



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, December 1, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln Street, 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 Young
Pledge of Allegiance - Commissioner Vaughan
Roll Call - Judy Cockerill, Deputy Clerk

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Adoption of Agenda

Action on Previous Meeting Minutes

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[Board of Commissioners - 17 Nov 2022 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

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 2. Purchase Request for FY 2020 Homeland Security Grant for Body Armor
 3. Board of Commissioners Approval to Adopt the Updated Tuscola County Emergency Action Guidelines (EAG)

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12. Potential Agreement Between the Tuscola County Road Commission and the Tuscola County Board of Commissioners for Road Maintenance at Vanderbilt Park - Commissioner Tom Young
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Old Business

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Commissioner Liaison Committee Reports

Young

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Vaughan

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report

DuRussel

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

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

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

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

8:02 AM - Thursday, November 17, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln Street, 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 Street, Caro, MI 48723, on Thursday, November 17, 2022, to order at 8:02 AM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

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

commissioner Grimshaw arrived at 8:11 a.m.

Commissioners Absent: Doug DuRussel

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Steve Anderson, Larry Zapfe, Sheila Long, Treasurer Ashley Bennett, Joanna Samuelson, Laura Boyke-Hawes, Karen Snider, Debbie Babich, Marie Swick

Also Present Virtual: Tracy Violet, Brandon Bertram, Mary Drier, Jon Ramirez, Cindy McKinney-Volz, Steve Root, Mark Haney, Renee Francisco, Debbie Babich, Treasurer Ashley Bennett, Angie Daniels, Cody Horton, Pam Shook, Darlene Parker, Alecia Little, Barry Lapp, Rebecca Evans, Christy Poulous, Brenda Peters, Cindy Hughes, Rachel Adams, Amanda Ertman, Mike Evans, Martin Porzondek, Tim Green, Matt Brown, Eric Morris, Bob Mantey

At 8:05 a.m., there were a total of 17 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2022-M-242

Motion by Thomas Young, seconded by Kim Vaughan to adopt the agenda as presented. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2022-M-243

Motion by Thomas Young, seconded by Kim Vaughan to adopt the meeting minutes from the October 27, 2022 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

-Karen Snider introduced herself as she is the newly elected Caro City Mayor and is excited to be serving in this role.

Consent Agenda

2022-M-244

Motion by Thomas Bardwell, seconded by Thomas Young that the Minutes from the November 14, 2022 Committee of the Whole meeting be adopted. Motion Carried.

New Business

1. Mosquito Abatement Materials -

Larry Zapfe, Mosquito Abatement Director, presented his request to purchase material in advance of the 2023 season.

2022-M-245

Motion by Thomas Young, seconded by Kim Vaughan that per the request from the Mosquito Abatement Director, that his Department makes an early purchase of mosquito control insecticide material from Vesperis for the upcoming 2023 season to save money as the product costs will be rising in the coming year. Also, respectfully request a 2022 budget transfer from:

240-100-747-000 \$4,903.00

240-100-970-030 \$4,102.00

240-100-970-070 \$7,000.00

240-100-970-090 \$3,000.00

240-100-970-160 \$7,952.00

240-100-727-000 \$4,092.00

2022 budget transfer to:

240-100-750-000 \$31,049.00

Motion Carried.

2. Intergovernmental Agreement With Indianfields Township - Ashley Bennett, Treasurer, explained the request to enter into an Intergovernmental Agreement.

2022-M-246

Motion by Thomas Young, seconded by Dan Grimshaw to approve the Tuscola County Treasurer to collect Winter 2022 taxes on behalf of Indianfields Township in accordance with the Intergovernmental Agreement, with an effective date of November 17, 2022, signed between the Indianfields Township Supervisor and the Tuscola County Board Chairman due to deadline restraints. The effective dates of collection begin on December 1, 2022 and end on February 28, 2023. The Tuscola County Treasurer's Office will retain the administration fee for this service. Motion Carried.

3. Sheriff's Department Part-Time Corrections Deputy Appointment - Clayette Zechmeister explained the request.

2022-M-247

Motion by Thomas Young, seconded by Kim Vaughan that per the recommendation from Undersheriff Baxter that Nicholas Romzek be hired for an open part-time Corrections position at the part-time wage of \$18.97 per hour. His background investigation, physical & drug test have been completed. Start date and scheduling to commence upon Board approval. Motion Carried.

4. Sheriff's Department Part-Time Corrections Deputy Appointment - Clayette Zechmeister explained the request.

2022-M-248

Motion by Kim Vaughan, seconded by Thomas Young that per the recommendation from Undersheriff Baxter to rehire Cody Neuville (previous full-time Corrections employee, resigned in good standing 4/12/2022) for an open part-time Corrections position. His background investigation, physical & drug test have been completed. He will have a part-time wage of \$18.97 per hour. Start date and scheduling to commence upon Board approval. Motion Carried.

5. Prosecutor's Office Re-fill Vacant Position - Clayette Zechmeister explained the request.

2022-M-249

Motion by Thomas Young, seconded by Kim Vaughan that per the recommendation of Mark Reene, Tuscola County Prosecuting Attorney, that Carrie Venus be hired to fill the vacant position of Secretary II in the Prosecutor's Office at Step 1, hourly rate of \$16.83. Full-time immediate employment to begin contingent upon favorable background check, drug screen and physical. Motion Carried.

6. Prosecutor Request for Limited Part-time Assistance - Clayette Zechmeister explained the request.

2022-M-250

Motion by Thomas Young, seconded by Kim Vaughan that per the request from Mark Reese, Tuscola County Prosecuting Attorney, that Candra Rogner work with limited part-time hours to ensure a smooth transition within the Prosecutor's Office due to the replacement of this long-term employee. Also, any budget amendments be authorized. Motion Carried.

7. Bridge Millage Transfer Request -

2022-M-251

Motion by Thomas Young, seconded by Kim Vaughan to approve the Bridge Millage transfer request received from the Road Commission in the amount of \$386,316.69 as identified by voucher #Bridge 2022-1 dated November 3, 2022 for the transfer of Bridge Millage to the Road Commission general fund. Motion Carried.

8. Request to Use the Courthouse Lawn -

2022-M-252

Motion by Thomas Young, seconded by Dan Grimshaw that per the November 7, 2022 request from Marsha Perez that authorization be given to the Caro Women's Interfaith Committee to use the Courthouse Lawn from November 26, 2022 to January 1, 2023 for the annual Christmas display. Motion Carried.

9. Farm Lease for 50 Tillable Acres Located at the Corner of Luder Road and Deckerville Road In Caro -

Mike Miller, Buildings and Grounds Director, the current lease expires at the end of 2022. The farmer would be interested in a 2-year extension.

2022-M-253

Motion by Thomas Young, seconded by Kim Vaughan to extend the Lease to Schriber Farms, LLC for the 50 tillable acres located at the corner of Luder and Deckerville Roads in Caro for 2 (two) years at the current rate of \$155.00 per acre. Motion Failed.

2022-M-254

Motion by Dan Grimshaw, seconded by Thomas Young to put out for bid offer to lease the 50-acre farmland that is county owned for a 3-year time period to begin January 1, 2023 ending December 31, 2025. Motion Carried.

Recessed at 8:56 a.m.

Reconvened at 9:02 a.m.

10. Closed Session Regarding Security (Exempt from Disclosure) -

2022-M-255

Motion by Thomas Young, seconded by Kim Vaughan that the Board meet in Closed Session under Section 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute specifically, records and information of measures desired to protect the security and safety of County employees, officials and visitors as well as County property which are exempt from public disclosure under Section 13(y) of the Freedom of Information Act." Also, Clayette Zechmeister, Jodi Fetting, Eean Lee, Jon Ramirez, Tim Green and Steve Anderson are authorized to attend at 9:03 a.m.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, and Dan Grimshaw

Absent: Doug DuRussel

Motion Carried.

Recessed to Closed Session at 9:03 a.m.

Reconvened from Closed Session at 9:52 a.m.

At 9:52 a.m., there were a total of 29 participants attending the meeting virtually.

2022-M-256

Motion by Thomas Young, seconded by Dan Grimshaw to approve the Closed Session minutes from the session held on November 17, 2022. Motion Carried.

11. Security Concerns Discussion -

-The Board would like to emphasize that all contracts entered into by the County should have an opt-out clause.

2022-M-257

Motion by Dan Grimshaw, seconded by Thomas Young to have Legal Counsel review the contract with Central Square to buyout and end the current contract. Also, Eean Lee is authorized to research alternative options to replace Central Square. Motion Carried.

12. Caro Area Ambulance Coverage -

Jon Ramirez, Dispatch Director, reviewed data of ambulance bases and the number of shifts that they were out of service. Matter of serviceability discussed by the Board.

13. 2023 Budget Additional Department Wage/Position Requested Review

-The Chief Deputy Union will be dissolved as of December 31, 2022. Commissioner Grimshaw one option that the Chief Deputy Salary is tied to a percentage of the Elected Official's salary. Matter discussed at length.

14. 2023 Indirect Cost Comparison -

Clayette Zechmeister reviewed the reports that were included in the agenda packet.

15. Provision of Government Services - American Rescue Plan Act Funds Update - Clayette Zechmeister reported that Tuscola County has expended all of the ARPA funds.
16. 2023 Budget Review and Recommendations - Clayette Zechmeister reviewed the 2023 Equipment and Capital Improvement Budget Requests included in the agenda packet. Matter reviewed and discussed by the Board.
17. 2023 Budget Hearing Notice -

2022-M-258

Motion by Thomas Young, seconded by Kim Vaughan that the Draft 2023 County Budget be approved for review at a Public Hearing to be held on December 1, 2022 at 9:00 a.m. Also, notice of the Public Hearing shall be placed in the local newspaper. Also, copies of the updated budget be forwarded to county officials for review and comment.

Roll Call Vote:

Yes: Thomas Young, Thomas Bardwell, and Kim Vaughan
No: Dan Grimshaw
Absent: Doug DuRussel

Motion Carried.

Old Business

1. 2023 Mosquito Abatement Wages -

2022-M-259

Motion by Kim Vaughan, seconded by Thomas Young to approve the 2023 Mosquito Abatement seasonal employees wage increase for 2023. First year Technicians hourly wage increase from \$11.74 to \$14.00, second year (returning) Technicians hourly wage increase from between \$12.50-13.34 to \$14.50. Technician II hourly wage increase from \$14.20 to \$15.20 and Utility Person hourly wage increase from \$13.11 to \$14.11. These positions will not receive the cost-of-living increase proposed by the Commissioners for 2023. All other positions at Mosquito Abatement will be covered under the Board approved cost-of-living increase. Motion Carried.

2. Stained-Glass Window Update -

Mike Miller, Director of Buildings and Grounds, stated the stained-glass window has been removed successfully. It is expected to be installed back in February or March 2023.

Correspondence/Resolutions

1. Gogebic County Resolution 2022-17 Insurance - Home Health Reform
2. Ontonagon County Resolution 2022-12 Auto Insurance Reform
3. Legislative Update 11-11-22 - The Michigan Association of Counties

4. Legislative Update 10-28-22 - The Michigan Association of Counties

Commissioner Liaison Committee Reports

Vaughan

No Report

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

Grimshaw

No Report

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

DuRussel

Absent

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
Email has been distributed to determine if the 7th District should continue.
MAC Workers Comp Board
MAC Finance Committee
TRIAD
Local Units of Government Activity Report

Young

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report
-Attended a meeting to discuss transportation services within Tuscola County.

Other Business as Necessary

1. Caro Center Update -
Project completion date is targeted for July 2023.

2. Security Camera Update -

CIO Eean Lee updated the Board that cameras have been updated in the Clerk's Office and Treasurer's Office. Also, Mitchell Holmes who was recently hired is doing a great job and is excelling.

At 12:28 p.m., there were a total of 24 participants attending the meeting virtually.

Extended Public Comment

-Joanna Samuelson mentioned contracts having an expiration date, ambulance coverage, elections and jail millage.

Adjournment

2022-M-260

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 12:36 p.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



MINUTES

Committee of the Whole Meeting

8:02 AM - Monday, November 28, 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, November 28, 2022, to order at 8:02 AM local time.

Roll Call - Clerk Fetting

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

Commissioner Grimshaw arrived at 8:04 a.m.

Commissioners Absent: Doug DuRussel

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Steve Anderson, Katie Cooper, Dara Hood, Treasurer Ashley Bennett, Angie Daniels

Also Present Virtual: Tracy Violet, Cristi Smith, Steve Root, Debbie Babich, Mary Drier, Angie Daniels, Cody Horton, Mark Haney, Kate Curtis, Renee Francisco, Treasurer Ashley Bennett, Barry Lapp, Cathy Patterson, Cindy McKinney-Volz, Jon Ramirez, Carrie Tabar, Eric Morris, Mitchell Holmes, Robert Baxter

At 8:07 a.m., there were a total of 15 participants attending the meeting virtually.

County Updates

None

New Business

1. Michigan State University Extension (MSUe) 4-H Program Coordinator 2023 Budget Clarification -
Clayette Zechmeister, Controller/Administrator, explained that the incorrect amount was included in the 2023 budget and will be corrected during the budget hearing.
2. Michigan State University Extension (MSUe) Agreement for Extension Services Fiscal Year 2023 -
Clayette Zechmeister explained the proposed agreement with the correction. Matter to be placed on Thursday's agenda.

3. Farm Lease Bid Posting -
Matter to be placed on a future agenda.
4. Boards and Commissions Annual Appointment -
Jodi Fetting, County Clerk, reviewed the various appointments to Tuscola County Boards and Commissions. Matter to be placed on Thursday's agenda.
5. Tuscola County Animal Control Ordinance -
Clayette Zechmeister presented the revised Animal Control Ordinance for review by the Commissioners. Board discussed the amount of the late fee. Board discussed proposed ordinance at length. Matter to be reviewed further by legal counsel. Matter to be placed on an upcoming agenda.
6. Proposed Resolution 2022-18 Supporting Sports Complex in Saginaw County -
Commissioner Grimshaw explained the proposed resolution. Matter to be placed on Thursday's agenda.
7. Purchase Request for Law Enforcement Terrorism Prevention Activities (LETPA)
Grant -

Steve Anderson, Director of Emergency Services, reviewed the equipment proposed to be purchased. Matter to be placed on the Consent Agenda.
8. Purchase Request for FY 2020 Homeland Security Grant for Body Armor -
Steve Anderson, Director of Emergency Services, explained the equipment that is planned for purchase. Matter to be placed on the Consent Agenda.
9. Board of Commissioners Approval to Adopt the Updated Tuscola County Emergency Action Guidelines (EAG) -
Steve Anderson, Director of Emergency Services, reviewed the proposed plan and that minor changes were made. Matter to be placed on the Consent Agenda.

Old Business

1. 2022 County Apportionment Report -
Angie Daniels, Equalization Director, explained that the final results from the November election have been received and the final adoption of the apportionment is ready to be completed. Matter to be placed on Thursday's agenda.

Finance/Technology

Primary Finance/Technology

None

On-Going and Other Finance

None

On-Going and Other Technology

Eean Lee reviewed the potential agreement with CLEMIS for the Dispatch Department.

Building and Grounds

Primary Building and Grounds

None

On-Going and Other Building and Grounds

Mike Miller reported the fence has been completed.

Personnel

Primary Personnel

None

On-Going and Other Personnel

None

Other Business as Necessary

-Transportation Meeting at Hills and Dales - There were about 80 people in attendance at the meeting. The discussion was on how to provide a transportation system county wide.

At 9:53 a.m., there were a total of 26 participants attending the meeting virtually.

Public Comment Period

None

Adjournment

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 10:02 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

REQUEST FOR APPOINTMENT TO BOARDS AND COMMISSIONS

AIRPORT ZONING BOARD OF APPEALS		
3 YEAR TERM EXPIRING 12/31/2025 - 2 SEATS AVAILABLE		
Don Clinesmith	Current Member Seeking Reappointment	
No Candidate		Will Re-advertise
BOARD OF HEALTH		
PARTIAL TERM EXPIRING 3/31/2024 - 1 SEAT AVAILABLE		
No Candidate		Will Re-advertise
DEPARTMENT OF HUMAN SERVICES BOARD		
PARTIAL TERM EXPIRING 12/31/2025 - 1 SEAT AVAILABLE		
Mark Wolfe	Previous Member is not seeking Re-appointment	
CONSTRUCTION CODE BOARD OF APPEALS		
2 YEAR TERM EXPIRING 12/31/2023 - 5 SEATS AVAILABLE		
Ken Martin, Jr - Master Electrician	Current Member Seeking Reappointment	
Keith Kosik - State of Michigan Registered Architect	Current Member Seeking Reappointment	
Steve Fetterhoff - Licensed Heating Contractor	Current Member Seeking Reappointment	
Henry Hornung - Licensed Builder	Reappointment	
VACANT - Master Plumber	VACANT	

COUNCIL ON AGING		
1 YEAR TERM EXPIRING 12/31/2023 - 7 SEATS AVAILABLE		
Jerald Gamm	Current Member Seeking Reappointment	
Sandra Williamson	Current Member Seeking Reappointment	
Eugene Davison	Current Member Seeking Reappointment	
Carolyn Wymore	Current Member Seeking Reappointment	
Ruby Burk	Current Member Seeking Reappointment	
Terry Jones	Current Member Seeking Reappointment	
No Candidate		Will Re-advertise
DEPARTMENT OF PUBLIC WORKS		
3 YEAR TERM EXPIRING 12/31/2025- 2 SEATS AVAILABLE		
Michael DuSute	Current Member Seeking Reappointment	
Robert McKay	Current Member Seeking Reappointment	
LAND BANK AUTHORITY		
3 YEAR TERM EXPIRING 2/28/2025- 1 SEAT AVAILABLE -		
Patricia Gray	New Candidate Current Member is not seeking Re-appointment	Current Member should have been appointed in February 2022
PARKS AND RECREATION COMMISSION		
3 YEAR TERM EXPIRING 12/31/2025 - 1 SEAT AVAILABLE		
Paul Newby	Current Member Seeking Reappointment	

PLANNING COMMISSION		
3 YEAR TERM EXPIRING 12/31/2025 - 3 SEATS AVAILABLE		
Lonnie Kester	Current Member Seeking Reappointment	
Rick Boylan	Current Member Seeking Reappointment	
Jane Rymarczyk	New Applicant	Filling current vacant position
Michael DuSute	New Applicant	Filling current vacant position
Don Wellington	New Applicant	Filling current vacant position
RECYCLING COMMITTEE		
3 YEAR TERM EXPIRING 12/31/2024 - 2 SEATS AVAILABLE		
Patricia Frazer	Current Member Seeking Reappointment	
No Candidate		Will Re-advertise
TUSCOLA COUNTY REMONUMENTATION PEER GROUP		
2 YEAR TERM EXPIRING 12/31/2024 - 5 SEATS AVAILABLE		
Scott McCool	Current Member Seeking Reappointment	
Mark Powell	Current Member Seeking Reappointment	
Michael Yates	Current Member Seeking Reappointment	
Derek Hodges	Current Member Seeking Reappointment	
Roger Mahoney	Current Member Seeking Reappointment	

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 1st day of December, 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 _____,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION 2022-17

Resolution of the Tuscola County Board of Commissioners Approving the 2022 Apportionment Report

WHEREAS, MCL 211.37 as amended, requires the County Board of Commissioners to apportion the amount of property taxes to be raised by the various jurisdictions; and

WHEREAS, the submitted Apportionment Report contains a summary of the requests for millages to be levied by the various taxing jurisdictions and the County of Tuscola; and

WHEREAS, MCL 207.12 as amended, requires the Director of the County Equalization Department to make and submit to the Department of Treasury, State Tax Commission, a detailed report of such actions by the County Board on a form prescribed by the Commission.

