, stop work orders and working w/ a permit)

Permit Total:

Address: _____

Jurisdiction: _____

Priced By: _____

Date: _____



Water Resources Division

PART 91, SOIL EROSION AND SEDIMENTATION CONTROL (SESC),

of the Natural Resources and Environmental Protection Act (NREPA),
1994 PA 451, as Amended

Why is erosion and sediment control important?

Sediment is the greatest pollutant by volume impacting our lakes, streams, and wetlands. Sediment is the product of uncontrolled erosion. Everyone in Michigan is affected by erosion and off-site sedimentation. Erosion and sedimentation result in: loss of fertile topsoil, filling of lakes and streams, increased flooding, damage to plant and animal life, and structural damage to buildings and roads.

Construction is one of the major causes of erosion in Michigan. Without proper planning and management, over 100 tons of sediment per acre per year can be generated on some construction sites.

Why was Part 91 passed?

The primary intent of Part 91 is to protect the waters of the state and adjacent properties by minimizing erosion and controlling off-site sedimentation.

What activities require a Part 91 permit?

A permit is generally required for any earth change that disturbs one or more acres, or is within 500 feet of a lake or stream. Exempted activities include plowing and tilling for crop production and some logging and mining activities. Access roads to the logging and mining sites and ancillary activities associated with logging and mining operations are not exempt. The removal of clay, gravel, sand, peat, or topsoil is not considered "mining" and therefore requires a permit. Cutting trees and removing stumps to accommodate future development activities is not "logging" and permits are required. All exempted activities are detailed in Sections 9115 and 9115a of Part 91 and in Rule 323.1705 promulgated under the authority of Part 91. Copies of Part 91 and the rules can be found on the SESC Web page by going to: www.michigan.gov/soilerosion. Questions regarding whether an activity requires a permit should be discussed with the county or municipal permitting agency identified below.

Where do I obtain a Part 91 permit?

Counties have the primary responsibility for issuing permits. In some cases, cities, villages, and townships have assumed permitting responsibility within their jurisdictions. Permit applications can be obtained from the respective county or municipal agencies. A list of county and municipal enforcing agencies can be found on the SESC Web page by clicking on Soil Erosion and Sedimentation Control Agencies under "General Information."

What information is required in the permit application?

The applicant must submit an application that provides specific information such as the name of the on-site responsible person, location and size of the earth change, description of the earth change, and project starting and ending dates. The applicant must also submit a SESC plan that includes the following information:

1. A map showing the site location, predominant land features, and proximity to lakes, streams and wetlands, and contour intervals or slope information.
2. Soils information.
3. Physical limits of each earth change.
4. Location of existing and proposed on-site drainage patterns and dewatering facilities.
5. Timing and sequence of each proposed earth change.
6. Description of all temporary and permanent erosion and sedimentation control measures.
7. A schedule for maintaining all control measures.
8. Any other information required by the permitting agency.

What principles should be considered when developing a SESC plan?

1. Integrate the overall construction design and activities to fit the physical features of the site.
2. Stage construction and stabilization activities to minimize the area and duration of disturbance.
3. Identify control measures that will minimize erosion.
4. Identify controls that will prevent off-site sedimentation. Sediment control should not be used as a substitution for erosion control, but rather in conjunction with erosion control.
5. Establish an inspection and maintenance schedule.

How can I maintain compliance with Part 91?

1. Obtain a permit from the appropriate county or municipal enforcing agency.
2. Install all temporary and permanent SESC measures in accordance with the approved SESC plan and special permit conditions. Temporary SESC measures should be installed prior to or upon commencement of the earth change.
3. Inspect all projects at least weekly and after every rainfall event to evaluate the effectiveness of the SESC measures.
4. Maintain and/or replace all SESC measures per plan requirements or as needed based on the site inspections.
5. Notify the permitting agency when the project begins and for a final inspection when the site is stabilized.

Note: If the permit will expire before the site is stabilized, a request for a permit extension must be made before the permit expires.

Are there penalties for not complying with permit conditions or Part 91?

Yes, there are several:

1. A person may be subject to a civil fine of up to \$25,000 for each day of violation.
2. A cease and desist order or injunction may be issued until compliance is obtained.
3. The permitting agency may install or maintain control measures, to bring the site into compliance with Part 91, and bill the landowner for the costs incurred.
4. A person may be ordered to restore all areas affected by the violation.

If I have a Part 91 permit, do I need to apply for storm water coverage under Part 31 of the NREPA?

Yes, if your earth change meets the requirement for storm water coverage. Storm water coverage is required for any earth change that disturbs one or more acres of land and has a point source discharge to the waters of the state. A point source discharge is defined as any discharge by a specific confined conveyance such as, but not limited to, a pipe, ditch, channel, swale, or concentrated flow area.

Storm water coverage is generally obtained through a Permit-By-Rule process which relies heavily on Part 91. Owners of sites disturbing one to five acres, with a point source discharge to the waters of the state, receive automatic storm water coverage upon securing a SESC permit from the appropriate county or municipal permitting agency, or being designated an Authorized Public Agency (APA) under the authority of Part 91. Owners of sites disturbing over five acres, with a point source discharge to the waters of the state, must obtain a county or municipal SESC permit, or be designated an APA, and then submit a Notice of Coverage and other pertinent documents, and the appropriate fee to the Department of Environmental Quality (DEQ). All owners with storm water coverage, regardless of size, must comply with the requirements of Permit-By-Rule which include, but are not limited to having a construction site storm water operator conducting inspections weekly and within 24 hours of a precipitation event that results in a discharge from the site.

If I obtain a permit from the DEQ's Water Resources Division for various land/water interface activities, do I need a Part 91 permit?

Yes, if the project involves earth work that is within 500 feet landward of a lake or stream or disturbs one or more acres.

Who do I call if I have additional questions?

Questions should be directed to the appropriate county or municipal enforcing agency or to the DEQ, Water Resources Division staff found on the staff map: http://www.michigan.gov/documents/deq/wrd-sesc-const-sw-staff_344830_7.pdf

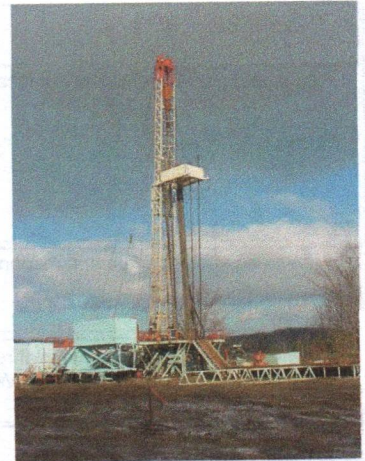


Water Resources Division

Oil & Gas, Mineral Wells, and Mining Exemptions Under Part 91

Background:

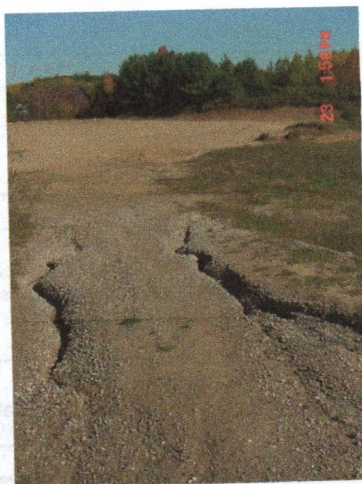
Part 91, Soil Erosion and Sedimentation Control (Part 91), of the Natural Resources and Environmental Protection Act (NREPA) exempts the individuals engaged in the mining industry from obtaining a Soil Erosion and Sedimentation Control (SESC) permit. However, ancillary activities associated with mining activities such as well locations, surface facilities, flowlines, or access roads relating to oil or gas exploration and development activities may be required to obtain a Part 91 permit if they are not part of a regulated activity under Part 615, Supervisor of Wells and Administrative Rules (Part 615) or Part 625, Mineral Wells (Part 625), of the NREPA, which are permitted activities under the oversight of the Department of Environmental Quality (DEQ).



Part 91 does not apply to metallic mineral mining activity, such as iron, nickel, copper, gold, etc., covered under a mining and reclamation plan that contains soil erosion and sedimentation control provisions and that is approved by the DEQ under Part 631, Ferrous Mineral Mining (Part 631) or Part 632, Nonferrous Metallic Mining (Part 632), of the NREPA. This does not apply to multisource commercial hazardous waste disposal wells. Multisource commercial hazardous waste disposal wells are required to obtain Part 91 permits.

How will I know if ancillary activities associated with mining activities are covered under Part 615 or Part 632 permits?

DEQ requires applicants under Part 615 to submit a Soil Erosion & Sedimentation Control Plan form (EQP7200-18) to the County or Municipal Enforcing Agency prior to commencing the earth change. This is a courtesy notification so you are aware of the earth change that is being conducted in your jurisdiction. You may provide comments to the DEQ regarding the project if you wish. A sample of EQP7200-18 appears on Page 2 of this document. You will not receive specific notification related to metallic mineral wells. If you have questions as to whether or not a metallic mineral well is covered under a Part 631 or Part 632 Permit, please contact the Office of Oil Gas and Minerals (OOGM) at 517-284-6823.



What do I do if I see off-site sedimentation or erosion occurring on an oil and gas or mineral mining site?

If you see a violation of Part 91 on an oil, gas, or mineral mining site, please contact the OOGM staff person for your jurisdiction, and/or your Water Resources Division staff contact.

OOGM staff contacts are Melanie Humphrey at 906-250-7564 or Joe Maki at 906-250-4015 for the Upper Peninsula, or can be found at http://www.michigan.gov/documents/deq/DEQ_OOGM_Contacts_435012_7.PDF. Water Resources Division Staff Contacts can be found at http://www.michigan.gov/documents/deq/wrd-sesc-const-sw-staff_344830_7.pdf

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

SOIL EROSION AND SEDIMENTATION CONTROL RESOLUTION

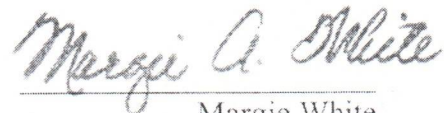
WHEREAS, Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 91) was passed by the state legislature, this law and all rules promulgated under this law are incorporated by reference in this resolution, and

WHEREAS, Part 91 requires that the County Board of Commissioners designate a county agency, or conservation district upon the concurrence of the conservation district, as the county enforcing agency responsible for administering and enforcing Part 91 and the rules promulgated under Part 91.

NOW THEREFORE, BE IT RESOLVED, that the Tuscola County Building Department, is hereby designated the Tuscola County Enforcing Agency responsible for administering and enforcing Part 91 and the rules promulgated under Part 91.

BE IT FURTHER RESOLVED that SCMCCI's September 26, 2012 revised "Soil Erosion and Sedimentation Control Fee Schedule" and policy on "Commercial Surety Bonds" are approved and authorized for implementation within Tuscola County.

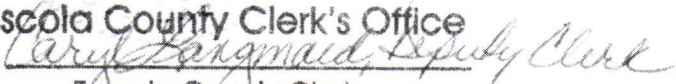
I, Margie White, Clerk of the County of Tuscola, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Tuscola County Board of Commissioners on November 14, 2012.



Margie White
Tuscola County Clerk

I hereby certify that I have compared
this copy with the record on file in
the Tuscola County Clerk's Office and
that it is a correct and true copy.

NOV 14 2012

Tuscola County Clerk's Office
for 
Tuscola County Clerk

SCMCCI
South Central Michigan Construction Code Inspection, Inc.

Resolution #02-2012

Resolution for Soil Erosion
Fee Schedule

Be it resolved, effective _____ soil erosion inspection rates shall match the fee structure set forth by the Board of Directors of SCMCCI and hence forth will coincide with that fee structure and any changes thereto.

The above resolution was by Motion by Roger Krontz and supported by
Robert Butz and adopted on this day, September 26, 2012.