NOW THEREFORE BE IT HEREBY RESOLVED the Tuscola County Board of Commissioners approves the summary of millage requests by the various taxing jurisdictions and further authorizes the Tuscola County Equalization Director to certify such forms and submit them as required by law to the appropriate departments.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 1st day of December, 2022.

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 an agreement approved by the Board of Commissioners at a regular meeting on December 1, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk*

PROPOSED

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 1st day of December, 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 _____,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION 2022-18

RESOLUTION SUPPORTING THE CONCEPT OF AN INDOOR SPORTS COMPLEX FOR THE BENEFIT OF THE SAGINAW, TUSCOLA, AND GENESEE COUNTY AREA

WHEREAS, a regional sports complex is proposed to be constructed and located in Frankenmuth, Michigan, located in the County of Saginaw. The total cost for the project is estimated at \$35-\$40 million, and

WHEREAS, the project, once completed, will create an operational regional sports complex complete with basketball courts, volleyball courts, soccer fields, and baseball/softball fields. A feasibility study indicates that this project will bring thousands of new visitors to the region and generate over \$6 million in direct economic activity annually, and

WHEREAS, the overall economic impact is expected to increase demand for the hospitality industry in not just Frankenmuth and Saginaw County, but for the entire region from Midland to Flint to Bay City and the Thumb. Estimates indicate that this project will increase the demand for room rentals in the region by 15,000 per year allowing for the expansion of existing facilities and building of new hotels across the area, and

WHEREAS, request has been sent to the State of Michigan to assist in one-time capital costs of up to \$10 million, on the basis the ongoing maintenance of the facility is thereafter sustainable, and

WHEREAS, regional support of a \$10 million capital campaign, combined with support of the Frankenmuth Convention and Visitors Bureau's Board of Directors preparing to finance up to an additional \$15 million for the project, which will be repaid through the revenue generated from the local Frankenmuth hotel bed tax (without increasing taxes).

NOW, THEREFORE, BE IT RESOLVED THAT: The Tuscola County Board of Commissioners does hereby support the concept of an indoor sports complex, and believes this project will provide a desirable outcome in the form of a healthy and vibrant activity for a broad variety of participants, generating a strong economic ripple effect for hospitality services, including overnight, dining, retail, and personal services, that extend to the general region, including Saginaw, Tuscola and Genesee Counties.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 1st day of December, 2022.

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 an agreement approved by the Board of Commissioners at a regular meeting on December 1, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk*



Michigan Spark Grants

2022 application overview

Michigan Department of Natural Resources mission statement

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the state's natural and cultural resources for current and future generations. We strive to protect natural and cultural resources, ensure sustainable recreation use and enjoyment, enable strong natural resource-based economies, improve and build strong relationships and partnerships, and foster effective business practices and good governance.

The Michigan Department of Natural Resources provides equal opportunities for employment and access to Michigan's natural resources. Both state and federal laws prohibit discrimination based on race, color, national origin, religion, disability, age, sex, height, weight or marital status under the U.S. Civil Rights Act of 1964 as amended, 1976 Michigan Public Act 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended, and the 1990 Americans with Disabilities Act as amended.

If you believe that you have been discriminated against in any program, activity or facility, or if you desire additional information, please write: Michigan Civil Service Commission – Quality of Life Human Resources, PO Box 30028, Lansing MI 48909-7528, or Michigan Department of Civil Rights, Cadillac Place, 3054 West Grand Blvd., Suite 3-600, Detroit, MI 48202, or Division of Federal Assistance, U.S. Fish and Wildlife Service, 4401 North Fairfax Dr., Mail Stop MBSP-4020, Arlington, VA 22203. For information or assistance on this publication, contact Grants Management, Michigan Department of Natural Resources, PO Box 30425, Lansing, MI 48909-7925.

This publication is available in alternative formats upon request.

For information or assistance on this publication:

Call 517-284-7268

Visit the [DNR grants page](http://www.Michigan.gov/DNR-Grants) at www.Michigan.gov/DNR-Grants
[Access MiGrants](https://migrants.intelligrants.com/) at <https://migrants.intelligrants.com/>

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John Egelhaaf, Region 4 Southwest Planning Commission, Michigan Association of Regions
Andrea LaFontaine, Michigan Trails & Greenways Alliance
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Introduction

Michigan Spark Grants are a \$65 million program that represents a milestone moment for outdoor recreation, helping local communities that want to create, renovate or redevelop public outdoor opportunities for residents and visitors – especially those whose economic opportunities and health were hardest hit by the COVID-19 pandemic.

Administered by the Michigan Department of Natural Resources, Michigan Spark Grants will support projects that provide safe, accessible public recreation facilities and spaces to improve people’s health, introduce new recreation experiences, build on existing park infrastructure and make it easier for people to enjoy the outdoors. This grant opportunity is possible because of the Building Michigan Together Plan, signed in March 2022, which included a historic infusion of federal funding in our state and local parks.

Program goals:

- Leverage federal, state, local and private resources toward a sustainable public recreation development program.
- Provide a clear, simple and equitable grants distribution process in support of public outdoor recreation.
- Align project partners and community organizations so resources are maximized and roles and responsibilities are clearly outlined and balanced.

We strongly recommend that you review the entire booklet in conjunction with the online application in MiGrants before you begin to prepare your application.

The Grants Management staff of the Department of Natural Resources have prepared this booklet to guide you in preparing a Michigan Spark Grants application. Grants Management staff are available to assist you with any questions you may have regarding any aspect of the application process. We encourage you to contact your regional representative early in the application process. You may also call the Grants Management office at 517-284-7268 and you will be directed to the appropriate representative.

This booklet and all forms needed to complete an application are available on our website:

www.Michigan.gov/DNR-Grants.

The [MiGrants Online Application System](https://migrants.intelligrants.com/) is available at <https://migrants.intelligrants.com/>.

2022 Spark Grants schedule

The grant application will launch in October and stay open for six weeks, with first-round grants awarded by the end of 2022. There will be two more rounds of applications and grant awards in 2023.

Date	Action
OCT. 24, 2022	Application period starts in MiGrants
DEC. 19, 2022	Round one applications due
JAN. 2023	Round one grants awarded
TBD 2023	Rounds two and three will open and be awarded
DEC. 31, 2024	All awarded grant funds must be committed to third-party contracts
OCT. 31, 2026	All grant funded projects must be completed

Applicant and project eligibility

Consider the following eligibility requirements and additional information when deciding whether to apply for a Spark grant. For more detailed information about completing a development project, review the Development Project Procedures booklet on the [Grants Managements website](#).

Applicant eligibility

- Applicants must be local units of government (tribal, county, city, village or township) or public authorities legally established to provide public recreation.
- Applicants may include a regional or statewide organization or consortium of local units of government or public authorities legally established to provide public recreation. All projects must take place on public land.
- An eligible financial match is encouraged but not required.
- A community planning process is encouraged but not required.

Public input and resolution

A resolution from the highest governing body is required to apply for a Spark grant. The applicant is responsible for providing the public with adequate opportunity to review and comment on the proposed application. Dedicated public hearings are not required; however, the application must be an agenda item open to discussion by the general public in a meeting of the local unit.

Project eligibility

- Projects must support and enhance neighborhood features that promote improved health and safety outcomes or address the increased repair or maintenance needs in response to significantly greater use of public facilities in local communities that have been adversely affected by the COVID-19 pandemic.
- Projects may include the development, renovation or redevelopment of indoor or outdoor public recreation facilities and the provision of recreation-focused equipment and programs at public recreation spaces.
- Funds may be used for activities such as, but not limited to, project review, planning, architecture and engineering services, construction, oversight and compliance activities associated with state and federal requirements, as applicable.
- Funds must be committed to third-party contracts by Dec. 31, 2024.
- Projects must be completed on public land by Oct. 31, 2026.

Ineligible projects

- Facilities and/or stadiums utilized primarily for the viewing of professional or semiprofessional art, athletics or intercollegiate or interscholastic sports. Facilities that are used for the viewing of professional or semiprofessional art, athletics or intercollegiate or interscholastic sports, but whose primary purpose is the active recreational use by the general public for at least 75% of normal operation hours, are allowed.

- Routine expenses – these funds cannot be used for maintenance or operational expenses of local parks and recreation departments.
- Art displays, decorative fountains and facilities for historical interpretation.
- Projects that would create an unfair competitive situation with private enterprises. In situations where privately managed facilities are providing identical or similar recreation opportunities, the local government must provide additional written justification of the need for the proposed facility in light of the private sector's presence.
- Sidewalk projects that are primarily in road rights-of-way and do not exhibit qualities associated with recreation trails. In general, traffic control devices in the road right-of-way, such as guardrails, flashing or nonflashing signs or barricades, and electronic crossing signals, are not eligible scope items.
- Most improvements to public roadways.
- Invasive species removal, shoreline stabilization or erosion control that are not associated with development of recreation facilities at the site.
- Municipal infrastructure, such as electrical transmission lines, sewer mains, water mains, etc., that is the majority of the scope of the project is not eligible for funding. However, a service line for these types of utilities can be eligible as a scope item if it is providing the utility to a site of public recreation that has other scope items being developed as part of the same grant project.

Financial details

Minimum and maximum grant amounts

Minimum grant request: \$100,000

Maximum grant request: \$1,000,000

Matching funds

Total project costs may exceed \$1,000,000 if the applicant is able to provide documentation of secured matching funding sources.

Eligible matching funds are encouraged but are not required and will not be considered as part of application scoring. Federal funds are not eligible sources for matching funds.

Eligible costs

This is a reimbursement program. All grants are paid as reimbursement for actual expenses (i.e., the community pays for the work and is then reimbursed at the percentage listed in the grant agreement of the cost up to the grant amount). On a case-by-case basis, the DNR will allow advances for communities that meet certain criteria.

Grantees should anticipate submitting multiple partial requests for reimbursement as the project progresses. The final 10% of the grant amount will be withheld pending a final project inspection and audit of the grant file.

- If selected for funding, includes expenses for grant writing, designs, public input, and permitting. Expenses are eligible beginning Oct. 1, 2022.
- Construction expenses incurred prior to the execution of the project agreement will not be eligible for reimbursement.
- Reimbursement will occur through request, with adequate documentation of expenses, including all applicable copies of invoices, checks, payment sheets, change orders, documentation of force account labor and equipment, and documentation of donated labor and/or materials.
- Until final completion of the project, 10% of the grant will be withheld.
- No further reimbursements will be made for canceled projects or projects that have not been completed within the required timeframe.

Only those costs directly associated with the project will be reimbursed. Eligible budget categories include:

- **Preplanning** – If selected for funding, includes grant writing, designs, public input, and permitting. Expenses are eligible beginning October 1, 2022.
- **Administration** – Internal activities necessary to support the oversight and implementation of the project. This category is capped at 5% of the project subtotal.
- **Project permitting, plan designs and oversight** – This category is capped at 25% of the project subtotal.
- **Construction** – Only construction activities directly related to the project scope.
- **Programming** – Events and instructional activities associated with activating the site.
- **Equipment** – Equipment must be unique and directly related to activities supporting the construction improvements of the project; maintenance equipment is not eligible.
- **Indirect/overhead** – If applicable, the applicant may choose to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement established with a federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10% of the modified total direct costs pursuant to 2 CFR 200.414(f).

Ineligible costs

- Maintenance is not an eligible expense. However, the DNR is requesting this information in the application in effort to gain insight on applicant needs long term to support the project.
- Indirect/overhead greater than 10% of the total project costs without an approved NICRA.
- Tuition and fees, conferences, travel, lodging, meals, group meals and mileage.
- Costs incurred outside of the project period specified in the project agreement or amendment.
- Salaries/fringes of individuals not working on the project directly.
- Sales tax for exempt agencies.

Number of allowable applications from a single applicant

No more than three Spark grant applications may be submitted for the duration of the grant program. If submitting more than one application, the entity must rank the project in order of highest priority. Submitting multiple applications with similar facilities in one location is not allowed.

Project site eligibility

Allowable number of project sites

Each application must be for a single park site or contiguous trail. Applications for multiple sites must be submitted and prioritized as individual applications. To avoid duplication of grant awards and to achieve the best scenario for an applicant to receive funding, should an applicant apply for the same project across multiple DNR grant programs in the same year, DNR Grants Management staff reserve the right to align the program that is most applicable based upon scoring and available funding. In these situations, applicants will be directed to withdraw from certain programs prior to final grant awards being made.

Long-term site obligations

- The land included in the boundary of this project site must remain open to public outdoor recreation use for the useful life of the facilities being constructed, which is generally a 20-year minimum.
- The grantee will not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities within the 20-year useful life period.
- None of the project area nor any of the project facilities constructed shall be wholly or partially conveyed during the 20-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title ownership, or right of maintenance or control by the applicant.
- An entrance sign identifying the site as a public outdoor recreation site open to all users must be prominently displayed. The establishment of an entrance sign can be added to the grant scope of work.
- The recreation site must be open to all users – resident and nonresident. If a fee is charged, the nonresident fee shall be no greater than twice the resident fee.

Site control

The applicant must own, have a perpetual easement, lease or other agreement allowing use, operations or construction of the project site. Agreements must be finalized at the time of application; draft agreements will not be accepted. A Documentation of Site Control form (PR5750-4) and deed, lease or easement is required in the application.

- For leased sites: 20-year minimum.
- Leased sites with a term of less than 20 years beyond the application date are not eligible to receive grant assistance unless the lessor is a government entity and agrees to assume all grant obligations if the lessor takes control of the project site. Documentation from the lessor agreeing to the terms is required.

Contaminated properties

Contaminated properties are eligible for grant assistance, provided the property can be made safe for the proposed uses and the contamination will not have a substantial negative impact on the overall public recreation, public safety and/or resource protection values of the site. Grant funds may not be used for environmental remediation.

Planning considerations

Prime professional

All projects are required by state law (MCL 339.2011) to have a licensed engineer, architect or landscape architect (prime professional) prepare all plans, specifications and bid documents and verify that all construction has been completed according to acceptable standards. Engineering and architectural costs may make up no more than 25% of total project cost. The DNR requires a prime professional to have an active profile in MiGrants. The prime professional will be able to help you with the following requirements in this section.

Federal requirements

The Spark program is funded by and subject to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable. Frequently asked questions are accessible at the [U.S. Department of Treasury State and Local Fiscal Recovery Funds website](#). The SLFRF awards are generally subject to the requirements set forth in the uniform administrative requirements, cost principles and audit requirements for Federal awards, 2 CFR Part 200 (the “uniform guidance”). Applicants must review the [eCFR uniform guidance](#) for complete requirements.

Per the final rule FAQ 2.1: The National Environmental Policy Act does not apply. Projects supported with Spark funds may still be subject to all related statutory and regulatory requirements and policies of both programs, including NEPA review, if they are also funded by other federal financial assistance programs.

In planning your application, please note that the Davis–Bacon Act, as amended (40 U.S.C. 3141–3148) and Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) will be required. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

When a recipient expends more than \$750,000 in federal awards during the grantee’s fiscal year (Oct. 1-Sept. 31), it will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

Permits

Federal, state and local rules and regulations apply. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the applicant to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

Accessible design

The proposed project must meet the accessibility requirements of the 2010 Americans with Disabilities Act design standards; including all proposed recreation facilities, access routes from the proposed facilities to parking and relevant support facilities. For proposed facilities such as hiking trails, camping facilities, picnic facilities and beach-access routes that are not covered under the [2010 ADA design standards](#), follow the U.S. Access Board Outdoor Developed Areas Accessibility Guidelines. Trails on federal property must meet the Forest Service Trail Accessibility Guidelines. Designing facilities to universal design principals is recommended. More details are provided in the Guidance on Designing Specific Types of Recreation and Support Facilities that Exceeds ADA for Universal Accessibility.

Project completion

Receiving Spark grant assistance requires the project to be completed in a timely manner.

- The grantee must begin the project as soon as the grant agreement is executed.
- Quarterly financial and project status reports will be required.
- The grantee must encumber all of the grant funds to third-party contracts by Dec. 31, 2024.
- All grant funds must be spent by Oct. 31, 2026. Due to the federal requirements of this grant award, no time extensions will be allowed.

Application documents

All applicants must complete their application on the DNR Grants Management's online application system, [MiGrants](#). Paper applications will not be accepted and will be considered ineligible.

- These are the types of documents you will need to have ready to upload when completing the grant applications:
 - Site control form and deed, lease or easement
 - Resolution from highest governing body
 - Site plan of the proposed improvements
 - Optional but not required:
 - Letters of support
 - Universal design review
 - Plans, specifications and bid documents
 - Permits
 - Documentation of matching funds
 - Indirect cost-rate agreements

Application pages

The application is six pages long. The authorized official will be required to initiate the application. Once initiated, anyone with an organizational role will be able to modify the application pages. You may save the page you are working on and come back to edit or complete the materials later. The pages are:

- **Applicant information** – Basic information of the site, project name, etc.
- **Narrative details part 1** – Public benefit and anticipated outcomes, financial and social considerations, and access to the project site.
- **Narrative details part 2** – Access to new opportunities for people of all abilities, clarifying of scope and ability to execute, new construction, renovation and future maintenance.
- **Financial details** – Project budget categories and amount requested.
- **Additional information** – Optional – you may upload additional documentation here.
- **Certification by AO (authorized official)** – Check to certify the application.

After the successful submission of your application by changing the status, you will receive an email notification from MiGrants.

Application outcome

The Michigan Spark Grants program will have three rounds. The DNR will announce successful awards at the end of each round. At the end of rounds one and two, any unsuccessful application can be withdrawn, reapplied for later rounds as-is, or modified and reapplied for later round(s). Please monitor your email for a notification from MiGrants providing further guidance.

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 1st day of December, 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 _____,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION 2022-19 Vanderbilt Park Resolution

WHEREAS, Tuscola County supports the submission of an application titled, "The Vanderbilt Improvement Project" to the SPARK grant program for the improvement of the county park and campground located at Vanderbilt Park.

NOW THEREFORE, BE IT RESOLVED that the Tuscola County Commissioners hereby authorizes submission of a SPARK Application for \$1,000,000, during the 2023-2026 fiscal years.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 1st day of December, 2022.

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 an agreement approved by the Board of Commissioners at a regular meeting on December 1, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk, CCO*

PROPOSED

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 1st day of December, 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 _____,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION 2022-20 The Parcels Resolution

WHEREAS, Tuscola County supports the submission of an application titled, "The Parcels Improvement Project" to the SPARK grant program for the improvement of the park space located at the county-owned property known as "The Parcels".

NOW THEREFORE, BE IT RESOLVED that the Tuscola County Commissioners hereby authorizes submission of a SPARK Application for \$1,000,000, during the 2023-2026 fiscal year.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 1st day of December, 2022.