Dannie Bloom
Dannie Bloom, Chairperson

SCMCCI
SOIL EROSION AND SEDIMENTATION CONTROL FEE SCHEDULE

RESIDENTIAL:

ONE AND TWO FAMILY DWELLINGS:

This includes three (3) inspections:

\$270.00 2 YEAR PERMIT

1. Initial
2. Progress
3. Final

ACCESSORY STRUCTURES:

This includes two (2) inspections

\$180.00 1 YEAR PERMIT

1. Initial
2. Final

SINGLE INSPECTION PERMITS:

\$90.00 1 YEAR PERMIT

ADDITIONAL INSPECTIONS DUE TO VIOLATIONS:

\$90.00

This is a per inspection fee until violations are corrected.

ADMINISTRATIVE FEES:

\$90.00

This fee for Red Tag, Stop Work Orders and Working w/out permits violations.

COMMERCIAL:

\$180.00 X NUMBER OF MONTHS OF CONSTRUCTION TIME

This fee is based on two (2) inspections per month, one (1) regular and one (1) storm event.

ACTIVE GRAVEL/SNAD PIT OR PEAT OPERATIONS:

\$270.00 **NO SURETY BOND REQUIRED**

3 Inspections per year plus \$90.00 Administrative Fee

ADDITIONAL STORM EVENT INSPECTIONS:

\$90.00

ADDITIONAL INSPECTIONS DUE TO VIOLATIONS:

\$90.00

This is a per inspection fee until violations are corrected.

ADMINISTRATIVE FEES:

\$90.00

This fee for Red Tag, Stop Work Orders and Working w/out permits violations.

PLAN REVIEW FEES: (RESIDENTIAL AND COMMERCIAL)

\$50.00/HOUR

Plan reviews are charged in one (1) hour units with a one (1) hour minimum

FEES EFFECTIVE _____

REVISED _____



*Sealed Copy
mailed to AEO
9-9-03 by Larry B*

TUSCOLA COUNTY BOARD OF COMMISSIONERS

207 E. Grant Street
Caro, MI 48723

Telephone
989-672-3700

SOIL EROSION AND SEDIMENTATION CONTROL RESOLUTION

WHEREAS, Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 91) was passed by the state legislature, this law and all rules promulgated under this law are incorporated by reference in this resolution, and

WHEREAS, Part 91 requires that the County Board of Commissioners designate a county agency, or conservation district upon the concurrence of the conservation district, as the county enforcing agency responsible for administering and enforcing Part 91 and the rules promulgated under Part 91.

NOW THEREFORE, BE IT RESOLVED, that the Tuscola County Building Department, is hereby designated the Tuscola County Enforcing Agency responsible for administering and enforcing Part 91 and the rules promulgated under Part 91.

BE IT FURTHER RESOLVED that SCMCCI's October 1, 2002 "Soil Erosion and Sedimentation Control Fee Schedule and policy on "Commercial Surety Bonds" are approved and authorized for implementation within Tuscola County.

I, Margie White-Cormier, Clerk of the County of Tuscola, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by a unanimous vote of the Tuscola County Board of Commissioners present on June 24, 2003.


Margie White-Cormier
Tuscola County Clerk

TUSCOLA COUNTY BOARD OF COMMISSIONERS

November 14, 2012 Minutes

H. H. Purdy Building

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 14th day of November, 2012 to order at 8:32 o'clock a.m. local time.

Prayer by Commissioner Peterson

Pledge by Commissioner Petzold

COMMISSIONERS PRESENT: District #1 Roger Allen, District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5 Gerald Peterson

12-M-223

Motion by Peterson seconded by Kern to adopt the agenda as amended. Motion carried.

12-M-224

Motion by Allen seconded by Kern to approve the minutes of the 10/22/2012 regular meeting. Motion carried.

Brief Public Comment – Darrell Gill appeared regarding a proposal he'd presented to the board in September.

SCMCCI representative Curtis Stowe presented the soil erosion fee schedule.

12-M-225

Motion by Allen seconded by Petzold that because the Tuscola County Board of Commissioners has previously designated South Central Michigan Construction Code Inspections Inc (SCMCCI) to administer and enforce Part 91 of the Soil Erosion and Sedimentation Control Act and because SCMCCI revised inspection fees at their September 26, 2012 meeting these fee revisions be approved for implementation in Tuscola County. Motion carried.

Dental Clinic update presented by Jim Rutkowski

12-M-226

Motion by Kern seconded by Peterson that the November 2012 report of county activities and projects provided by the Controller/Administrator be received and placed on file. Motion carried.

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 17th day of March 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____,
seconded by Commissioner _____,

RESOLUTION #2022-03

SOIL EROSION AND SEDIMENTATION CONTROL RESOLUTION

WHEREAS, Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 91) was passed by the state legislature, this law and all rules promulgated under this law are incorporated by reference in this resolution, and

WHEREAS, Part 91 requires that the County Board of Commissioners designate a county agency or conservation district upon the concurrence of the conservation district, as the county enforcing agency responsible for administering and enforcing Part 91 and the rules promulgated under Part 91.

NOW THEREFORE BE IT RESOLVED that the Tuscola County Building Department, is hereby designated the Tuscola County Enforcing Agency responsible for administering and enforcing Part 91 and the rules promulgated under Part 91.

BE IT FURTHER RESOLVED that SAFEBuilt’s October 21, 2021 “Soil Erosion and Sedimentation Control Fee Schedule” and policy on “Commercial Surety Bonds” are approved and authorized for implementation within Tuscola County.

Date _____

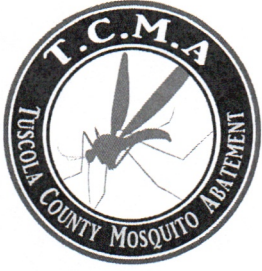
Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at its meeting on March 17, 2022.

Date _____

Jodi Fetting, Tuscola County Clerk
Clerk to the Tuscola County Board of
Commissioners

PROPOSED



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Larry Zapfe, Director

To: Tuscola County Board of Commissioners
Clayette Zechmeister: Controller/Administrator

From: Larry Zapfe: Director

Date: March 17, 2022

RE: 2022 Seasonal Mosquito Abatement Staff

We are requesting permission to hire our 2022 seasonal employees.
Please see the list of attached names.