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 an agreement approved by the Board of Commissioners at a regular meeting on December 1, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk, CCO*

PROPOSED

**COUNTY OF TUSCOLA
DOG ORDINANCE**

An ordinance adopted for the purpose of providing general animal control within Tuscola County, for the licensing and regulating of dogs and kennels, providing penalties for the violation thereof, establishing a municipal ordinance violations bureau and repealing other inconsistent ordinances.

THE COUNTY OF TUSCOLA ORDAINS:

Section 1. Preamble

The County of Tuscola deeming it advisable in the interest of protecting the public health and safety and welfare and to regulate and control the conduct, keeping and care of dogs, and provide for the orderly and uniform administration of the dog licensing provisions of the State of Michigan and in particular Act 339 of the Public Acts of 1919 as amended, does hereby adopt the following revised dog ordinance which is to be enforced by Tuscola County Animal Control, under the direction of the Chief Animal Control Officer.

Section 2. Definitions

2.1 “*Animal Control Officer*” means any person employed by the County for the purpose of enforcing this Ordinance or state statutes pertaining to animals, and all persons and deputies employed by the County to act in the same or a similar manner.

2.2 “*At Large*” means, except when hunting, an animal which is not on the premises of the owner and not under the control of a person either by leash, cord, chain, or otherwise.

2.3 “*Bureau*” means the County Municipal Ordinance Violations Bureau, as established by this chapter.

2.4 “*County*” means the County of Tuscola of the State of Michigan.

2.5 “*Hunting*” means allowing a dog to range freely within the sight or sound of its owner while in the course of pursuing legal game.

2.6 “*Municipal civil infraction citation*” or “*citation*” means a written complaint or notice prepared by an authorized County official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

2.7 “*Municipal ordinance violation notice*” or “*notice*” means a written notice, other than a citation, prepared by an authorized County official, directing a person to appear at the County Municipal Ordinance Violations Bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the County, as authorized under Section 8396 and 8707(6) of the Revised Judicature Act of 1961, as amended.

2.8 “*Owner*” when applied to the proprietorship of a dog means every person having a right of property in the dog, and every person who keeps or harbors the dog or has it in his or her care, and every person who permits the dog to remain on or about any premises occupied by him.

2.9 “*Person*” means any adult individual, corporation, society, co-partnership, limited partnership, limited liability company, association, or any other entity.

2.10 “*Person with a disability*” means a person who has a disability as defined by the Americans With Disabilities Act of 1990, 42 USC 12102. The definition of a “*person with disability*” includes a veteran who has been diagnosed with post-traumatic stress disorder, traumatic brain injury, or other service-related disabilities.

2.11 “*Service dog*” means any dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service dog must be directly related to the person’s disability. Any crime deterrent effects of a dog’s presence and / or the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

2.12 “*Dog in service training*” means a dog owned by, and being trained by, a partnership, corporation, non-profit organization, or other legal entity that trains service dogs for use by a person with a disability.

Section 3. Running at Large

3.1 **Female Dogs.** It shall be unlawful for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she in in heat, unless the female dog is held properly in leash.

3.2 **Stray Dogs.** It shall be unlawful for any owner to allow any dog, except working dogs such as leader dogs, farm dogs, hunting dogs, and other such dogs, when accompanied by their owner or his authorized agent, while actively engaged in activities for which such dogs are trained, to stray unless held properly in leash.

Section 4. Licensing, Regulation and Kennels

4.1 **License Requirements.** It shall be unlawful for any person:

- (a) To own any dog four (4) months old or over, unless the dog is licensed as hereinafter provided;
- (b) To own any dog four (4) months old or over that does not at all times wear a collar with a tag approved by the Director of Agriculture, attached as provided, except when engaged in lawful hunting accompanied by its owner or custodian; or
- (c) To remove any license tag from a dog, except the owner.

4.2 **License Application.** The owner of a dog that is 4 or more months old shall apply to the treasurer of the County for a license for each dog owned or kept by him or her, pursuant to the following:

- (a) The Owner shall apply for a license annually on or before the last day of the month of expiration of the dog's current rabies vaccination or prior to expiration of a current license;
- (b) The application shall state the breed, sex, age, color, and markings of the dog, and the name and address of the last previous owner;
- (c) Except as provided in subsection (d), the application shall be accompanied by a valid certificate of a current vaccination for rabies, with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian. The certificate for vaccination for rabies shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion;
- (d) If the application is submitted electronically, the owner of the dog is not required to provide a valid certificate of a current vaccination for rabies if the dog was licensed the previous year and the dog's current rabies vaccination on record with the treasurer of the county where the owner resides is still valid;
- (e) The owner of a dog that is required to be licensed under this section shall keep the dog currently vaccinated against rabies by an accredited veterinarian with a vaccine licensed by the United States Department of Agriculture.

4.3 Unlicensed and Young Dogs.

- (a) A person who becomes owner of a dog that is four (4) or more months old and that is not already licensed shall apply for a license within 30 days.
- (b) A person who owns a dog that will become four (4) months old and that is not already licensed shall apply for a license within thirty (30) days after the dog becomes four (4) months old.

4.4 License Fees. The license fee for all dogs and kennels shall be as outlined in the attached **Exhibit A**, hereby incorporated, which may be amended by the Board of Commissioners from time to time.

- (a) Valid dog licenses issued by other counties within Michigan, and any other governmental agencies shall be honored in Tuscola County until they expire, provided that the owner provides a copy of the current license to the Treasurer's office within thirty (30) days of moving to Tuscola County.
- (b) License fees for service dogs or dogs in service training are waived.
- (c) For any dog that has been adjudicated a Dangerous Animal pursuant to Act 426 of the Public Acts of 1988, as amended (MCL 287.321), the applicable license fees scheduled above shall be increased by \$25.00.

4.5 Production of Proof of License. A person who owns or harbors a dog shall produce proof of a valid dog license upon request of a person who is authorized to enforce this Ordinance.

4.6 Transfer of License. No license or license tag issued for one (1) dog shall be transferable to another dog. Whenever the ownership or possession of any dog is permanently transferred from one (1) person to another within the same county, the license of such dog may be likewise transferred, upon proper notice given to the county treasurer who shall note such transfer upon his or her record. This Ordinance does not require the procurement of a new license, or the

transfer of a license already secured, when the possession of a dog is temporarily transferred, for the purpose of hunting game, or for breeding, trial or show in the state of Michigan.

4.7 Loss of License Tag. If any dog license tag is lost, it shall be replaced without cost by the Tuscola County Treasurer, one time per valid license period, upon application by the owner of the dog and upon production of such license and a sworn statement of the facts regarding loss of such tag.

4.8 Kennel Health Permit. In order to obtain a kennel license, any person who owns, keeps or operates a kennel at any single location within the boundaries of Tuscola County except in cities, villages, or townships with their own animal control agency, shall; (1) within thirty (30) calendar days prior to the start of such operation, or; (2) a person which has been previously issued a kennel license shall apply for a new kennel license by June 1st of each year, to the County Treasurer's Office, which shall issue such license if the kennel is in compliance with Sections 10 and 11 of Act 339, of the Public Acts of 1919, as amended, being Sections 287.270 and MCL §287.271, and with any applicable ordinance of the city, village or township in which it is located. The County Treasurer will not issue a kennel license to any person who has been denied a kennel license by the city, village or township where they reside. Failure to apply for a kennel license within the prescribed time limits will result in a late fee as outlined in Exhibit A, hereby incorporated, and as may be amended by the Board of Commissioners from time to time.

4.9 Kennel Inspection. Animal Control Officers shall have the right to inspect any kennel in the Tuscola County in order to determine whether said kennel is in compliance with this Ordinance and the State Statute. If the kennel has been issued a license, it shall be the duty of the Animal Control Officer to suspend said license if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of Act 339 of the Public Acts of 1919, as amended, being MCL §287.270, and the rules of the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the ability to revoke said license if such conditions are not corrected within a designated reasonable time

Section 5. Chief Animal Control Officer Duties, Authority and Responsibilities

5.1 Requirements. A Chief Animal Control Officer shall be hired by the County and shall serve as the head of Tuscola County Animal Control; provided, however, that the Chief Animal Control Officer and all Animal Control Officers shall have and meet the minimum requirements contained in MCLA 287.289b; MSA 12.540(2).

5.2 Duties and Authority. The Chief Animal Control Officer and his/her designees shall have the following duties and authority:

- (a) The Chief Animal Control Officer is authorized to investigate any complaints of violations of this Ordinance or state laws regarding animals.
- (b) The Chief Animal Control Officer may promptly seize, take up and place in the animal shelter, or contracted services provider, including a state licensed humane society, dogs being kept or harbored or found running at large any place within Tuscola County contrary to the provisions of this Ordinance or the statutes of the State.
- (c) The Chief Animal Control Officer and his/her designees shall have the legal authority and duty to issue appearance tickets, citations or summonses to those

persons acting contrary to the provisions of this Ordinance or state laws relating to animals.

- (d) It shall be the further duties of the Chief Animal Control Officer to enforce the provisions of the Ordinance and the statutes of the state pertaining to dogs and other animals, and he may make a complaint to the appropriate District Court or other appropriate court in regard to any violation thereof.
- (e) All suspensions and/or revocations of licenses as provided for herein, shall be in accordance with such rules and regulations as are adopted from time to time by the Board of Commissioners.
- (f) All fees and monies collected by Tuscola County Animal Control shall be accounted for and turned over to the Treasurer on a weekly basis under the standard practices of the Treasurer's accounting system.

Section 6. Impoundment

6.1 Impoundment by Animal Control Officer. All dogs found running at large as defined in Section 3 of this Ordinance may be seized and impounded by an Animal Control Officer at an authorized shelter. If the animal is non-vicious or non-dangerous and its owner can be ascertained and is available, an Animal Control Officer may return the Animal to its owner, and may cite the owner of the animal for any violation that has occurred.

6.2 Notification of Owner. Immediately after impounding an animal, if the owner of the animal can be identified by collar, license, tag, or by other means, an Animal Control Officer shall notify the owner about the animal's impoundment by first class mail. The Animal Control Officer shall inform the owner of the steps necessary to regain custody of the animal.

- (a) The Chief Animal Control Officer or a duly recognized service provider under contract with Tuscola County may dispose of impounded animals which are not claimed within the state statutory holding periods in a manner set forth by the terms of this ordinance or applicable state law.

6.3 Redeeming Impounded Animals. An owner may redeem an animal from impoundment by executing a sworn statement of ownership, furnishing a license and tag, as required by this Ordinance and State laws and paying all expenses associated with the seizure and impoundment of the animal.

6.4 Adoption of Impounded Animals. An impounded animal not redeemed by its owner may be adopted pursuant to policies and procedures established by the Chief Animal Control Officer. Any such policies and procedures for adoption established by the Chief Animal Control Officer shall comply with State law and this Ordinance. Adoption fees shall be as outlined in the attached **Exhibit A**, hereby incorporated, which may be amended by the Board of Commissioners from time to time

6.5 Impoundment Fees. The impoundment fees for all impounded dogs shall be as outlined in the attached **Exhibit A**, hereby incorporated, which may be amended by the Board of Commissioners from time to time

Section 7. Penalties and Enforcement

7.1 **State Law Offenses.** Violations of the Ordinance that are also violations of State law may be prosecuted under either at the discretion of the Chief Animal Control Officer or other authorized County official.

7.2 **Municipal Civil Infraction Citations.** A person who violates this Ordinance shall be deemed responsible for a municipal civil infraction, the penalty for which, shall be a civil fine plus any cost, damages, expenses and other sanctions, as authorized under Chapter 87 of 1961 PA 236, as amended, being MCL 600.8701 et seq., and other applicable laws.

7.3 **Authorized County Officials.** The Chief Animal Control Officer, his/her designees, and deputies, and deputies of the Tuscola County Sheriff's office are the County officials authorized to issue municipal civil infraction citations and municipal civil infraction violation notices for violations of this Ordinance.

- (a) Municipal civil infractions may be issued by an authorized enforcement official when he/she personally observes the violation.
- (b) A municipal civil infraction may also be issued by an authorized enforcement official who after investigation has reasonable cause to believe that a violation occurred and it is approved by the Prosecuting Attorney prior to its issuance.

7.4 **Issuance of Municipal Civil Infraction Citations.** Municipal civil infraction citations shall be issued and served by authorized County officials as follows:

- (a) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.
- (b) The place for appearance specified in a citation shall be the district court.
- (c) Each citation shall be numbered consecutively and shall be in a form approved by the State Court Administrator. The original citation shall be filed with the district court. Copies of the citation shall be retained by the County and issued to the alleged violator as provided by Section 8705 of the Revised Judicature Act of 1961, as amended.
- (d) A citation for a municipal civil infraction, signed by an authorized County official shall be treated as if it were made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature of the official "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief."
- (e) An authorized County official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.

7.5 **Service of Municipal Civil Infractions.** Municipal civil infraction citations shall be served by an authorized County official as follows:

- (a) Except as provided by Section 7.4(b), hereof, an authorized County official shall personally serve a copy of the citation upon the alleged violator.
- (b) If the municipal civil infraction action involves the use or occupancy of land, a building or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building or structure by posting the copy on the land or attaching the copy

to the building or structure. In addition, a copy of the citation shall be sent by first class mail to the owner of the land, building or structure at the owner's last known address.

7.6 Municipal Civil Infraction Citations; Contents. A municipal civil infraction citation shall contain:

- (a) The name and address of the alleged violator, the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court and the time at or by which the appearance shall be made; and
- (b) The citation shall inform the alleged violator that he or she may do one of the following: (1) admit responsibility for the municipal civil infraction by mail, in person or by representation, at or by the time specified for appearance, (2) admit responsibility for the municipal civil infraction “with explanation” by mail, by the time specified for appearance, or in person or by representation, or (3) deny responsibility for the municipal civil infraction by appearing in person for an informal hearing before a judge or district court magistrate without representation by an attorney or by appearing in person for a formal hearing before a judge or district court magistrate with the opportunity of being represented by an attorney.
- (c) Further, the citation shall inform the alleged violator of all of the following:
 - (i) That if the alleged violator desires to admit responsibility “with explanation” in person or by representation, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance;
 - (ii) That if the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time to appear for a hearing, unless a hearing date is specified on the citation;
 - (iii) That a hearing shall be an informal hearing unless a formal hearing is requested by the alleged violator or the County;
 - (iv) That at an informal hearing the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney; and
 - (v) That at a formal hearing the alleged violator must appear in person before a judge with the opportunity of being represented by an attorney.
- (d) The citation shall contain a notice in boldfaced type that the failure of the alleged violator to appear within the time specified in the citation or at the time scheduled for a hearing or appearance is a misdemeanor and will result in entry of a default judgment against the alleged violator on the municipal civil infraction.

7.7 Fines. A person, corporation or firm, who accepts responsibility for, or is found responsible for a municipal civil infraction under this Ordinance, shall pay a civil fine consistent with the following:

- (a) \$100 per offense for violations of Section 3 of this Ordinance; and
- (b) \$75 per offense for violations of Section 4 of this Ordinance.

A copy of the fine schedule, as amended from time to time, shall be posted at the Tuscola County Treasurer's office.

Section 8. Municipal Ordinance Violations Bureau

8.1 **Establishment.** The County hereby establishes a Municipal Ordinance Violations Bureau, to accept admissions of responsibility for municipal civil infractions in response to municipal ordinance violation notices issued and served by authorized County officials, and to collect and retain civil fines and costs as prescribed by this Ordinance or any ordinance.

8.2 **Location, Supervision, rules and regulations; employees.** The Bureau shall be located at the County Treasurer's office and shall be under the supervision and control of the treasurer. The Treasurer, subject to the approval of the Tuscola County Board of Commissioners, shall adopt rules and regulations for the operation of the Bureau and appoint any necessary qualified employees to administer the Bureau.

8.3 **Disposition of Violations.** The Bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled and for which a municipal ordinance violation notice has been issued. The fact that a fine has been scheduled for a particular violation shall not entitle any person to dispose of the violation at the Bureau. Nothing in this section shall prevent or restrict the County from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in a court of competent jurisdiction. No person shall be required to dispose of a municipal civil infraction violation at the Bureau, and may have the violation processed before a court of appropriate jurisdiction. The unwillingness of any person to dispose of any violation at the Bureau shall not prejudice the person or in any way diminish the person's rights, privileges and protection accorded by law.

8.4 **Scope of Authority.** The scope of the Bureau's authority shall be limited to accepting admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as a result of those admissions. The Bureau shall not accept payment of a fine from any person who denies having committed the offense, who admits responsibility only with explanation or who requests a hearing, and in no event shall the Bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to an alleged violation.

8.5 **Contents of Municipal Ordinance Violation Notices.** Municipal ordinance violation notices shall be issued and served by authorized County officials under the same circumstances and upon the same persons as are provided for municipal civil infraction citations in Section 12 hereof. In addition to any other information required by this Ordinance or any other ordinance, the violation notice shall indicate the time by which the alleged violator must appear at the Bureau, the methods by which an appearance may be made, the address and telephone number of the Bureau, the hours during which the Bureau is open, the amount of the fine scheduled for the alleged violation and the consequences for failure to appear and pay the required fine within the required time.

8.6 **Appearance; Payment of Fines and Costs.** An alleged violator receiving a municipal ordinance violation notice shall appear at the Bureau and pay the specified fine and

costs at or by the time specified for appearance in the municipal ordinance violation notice. An appearance may be made by mail, in person or by representation.

8.7 Procedure Where Admission of Responsibility is not made or Fine is not Paid. If an authorized County official issues and serves a municipal ordinance violation notice and if an admission of responsibility is not made and the civil fine and cost, if any, prescribed by the schedule of fines for the violation are not paid at the Bureau, a municipal civil infraction citation may be filed with the district court and a copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided by Sections 8705 and 8709 of the Revised Judicature Act of 1961, as amended, but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

8.8 Civil Penalties. A schedule of civil fines payable to the Municipal Ordinance Violations Bureau for admissions of responsibility by persons served with municipal ordinance violation notices under this Ordinance or any other ordinance is hereby established and shall be equal to those civil fines established by **Exhibit A** hereof. A copy of the schedule, as amended from time to time, shall be posted at the Municipal Ordinance Violations Bureau.

Section 9. Treasurer's Records and Duties

9.1 Record of Licenses. The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in Tuscola County. Such records shall contain the name and address of the person to whom each license is issued. In the case of all individual licenses, the record shall also state the breed, sex, age, color and markings of the dog; and in the case of a kennel license, it shall state the place where the business is conducted. The record shall be a public record and open to inspection during business hours. The Treasurer shall keep a record of all license fees collected.

Section 10. Miscellaneous

10.1 Rules of Construction. When not inconsistent with the context, words used in the present tense include the future and past tenses. Words in the singular include the plural and words in the plural include the singular. Masculine includes the feminine and neuter. Words or terms not defined in this Ordinance shall be interpreted in accordance with their common meaning. The words "shall" and "will" are mandatory and not merely directive. Headings are inserted for convenience and shall not limit or increase the scope of any provision or Section of this Ordinance.