Thank you

Respectfully,

Larry Zapfe, Director

MA NUMBER	LAST NAME	FIRST NAME	
4	FACKLER	BONNIE	
5	SMITH	JEAN	
6	SHERMAN	MIKE	
9	CLARK	JACK	
10	LANGENBURG	CONNOR	
11	HALEY	DENNIS	
12	BENJAMIN	JOE	
15	MYERS	RICH	
16	TURNER	RON	
17	GAINFORTH	KEVIN	
18	GARNSEY	LEE	
20	DOMENICK	RICHARD	
21	SPEIRS	SKIP	
22	HOWARD	MARK	
23	ADAMCZYK	JOHN	
24	PUTNAM	MIKE	
25	LETTS	RICHARD	
28	HOOD	RODNEY	
30	RYAN	MIKE	
35	EMRY	MIKE	
36	PERKINS	AMOS	
37	BAUER	KIRK	

REVISED 3/15/22



Clayette Zechmeister <zclay@tuscolacounty.org>

3/17/22 BOC Agenda Item

1 message

Jodi Fetting <jfetting@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Tue, Mar 15, 2022 at 4:06 PM

Good Afternoon,

Long-time Canvasser, Mike Slocum, has resigned as a Republican Representative on the Board of Canvassers for Tuscola County. Mike and his wife are moving out of the area to be closer to family. Mike was a huge asset on that Board and will be greatly missed.

Republican Party Chair, Billy Putman, has recommended Isaac White to be appointed as the replacement on the Board of Canvassers.

I request the Board of Commissioners to appoint Isaac White to the Tuscola County Board of Canvassers for a partial term expiring October 31, 2023.

Should you have any questions, please let me know.

Clerk Fetting



March 16, 2022

To County Board of Commissioners and Management of
Tuscola County
125 W Lincoln Street
Caro, Michigan 48723

We are pleased to confirm our understanding of the services we are to provide for Tuscola County (the “County”) for the year ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the County as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) Required Pension Schedules.
- 4) Required Other-post Employment Benefits Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the County’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional

CERTIFIED PUBLIC ACCOUNTANTS

3940 PENINSULAR DR STE. 200 / GRAND RAPIDS, MI / 49546 / P 616 538 7100 / WWW.GABRIDGE.CO.COM

procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards.
- 2) Combining and Individual Fund Statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material

misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We plan on making reference to the component unit auditor's reports, on the basis of their qualifications. Assistance and confirmations of financial information will be made with these Group Auditors. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Segregation of Duties
2. Revenue Recognition
3. Compliance with Grants
4. Net Pension Liability and Related Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial

statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to

remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Gabridge & Company, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Treasury or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gabridge & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Treasury. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Joe Verlin, CPA, CGFM is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately April 1, 2022.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$38,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more

overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and the Board of Commissioners of the County. We will make reference to the Gardner, Provenzano, Thomas & Luplow, CPA's audit of the Tuscola County Health Department, Maner Costerisan audit of the Tuscola County Medical Care Facility and Anderson, Tuckey, Bernhardt & Doran, P.C. audit of the Tuscola County Road Commission in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Gabridge & Company PLC
Grand Rapids, MI

RESPONSE:

This letter correctly sets forth the understanding of the County.

Management signature: _____

Governance signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



National Day of Prayer

P. O. Box 289 Caro, MI 48723
(989) 673-2500 (cell 989-545-0279)

February 24, 2022

Board of Commissioners (672-3700)
125 W. Lincoln Street
Caro, MI 48723

Dear Chairman of the Tuscola Board of Commissioners:

Please allow us to submit this "annual" request to hold the National Day of Prayer gathering on the Tuscola County courthouse lawn on **Thursday, May 5, 2022**. We plan to meet at 12:00 noon until 1:00 p.m.

We also kindly request permission to put up our banner a few days ahead; as well as to put up a tent for the event. (The tent would go up the day before or the morning of the event and taken down that day or the next.)

As in previous years, we would need your approval for the use of an electrical outlet for a portable sound system from the building codes department. We will pick up any paper trash left behind.

If you have any questions, please call me at 989-545-0279. Thank you so very much.

Sincerely,

Nancy Matuszak

National Day of Prayer Volunteer Coordinator

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

From: **Brant L. Wilson** <BLWilson@lighthouse rehab.com>

Date: Tue, Mar 8, 2022 at 2:41 PM

Subject: [EXTERNAL] No Fault Insurance Resolution

To: tbardwell@tuscolacounty.org <tbardwell@tuscolacounty.org>, ddurussel@tuscolacounty.org <ddurussel@tuscolacounty.org>, Jodi Fetting <jfetting@tuscolacounty.org>

<jfetting@tuscolacounty.org>

Cc: Michael Green (mgpg.1966@att.net) <mgpg.1966@att.net>

Commissioners,

I want to commend you and thank you for your introduction of the resolution titled:

[2022-01 Resolution Urging State Legislature to Amend MI No-Fault Auto Insurance Reform Act.pdf](#)

The Lighthouse Rehabilitation Center in Caro has been significantly impacted by the 2019 MI NO-Fault Insurance Reforms. The most significant pieces of this law were fully implemented on July 2, 2021. Specifically, the 45% reimbursement reduction as noted in the resolution has had the largest impact. No business can absorb for 45% reduction in revenue for the long term.

This is causing severe disruptions to care and services to injured people right here in Tuscola county. As a result of this law change we are being faced with difficult decisions on a daily basis, and the long term outlook is incredibly sad for accident survivors statewide if no legislative action is taken.

As one of the largest employers in the area, there are literally hundreds of local families that could be affected by the negative impacts of this law. This would mimic the local impact that was anticipated by the proposed closing of the Caro Center a few years ago.

I think it's important for you to recognize the impact this law change will have on this local community. I would be interested to hear what inspired the adoption of this resolution, and if there are any specific circumstances that drew your attention to this issue. I would be happy to meet and discuss the issue further if you have any questions.

We work with former State Senator Mike Green and current Representative Phil Green on this issue regularly so I have included Mike Green on this email so he is aware.

Thank you,
Brant L. Wilson
The Lighthouse Inc.

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February 28, 2022

An Open Letter to Michigan's State and Legislative Leaders:

In our role as election administrators, we are not focused on the wins or losses of political parties, but on the delivery of a service that our voters deserve. While this focus may cause us at times to disagree with political agendas on both sides – we believe that is in the best interest of our voters.

Election officials across our state are calling on state government leaders to step up to their responsibility of providing resources and policies to ensure a smooth 2022 election cycle. As we face another major election year with insufficient funding, continued high volume of absentee voting, and increased scrutiny due to the 2020 cycle, we need our leadership to focus on problem-solving rather than political wins and losses.

Administering the 2020 election was unlike any election in Michigan's history. An already over-extended and under-funded system was put to the test and strained to the measure of its capacity. Nearly everyone can agree that changes are necessary. Some of the needed changes are a result of the world we live in post 2020, and other changes have been neglected for far too long.

Time demands bipartisan enactment of positive enhancements to our electoral system. Countless hours have been spent discussing and debating bills, which have either stalled in legislative committees or been vetoed.

Consider the pressure on frontline election administrators: zero increase in state funding, no pre-processing of absentee ballots to ensure more timely and accurate tabulation and no substantive changes to address voter concerns. All of these shortcomings foster voter mistrust in the election process by which we select our leaders. Our objective continues: administer secure, accurate, transparent, and fair elections. Without the support of state leaders, we cannot fully achieve our objective.

Now is the time for state leaders in the executive and legislative branches to set aside their agendas and come together to consider reasonable improvements that will benefit our voters.

The 2022 election cycle is well underway, leaving precious little time to legislate and then implement improvements.

We propose the following commonsense solutions as a good starting point:

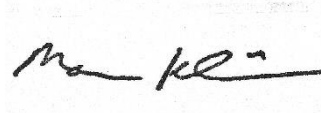
- Provide funding assistance for the staff and infrastructure (including drop box security and postage costs) needed to process an over 100% increase in the number of absentee ballots statewide since Proposal 18-3 and the COVID-19 pandemic.
- Allow for the secure and transparent pre-processing of absentee ballots to provide accurate and timely election results. The model exists in 19 other states that currently process mail-in ballots prior to Election Day.
- Allow for a functional structure to offer early voting as an option for Michigan voters.
- Require both training and reasonable access for election challengers. Our voters benefit when informed citizens engage in election observation.
- Ensure the fullest transparency possible by requiring post-election audits to be public.
- Allow additional time for clerks to audit and certify our statewide primary election by moving the primary from August to June. This additional time gap is in line with 31 other states and will allow more time to program and proof ballots for the general election.
- Allow clerks to better clean Michigan's voter rolls by removing deceased voters more quickly, continuing to eliminate the records of voters who move out of state and requiring a mandatory cancellation of voters who have been flagged in the system following the requirements of the National Voter Registration Act (NVRA).

Real leadership is demonstrated by being willing to reach across the partisan aisle and create solutions. There is no doubt that Americans are divided over the past election; but improvements that lead to better run elections have the power to lessen the tensions of mistrust and unite us in a common goal of accessible and secure elections. Our voters deserve a good faith effort by state leaders to make that happen.

Sincerely,



Mary Clark, President
Michigan Association of Municipal Clerks
Delta Township Clerk (Eaton County)



Marc Kleiman, President
Michigan Association of County Clerks
Menominee County Clerk/Register of Deeds

February 17, 2022

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, February 17, 2022 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, and David Kennard; Acting County Highway Engineer Brent Dankert, Operations Engineer Will Green, Superintendent/Operations Manager Jason Root, and Director of Finance/Secretary-Clerk Michael Tuckey.

Absent: Road Commissioner Duane Weber.

Also Present: County Commissioner Thomas Young.

Motion by Kennard seconded by Matuszak that the minutes of the February 3, 2022 regular meeting of the Board be approved. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Payroll in the amount of \$131,858.77 and bills in the amount of \$229,015.45 covered by vouchers #2022-08 and #2022-09 were presented and audited.

Motion by Matuszak seconded by Parsell that the payroll and bills be approved. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Brief Public Comment Segment:

(1) County Commissioner Thomas Young provided a report from the Tuscola County Board of Commissioners.

Motion by Parsell seconded by Matuszak that the 2022 bituminous resurfacing bids for local roads taken on Tuesday, February 15, 2022 be accepted, and to forward the results to the respective Township Boards for their approval. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Management and the Board further discussed the 2021 Fixed Object and Tree Removal Safety Grant Project. Ms. Karen Scarborough was in attendance, and requested that the tree scheduled to be removed on her property on Millington Road be excluded from the project. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak to deny the request to exclude the tree scheduled to be removed at 5159 Millington Road, all in accordance with the 2021 Fixed Object and Tree Removal Safety Grant Project. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

At 8:15 A.M. the following bids were opened for 2022 Roadside Vegetation Control Spraying:

<u>Bidder</u>	<u>Item A</u>	<u>Item B</u>	<u>Item C</u>	<u>Item D</u>	<u>Item E</u>
The Dalton's, Inc.	\$ 2.15 p/gal.	\$ 1.19 p/gal.	\$ 1.19 p/gal.	\$ 1.29 p/gal.	\$0.089 p/ft.