10.2 Severability. If any part of this Ordinance shall be held unconstitutional or void, such part shall be deemed severable and its invalidity shall not affect the remaining parts of this Ordinance.

10.3 Safety Clause. Tuscola County hereby finds, determines, and declares that this Ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the cities of the County, the County, and the inhabitants.

10.4 **Repeal and Savings Clause.** All Ordinances or parts of Ordinances inconsistent with this Ordinance are repealed to the extent they are in conflict with this Ordinance. However, any and all civil and criminal actions arising out of any Ordinance repealed by this Ordinance which are pending in a court of this State, or otherwise vested on the effective date of this Ordinance shall not abate and shall be saved and may proceed to conclusion pursuant to the terms of the repealed Ordinance.

Section 11. Adoption and Effective Date of Ordinance

11.1 This Ordinance shall be adopted only after a majority of the Commissioners elected and serving shall vote in favor of its adoption. The Clerk of the Board of Commissioners shall then endorse this Ordinance and the Chairperson of the County Board of Commissioners shall sign this Ordinance, which shall then be certified by the Clerk before it is considered adopted. This Ordinance shall then take effect seven (7) days after the date that it is published in a newspaper of general circulation in Tuscola County. The County Clerk shall certify the publication.

Effective (date) _____

Chairman, Board of Commissioners

Clerk, Board of Commissioners

I, _____, Clerk of the Circuit Court for said County of Tuscola do hereby certify that the foregoing is a true copy of a record now remaining in the Office of the Clerk of said County and Court. In testimony whereof, I have hereunto set my hand, and affixed the seal of said Court and County, at the City of Caro, this ____ day of _____, 2022.

EXHIBIT A

LICENSE AND FEE SCHEDULE

<u>LICENSE TYPE</u>	<u>ONE YEAR LICENSE</u>
SEXED ANIMAL	\$25.00
SEXED ANIMAL - SENIOR CITIZEN/VETERAN DISCOUNT	\$20.00
SPAYED/NEUTERED ANIMAL	\$20.00
SPAYED/NEUTERED ANIMAL - SENIOR CITIZEN/VETERAN DISCOUNT (SENIOR CITIZENS 55 AND OVER)	\$15.00

<u>LICENSE TYPE</u>	<u>3 YEAR LICENSE</u>
SEXED ANIMAL	\$70.00
SEXED ANIMAL - SENIOR CITIZEN/VETERAN DISCOUNT	\$55.00
SPAYED/NEUTERED ANIMAL	\$50.00
SPAYED/NEUTERED ANIMAL - SENIOR CITIZEN/VETERAN DISCOUNT	\$40.00

<u>LICENSE TYPE</u>	<u>ONE YEAR LICENSE</u>
KENNEL - PER 10 TAGS (DOGS)	\$70.00

<u>ADDITIONAL FEE TYPE</u>	<u>AMOUNT</u>
DANGEROUS ANIMAL FEE IN ADDITION TO LICENSE FEE	\$25.00
DELINQUENT FEE IN ADDITION TO LICENSE FEE	\$10.00
IMPOUND FEE 1ST OFFENSE	\$35.00
IMPOUND FEE 2ND OFFENSE	\$70.00
IMPOUND FEE 3RD OFFENSE	\$140.00
IMPOUND FEE 4TH OFFENSE	\$280.00
IMPOUND FEE 5TH OFFENSE	\$560.00
IMPOUND FEE 6TH OFFENSE	\$1,120.00

<u>ADOPTION FEES</u>	
DOG ADOPTION (INCLUDES SPAY/NEUTER, VACCINES, DEWORMING AND FLEA AND TICK TREATMENT AS NEEDED)	\$125.00
CAT ADOPTION FEE (INCLUDES SPAY/NEUTER, VACCINES, DEWORMING AND FLEA AND TICK TREATMENT AS NEEDED)	\$90.00

<u>CITATION FINES</u>	<u>AMOUNT</u>
VIOLATION OF SECTION 3 OF DOG ORDINANCE	\$100.00
VIOLATION OF SECTION 4 OF DOG ORDINANCE	\$75.00

Ashley Bennett

TUSCOLA COUNTY TREASURER



125 W. LINCOLN STREET
CARO, MICHIGAN 48723

989-672-3890

December 1, 2022

Tuscola County Board of Commissioners,

It is my understanding that the Board is considering adopting an updated dog ordinance. Part of that process includes setting a dog license process. The proposed updated ordinance ratifies the County's current practice of basing the timing for dog license applications on the animal's date of rabies vaccine. Please accept this letter as my acceptance of this resolution and animal licensing process as required by MCL 287.266.

Regards,

Ashley Bennett

Ashley Bennett
Tuscola County Treasurer

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 ____ day of December, 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 ACCEPTING AND RATIFYING PREVIOUS ACCEPTANCE OF THE PROVISIONS OF MICHIGAN'S DOG LAW 2022-21

WHEREAS, Tuscola County desires to accept and reaffirm its acceptance of the provisions of Michigan's Dog Law, PA 339 of 1919.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, pursuant to MCL 287.270, does hereby accept and ratify its prior acceptance of the provisions of Michigan's Dog Law, PA 339 of 1919, effective immediately.

Ayes:

Nays:

Resolution declared adopted on this _____ day of December, 2022.

Thom Bardwell
Chairman of the Tuscola County Board of Commissioners

I, the undersigned, Clerk of Tuscola County, 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 Regular Meeting held on December _____, 2022.

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

PROPOSED

Draft - CLEMIS COSTS - Tuscola Central Dispatch
(Fill in the Quantity for which Items/Features you want)

Estimated Costs for One PSAP/Central Dispatch Agency - as of 11/28/2022 28-Nov-22

Comments

Recurring Annual Charges (if agency participates)

	Qty	Each	Amount	
CLEMIS Membership (MCOLES FTE's) (*1)	58	\$ 63.00	\$ 3,654.00	(All PD's plus MSP) Price increase July 2023 to \$65.00 each
MDC Participation Fee (per MDC)		\$ 1,094.00	\$ -	Priced including CLEMIS provided Wireless carrier
Live Scan Participation Maintenance w/o printer (*2) 4/1/2017		\$ 3,711.00	\$ -	
Live Scan Participation Maintenance with printer (*2) 4/1/2017		\$ 4,167.00	\$ -	
Mugshot Participation,Capture Workstation Maintenance (*3)		\$ 4,000.00	\$ -	
Mugshot Investigative Software Only (if no Capture Workstation)		\$ 2,000.00	\$ -	
Jail Management Software Participation (each bed)		\$ 129.00	\$ -	
CrimeMapping.com		\$ 300.00	\$ -	
CAD Monthly Backup wireless access	12	\$ 43.00	\$ 516.00	
ASE Fiber Line 12-Month Connectivity and Monitoring 24/7 (*5)			\$ -	Fiber provided by Tuscola IT who supports circuit
CLEMIS 24x7 Site Monitoring	12	\$200.00	\$ 2,400.00	
TOTAL Recurring Charges			\$ 6,570.00	

- Notes:**
- *1 CLEMIS updates the # of FTEs based on MCOLES Fall Report once a year, Centralized Dispatch member costs are \$63.00 per MCOLES Officer. Tuscola County (Estimated 58 Officers)
 - *2 Safran Morpho Livescan Device
 - *3 Dynamic Imaging PictureLink Mugshot Capture Workstation
 - *4 25% CLEMIS Consortium Discount - cost for LEADS dependent on # of MCOLES FTE's
 - *5 Connectivity method will need to be determined.

Potential One-Time Charges

MDC Dell PC purchase (*6)		\$ 2,900.00	\$ -	
MDC Docking Station		\$ 600.00	\$ -	
MDC Mounting Kit		\$ 555.00	\$ -	*Mounting Kit price may vary by Vehicle Type.
Cradlepoint (in-car) Modem /Antenna (*6)		\$ 1,500.00	\$ -	*Estimated price for FirstNet Cradlepoint
Brother Printers		\$ 900.00	\$ -	
Card Readers (License Swipes)		\$ 50.00	\$ -	
Premier Brother Paper - 36 Rolls / Case		\$ 100.00	\$ -	
MDC installation (*7)		\$ 700.00	\$ -	** Optional Cost - Agency can use their own install (car outfitter) Vendor. ** If using own vendor contact them for costs.
CAD Antenna Extension	1	\$ 1,000.00	\$ 1,000.00	May not be needed - will preform on site signal test
CAD Backup Wireless Hardware	1	\$ 1,013.00	\$ 1,013.00	
CAD workstation w/3 monitors (*8)	4	\$ 1,700.00	\$ 6,800.00	
CAD Lantronix (911 to CAD population device)	1	\$ 200.00	\$ 200.00	
CAD Dispatch Printer	1	\$ 500.00	\$ 500.00	HP506N
ASE Fiber Connection fee		\$ 3,000.00	\$ -	
WAN Hardware & Installation (estimate)		\$ 11,000.00	\$ -	Network Hardware already installed.
Local Area Network (*9)			\$ -	(To be determined upon site review)
Historical Data Conversion / Load to CLEMIS (*10)			\$ -	
GIS Mapping update price (*11)			\$ -	\$146.00 hr GIS labor if needed
Livescan / Fingerprint Device (*12)		\$ 39,000.00	\$ -	
Mugshot Capture Workstation (*13)		\$ 15,000.00	\$ -	
Mugshot Installation, Lights and Electrical work (*14)		\$ 6,200.00	\$ -	May not be needed upon site review
Jail Management Start up Costs (*15)			\$ -	
TOTAL One-Time Charges			\$ 9,513.00	
TOTAL Recurring and One-Time Costs			\$16,083.00	

Notes:
Software Included in CLEMIS Membership Fees:

(You will no longer need to pay your current vendor for this software):

- * CAD Dispatch Software
- *Police Records / Report Writing
- *Citations/Tickets
- *Crash
- *Activity Logs / Officer's Daily
- *Impounds
- *Talon / LEIN
- *On-line Citizen Police Reporting System
- *Evidence & Property

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*6 Consortium selected "standard" DELL ATG semi-ruggedized laptop available thru blanket contract approx \$2,050 plus \$994 modem may be needed for wireless connection

*7 Oakland County Garage installs MDC's for approximately \$700 (not fixed cost - based on Time & Material)

*8 Normal CAD configuration is 3 monitors - cost will be adjusted accordingly

*9 There may be some Local Area Network (LAN) costs

*10 CLEMIS will charge a fee to evaluate, extract and convert data.

*11 GIS is a high-level estimate and could vary - Oakland County GIS supports Wayne County agencies

*12 This price is for the Safran Morpho Livescan Device

*13 Local Mugshot needs vary

*14 Installation, lights, electrical estimated costs (need Vendor quote)

*15 Jail Management Start up Costs Estimated (need Vendor quote)

CLEMIS will work with agencies on potential use of existing MDCs; each situation will vary

NOTE: Quantity / Amount needs to be entered into fields for calculations, or final cost.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
TUSCOLA COUNTY CENTRAL DISPATCH**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and Tuscola County Central Dispatch ("Public Body") 1303 Cleaver Road, Caro, MI 48723. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the Tuscola County Central Dispatch which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
 - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS
 - Exhibit XI: ArcGIS Online

Exhibit XII: Data Sharing

Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Director Jon Ramirez, 1303 Cleaver Road, Caro, MI 48723.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Thomas Bardwell hereby acknowledges that he/she has been authorized by a resolution of the Tuscola County Central Dispatch, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Thomas Bardwell
Board of Commissioners Chairman

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

**EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY**

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

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- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body’s data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act (“FOIA”) requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body’s data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body’s data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County’s response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body’s data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 2
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 2.5
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 3
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)
 19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

Circuit Court (outside Oakland County - does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

Mobile Data Computers ("MDC")
 WITH County provided wireless **WITHOUT** County provided wireless
 CAD Only WITHOUT County provided wireless

Livescan
 WITH printer **WITHOUT** printer

Mugshot
 Capture Station and Investigative Investigative Only

Jail Management
 CLEMIS Member located in Oakland County
 CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Vendor name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____

Pawn Application

Fire Records Management System In Oakland County
 Phase I Phase II

Fire Records Management System Outside Oakland County

Police, Fire and/or Public Safety Department Data Extract
 In Oakland County Outside Oakland County

Vendor name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____

CRASH Report Payment Amount: _____

Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to:

OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

COUNTY: _____

CLEMIS Division Manager

Date

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

Voucher # Road 2022-1

Date: November 15, 2022

\$1,815,729.93

TO: COUNTY CLERK, TUSCOLA COUNTY, STATE OF MICHIGAN


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

Exp. Vou. No.	Payable To	Amount
	Primary Road Millage	
	PR-318	\$580,153.68
	PR-348	\$102,217.00
	PR-377	\$272,440.58
	PR-438	\$390,114.12
	PR-464	\$105,815.88
	PR-472	\$157,328.24
	PR-480	\$129,749.70
	PR-532	\$77,910.73

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

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

ROAD COMMISSIONERS



CLERK

Tuscola County Road Commission
GL - Function Summary
As of 11/15/2022

Current Period - 11

Function Description	Labor	Fringe	Equipment	Material	Payables	Transfer	Receipt	Overhead	Total
000307 Bray, Ormes to Van Cleve 1.5"	849.12		610.50		376,764.27				378,223.89
000318 Vassar, M-25 to Bay Park Scrub	14,922.24		27,086.70	4,697.74	580,153.68				626,860.36
000348 Chambers, M-46 to M-81 Single	200.68		185.48		102,217.00				102,603.16
000377 Gilford, Unionville to Caro VL	358.60		369.35	178.02	272,440.58				273,346.55
000438 E Dayton, Bevans to Boy Scout	1,086.57		1,430.66	736.75	390,114.12				393,368.10
000444 Millington, N. Lake to Edward	62.59		25.30		119,435.16				119,523.05
000455 Bevans, M-24 to E Dayton Desig	200.68		185.48		90,647.60				91,033.76
000464 McEldowney, BCF to Huron Line					105,815.88				105,815.88
000472 Atkins, Frankennuth to Simpson	463.48		469.90	265.57	157,328.24				158,527.19
000480 Bradleyville, Waterman to M-46	632.61		682.93	94.27	129,749.70				131,159.51
000512 Gilford, Reese to Bradleyville	102.06		63.20		7,591.88				7,757.14
000514 Clifford, M-24 to Hurds Comer					46,891.78				46,891.78
000517 Hurds Comer, M-46 to Bevans D					14,350.61				14,350.61
000528 Cass City, Colwood to M-81 Ser	890.68		1,126.15		40,798.55				42,815.38
000532 E Dayton, Boy Scout to M-24 I.	271.69		208.34		77,910.73				78,390.76
000550 North Lake, Castle-Millington	498.91		471.36	787.53	388,609.33				390,367.13
000573 BCF, Gagetown VL-Cemetery Doubl					7,539.22				7,539.22
000578 Bradleyville, M-46 to M-81 Des					24,884.90				24,884.90
000580 Gilford, Hinson to Unionville									427.18
000607 HRRR Guardrail Grant HRRR Guar	268.20		158.98		13,672.01				13,672.01
000608 County-Wide Guardrail Project	10,476.68		12,145.11	471.87	20,611.68				43,705.34
000617 Fixed Object Removal Grant 202	31,284.79		45,219.44	7,231.75	220,555.92				220,555.92
Total for Fund - 201	31,284.79		45,219.44	7,231.75	3,188,082.84				3,271,818.82
Report Total					19,570,93				3,271,818.82

2023 All Funds Budget Presented by Fund

Fund	Fund Name	2023 Estimated Beginning Fund Balance	2023 Estimated Revenue and Transfers In	2023 Estimated Expenditures and Transfers Out	2023 Estimated Ending Fund Balance
General Fund					
101	Nonspendable	556,000			556,000
	Restricted	-			-
	Committed	5,000			5,000
	Assigned	1,799,248			1,799,248
	Unassigned	7,575,207			5,695,452
	Total General Fund	9,935,455	15,635,479	15,635,479	8,055,700
Special Revenue Funds					
207	<i>Voted Road Patrol</i>	<i>2,263,850</i>	<i>2,854,796</i>	<i>3,223,567</i>	<i>1,895,079</i>
208	County Parks & Recreation	17,754	31,100	26,172	22,682
213	Arbela Township Police Services	-	97,117	97,117	-
214	<i>Voted Primary Road Improvement</i>	<i>608,541</i>	<i>2,034,290</i>	<i>1,805,901</i>	<i>836,930</i>
215	Friend of the Court	7,794	1,118,763	1,122,975	3,582
216	Family Counseling	72,672	5,500	5,000	73,172
218	Dispatch/911	778,314	1,291,900	1,345,370	724,844
221	Health Department	2,589,674	4,647,434	4,629,966	2,607,142
224	Regional DWI Court Grant	78,960	306,113	257,785	127,288
225	Vassar Township Police Services	-	97,556	97,556	-
230	<i>Recycling</i>	<i>178,385</i>	<i>421,450</i>	<i>376,559</i>	<i>223,276</i>
231	Juvenile Mental Health				
232	Millington Township Police Services	-	193,587	193,587	-
233	New Mental Health Grant for Courts	905	114,430	114,430	905
236	Victim Services	214	99,147	99,147	214
239	Animal Shelter	2,309	334,650	335,925	1,034
240	<i>Voted Mosquito Abatement</i>	<i>1,075,719</i>	<i>1,328,871</i>	<i>1,285,306</i>	<i>1,119,284</i>
244	Equipment Fund	146,333	462,300	462,300	146,333
246	County Veteran Service Grant	19,823	64,052	64,052	19,823
249	Building Inspection Fund	73,679	550,200	522,700	101,179
250	CDBG Housing Program Income	18,560	20,000	25,000	13,560
251	Principal Residence Exemption	47,613	53,100	42,890	57,823
252	Remonumentation	-	67,047	67,047	-
255	Victim of Crime Act Grant	-	92,704	92,704	-
256	Register of Deeds Automation	100,964	52,450	51,350	102,064
258	Geographic Information Systems	191,855	107,100	103,843	195,112
260	Indigent Defense (MIDC)	12,500	1,390,371	1,401,691	1,180
261	Homeland Security	-	20,000	20,000	-
263	Concealed Pistol Licensing	194,871	48,200	56,560	186,511
265	Corrections Officer Training	11,333	11,200	11,200	11,333

266	Forfeiture Sheriff/Prosecutor/Crime Victim	86,414	5,000	5,000	86,414
269	Law Library	42,098	6,500	6,500	42,098
270	American Rescue Plan Act (ARPA)	-	-	-	-
273	Coronavirus Emgcy Supp Funding	-	-	-	-
279	Voted MSU-Extension	65,791	210,034	207,547	68,278
285	Michigan Justice Training	6,742	4,000	4,000	6,742
288	Human Services Child Care	400,874	246,550	383,100	264,324
292	Child Care Probate Juvenile	220,464	698,900	807,891	111,473
293	Soldiers Relief	31,727	-	25,000	6,727
295	Voted Veterans	69,803	357,956	375,926	51,833
296	Voted Bridge	544,247	1,013,630	871,711	686,166
297	Voted Senior Citizens	102,637	672,605	735,486	39,756
298	Voted Medical Care Facility	723,087	530,083	713,273	539,897
	Special Revenue Funds Total	\$ 10,786,506	\$ 21,660,686	\$ 22,073,134	\$ 10,374,058
	Debt Service Funds				
352	Pension Bonds	-	487,630	487,630	-
353	Pension Bond Health Department	-	189,875	189,875	-
374	Purdy Building Debt	-	74,643	74,643	-
375	Caro Sewer System	-	426,597	426,597	-
379	Mayville Storm Sewer	-	78,950	78,950	-
385	Denmark Sewer System	-	102,481	102,481	-
387	Wisner Water	-	152,306	152,306	-
	Debt Service Funds Total	\$ -	\$ 1,512,482	\$ 1,512,482	\$ -
	Capital Project Funds				
470	State Police Capital Expenditures	209,212	53,322	10,500	252,034
483	Capital Improvements Fund	1,570,577	491,100	491,100	1,570,577
488	Jail Capital Improvement Fund	992,481	-	-	992,481
	Capital Project Funds Total	\$ 2,772,270	\$ 544,422	\$ 501,600	\$ 2,815,092
	Internal Service Funds				
676	Motor Pool (Child Care Vehicle)	1,819	5,000	5,000	1,819
677	Workers Compensation	21,159	220,000	200,000	41,159
678	Health Insurance	842,165	-	-	842,165
	Other Funds Total	\$ 865,143	\$ 225,000	\$ 205,000	\$ 885,143
	Proprietary Funds				
291	Medical Care Facility	6,333,424	23,526,324	23,791,324	6,068,424
532	Tax Foreclosure Fund	1,797,104	575,000	575,375	1,796,729
626	Combined Revolving Tax Fund	6,105,650	600,415	600,415	6,105,650
	Proprietary Funds Total	\$ 14,236,178	\$ 24,701,739	\$ 24,967,114	\$ 13,970,803
	Total All Funds	\$ 38,595,552	\$ 64,279,808	\$ 64,894,809	\$ 36,100,796

Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
ESTIMATED REVENUES						
Dept 000 - CONTROL						
101-000-402.253	CURRENT TAX	6,106,706	6,627,766	7,725,551	7,054,432	7,054,432
101-000-402.891	CURRENT TAX WIND REVENUE	1,556,211	1,435,348		1,309,163	1,309,163
101-000-425.253	TRAILER PARK FEES	4,108	3,500	4,100	3,500	3,500
101-000-439.000	RECREATIONAL MARIJUANA TAX PAYMEN	84,004	282,268	282,267	360,000	360,000
101-000-447.253	SUMMER COLLECTIONS	68,968	110,000	68,829	110,000	110,000
101-000-452.441	BLDG CODES SCMCCI	421,728				
101-000-476.215	MARRIAGE LICENSES	1,650	1,500	1,655	1,500	1,500
101-000-505.352	COMMUNITY CORRECTIONS GRANT	1,775	1,000		1,000	1,000
101-000-506.253	CIVIL DEFENSE	45,601	46,418		46,418	46,418
101-000-530.130	TITLE IV-E CPLR GRANT	2,564	4,000	3,714	4,000	4,000
101-000-541.253	JUDGES SALARY	258,631	252,960	188,731	276,994	276,994
101-000-544.136	DISTRICT COURT CASEFLOW ASSIST.	7,309	15,000	7,953	15,000	15,000
101-000-544.215	DRUG CASEFLOW FUND CIRCUIT CRT	144	500	408	500	500
101-000-544.253	MARINE SAFETY	14,090	13,900		12,500	12,500
101-000-545.253	SECONDARY ROAD PATROL	92,218	60,000	57,620	60,000	60,000
101-000-562.301	SSI INCENTIVE SHERIFF	800	5,000		1,000	1,000
101-000-563.253	CO-OP REIMBURSEMENT-PROSECUTOR	84,498	78,000	56,364	81,200	81,200
101-000-573.253	LOCAL COMM STABILIZATION PPT REIM	4,155	24,420	29,218		
101-000-574.253	STATE SALES TAX/REV SHARE	1,154,286	1,170,296	1,001,619	1,287,326	1,287,326
101-000-577.253	STATE HOTEL LIQUOR TAX	111,750	110,000	103,647	130,000	130,000
101-000-578.253	STATE PAYMENTS COURTS	200,160	220,000	93,746	224,400	224,400
101-000-580.253	STATE JURY REIMB	22,107	20,000	157	20,000	20,000
101-000-590.215	CERTIFIEDS CLERK	41,213	35,500	39,848	35,500	35,500
101-000-601.136	PROBATION FEES-DISTRICT COURT	125,144	141,000	90,909	145,000	145,000
101-000-602.136	COURT COSTS-DISTRICT COURT	246,790	280,000	195,852	280,000	280,000
101-000-602.143	COURT COSTS FOC	11,840	10,200	6,856	10,200	10,200
101-000-602.215	CIRCUIT COURT COSTS	138,564	140,000	95,702	164,000	164,000
101-000-603.136	BOND COSTS	1,340	3,000	2,400	3,000	3,000
101-000-604.136	MIP DEFERRAL PROGRAM		150		150	150
101-000-605.136	SCREENING ASSESSMENT FEES	15,368	20,000	10,705	18,155	18,155
101-000-607.215	DNA ASSESSMENT CO SHARE	1,561	2,000	969	2,000	2,000
101-000-607.301	DNA ASSESSMENT SHERIFF	3,903	3,800	2,498	3,800	3,800
101-000-608.136	INTENSIVE PROBATION FEES	1,345	10,000	400	2,000	2,000
101-000-608.215	BENCH WARRANT FEE	2,017	5,500	1,895	5,000	5,000
101-000-608.301	SEX OFFENDERS REGIST CO SHARE	1,300	2,000	1,820	2,000	2,000
101-000-609.215	WAIVER-MARRIAGE LICENSE 3 DAY	1,710	1,500	1,150	1,500	1,500
101-000-610.132	ADMIN FEES/FAMILY DIVISION	21,922	18,000	14,040	20,000	20,000
101-000-610.148	SERVICE FEES-PROBATE COURT	43,991	41,000	44,805	50,000	50,000
101-000-611.215	DBA/CO-PARTNERSHIP - CLERK	2,900	3,000	2,661	3,000	3,000
101-000-612.236	TRANSFER TAX	245,476	175,000	224,522	255,000	255,000
101-000-613.236	RECORDING FEE	267,648	230,000	205,507	240,000	240,000
101-000-614.215	CLERK FEES	6,510	8,500	9,999	10,000	10,000
101-000-614.236	COPIES - R.O.D	2,502	5,000	4,311	5,000	5,000
101-000-615.215	SEARCHES - CIRCUIT COURT	10,050	7,000	4,317	7,000	7,000
101-000-615.236	SEARCHES	85	50	25	50	50
101-000-616.215	MOTION FEES - CIRCUIT COURT	5,815	7,000	5,608	7,000	7,000
101-000-617.132	FILING FEE-FAMILY DIVISION	465	800	279	800	800
101-000-617.215	JURY/ENTRY/FORENSIC FEES	13,839	13,500	11,143	15,000	15,000
101-000-617.253	BC/BS ADMINISTRATIVE FEE	2,190	2,500	2,127	2,500	2,500
101-000-618.215	NOTARY BOND FILING FEES	864	1,200	816	1,500	1,500
101-000-618.253	NOTARY FEES COUNTY TREASURER	170	300	245	300	300
101-000-618.301	MORTGAGE SALES	650	2,500	1,550	2,500	2,500
101-000-619.136	CIVIL FEES-DISTRICT COURT	134,983	150,000	116,052	150,000	150,000

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
ESTIMATED REVENUES						
Dept 000 - CONTROL						
101-000-619.301	DRUG TESTING SHERIFF FEE	70	1,500	1,075	1,500	1,500
101-000-620.132	COLLECTION FEES/FAMILY DIV	1,889	3,500	1,420	3,500	3,500
101-000-620.215	LATE FEES	733	1,500	561	1,500	1,500
101-000-620.722	AIRPORT ZONING APPLICATION FEES	400			400	400
101-000-621.215	COURT FEES CIRCUIT COURT	325	400	305	400	400
101-000-623.215	FUNERAL HOME CORRECTIONS				20	20
101-000-624.215	VICTIMS RIGHTS ADMIN FEE	3,668	3,300	3,436	4,000	4,000
101-000-624.253	TAX CERTIFICATIONS	9,625	7,500	7,425	7,500	7,500
101-000-625.215	VOTER REGIST. PROCESSING	536	100	22		
101-000-625.236	CO SHARE OF MSSR FEE	643	500	426	600	600
101-000-625.253	TAX SEARCHES	1,529	2,000	17	2,000	2,000
101-000-626.225	TAX ADMINISTRATION-FEES	22,471	20,000	5,707	20,000	20,000
101-000-626.253	INHERITANCE TAX FEES		10			
101-000-626.259	IS SERVICE COMPUTERS		1,500		1,500	1,500
101-000-626.352	WORK CREW CHARGE FOR SVCS		1,000	740	1,000	1,000
101-000-627.259	IS WEB SERVICE		2,000	33	1,000	1,000
101-000-628.259	COLLECTION FEES/INFO SYS		50	41	50	50
101-000-628.301	D.O.C. DETAINER	3,290	15,000	4,010	6,000	6,000
101-000-629.253	SALES	7,635	3,000	1,384	3,000	3,000
101-000-630.301	FORECLOSURE ADJOURNMENT POSTINGS	1,262	2,000	1,344	2,000	2,000
101-000-631.301	REPORT COPIES	45	100	25	100	100
101-000-633.301	BOAT LIVERY INSPECTION	60	100	78	100	100
101-000-634.301	DIVERTED FELON PROGRAM	99,960	120,000	41,050	120,000	120,000
101-000-635.301	INMATE PHONE REVENUES	53,318	40,000	32,235	50,000	50,000
101-000-636.301	CHARGE TO PRISONERS	37,017	40,000	25,284	40,000	40,000
101-000-637.301	SHERIFF DAY REPORT		1,000		1,000	1,000
101-000-638.301	WORK RELEASE	22,340	40,000	7,277	30,000	30,000
101-000-640.259	PROPERTY TAX EXPORT		5,000		5,000	5,000
101-000-642.236	ROD ONLINE COPY FEES	63,054	55,000	47,197	65,000	65,000
101-000-642.301	WEAPON SALES-JAIL	4,599	4,500		4,500	4,500
101-000-644.191	ELECTION PROGRAMMING		35,000		19,000	19,000
101-000-645.236	ROD POSTAGE FEES	242	300	274	400	400
101-000-646.301	AUCTION SALE		500		500	500
101-000-647.301	CANTEEN SALES	47,845	45,000	36,545	50,500	50,500
101-000-655.253	BOND FORFEITURES-TREASURER	10,410	21,000	18,485	16,000	16,000
101-000-656.136	BOND FORFEITURES-DIST. COURT	24,374	35,000	17,720	35,000	35,000
101-000-657.136	ORDINANCE FINES DISTRICT COURT	8,227	15,000	8,431	15,000	15,000
101-000-657.137	ORDINANCE FINES MAGISTRATE	(30)	100		100	100
101-000-657.215	COURT FINES		500		100	100
101-000-658.253	RETURN CHECK CHARGE	125	300	350	300	300
101-000-659.136	WARRANT FEES-DISTRICT COURT	8,942	16,000	8,316	10,000	10,000
101-000-664.253	INTEREST SUMMER TAX COLLECTIONS	26,182	30,000	25,275	30,300	30,300
101-000-665.253	INTEREST EARNINGS	67,777	65,000	37,170	65,000	65,000
101-000-667.253	THUMB CELLULAR TOWER RENT	5,440	5,500	5,133	5,500	5,500
101-000-667.369	RENT ON COUNTY FARM	7,840	9,016		7,840	7,840
101-000-668.253	LEASE PAYMENT HUMAN SVCS	332,491	332,500	304,784	332,491	332,491
101-000-672.333	INDIRECT REVENUE-SECONDARY ROAD	3,380				
101-000-672.390	USE OF FUND BALANCE					703,400
101-000-674.254	REIMB TNU (LOCAL FUNDS)	7,954	12,000	6,566	12,000	12,000
101-000-674.301	REIMBURSEMENTS-FOC WARRANTS	192	600	281	600	600
101-000-674.331	CONTRIBUTIONS MARINE PROGRAM	300	500	500	500	500
101-000-676.060	DRAIN RESTITUTION-EMBEZZLEMENT		100		100	100
101-000-676.130	REIMB MENTAL HEALTH EVALUATIONS	2,000	2,000	1,210	2,000	2,000

Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
ESTIMATED REVENUES						
Dept 000 - CONTROL						
101-000-676.132	REIMB COUNSELING CIRCUIT/FAMILY	96	100	8	100	100
101-000-676.215	REIMBURSEMENTS-G A L ATTYN FEE	16,350	20,000	6,538	20,000	20,000
101-000-676.225	REIMB SPONSORED EDUCATION	1,100	1,100		1,100	1,100
101-000-676.227	REIMB CITY OF CARO CONTRACT	29,377	29,380	24,420	29,380	29,380
101-000-676.229	REIMBURSEMENTS PROSECUTOR	1,328	1,500	792	1,500	1,500
101-000-676.253	REIMBURSEMENTS-TREASURER	2,584	4,500	1,538	4,500	4,500
101-000-676.259	IT REIMBURSEMENTS	87	500		500	500
101-000-676.270	REIMBURSEMENTS ARPA FUNDS		175,000			
101-000-676.301	REIMBURSEMENTS-SHERIFF	42,458	33,000	34,943	40,000	40,000
101-000-676.306	REIMB WEIGH MASTER SVCS	89,758	84,000	71,992	84,000	84,000
101-000-677.191	REIMB - SCHOOL ELECTION COST	5,747	5,000		6,000	6,000
101-000-677.215	REIMB CRT APPT ATTY FEES	2,236	5,000	3,037	5,000	5,000
101-000-677.301	REIMB MED SVCS SHERIFF	16,803	15,000	17,534	15,000	15,000
101-000-678.132	STATE TAX LEIN FEE	12	50		50	50
101-000-678.191	REIMB-TWP ELECTION SUPPLIES	747	2,000	1,960	1,000	1,000
101-000-678.301	REIMB DDJR				500	500
101-000-679.191	REIMB SPECIAL ELECTION SUPPLIES		30,000			
101-000-679.215	REIMB DE NOVO TRANS		100		100	100
101-000-679.301	ICS REIMBURSEMENTS		6,000	5,672	5,000	5,000
101-000-683.253	REIMB COURT ADMIN SVCS		2,500		2,500	2,500
101-000-684.253	MEDICAL MARIJUANA COUNTY SHARE			2,617		
101-000-684.301	MEDICAL MARIJUANA SHERIFF			436		
101-000-689.253	REIMB LOCAL GOV KCI TAX PROCESS		50,000	8,290	50,000	50,000
101-000-691.301	SHERIFF MISC REVENUE	666	2,000	1,361	2,000	2,000
101-000-694.130	CASH OVER/SHORT UNIFIED CRT	(100)				
101-000-694.215	CASH-OVER/SHORT	28		58		
101-000-694.253	CASH-OVER/SHORT	291		(8,189)		
101-000-698.292	INDIRECT COST 10% ADMIN PYMT CCF	33,573	85,000	62,620	70,000	70,000
101-000-699.020	HEALTH DEPT LEASE	85,676	85,676	79,893	105,676	105,676
101-000-699.207	ROAD PATROL INDIRECT COSTS	91,105	44,965	44,965	44,965	59,488
101-000-699.215	INDIRECT COST - FOC	210,464	155,750	155,750	155,750	201,682
101-000-699.218	INDIRECT COSTS - DISPATCH FUND	98,930	31,497	31,497	31,497	83,989
101-000-699.221	INDIRECT COST - HEALTH DEPT	12,627	13,528	13,528	13,528	18,361
101-000-699.230	INDIRECT COSTS-RECYCLING	33,968	15,268	15,268	15,268	15,753
101-000-699.240	INDIRECT COST - MOSQUITO	93,478	25,262	25,262	25,262	62,497
101-000-699.251	TRANSFER IN PRINCIPAL EXEMPTION	12,890	12,890	12,890	12,890	12,890
101-000-699.255	INDIRECT COST - VOCA FUND	7,405	6,000	4,844	6,000	6,000
101-000-699.270	TRANSFER IN PROV GOV SVCS		1,002,458	6,883,096		
101-000-699.279	INDIRECT COST VOTED MSU	1,140	610	610	610	697
101-000-699.295	INDIRECT COST VOTED VET	9,283	7,950	7,950	7,950	3,735
101-000-699.297	INDIRECT COST - SENIOR CITIZENS F	8,697	4,707	4,707	4,707	5,826
101-000-699.298	INDIRECT COST - MEDICAL CARE FAC	1,973	1,463	1,463	1,463	1,051
101-000-699.441	INDIRECT COST-BLDG CODES	18,747				
101-000-699.626	TRANSFER IN REVOLVING TAX FUND	497,179	717,481		600,415	600,415
Totals for dept 000 - CONTROL		13,910,481	15,475,587	18,894,072	14,780,000	15,635,479
TOTAL ESTIMATED REVENUES		13,910,481	15,475,587	18,894,072	14,780,000	15,635,479
APPROPRIATIONS						
Dept 101 - BOARD OF COMMISSIONERS						
101-101-703.000	SALARIES SUPERVISION	68,623	68,361	61,787	73,237	73,237
101-101-703.020	HEALTH INSURANCE INCENTIVE	3,854	2,000	1,808		
101-101-707.000	SALARIES - PER DIEM	6,645	15,000	4,875		