Motion by Matuszak seconded by Parsell that the bid for 2022 Roadside Vegetation Control Spraying be accepted and awarded to The Dalton's, Inc. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Parsell seconded by Kennard that the bids for 2022 Chip Seals taken and accepted at the February 3, 2022 regular meeting of the Board be awarded in the best interest of the Tuscola County Road Commission, as recommended by Management. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Matuszak seconded by Parsell that the bids for 2022 Hot Mixed Asphalt Machine Patches taken and accepted at the February 3, 2022 regular meeting of the Board be awarded in the best interest of the Tuscola County Road Commission, as recommended by Management. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Matuszak seconded by Kennard to approve the request from the Fremont Township Board for a variance of the Local Road Improvement and Township Allowance Policy for the 2022 season; by suspending their paving projects until the 2023 season. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

At 8:30 A.M. the following bids were opened for Bridge Waterproofing Membrane:

<u>Location</u>	<u>DCC Construction</u>	<u>Grand River Construction</u>	<u>Astec Asphalt</u>
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Bay Park Road Bridge at Vassar Road	\$ 31,530.00	\$ 30,480.00	\$ 18,600.00
Bay Park Road Bridge at Kirk Road	57,730.00	53,420.00	28,580.00
Bay Park Road Bridge at Thomas Road	37,685.00	30,140.00	19,690.00
Ackerman Road Bridge	46,085.00	49,660.00	44,060.00
Ashmore Road Bridge	52,535.00	56,400.00	39,445.00

Motion by Kennard seconded by Parsell that the bids for Bridge Waterproofing Membrane be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Management and the Board further discussed the upcoming Fiber Network Projects throughout Tuscola County. Acting County Highway Engineer Dankert provided an update from the recent meetings with Thumb Electric and explained the Road Commission’s permitting procedures. The Board also reviewed and discussed a letter received from Thumb Electric. Dankert and Chairman Laurie will plan to attend the next board meeting of the Tuscola County Board of Commissioners to further discuss this topic.

Motion by Parsell seconded by Matuszak to adopt the Telecommunication and Video Service Provider Right-of-Way Permit Policy and Fee Schedule pursuant to MCL 224.19b. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Ms. Allison Blattner appeared before the Board to discuss the Road Commission’s winter maintenance procedures. Superintendent/Operations Manager Jason Root explained the Road Commission’s winter maintenance operating procedures.

Motion by Matuszak seconded by Kennard that the bids for Professional Engineering and Bridge Design Services taken and accepted at the February 3, 2022 regular meeting of the Board be awarded to Spicer Group, as recommended by the Operations Engineer and the Superintendent/Operations Manager. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Parsell seconded by Matuszak to approve the renewed Agreement with the Spicer Group for Brent Dankert, P.E. as the Acting County Highway Engineer of the Tuscola County Road Commission. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Matuszak seconded by Parsell to authorize the Acting County Highway Engineer to sign Service Agreements with various engineering firms for their engineering services for the 2022 season. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Kennard seconded by Matuszak that Management continue to monitor the weather conditions, and if necessary, Seasonal Weight Restrictions be put into effect at the discretion of the Superintendent/Operations Manager upon notification of the Board and a minimum of two (2) day’s notice. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Kennard seconded by Matuszak that the meeting be adjourned at 10:15 A.M. Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Chairman

Secretary-Clerk of the Board



BOARD OF COMMISSIONERS

County Building
P.O. Box 70, Room 131
Cheboygan, Michigan 49721

Tel ~ (231) 627-8858
Fax ~ (231) 627-8881
E-mail ~ ccao@cheboygancounty.net

Cheboygan County Resolution #2022-03 Urging The Return Of State Workers To In-Person Operations

WHEREAS, in October 2021 the State of Michigan removed the set date for State workers to return to in-person operations and left each department or agency to set their own scheduled to return; and,

WHEREAS, each department and agency have the knowledge and resources to develop agency work plans to return to in-person operations; and,

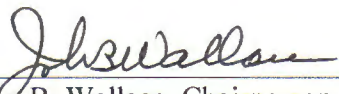
WHEREAS, the majority of businesses, industry, governmental operations, school districts and non-profit agencies have returned to on-site operations; and,

WHEREAS, Cheboygan County has received complaints from citizens concerning the lack of accessibility and the delay of responsiveness due to State workers not operating within their on-site offices, as well as have experienced difficulties and delays in coordinating services between County Offices and State departments and agencies such as DHHS; and,

NOW THEREFORE BE IT RESOLVED, that the Cheboygan County Board of Commissioners urges Governor Whitmer to immediately direct department and state agencies to complete work plans to return to on-site operations as quickly as possible in order to provide the services and convenience that the citizens of Michigan expect from their government; and,

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to all Michigan Counties, Senator Wayne Schmidt, Representative Sue Allor, Representative John Damoose, Governor Gretchen Whitmer, and the Michigan Association of Counties.

Adopted this 22nd day of February, 2022



John B. Wallace, Chairperson
Cheboygan County Board of Commissioners

I, Karen L. Brewster the undersigned, the Clerk of the County of Cheboygan, Cheboygan, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Cheboygan County Board of commissioners at its regular meeting held on February 22, 2022, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and

District 1
Curtis Chambers

District 2
Richard B. Sangster
Vice-Chairman

District 3
Michael Newman

District 4
Ron Williams

District 5
Roberta Matelski

District 6
John B. Wallace
Chair

District 7
Steve Warfield

that the minutes of said meeting were kept and will be or have been made available as required by said Act.

In Testimony Whereof, I have hereunto set my hand, and affixed the seal of said Court and County, this 22nd day of February, 2022.

Karen L. Brewster

Karen L. Brewster

Cheboygan County Clerk/Register



Resolution 16-2022

Date: February 16, 2022

Resolution Supporting the Community Mental Health Authority and Opposing Current State Legislation to Change the CMHA

WHEREAS, Northern Lakes Community Mental Health Authority has served for more than 50 years as the public mental health service provider for this community, serving approximately 2,100 residents yearly in Grand Traverse County; and

WHEREAS, Northern Lakes Community Mental Health Authority was created by the Grand Traverse County Board of Commissioners as duly authorized under the Community Mental Health Act of 1963;and

WHEREAS, every year, thousands of individuals and their families in this community depend on the public behavioral health system for daily and life-long supports and services; and

WHEREAS, Grand Traverse County opposes any behavioral health redesign that harms the state and county partnership for community mental health and related Medicaid safety net services, or seeks to privatize Medicaid behavioral health services; and

WHEREAS, recent proposals in the Michigan House and Senate fundamentally change the public behavioral health system and will harm those served by the system. The Grand Traverse County Board opposes these proposals because:

Local public oversight, local governance, local operations, and local accountability would be ended;

Beneficiaries would stand to lose access to services, supports, and input into the design and operation of their services and support system. Many of our residents would be left out of the redesign proposals completely;