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 101 - BOARD OF COMMISSIONERS						
101-101-710.000	WORKERS COMPENSATION	619	745	797	1,465	1,465
101-101-711.000	HEALTH & DENTAL INSURANCE	66,381	76,100	55,387	89,000	89,000
101-101-715.000	F.I.C.A.	5,392	5,230	4,259	5,603	5,603
101-101-717.000	LIFE INSURANCE	234	278	145	158	158
101-101-718.000	RETIREMENT	8,705	12,212	14,225	10,638	10,638
101-101-718.100	POB IN LIEU OF RETIREMENT	12,092	10,888	11,106	15,120	15,120
101-101-727.000	SUPPLIES, PRINTING & POSTAGE	1,055	900	738	1,000	1,000
101-101-809.000	MEMBERSHIPS & SUBSCRIPTIONS	10,347	10,460	10,347	11,000	11,000
101-101-851.010	CELLULAR PHONE	1,560	2,140	1,877	2,140	2,140
101-101-861.000	TRAVEL	3,944	6,600	1,867	6,600	6,600
101-101-901.000	ADVERTISING	4,409	2,000	2,333	2,000	2,000
101-101-957.000	EMPLOYEE TRAINING	910	1,000	334	1,000	1,000
Totals for dept 101 - BOARD OF COMMISSIONERS		194,770	213,914	171,885	218,961	218,961
Dept 104 - SPECIAL PROGRAMS						
101-104-804.100	BANK FEES	1,694	2,000	1,442	2,000	2,000
101-104-835.000	HEALTH SERVICES	1,523	1,500	1,828	1,500	1,500
101-104-837.000	FSA - ADMIN FEE	2,723	2,600	2,799	2,600	2,600
101-104-964.000	TAX REFUNDS & REBATES	22,477	9,000		9,000	9,000
101-104-965.000	APPROPRIATIONS	5,088	12,000	7,011	12,000	12,000
101-104-965.050	POSTAGE FOR METER	(1,150)		2,241		
101-104-965.060	DEBIT CARD PAYMENTS	46				
101-104-965.070	SPECIAL PROGRAMS	1,705	25,000	2,016	25,000	25,000
Totals for dept 104 - SPECIAL PROGRAMS		34,106	52,100	17,337	52,100	52,100
Dept 130 - UNIFIED COURT						
101-130-703.000	SALARIES SUPERVISION	248,776	247,858	228,866	257,247	257,247
101-130-704.000	SALARIES PERMANENT	960,640	957,960	851,053	996,765	996,765
101-130-704.020	HEALTH INSURANCE INCENTIVE	3,014	1,120	1,085		
101-130-704.030	DISABILITY PLAN	8,641	7,983	7,255	8,046	8,046
101-130-704.040	UNUSED SICKTIME PAYOUT	10,156	10,000		41,652	41,652
101-130-705.000	SALARIES PT TIME TEMPORARY	17,860	28,000			
101-130-706.000	SALARIES OVERTIME	312	1,500	130	3,000	3,000
101-130-710.000	WORKERS COMPENSATION	10,425	13,102	13,699	25,913	25,913
101-130-711.000	HEALTH & DENTAL INSURANCE	415,107	346,169	307,637	445,000	445,000
101-130-715.000	F.I.C.A.	85,891	87,366	76,194	90,957	90,957
101-130-717.000	LIFE INSURANCE	1,078	1,230	646	751	751
101-130-718.000	RETIREMENT	97,629	130,596	133,191	112,154	112,154
101-130-718.100	POB IN LIEU OF RETIREMENT	63,822	54,824	59,077	79,382	79,382
101-130-719.000	UNEMPLOYMENT	1,877	200	141		
101-130-727.000	SUPPLIES, PRINTING & POSTAGE	48,556	45,000	34,928	45,000	45,000
101-130-728.000	SCREENING ASSESSMENT		1,500	1,496	1,500	1,500
101-130-729.000	WESTLAW	5,704	8,000	5,228	8,000	8,000
101-130-730.000	STATE TAX LEIN/COLLECTION	2,100	2,100	1,722	2,100	2,100
101-130-731.000	UNDERGROUND RECORD STORAGE	630	1,400	525	1,400	1,400
101-130-746.000	UNIFORMS & ACCESSORIES	20	2,000	20	2,000	2,000
101-130-801.000	CONTRACTED SERVICES	24,329	14,000	10,483	16,000	16,000
101-130-801.010	COURT APPOINTED COUNSEL	231,431	250,000	216,651	270,500	270,500
101-130-801.020	CRT APPT APPEAL OF RIGHT	16,044	25,000	19,888	30,000	30,000
101-130-801.023	ADVISORY COUNSEL	2,893	15,000	1,043	15,000	15,000
101-130-801.030	GAL ATTORNEY FEES	22,760	28,000	17,840	28,000	28,000
101-130-801.040	GUARDIANSHIP SERVICES	526	1,200	264	1,200	1,200
101-130-801.050	MEDIATION		500		500	500

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 130 - UNIFIED COURT						
101-130-801.080	COURT APPT DD CONTRACT	6,000	6,500	5,073	7,000	7,000
101-130-802.000	MENTAL HEALTH EVALUATIONS	1,200	7,000	8,825	7,000	7,000
101-130-805.010	STENO TRANSCRIPTS	1,014	7,000	534	5,000	5,000
101-130-805.020	STENO APPEAL TRANSCRIPTS	9,096	25,000	7,458	25,000	25,000
101-130-806.000	JURY FEES, MEALS, TRAVEL	33,542	75,000	23,380	75,000	75,000
101-130-809.000	MEMBERSHIP & SUBSCRIPTIONS	4,464	5,000	2,946	6,000	6,000
101-130-820.000	VISITING JUDGE	6,480	35,000	6,151	35,000	35,000
101-130-851.000	TELEPHONE	1,714	2,000	1,536	2,000	2,000
101-130-851.010	CELLULAR PHONE	1,774	2,500	1,478	2,500	2,500
101-130-861.000	TRAVEL	1,139	5,000	3,948	5,000	5,000
101-130-934.000	OFFICE EQUIPMENT REPAIR & MAINT		1,000	298	1,000	1,000
101-130-957.000	EMPLOYEE TRAINING	2,150	12,700	1,970	14,900	14,900
101-130-982.000	BOOKS	179	1,000	369	1,000	1,000
101-130-990.000	LEASE PAYMENTS		1,000		1,000	1,000
Totals for dept 130 - UNIFIED COURT		2,348,973	2,467,308	2,053,028	2,669,467	2,669,467
Dept 133 - TITLE IV CPLR GRANT						
101-133-801.099	TITLE IV-E CPLR GRANT	2,916	1,651	3,897	2,000	2,000
Totals for dept 133 - TITLE IV CPLR GRANT		2,916	1,651	3,897	2,000	2,000
Dept 147 - JURY COMMISSION						
101-147-707.000	SALARIES - PER DIEM	1,500	1,500	750	1,500	1,500
101-147-715.000	F.I.C.A.	115	115	57	115	115
101-147-727.000	SUPPLIES, PRINTING & POSTAGE	6,796	4,176	5,924	7,500	7,500
Totals for dept 147 - JURY COMMISSION		8,411	5,791	6,731	9,115	9,115
Dept 151 - ADULT PROBATION						
101-151-727.000	SUPPLIES, PRINTING & POSTAGE	1,461	3,000	3,112	4,000	4,000
101-151-920.000	UTILITIES	6,154	10,000	6,400	10,000	10,000
Totals for dept 151 - ADULT PROBATION		7,615	13,000	9,512	14,000	14,000
Dept 191 - ELECTION						
101-191-707.000	SALARIES - PER DIEM	150	2,000	600	800	800
101-191-710.000	WORKERS COMP	4				
101-191-715.000	F.I.C.A.	38	153	46		
101-191-718.000	RETIREMENT	17				
101-191-727.000	SUPPLIES, PRINTING & POSTAGE	1,836	80,847	54,279	25,000	25,000
101-191-727.020	PURCHASE OF ELECTIONS EQUIPT.		700			
101-191-727.030	SUPPLIES - REIMB.	3,351	30,000	40,389	10,000	10,000
101-191-861.000	TRAVEL	121	800	325	1,000	1,000
101-191-957.000	TRAINING	184	1,500	1,053	1,800	1,800
Totals for dept 191 - ELECTION		5,701	116,000	96,692	38,600	38,600
Dept 202 - ACCOUNTING SERVICES						
101-202-801.000	BASE ALL FUND AUDIT	37,740	38,000	38,000	39,000	39,000
101-202-801.010	COST ALLOCATION PLAN	7,000	7,000		9,500	9,500
101-202-801.030	OTHER FINANCIAL/ACCT. SVCS.	2,705	3,000	1,205	3,000	3,000
Totals for dept 202 - ACCOUNTING SERVICES		47,445	48,000	39,205	51,500	51,500
Dept 211 - LEGAL COUNSEL						
101-211-802.000	GENERAL LEGAL	131,106	100,000	84,259	80,000	80,000
101-211-803.000	LABOR COUNCIL	32,820	20,000	8,895	30,000	30,000

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 211 - LEGAL COUNSEL						
	Totals for dept 211 - LEGAL COUNSEL	163,926	120,000	93,154	110,000	110,000
Dept 215 - CLERK						
101-215-703.000	SALARIES SUPERVISION	64,331	65,969	60,126	69,268	69,268
101-215-704.000	SALARIES PERMANENT	241,536	254,343	228,474	268,199	268,199
101-215-704.020	HEALTH INSURANCE INCENTIVE	892				
101-215-704.030	DISABILITY PLAN	2,312	2,274	1,943	2,120	2,120
101-215-704.040	UNUSED SICK TIME PAYOUT	1,537	1,600			
101-215-706.000	SALARIES OVERTIME		11,500	768	11,500	11,500
101-215-710.000	WORKERS COMPENSATION	2,611	3,491	3,590	6,749	6,749
101-215-711.000	HEALTH & DENTAL INSURANCE	131,633	107,337	97,778	142,400	142,400
101-215-715.000	F.I.C.A.	23,066	24,504	21,379	25,816	25,816
101-215-717.000	LIFE INSURANCE	390	444	231	252	252
101-215-718.000	RETIREMENT	24,813	24,048	26,477	23,646	23,646
101-215-718.100	POB IN LIEU OF RETIREMENT	24,150	21,776	22,388	30,241	30,241
101-215-727.000	SUPPLIES, PRINTING & POSTAGE	13,525	14,000	8,610	16,500	16,500
101-215-727.010	DELINQUENT CRT FINES/COSTS		2,000			
101-215-809.000	MEMBERSHIPS & SUBSCRIPTIONS	840	1,400	282	1,600	1,600
101-215-851.010	CELLULAR PHONE	275	500	25	500	500
101-215-861.000	TRAVEL	341	600	90	800	800
101-215-957.000	EMPLOYEE TRAINING	869	2,000	1,556	2,200	2,200
101-215-965.020	TECHNOLOGY	5,720	6,240	5,720	6,240	6,240
	Totals for dept 215 - CLERK	538,841	544,026	479,437	608,031	608,031
Dept 223 - CONTROLLER						
101-223-703.000	SALARIES SUPERVISION	92,248	95,876	72,618	100,670	100,670
101-223-703.040	UNUSED SICK TIME PAYOUT	2,148	2,200			
101-223-704.000	SALARIES PERMANENT	186,034	193,208	176,586	210,819	210,819
101-223-704.030	DISABILITY PLAN	2,481	2,401	2,117	2,309	2,309
101-223-704.040	UNUSED SICK TIME PAYOUT	3,125	2,000			
101-223-706.000	SALARIES OVERTIME	457	465			
101-223-710.000	WORKERS COMPENSATION	2,380	3,151	3,153	6,230	6,230
101-223-711.000	HEALTH & DENTAL INSURANCE	103,312	76,345	69,517	89,000	89,000
101-223-715.000	F.I.C.A.	20,378	22,115	18,181	23,829	23,829
101-223-717.000	LIFE INSURANCE	238	278	145	158	158
101-223-718.000	RETIREMENT	22,426	23,064	27,463	24,583	24,583
101-223-718.100	POB IN LIEU OF RETIREMENT	15,252	13,934	13,992	18,900	18,900
101-223-727.000	SUPPLIES, PRINTING & POSTAGE	4,392	6,500	5,171	7,000	7,000
101-223-809.000	MEMBERSHIPS & SUBSCRIPTIONS	417	500	64	1,000	1,000
101-223-861.000	TRAVEL	192	500		500	500
101-223-901.000	ADVERTISING		200		200	200
101-223-957.000	EMPLOYEE TRAINING	2,694	1,500	1,274	3,000	3,000
	Totals for dept 223 - CONTROLLER	458,174	444,237	390,281	488,198	488,198
Dept 225 - EQUALIZATION						
101-225-703.000	SALARIES SUPERVISION	75,742	77,740	70,243	81,627	81,627
101-225-704.000	SALARIES PERMANENT	84,635	89,598	80,357	94,596	94,596
101-225-704.030	DISABILITY PLAN	1,401	1,454	1,190	1,337	1,337
101-225-704.040	UNUSED SICK TIME PAYOUT	1,742	1,700			
101-225-705.000	SALARIES - TEMP	1,600	3,000	980	3,000	3,000
101-225-710.000	WORKERS COMPENSATION	1,392	1,857	1,886	3,524	3,524
101-225-711.000	HEALTH & DENTAL INSURANCE	61,988	45,354	41,257	53,400	53,400
101-225-715.000	F.I.C.A.	11,804	13,031	11,191	13,481	13,481

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 225 - EQUALIZATION						
101-225-717.000	LIFE INSURANCE	140	167	85	95	95
101-225-718.000	RETIREMENT	7,275	7,312	9,328	8,747	8,747
101-225-718.100	POB IN LIEU OF RETIREMENT	8,961	8,166	8,226	11,340	11,340
101-225-727.000	SUPPLIES, PRINTING & POSTAGE	958	1,500	1,281	1,500	1,500
101-225-809.000	MEMBERSHIPS & SUBSCRIPTIONS	1,352	1,800	1,540	1,800	1,800
101-225-861.000	TRAVEL	480	1,000	443	1,000	1,000
101-225-957.000	EMPLOYEE TRAINING	383	1,000	335	1,000	1,000
101-225-957.200	SPONSORED EDUCATION	1,100				
Totals for dept 225 - EQUALIZATION		260,953	254,679	228,342	276,447	276,447
Dept 227 - CITY OF CARO ASSESMENT CONTR						
101-227-704.000	SALARIES PERMANENT	5,019	5,000	4,519	5,000	5,000
101-227-704.030	DISABILITY PLAN	43	45	36	45	45
101-227-710.000	WORKERS COMPENSATION	43	50	57	50	50
101-227-715.000	F.I.C.A.	386	383	346	383	383
101-227-717.000	LIFE INSURANCE	3	4	2	4	4
101-227-718.000	RETIREMENT	278	368	366	368	368
101-227-718.100	POB IN LIEU OF RETIREMENT	190	200	169	200	200
101-227-727.000	SUPPLIES, PRINTING & POSTAGE	235	500	18	500	500
Totals for dept 227 - CITY OF CARO ASSESMENT CON		6,197	6,550	5,513	6,550	6,550
Dept 229 - PROSECUTOR						
101-229-703.000	SALARIES SUPERVISION	101,108	103,683	93,713	108,867	108,867
101-229-704.000	SALARIES PERMANENT	320,386	323,319	306,139	351,470	351,470
101-229-704.020	HEALTH INSURANCE INCENTIVE		1,600	431		
101-229-704.030	DISABILITY PLAN	2,876	2,845	2,423	2,643	2,643
101-229-704.040	UNUSED SICK TIME PAYOUT	4,310	4,000			
101-229-705.000	SALARIES - PART/TIME	28,446	48,397	27,796	20,442	20,442
101-229-706.000	SALARIES OVERTIME	29,319	26,312	24,592		
101-229-710.000	WORKERS COMPENSATION	4,033	5,163	5,625	9,616	9,616
101-229-711.000	HEALTH & DENTAL INSURANCE	144,638	106,186	97,778	150,000	150,000
101-229-715.000	F.I.C.A.	36,253	36,237	33,814	36,780	36,780
101-229-717.000	LIFE INSURANCE	336	384	203	221	221
101-229-718.000	RETIREMENT	33,294	43,264	45,434	40,500	40,500
101-229-718.100	POB IN LIEU OF RETIREMENT	22,074	18,809	20,421	26,461	26,461
101-229-727.000	SUPPLIES, PRINTING & POSTAGE	5,703	9,500	4,690	9,500	9,500
101-229-729.000	WESTLAW	8,279	7,500	2,046	7,500	7,500
101-229-801.000	CONTRACTED SERVICES		2,000	1,648	2,000	2,000
101-229-805.010	STENO TRANSCRIPTS	1,749	2,500	1,553	2,500	2,500
101-229-805.020	STENO APPEAL TRANSCRIPTS		500		500	500
101-229-807.000	WITNESS FEES & TRAVEL	2,678	10,000	9,679	10,000	10,000
101-229-809.000	MEMBERSHIPS & SUBSCRIPTIONS	6,081	500	4,530	500	500
101-229-861.000	TRAVEL		900	644	900	900
101-229-862.000	TRAVEL - EXTRADITIONS	3,558	4,200		4,200	4,200
101-229-934.000	OFFICE EQUIP REPAIRS & MAINT.	5,880	2,500	942	2,500	2,500
101-229-957.000	EMPLOYEE TRAINING		2,750	780	2,750	2,750
101-229-982.000	BOOKS	1,562	1,000	1,005	1,000	1,000
Totals for dept 229 - PROSECUTOR		762,563	764,049	685,886	790,850	790,850
Dept 230 - CO-OP REIMBURSEMENT-PROSECUTOR						
101-230-704.000	SALARIES PERMANENT	136,399	146,636	129,638	150,692	150,692
101-230-704.030	DISABILITY PLAN	1,261	1,318	1,088	1,187	1,187
101-230-704.040	UNUSED SICK TIME PAYOUT	1,567	1,600			

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 230 - CO-OP REIMBURSEMENT-PROSECUTOR						
101-230-710.000	WORKERS COMPENSATION	1,172	1,576	1,624	3,014	3,014
101-230-711.000	HEALTH & DENTAL INSURANCE	61,988	43,852	41,257		
101-230-715.000	F.I.C.A.	10,152	11,058	9,492	11,528	11,528
101-230-717.000	LIFE INSURANCE	139	172	87	95	95
101-230-718.000	RETIREMENT	10,183	12,156	13,218	10,966	10,966
101-230-718.100	POB IN LIEU OF RETIREMENT	8,169	8,411	7,800	11,340	11,340
101-230-727.000	SUPPLIES, PRINTING & POSTAGE	1,140	1,175	679	1,175	1,175
101-230-801.000	CONTRACTED SERVICES		210	108	210	210
101-230-957.000	EMPLOYEE TRAINING			35		
Totals for dept 230 - CO-OP REIMBURSEMENT-PROSEC		232,170	228,164	205,026	190,207	190,207
Dept 236 - REGISTER OF DEEDS						
101-236-703.000	SALARIES SUPERVISION	64,331	65,969	59,626	69,268	69,268
101-236-704.000	SALARIES PERMANENT	106,907	108,639	100,858	115,798	115,798
101-236-704.020	HEALTH INSURANCE INCENTIVE	3,977	2,000	1,808		
101-236-704.030	DISABILITY PLAN	959	983	815	889	889
101-236-704.040	UNUSED SICK TIME PAYOUT		200			
101-236-705.000	SALARIES - PT/TEMP	23,257	26,347	17,177	27,586	27,586
101-236-706.000	SALARIES OVERTIME	74	200	8	200	200
101-236-710.000	WORKERS COMPENSATION	1,700	2,190	2,238	4,253	4,253
101-236-711.000	HEALTH & DENTAL INSURANCE	41,325	60,604	41,257	71,200	71,200
101-236-715.000	F.I.C.A.	14,853	15,373	13,339	16,268	16,268
101-236-717.000	LIFE INSURANCE	188	222	116	126	126
101-236-718.000	RETIREMENT	13,097	14,724	15,852	13,571	13,571
101-236-718.100	POB IN LIEU OF RETIREMENT	12,202	10,888	11,194	15,120	15,120
101-236-727.000	SUPPLIES, PRINTING & POSTAGE	1,802	4,450	1,898	5,000	5,000
101-236-809.000	MEMBERSHIPS & SUBSCRIPTIONS	410	505	410	450	450
101-236-861.000	TRAVEL	522	520	979	1,000	1,000
101-236-957.000	EMPLOYEE TRAINING	359	1,925	1,924	1,500	1,500
101-236-960.000	ON LINE COMPUTER SVCS	4,400	4,800	4,000	4,800	4,800
Totals for dept 236 - REGISTER OF DEEDS		290,363	320,539	273,499	347,029	347,029
Dept 253 - TREASURER						
101-253-703.000	SALARIES SUPERVISION	64,331	65,969	59,626	69,268	69,268
101-253-704.000	SALARIES PERMANENT	32,655	38,004	34,988	40,268	40,268
101-253-704.020	HEALTH INSURANCE INCENTIVE	159	120	108		
101-253-704.030	DISABILITY PLAN	274	295	247	272	272
101-253-706.000	SALARIES OVERTIME	81	315			
101-253-710.000	WORKERS COMPENSATION	840	1,134	1,185	2,191	2,191
101-253-711.000	HEALTH & DENTAL INSURANCE	33,686	34,380	25,983	44,500	44,500
101-253-715.000	F.I.C.A.	6,047	7,961	6,676	8,380	8,380
101-253-717.000	LIFE INSURANCE	92	111	57	63	63
101-253-718.000	RETIREMENT	(307)	4,928	3,743	5,477	5,477
101-253-718.100	POB IN LIEU OF RETIREMENT	9,210	5,444	5,965	7,560	7,560
101-253-727.000	SUPPLIES, PRINTING & POSTAGE	26,935	25,000	17,008	25,000	25,000
101-253-727.010	TAX ADMIN SYSTEM SUPPLIES	8,836	10,000	1,541	10,000	10,000
101-253-799.000	LOCAL GOV TAX PROCESS		50,000	27,098	50,000	50,000
101-253-809.000	MEMBERSHIPS & SUBSCRIPTIONS	1,219	2,000	547	2,000	2,000
101-253-861.000	TRAVEL	183	1,500	36	1,500	1,500
101-253-934.000	OFFICE EQUIPT REPAIR & MAINT	2,189	2,000	1,100	2,000	2,000
101-253-957.000	EMPLOYEES TRAINING	1,466	3,000	175	3,000	3,000
Totals for dept 253 - TREASURER		187,896	252,161	186,083	271,479	271,479

Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 259 - COMPUTER OPERATIONS						
101-259-703.000	SALARIES SUPERVISION	73,889	78,872	71,810	82,815	82,815
101-259-704.000	SALARIES PERMANENT	151,961	167,480	147,078	191,665	191,665
101-259-704.020	HEALTH INSURANCE INCENTIVE	788				
101-259-704.030	DISABILITY PLAN	2,021	2,136	1,741	2,013	2,013
101-259-704.040	UNUSED SICK TIME PAYOUT	4,416	4,500	63		
101-259-706.000	SALARIES OVERTIME	1,310	1,400	1,200		
101-259-710.000	WORKERS COMPENSATION	1,945	2,679	2,711	5,490	5,490
101-259-711.000	HEALTH & DENTAL INSURANCE	92,981	64,024	62,452	89,000	89,000
101-259-715.000	F.I.C.A.	17,291	18,846	16,003	20,998	20,998
101-259-717.000	LIFE INSURANCE	214	263	133	158	158
101-259-718.000	RETIREMENT	10,932	8,788	9,289	11,909	11,909
101-259-718.100	POB IN LIEU OF RETIREMENT	13,731	12,253	12,838	18,900	18,900
101-259-727.000	SUPPLIES, PRINTING & POSTAGE	5,091	5,000	3,021	5,000	5,000
101-259-727.010	SUPPLIES TAX ADMIN. SYSTEM	12				
101-259-809.000	MEMBERSHIPS & SUBSCRIPTIONS	371	500	377	500	500
101-259-851.010	CELLULAR PHONES	1,110	1,800	1,763	1,800	1,800
101-259-861.000	TRAVEL	58	2,500	1,769	2,500	2,500
101-259-957.000	EMPLOYEE TRAINING	332	6,000	5,028	6,000	6,000
101-259-965.020	COMPUTER SERVICE CONTRACTS	372,145	400,400	429,111	400,400	400,400
101-259-965.040	COMPUTER REPAIR & MAINTENANCE	11,151	17,500	19,155	17,500	17,500
101-259-965.801	COMPUTER CONTRACTUAL SVCS		15,000	7,364	15,000	15,000
Totals for dept 259 - COMPUTER OPERATIONS		761,749	809,941	792,906	871,648	871,648
Dept 265 - BUILDING AND GROUNDS						
101-265-703.000	SALARIES SUPERVISION	41,657	42,763	38,633	44,893	44,893
101-265-704.000	SALARIES PERMANENT	113,887	117,468	107,793	123,352	123,352
101-265-704.020	HEALTH INSURANCE INCENTIVE	2,008	2,000	1,808		
101-265-704.030	DISABILITY PLAN	1,427	1,437	1,212	1,322	1,322
101-265-704.040	UNUSED SICK TIME PAYOUT	946	2,000			
101-265-705.000	SALARIES - PT/TEMP	98,097	105,012	90,864	111,272	111,272
101-265-706.000	SALARIES OVERTIME	6,039	5,094	7,491	6,000	6,000
101-265-710.000	WORKERS COMPENSATION	2,169	2,947	2,996	5,590	5,590
101-265-711.000	HEALTH & DENTAL INSURANCE	53,938	54,408	35,786	71,200	71,200
101-265-715.000	F.I.C.A.	19,190	20,681	17,924	21,383	21,383
101-265-717.000	LIFE INSURANCE	171	200	104	114	114
101-265-718.000	RETIREMENT	17,054	21,652	23,651	21,032	21,032
101-265-718.100	POB IN LIEU OF RETIREMENT	10,982	9,799	10,075	13,608	13,608
101-265-719.000	UNEMPLOYMENT	95				
101-265-727.000	SUPPLIES, PRINTING & POSTAGE	10,297	8,000	11,181	10,000	10,000
101-265-746.000	UNIFORMS & ACCESSORIES	3,489	3,500	2,444	3,500	3,500
101-265-747.000	GAS, OIL, GREASE, & ETC.	8,708	8,000	10,031	10,000	10,000
101-265-776.000	JANITORIAL SUPPLIES	22,974	23,000	26,465	24,000	24,000
101-265-801.000	CONTRACTUAL SERVICES		3,000	3,000		
101-265-851.000	TELEPHONE	36,097	35,000	33,598	36,000	36,000
101-265-920.000	UTILITIES	222,247	220,000	213,960	230,000	230,000
101-265-931.000	BLDG. REPAIR & MAINTENANCE	48,856	48,000	53,385	55,000	55,000
101-265-932.000	EQUIPMENT REPAIR & MAINTANCE	68,852	60,000	81,286	70,000	70,000
101-265-933.000	EQUIPT MAINT SVC CONTRACTS	24,218	23,000	9,779	23,000	23,000
101-265-934.000	OFFICE EQUIP REPAIR & MAINT.	9,762	8,000	8,962	9,000	9,000
101-265-936.000	GROUNDS CARE & MAINTENANCE	40,907	46,000	46,889	48,000	48,000
101-265-940.000	SPACE RENT	5,580				
101-265-940.010	PEOPLE'S BLDG LEASE		21,450	18,148	40,000	40,000
101-265-984.000	PHONE SYSTEM LEASE PAYMENTS	5,290	22,000			

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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 265 - BUILDING AND GROUNDS						
101-265-990.000	POSTAGE METER LEASE PITNEY BOWES	5,201	6,200	3,901	6,200	6,200
Totals for dept 265 - BUILDING AND GROUNDS		880,138	920,611	861,366	984,466	984,466
Dept 266 - DHHS BLDG MAINTENANCE						
101-266-705.000	SALARIES - PT/TEMP	19,374	24,959	21,525	26,450	26,450
101-266-710.000	WORKERS COMPENSATION	164	272	258	529	529
101-266-715.000	F.I.C.A.	1,482	1,909	1,647	2,023	2,023
101-266-776.000	JANITORIAL SUPPLIES	1,912	3,500	926	3,500	3,500
101-266-920.000	UTILITIES	20,686	25,000	22,560	25,000	25,000
101-266-931.000	BUILDING REPAIR & MAINT	1,225	2,000	1,560	2,000	2,000
101-266-932.000	EQUIPMENT REPAIR & MAINTANCE	5,315	3,000	3,515	5,000	5,000
101-266-936.000	GROUNDS CARE & MAINT	802	1,000	682	1,000	1,000
Totals for dept 266 - DHHS BLDG MAINTENANCE		50,960	61,640	52,673	65,502	65,502
Dept 275 - DRAIN COMMISSION						
101-275-703.000	SALARIES SUPERVISION	64,331	65,969	59,626	69,268	69,268
101-275-704.000	SALARIES PERMANENT	74,562	78,826	73,169	82,391	82,391
101-275-704.030	DISABILITY PLAN	650	691	552	602	602
101-275-704.040	UNUSED SICK TIME PAYOUT	936	1,216			
101-275-706.000	SALARIES OVERTIME	4,390	2,990	2,850	4,000	4,000
101-275-710.000	WORKERS COMPENSATION	1,222	1,611	1,685	3,033	3,033
101-275-711.000	HEALTH & DENTAL INSURANCE	61,988	45,354	41,257	53,400	53,400
101-275-715.000	F.I.C.A.	10,657	11,306	10,014	11,602	11,602
101-275-717.000	LIFE INSURANCE	143	167	87	95	95
101-275-718.000	RETIREMENT	10,201	18,860	19,871	14,655	14,655
101-275-718.100	POB IN LIEU OF RETIREMENT	9,151	8,166	8,395	11,340	11,340
101-275-727.000	SUPPLIES, PRINTING & POSTAGE	3,106	6,000	5,106	6,000	6,000
101-275-802.000	LEGAL		1,000		1,000	1,000
101-275-809.000	MEMBERSHIP & SUBSCRIPTION	794	1,500	475	1,500	1,500
101-275-851.010	CELLULAR PHONE	1,728	2,500	1,520	2,500	2,500
101-275-861.000	TRAVEL	1,319	2,000	1,128	2,000	2,000
101-275-957.000	EMPLOYEE TRAINING	4,658	8,000	5,237	8,000	8,000
Totals for dept 275 - DRAIN COMMISSION		249,836	256,156	230,972	271,386	271,386
Dept 277 - COURTROOM SECURITY						
101-277-704.000	SALARIES PERMANENT		78,000	63,567	96,233	96,233
101-277-704.030	DISABILITY		700	484	779	779
101-277-705.000	SALARIES PT TEMP		28,000	8,620	28,000	28,000
101-277-706.000	SALARIES OVERTIME		2,000	254	2,000	2,000
101-277-710.000	WORKERS COMPENSATION		3,180	921	1,925	1,925
101-277-711.000	HEALTH & DENTAL INSURANCE		34,500	17,250	35,600	35,600
101-277-715.000	F.I.C.A.		8,109	5,376	7,362	7,362
101-277-717.000	LIFE INSURANCE		60	34	50	50
101-277-718.000	RETIREMENT		868	3,036	4,566	4,566
101-277-718.100	POB IN LIEU OF RETIREMENT		5,568	4,670	7,560	7,560
101-277-932.000	EQUIPMENT REPAIR & MAINTANCE		3,000	3,216	2,500	2,500
101-277-957.000	TRAINING		2,000		2,500	2,500
Totals for dept 277 - COURTROOM SECURITY			165,985	107,428	189,075	189,075
Dept 303 - COURTHOUSE SECURITY						
101-303-704.000	SALARIES PERMANENT	83,406	67,753	52,019	48,376	48,376
101-303-704.010	SHIFT PREMIUM	1		6		
101-303-704.030	DISABILITY PLAN	687	679	423	373	373

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Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 303 - COURTHOUSE SECURITY						
101-303-704.040	UNUSED SICK TIME PAYOUT		962			
101-303-705.000	SALARIES - PT/TEMP	4,537	13,551	25,979	5,179	5,179
101-303-706.000	SALARIES OVERTIME	8,105	11,337	29,475	11,337	11,337
101-303-710.000	WORKERS COMPENSATION	815	845	1,302	1,071	1,071
101-303-711.000	HEALTH & DENTAL INSURANCE	16,521	7,625	12,997	17,800	17,800
101-303-715.000	F.I.C.A.	7,380	5,927	8,187	4,097	4,097
101-303-717.000	LIFE INSURANCE	69	75	30	25	25
101-303-718.000	RETIREMENT	4,283	484	4,742	3,194	3,194
101-303-718.100	POB IN LIEU OF RETIREMENT	5,606	4,983	3,907	3,780	3,780
101-303-814.000	LAUNDRY - EMPLOYEE	185	200	125	200	200
101-303-932.000	EQUIPMENT REPAIR & MAINTANCE	6,038	6,100	6,752	7,000	7,000
Totals for dept 303 - COURTHOUSE SECURITY		137,633	120,521	145,944	102,432	102,432
Dept 304 - SHERIFF - JAIL						
101-304-703.000	SALARIES SUPERVISION	40,231	41,255	37,289	43,318	43,318
101-304-704.000	SALARIES PERMANENT	929,227	1,008,382	844,537	1,038,949	1,038,949
101-304-704.010	SHERIFF JAIL/SHIFT PREMIUM	6,649	5,000	5,937	6,500	6,500
101-304-704.020	HEALTH INSURANCE INCENTIVE	4,669	4,000	4,577		
101-304-704.030	DISABILITY PLAN	7,983	8,124	6,392	8,106	8,106
101-304-704.040	UNUSED SICK TIME PAYOUT	3,845	3,500		4,000	4,000
101-304-705.000	SALARIES - PT/TEMP.	17,673	21,811	27,807	24,000	24,000
101-304-706.000	SALARIES OVERTIME	178,824	150,000	233,395	182,000	182,000
101-304-710.000	WORKERS COMPENSATION	9,978	12,291	14,186	21,135	21,135
101-304-711.000	HEALTH & DENTAL INSURANCE	369,472	299,842	215,595	302,600	302,600
101-304-715.000	F.I.C.A.	89,573	88,743	86,814	82,091	82,091
101-304-717.000	LIFE INSURANCE	1,095	1,286	647	771	771
101-304-718.000	RETIREMENT	102,427	141,768	157,806	122,685	122,685
101-304-718.100	POB IN LIEU OF RETIREMENT	60,626	57,042	58,410	78,375	78,375
101-304-719.000	UNEMPLOYMENT INSURANCE	(2,707)		1,662		
101-304-727.000	SUPPLIES, PRINTING & POSTAGE	6,041	6,500	5,826	6,500	6,500
101-304-741.000	FOOD/SNACKS INMATES	16,556	16,814	14,925	17,000	17,000
101-304-742.000	TIRES/REGISTRATION	26	500	26	700	700
101-304-743.000	KITCHEN SUPPLIES	435	500	301	500	500
101-304-745.000	CLOTHING & BEDDING	4,173	10,000	7,472	12,000	12,000
101-304-746.000	UNIFORMS & ACCESSORIES	7,684	13,000	12,848	10,000	10,000
101-304-747.000	GAS, OIL, GREASE & ETC	4,921	6,000	5,609	7,000	7,000
101-304-748.000	DRUGS & PRESCRIPTIONS	22,432	20,000	11,669	20,000	20,000
101-304-776.000	JANITORIAL SUPPLIES	11,017	12,000	11,215	12,000	12,000
101-304-801.010	CONTRACTUAL INMATE MEDICAL SERVIC	154,102	158,655	158,655	163,155	163,155
101-304-801.020	CANTEEN SERVICES	165,032	180,000	137,896	187,000	187,000
101-304-802.000	INMATE HOUSING/OTHER CO.		9,000		9,000	9,000
101-304-809.000	MEMBERSHIP & SUBSCRIPTIONS	1,013	1,000	105	1,000	1,000
101-304-814.000	LAUNDRY - EMPLOYEE	2,636	2,500	2,540	2,600	2,600
101-304-835.000	JAIL INMATE HEALTH SERVICES	175,187	167,000	93,549	167,000	167,000
101-304-836.000	DRUG TESTING	656	1,200		1,200	1,200
101-304-837.000	MENTAL HEALTH SERVICES	1,185	3,000	3,150	3,500	3,500
101-304-851.000	TELEPHONE	3,573	3,500	3,297	3,500	3,500
101-304-851.010	CELLULAR PHONE	2,515	2,672	2,324	2,672	2,672
101-304-861.000	TRAVEL	706	1,000	318	1,000	1,000
101-304-863.000	INVESTIGATIONS	1,132	1,000	767	1,000	1,000
101-304-902.000	ADVERTISING (HELP BIDS)		100		100	100
101-304-910.000	INSURANCE & BONDS	4,507	8,524	3,640	9,576	9,576
101-304-931.000	EQUIPMENT	18,221	16,500	4,404	16,500	16,500

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Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 304 - SHERIFF - JAIL						
101-304-931.100	ICS EQUIPMENT	12,150		8,807	12,150	12,150
101-304-932.000	EQUIPMENT REPAIR & MAINTANCE	10,009	14,500	9,687	12,000	12,000
101-304-933.000	VEHICLE REPAIR & MAINTENANCE	10	1,500	651	1,500	1,500
101-304-934.000	OFFICE EQUIP REPAIRS & MAINT.	597	1,140	635	1,200	1,200
101-304-935.000	EQUIPMENT/TETHERS	8,544	12,000	3,532	12,000	12,000
101-304-942.000	EQUIPMENT RENTAL	6,884	6,500	6,166	6,500	6,500
101-304-957.000	EMPLOYEE TRAINING	1,097	1,200	542	1,200	1,200
101-304-975.000	FIREARMS AND AMMO	10,031	10,000	825	10,000	10,000
Totals for dept 304 - SHERIFF - JAIL		2,472,637	2,530,849	2,206,435	2,625,583	2,625,583
Dept 324 - WEIGHMASTER ENFORCEMENT						
101-324-704.000	SALARIES PERMANENT	57,587	59,124	54,665	61,174	61,174
101-324-704.010	SHIFT PREMIUM			5		
101-324-704.030	DISABILITY PLAN	460	508	428	467	467
101-324-704.040	UNUSED SICK TIME PAYOUT	998	1,033			
101-324-706.000	SALARIES OVERTIME	370	290	1,828		
101-324-710.000	WORKERS COMPENSATION	495	748	700	1,223	1,223
101-324-711.000	HEALTH & DENTAL INSURANCE	16,500	14,363	11,488	17,800	17,800
101-324-715.000	F.I.C.A.	4,531	5,247	4,322	4,680	4,680
101-324-717.000	LIFE INSURANCE	34	44	23	25	25
101-324-718.000	RETIREMENT	5,170	8,164	10,539	14,357	14,357
101-324-718.100	POB IN LIEU OF RETIREMENT	2,562	2,722	2,426	3,780	3,780
101-324-746.000	UNIFORMS & ACCESSORIES		300		300	300
101-324-814.000	LAUNDRY - EMPLOYEE		100		100	100
101-324-910.000	INSURANCE & BONDS	1,730	3,262	1,067	3,356	3,356
101-324-931.000	EQUIPMENT		200	1,200	200	200
101-324-957.000	TRAINING		200		200	200
Totals for dept 324 - WEIGHMASTER ENFORCEMENT		90,437	96,305	88,691	107,662	107,662
Dept 331 - MARINE SAFETY						
101-331-704.030	DISABILITY	4				
101-331-705.000	SALARIES - PT/TEMP	8,872	6,900	11,676	1,036	1,036
101-331-710.000	WORKERS COMPENSATION	92	90	131	21	21
101-331-715.000	F.I.C.A.	686	527	893	79	79
101-331-717.000	LIFE INSURANCE		20			
101-331-718.100	RETIREMENT/DNR		26			
101-331-727.000	SUPPLIES, PRINTING & POSTAGE		300	33		
101-331-746.000	UNIFORMS & ACCESSORIES	870	200	215	250	250
101-331-747.000	GAS, OIL GREASE & ETC.	1,463	1,800	3,057	1,500	1,500
101-331-910.000	INSURANCE & BONDS	698	1,437	527	1,432	1,432
101-331-932.000	EQUIPMENT REPAIR & MAINTANCE	1,013	1,200	673	1,347	1,347
101-331-941.000	BUILDING RENTAL	400	400	400	400	400
101-331-957.000	EMPLOYEE TRAINING		1,000	1,164		
Totals for dept 331 - MARINE SAFETY		14,098	13,900	18,769	6,065	6,065
Dept 333 - SECONDARY ROAD PATROL						
101-333-704.000	SALARIES PERMANENT	21,346	56,739	46,333	37,500	37,500
101-333-704.010	SEC. RD PATROL/SHIFT PREMIUM	4		22		
101-333-704.030	DISABILITY PLAN	229	499	46	300	300
101-333-704.040	UNUSED SICK TIME PAYOUT	318				
101-333-706.000	SALARIES OVERTIME	15,890	8,693		4,000	4,000
101-333-710.000	WORKERS COMPENSATION	298	669	662	300	300
101-333-711.000	HEALTH & DENTAL INSURANCE	15,125	14,363	1,425	17,800	17,800