The Senate proposal specifically incentivizes and prioritizes profits to private companies at the expense of the public and the people served by our public behavioral health system; and

WHEREAS, instead of damaging our public behavioral health system through pursuit of these proposals, recent innovations by the Public Health system should be supported. The Grand Traverse County Board supports, and asks our Legislative and Executive Branch leaders to support:

- Certified Community Behavioral Health Clinics (CCBHCs)
- Behavioral Health Homes

- Opioid Health Homes, and

WHEREAS, the public behavioral health system is the safety net system for our state's most vulnerable and needy people. We believe strongly that the public safety net behavioral health system must remain public in governance, public in accountability, funding, and operation. We believe strongly that Grand Traverse County must have direct in-person access to their board member representatives in the community and to the whole board of directors through participation in local public board meetings under the Open Meetings Act. Recent state legislation by the Senate and House eliminates these key features of the behavioral health system. We stand united in opposing these proposals; and

WHEREAS, the House and Senate proposals as they currently stand shifts the responsibility for managing public services from local involvement and oversight to either a privatized plan or to a state-run plan. The premise of these proposals seems to be that privatization (Senate) and state-centralization are better than local access, local control, local accountability, collaborative and regional/local management, and local oversight. These are just a few of the beneficial features of the current public behavioral health system that the House and Senate proposals ignore, and for these reasons we stand united in opposition to them; and

WHEREAS, having come through a recent pandemic, and currently dealing with further results of the pandemic, this is no time for a major upheaval of the public behavioral health system that so many thousands of persons, their families, and our entire community relies on for support. The public behavioral health safety net has ensured continued services and supports for all these people in our community throughout the pandemic period.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the County of Grand Traverse, that we request that our policy making representatives support, improve, and strengthen the public behavioral health safety net system, and that you support improvements in the delivery of publicly governed, publicly accountable, publicly operated regional, and community-based systems, invest in and expand initiatives that are proven to improve citizen access, beneficiary engagement, individual and population health, behavioral wellbeing, quality of life, and community betterment, such as those mentioned above. These are among the accomplishments of the public system that would be destroyed by pursuing these new legislative proposals.

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Governor Gretchen Whitmer, State Senator Wayne Schmidt, State Representative John Roth, the Michigan Association of Counties (MAC), and the other 82 Michigan counties.

County of Muskegon



RESOLUTION

Honoring Black History Month
Resolution #2022-01

WHEREAS, in 1776, people envisioned the United States as a new nation dedicated to the proposition stated in the Declaration of Independence that “all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness . . .”; and

WHEREAS, Africans were first brought involuntarily to the shores of America as early as the 17th century; and

WHEREAS, African Americans suffered enslavement and subsequently faced the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship; and

WHEREAS, in 2022, the vestiges of those injustices and inequalities remain evident in the society of the United States; and

WHEREAS, in the face of injustices, people of good will and of all races in the United States have distinguished themselves with a commitment to the noble ideals on which the United States was founded and have fought courageously for the rights and freedom of African Americans and others; and

WHEREAS, African Americans, such as Lieutenant Colonel Allen Allensworth, Maya Angelou, Arthur Ashe Jr., James Baldwin, James Beckwourth, Clara Brown, Blanche Bruce, Ralph Bunche, Shirley Chisholm, Holt Collier, Frederick Douglass, W. E. B. Du Bois, Ralph Ellison, Medgar Evers, Alex Haley, Dorothy Height, Lena Horne, Charles Hamilton Houston, Mahalia Jackson, Stephanie Tubbs Jones, B.B. King, Martin Luther King, Jr., Thurgood Marshall, Constance Baker Motley, Rosa Parks, Walter Payton, Bill Pickett, Homer Plessy, Bass Reeves, Hiram Revels, Amelia Platts Boynton Robinson, Jackie Robinson, Aaron Shirley, Sojourner Truth, Harriet Tubman, Booker T. Washington, the Greensboro Four, and the Tuskegee Airmen, along with many others, worked against racism to achieve success and to make significant contributions to the economic, educational, political, artistic, athletic, literary, scientific, and technological advancements of the United States; and

WHEREAS, the contributions of African Americans from all walks of life throughout the history of the United States reflect the greatness of the United States; and

WHEREAS, many African Americans lived, toiled, and died in obscurity, never achieving the recognition they deserved, and yet paved the way for future generations to succeed; and

WHEREAS, African Americans continue to serve the United States at the highest levels of business, government, and the military; and

WHEREAS, the birthdays of Abraham Lincoln and Frederick Douglass inspired the creation of Negro History Week, the precursor to Black History Month; and

WHEREAS, Negro History Week represented the culmination of the efforts of Dr. Carter G. Woodson, the “Father of Black History”, to enhance knowledge of Black history through the Journal of Negro History, published by the Association for the Study of African American Life and History, which was founded by Dr. Carter G. Woodson and Jesse E. Moorland; and

WHEREAS, Black History Month, celebrated during the month of February, originated in 1926 when Dr. Carter G. Woodson set aside a special period in February to recognize the heritage and achievement of Black people of the United States; and

WHEREAS, Dr. Carter G. Woodson stated: “We have a wonderful history behind us.... If you are unable to demonstrate to the world that you have this record, the world

will say to you, 'You are not worthy to enjoy the blessings of democracy or anything else.'"; and

WHEREAS, since the founding of the United States, the Nation has imperfectly progressed toward noble goals; and

WHEREAS, the history of the United States is the story of people regularly affirming high ideals, striving to reach those ideals but often failing, and then struggling to come to terms with the disappointment of that failure, before committing to trying again; and

WHEREAS, on November 4, 2008, the people of the United States elected Barack Obama, an African-American man, as President of the United States; and

WHEREAS, on February 22, 2012, people across the United States celebrated the groundbreaking of the National Museum of African American History and Culture on the National Mall in Washington, District of Columbia, which opened to the public on September 24, 2016; and

WHEREAS, Muskegon County Commissioner Rillastine Wilkins has made her mark in Muskegon County. She has been known as being an influencer, leader and role model throughout her life. She was born the 4th of 10 children in Taft, OK, and attended the University of Wisconsin, the Technical Instructors Institute, and Muskegon Business College. She settled with her family in Muskegon Heights where she became very busy over the years. Commissioner Wilkins' list of civic and community affiliations is very extensive. She lobbied on behalf of the City of Muskegon Heights to seek federal and state grants which helped build partnerships in the area. Some of her affiliations are: Co-Founder and host of her FOCUS television show, Muskegon Blue Sky Lions Club, Muskegon/Oceana Community Action Partnership, founding member of the Muskegon Community Health Project, Muskegon Chamber of Commerce, Muskegon Branch NAACP, Michigan Municipal League, National League of Cities Human Development, Muskegon County Building Authority, Muskegon Regional Planning Commission, State of Michigan Women in Municipal Government, Muskegon Heights Zoning Board of Appeals. Over the past 36 years, she has also held political positions including 8 years as the Mayor of the City of Muskegon Heights, a 3-decade tenure on the Muskegon Heights City Council where she was the first female elected in 1974, President of Progressive Democratic Women's Caucus, Vice-Chair of the Muskegon County Democratic party, President of the National Black Caucus of Local Elected Officials, and Hackley Community Care Board member, (to name a few). She was also a featured prominent figure in a documentary about Muskegon. Commissioner Wilkins has always believed she could do anything and proved that as she rose through the ranks to become a manager at General Telephone (Verizon) where she spent most of her working life and retired from after 34 years of service. She has remained true to the people she was elected to serve and genuinely cares for all those in her community and the city in which she lives and represents, Muskegon Heights.

WHEREAS, on February 25, 2010 The Muskegon Silversides Museum along with many of Muskegon County black leaders and veterans help to establish the Robert E. Garrison Jr. award to annually honor black war veterans of Muskegon County. This award was named after Dr. Robert E. Garrison Jr. who was known to be one of the original "Tuskegee Airmen" during World War II, who moved to Muskegon to establish a respectable career as a family physician for many residents of Muskegon County; and

WHEREAS, on February 12, 2019 Governor Gretchen Whitmer appointed Muskegon County's own Zaneta Adams to be the first black female Director of Michigan Department of Veteran Affairs. Zaneta Adams rose to the rank of private first class during her eight years of service as a member of the Army, National Guard, and Reserve before she was medically discharged with honor; and

NOW THEREFORE BE IT RESOLVED, that the Muskegon County Board of Commissioners—

- (1) acknowledges that all people of the United States are the recipients of the wealth of history provided by Black culture;
- (2) recognizes the importance of Black History Month as an opportunity to reflect on the complex history of the United States, while remaining hopeful and confident about the path ahead;
- (3) acknowledges the significance of Black History Month as an important opportunity to commemorate the tremendous contributions of African Americans to the history of the United States;

(4) encourages the celebration of Black History Month to provide a continuing opportunity for all people in the United States to learn from the past and understand the experiences that have shaped the United States; and
(5) agrees that, while the United States began as a divided country, the United States must—

(A) honor the contribution of all pioneers in the United States who have helped to ensure the legacy of the great United States; and
(B) move forward with purpose, united tirelessly as a nation “indivisible, with liberty and justice for all.”

WHEREAS, this resolution is unanimously supported by the Muskegon County Board of Commissioners and a copy of this resolution shall be forwarded to Governor Gretchen Whitmer, Muskegon County State Senator, State Representatives, Congressional Senators and Congressional Representatives.

BE IT FURTHER RESOLVED: That a copy of this Resolution be sent to Governor Whitmer, Senator Jon Bumstead, Representative Terry Sabo, Representative Greg VanWoerkom, the Michigan Senate, the Michigan House of Representatives, Michigan Association of Counties and to the Clerk of each County in the State of Michigan.

The Muskegon County Board of Commissioners, at its February 15, 2022, meeting recommended approval by Vice-Chair Hughes, support by Commissioner Nash, the aforementioned resolution.

Ayes: Kim Cyr, Marcia Hovey-Wright, Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins

Nayes: None

Excused: Doug Brown

I, Nancy A. Waters, Clerk of the Muskegon County Board of Commissioners and Clerk of the County of Muskegon, do hereby certify that the above Resolution was duly adopted by said Board on February 15, 2022.


Nancy A. Waters, Clerk
County of Muskegon

Date

2-25-2022



Iron County Board of Commissioners
RESOLUTION
Urging the Return of State Workers to In-Person Operations

Whereas, in October 2021 the State of Michigan removed the set date for State workers to return to in-person operations and left each department or agency to set their own schedule to return, and

Whereas, each department and agency have the knowledge and resources to develop agency work plans to return to in-person operations; and

Whereas, the majority of businesses, industry, governmental operations, school districts and non-profit agencies have returned to on-site operations; and,

Whereas, Iron County has received complaints from citizens concerning the lack of accessibility and the delay of responsiveness due to State workers not operating within their on-site offices, as well as have experienced difficulties and delays in coordinating services between county offices and state departments and agencies such as DHHS; and,

Now Therefore Be It Resolved, that the Iron County Board of Commissioners urges Governor Whitmer to immediately direct department and state agencies to complete work plans to return to on-site operations as quickly as possible in order to provide the services and convenience that the citizen of Michigan expect from their government; and

Be it Further Resolved, that a copy of this Resolution be forwarded to all Michigan Counties, Senator Ed McBroom and Representative Greg Markkanen, the Michigan Association of Counties and Governor Gretchen Whitmer.

The foregoing resolution was moved by Commissioner _____ Mike Stafford _____ and

Supported by Commissioner _____ Jacob Conery _____.

Roll Call Vote:

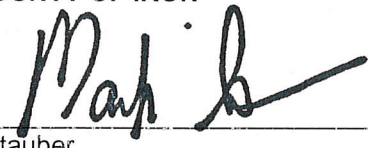
AYES: Patti Peretto, Mike Stafford, Mark Stauber, Jacob Conery


NAYES: none

ABSENT: Jeff Ofsdahl

Resolution Declared Adopted on 3/8/2022:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF IRON**

By: 
Mark Stauber
It's Chair

By: 
Julie Kezerle
It's Clerk