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Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 333 - SECONDARY ROAD PATROL						
101-333-715.000	F.I.C.A.	2,870	4,698	3,545	2,868	2,868
101-333-717.000	LIFE INSURANCE	17	44	3	50	50
101-333-718.000	RETIREMENT	4,453	1,604	7,080	2,000	2,000
101-333-718.100	POB IN LIEU OF RETIREMENT	1,890	2,722	1,642	1,500	1,500
101-333-747.000	GAS, OIL, GREASE & ETC.	2,281	2,200	3,292	2,257	2,257
101-333-814.000	LAUNDRY	3				
101-333-851.010	CELLULAR PHONE/AIR CARDS	470	514	476	504	504
101-333-910.000	INSURANCE & BONDS	1,730	3,362	1,067	3,356	3,356
Totals for dept 333 - SECONDARY ROAD PATROL		66,924	96,107	65,593	72,435	72,435
Dept 346 - THUMB AREA NARCOTICS GROUP						
101-346-705.000	SALARIES - PART-TIME	7,208	12,740	4,815	5,000	5,000
101-346-710.000	WORKERS COMPENSATION	64	139	60	50	50
101-346-715.000	F.I.C.A.	551	975	368	383	383
Totals for dept 346 - THUMB AREA NARCOTICS GROUP		7,823	13,854	5,243	5,433	5,433
Dept 352 - COMMUNITY CORRECTIONS SERVICE						
101-352-704.000	SALARIES PERMANENT	37,766	34,650	11,883	54,251	54,251
101-352-704.030	DISABILITY PLAN	338	301	100	380	380
101-352-704.040	SICK TIME PAYOUT	793	1,085			
101-352-710.000	WORKERS COMPENSATION	304	390	125	1,085	1,085
101-352-711.000	HEALTH & DENTAL INSURANCE		12,551			
101-352-715.000	F.I.C.A.	2,957	2,740	907	4,150	4,150
101-352-717.000	LIFE INSURANCE	30	32	7	25	25
101-352-718.000	RETIREMENT	4,764	5,463	1,780	5,066	5,066
101-352-718.100	POB IN LIEU OF RETIREMENT	2,467	1,981	646	3,780	3,780
Totals for dept 352 - COMMUNITY CORRECTIONS SERV		49,419	59,193	15,448	68,737	68,737
Dept 400 - PLANNING COMMISSION						
101-400-707.000	SALARIES - PER DIEM	3,830	3,000	3,200	4,000	4,000
101-400-715.000	F.I.C.A.	290	230	243	306	306
101-400-718.000	RETIREMENT	6		2		
101-400-718.100	POB IN LIEU OF RETIREMENT	47	150	19		
101-400-727.000	SUPPLIES, PRINTING & POSTAGE	10		35		
101-400-861.000	TRAVEL	553	500	954	1,000	1,000
101-400-957.000	EMPLOYEE TRAINING	250	550			
Totals for dept 400 - PLANNING COMMISSION		4,986	4,430	4,453	5,306	5,306
Dept 426 - EMERGENCY SERVICES						
101-426-704.000	SALARIES PERMANENT	63,655	64,633	64,745	70,696	70,696
101-426-704.010	WAGES SHIFT PREMIUM			6		
101-426-704.030	DISABILITY PLAN	572	576	485	529	529
101-426-704.040	UNUSED SICK TIME PAYOUT	1,068				
101-426-706.000	WAGES - OVERTIME			1,675		
101-426-710.000	WORKERS COMPENSATION	533	705	790	1,414	1,414
101-426-711.000	HEALTH & DENTAL INSURANCE	16,500	14,363	11,488	17,800	17,800
101-426-715.000	F.I.C.A.	4,799	4,944	4,888	5,408	5,408
101-426-717.000	LIFE INSURANCE	38	44	23	25	25
101-426-718.000	RETIREMENT	5,452	9,216	12,204	14,357	14,357
101-426-718.100	POB IN LIEU OF RETIREMENT	3,050	2,722	2,798	3,780	3,780
101-426-727.000	SUPPLIES, PRINTING & POSTAGE	11	100	20	100	100
101-426-727.010	LEPC SUPPLIES	421	500		500	500
101-426-744.000	OTHER SUPPLIES	125	150	107	200	200

Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 426 - EMERGENCY SERVICES						
101-426-746.000	UNIFORMS & ACCESSORIES	339	500	302	500	500
101-426-747.000	GASOLINE	2,077	2,500	2,491	3,500	3,500
101-426-809.000	MEMBERSHIPS & SUBSCRIPTIONS		50	50	50	50
101-426-851.010	CELLULAR PHONES	542	1,800	1,223	600	600
101-426-861.000	TRAVEL	172	400	321	450	450
101-426-910.000	INSURANCE & BONDS	349	631	264	715	715
101-426-932.000	EQUIPMENT REPAIR & MAINTANCE	1,395	1,500	1,458	2,000	2,000
101-426-933.000	VEHICLE REPAIR & MAINT.	1,103	1,500	321	1,500	1,500
101-426-934.000	OFFICE EQUIP REPAIRS & MAINT.	991	1,500	306	2,000	2,000
101-426-957.000	EMPLOYEE TRAINING	1,204	1,500	180	2,000	2,000
101-426-978.000	MACHINERY & EQUIPMENT		1,500	508	2,000	2,000
Totals for dept 426 - EMERGENCY SERVICES		104,396	111,334	106,603	130,124	130,124
Dept 441 - BUILDING CODES						
101-441-801.000	CONTRACTUAL	421,728				
Totals for dept 441 - BUILDING CODES		421,728				
Dept 442 - BOARD OF PUBLIC WORKS						
101-442-707.000	SALARIES - PER DIEM	750	178	850	800	800
101-442-710.000	WORKERS COMPENSATION		2			
101-442-711.000	HEALTH & DENTAL INSURANCE		228			
101-442-715.000	F.I.C.A.	57	14	65	60	60
101-442-717.000	LIFE INSURANCE		1			
101-442-861.000	TRAVEL	160	250	368	350	350
Totals for dept 442 - BOARD OF PUBLIC WORKS		967	673	1,283	1,210	1,210
Dept 445 - DRAINS AT LARGE						
101-445-965.000	APPROPRIATION	345,334	362,160	362,159	381,173	381,173
Totals for dept 445 - DRAINS AT LARGE		345,334	362,160	362,159	381,173	381,173
Dept 631 - SUBSTANCE ABUSE						
101-631-849.000	SUBSTANCE ABUSE APPROPRIATION	55,875	50,000	51,824	60,000	60,000
Totals for dept 631 - SUBSTANCE ABUSE		55,875	50,000	51,824	60,000	60,000
Dept 648 - MEDICAL EXAMINER						
101-648-801.000	CONTRACTUAL	133,850	100,000	105,600	100,000	100,000
Totals for dept 648 - MEDICAL EXAMINER		133,850	100,000	105,600	100,000	100,000
Dept 670 - DHHS BOARD						
101-670-703.000	SALARIES SUPERVISION	7,710	7,710	6,425	7,710	7,710
101-670-720.000	DHHS BOARD EXPENSES	590	600	492	600	600
101-670-809.000	MEMBERSHIPS/SUBSCRIPTIONS	1,434	1,400	1,634	1,634	1,634
Totals for dept 670 - DHHS BOARD		9,734	9,710	8,551	9,944	9,944
Dept 722 - AIRPORT ZONING BOARD						
101-722-707.000	SALARIES - PER DIEMS	400				
101-722-715.000	F.I.C.A.	31				
101-722-861.000	MILEAGE	54				
Totals for dept 722 - AIRPORT ZONING BOARD		485				
Dept 723 - AIRPORT ZONING BRD OF APPEALS						
101-723-707.000	SALARIES - PER DIEM	200	500	400	500	500
101-723-715.000	F.I.C.A.	15		31	35	35

Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 723 - AIRPORT ZONING BRD OF APPEALS						
101-723-861.000	TRAVEL		300	157	300	300
101-723-901.000	ADVERTISING		200		200	200
Totals for dept 723 - AIRPORT ZONING BRD OF APPEALS		215	1,000	588	1,035	1,035
Dept 728 - ECONOMIC DEVELOPMENT CORP						
101-728-955.000	EDC APPROPRIATIONS	120,000	120,000	620,000	120,000	120,000
Totals for dept 728 - ECONOMIC DEVELOPMENT CORP		120,000	120,000	620,000	120,000	120,000
Dept 729 - PROVISION OF GOVERNMENT SERVICES APPROPRIATIONS						
101-729-955.113	HDC APPROP FOR HOME PROJECTS PROG		330,000	330,000		
101-729-955.200	VILLAGE OF CASS CITY APPROPRIATIONS		250,000	250,000		
101-729-955.300	VILLAGE OF MILLINGTON APPROPRIATIONS		104,355	104,355		
101-729-955.400	VILLAGE OF FAIRGROVE APPROPRIATIONS		18,103	18,103		
101-729-955.500	DENMARK TOWNSHIP APPROPRIATIONS		300,000	300,000		
Totals for dept 729 - PROVISION OF GOVERNMENT SERVICES			1,002,458	1,002,458		
Dept 863 - EMPLOYEE SICK/VACATION BENEFIT						
101-863-704.030	DISABILITY			30		
101-863-704.040	UNUSED SICK/VAC TIME PAYOUT	21,358	10,000	17,191	25,000	25,000
101-863-710.000	WORKERS COMPENSATION			124	150	150
101-863-715.000	F.I.C.A.	2,002	765	1,315	2,000	2,000
101-863-717.000	LIFE INSURANCE			4	5	5
101-863-718.000	RETIREMENT	250	100		250	250
Totals for dept 863 - EMPLOYEE SICK/VACATION BENEFIT		23,610	10,865	18,664	27,405	27,405
Dept 865 - INSURANCE AND BONDS						
101-865-910.000	INSURANCE & BONDS	52,769	128,289	24,764	137,821	137,821
101-865-920.000	MMRMA RETENTION	42,438	25,000	25,000	25,000	25,000
Totals for dept 865 - INSURANCE AND BONDS		95,207	153,289	49,764	162,821	162,821
Dept 890 - CONTINGENCY FUND						
101-890-965.000	CONTINGENCY		132,623			135,418
Totals for dept 890 - CONTINGENCY FUND			132,623			135,418
Dept 891 - ESCROW PORTION OF WIND REVENUE						
101-891-230.001	ESCROW PORTION OF WIND REVENUE		260,787		254,135	254,135
Totals for dept 891 - ESCROW PORTION OF WIND REVENUE			260,787		254,135	254,135
Dept 965 - TRANSFERS OUT						
101-965-999.215	FRIEND OF THE COURT TRANSFERS	239,857	242,970	242,970	242,970	242,970
101-965-999.221	HEALTH DEPT APPROPRIATION	328,185	399,749	399,749	399,749	426,749
101-965-999.222	BEHAVIORAL HEALTH	288,243	288,243	288,243	288,243	288,243
101-965-999.233	TRANSFER OUT MENTAL HEALTH	112				
101-965-999.239	TRANS OUT ANIMAL CONTROL	191,800	140,000	140,000	140,000	180,000
101-965-999.244	EQUIPMENT CAPITAL IMPROVEMENT	197,159	250,000	250,000	250,000	462,300
101-965-999.252	TRANSFER OUT REMONUMENTATION	255				
101-965-999.258	GIS FUND	60,000	60,000	60,000	60,000	60,000
101-965-999.260	TRANSFER OUT MIDC	253,708	251,472	251,472	255,945	255,945
101-965-999.288	CHILD CARE HUMAN SERVICES	150,000	150,000	150,000	50,000	50,000
101-965-999.292	CHILD CARE (PROB CT & SOC SER)	300,000	300,000	300,000	200,000	200,000
101-965-999.374	PURDY BUILDING DEBT	73,344	76,593	76,593	74,643	74,643
101-965-999.483	CAPITAL IMPROVEMENTS FUND	200,000				491,100

Calculations as of 12/31/2022

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 AMENDED BUDGET	2022 ACTIVITY THRU 12/31/22	2023 FIRST DRAFT BUDGET	2023 BOARD APPROVED BUDGET
Fund: 101 GENERAL FUND						
APPROPRIATIONS						
Dept 965 - TRANSFERS OUT						
	Totals for dept 965 - TRANSFERS OUT	2,282,663	2,159,027	2,159,027	1,961,550	2,731,950
	TOTAL APPROPRIATIONS	13,931,724	15,475,587	14,027,950	14,729,661	15,635,479
	NET OF REVENUES/APPROPRIATIONS - FUND 101	(21,243)		4,866,122	50,339	
	BEGINNING FUND BALANCE	2,955,459	2,934,218	2,934,218	7,800,340	7,800,340
	ENDING FUND BALANCE	2,934,216	2,934,218	7,800,340	7,850,679	7,800,340

**GENERAL APPROPRIATIONS ACT – ADOPTING THE
2023 TUSCOLA COUNTY BUDGET (Calendar Fiscal Year)**

WHEREAS, The Tuscola County Board of Commissioners has examined the financial reports and budget requests for 2023 of the various departments, agencies, offices, and activities (“Budgetary Centers”) which it, by law or by policy, must finance or assist in financing;

WHEREAS, The Board has taken into consideration the fact that there are certain required functions of county government or operations, which must be budgeted at serviceable levels in order to provide statutory and constitutionally required services and programs;

WHEREAS, The Uniform Budgeting and Accounting Act (“UBAA”), MCLA 141.421, et seq., requires that the Board enact a General Appropriation Act designed to appropriate for all county expenditures;

WHEREAS, The Board has reviewed the recommended budget for 2023 and believes the same to contain funds sufficient to finance all mandatory county funded services at or beyond a serviceable level;

NOW THEREFORE, BE IT RESOLVED, that the 2023 Tuscola County Budget, as detailed in the document attached which is incorporated by reference herein, is hereby adopted on a fund, activity, and line-item basis, subject to all County policies regarding the expenditure of funds and the conditions set forth in this resolution.

BE IT FURTHER RESOLVED #1, a public hearing has been held on the proposed 2023 budget following notice as required by law, including notice concerning the millage rates to be levied as required by the Uniform Budgeting and Accounting Act, P.A. 2 of 1978, as amended, the following tax rates are hereby authorized, certified, and reaffirm the previously adopted rates for the 2022 tax year (2023 Budget Year) for a total county levy of 8.3121 mills as listed in detail below:

2022 AUTHORIZED TAX RATES – 2023 BUDGET

Purpose	Millage	Fund
General Government Operations	3.9141	General Operating
County Bridge & Local Streets	0.4807	Bridge
Senior Citizens	0.3200	Senior Citizens
Recycling	0.1500	Recycling
Medical Care Facility	0.2500	Voted Medical Care
Road Patrol	1.3300	Road Patrol
Primary Roads/Streets	0.9657	Primary Roads
Mosquito Control	0.6316	Mosquito Control
Veteran’s	0.1700	Veteran Services
MSU-Extension	0.1000	MSU-Extension
Total	8.3121	

BE IT FURTHER RESOLVED #2, that each budgetary center shall limit expenditures within the appropriations and accounts authorized and for purposes consistent with the name of the account, and shall not attempt to expend funds that will result in an account deficit or at a rate that will eventually result in an account deficit;

BE IT FURTHER RESOLVED #3, that in order to expedite ongoing budget amendments, the County Controller/Administrator shall have the authority to transfer up to \$5,000 between non-wage/fringe benefit accounts within an adopted activity (departmental) budget without approval of the Board of Commissioners. However, any increase in a total activity budget appropriation requires Board of Commissioner approval.

BE IT FURTHER RESOLVED #4, that the Board is appropriating to the Child Care Funds with the understanding that such sums are reasonable and necessary for the Probate (Family) Court and Department of Human Services to meet critical needs in an adequate manner and without waiving the County's entitlement to 50% reimbursement from the State of Michigan as mandated by Michigan's Constitution;

BE IT FURTHER RESOLVED #5, that the sum of **\$64,894,809** as set forth in the budget adopted by this Board is hereby appropriated for the use by departments and for the use of defraying and paying boards of the County of Tuscola for all costs and expenses for the fiscal year beginning January 1, 2023 and ending December 31, 2023;

BE IT FURTHER RESOLVED #6, that said sums appropriated to and shall be available for expenditures from several funds in accordance with the law, and no obligation or liability shall be incurred, nor any vouchers drawn in payment thereof by any county department, which shall be confined to the objects or categories of expenditures and shall not exceed the amount appropriated therefore, as set forth in the categories of said budget;

BE IT FURTHER RESOLVED #7, that all County elected officials and county department heads shall abide by County Policies, as adopted and amended by this Board, and that these budgeted funds are appropriated contingent upon compliance with all financial and other policies of the County (Official copy of all county policies maintained in the Controller/Administrator's Office);

BE IT FURTHER RESOLVED #8, that all the approved full time and part time positions identified for various departments and funds in the budget, shall limit the number of employees who can be employed and no funds are appropriated for any position or employee not in the 2023 budget document. Further, there may be a need to increase or decrease various positions within the budget and/or impose a hiring freeze and/or impose lay-offs due to the unforeseen financial changes; therefore, the number of authorized full time and part time positions in the budget may be changed from time to time by the Board and/or the Board. The County elected officials and County department heads shall abide by whatever changes are made by the Board, if any, relative to the approved positions and the number of employees;

BE IT FURTHER RESOLVED #9, that certain positions contained in the budget which are supported in some part by a grant, cost-sharing, child care reimbursement, or other source of outside funding, are only approved contingent upon the County receiving the budgeted revenues. In the event outside funding is not received, then said positions shall be considered unfunded and removed from the budget as necessary;

BE IT FURTHER RESOLVED #10, that revenues received by the County under Public Act 106 and 107, 1985 (Convention Facility tax revenues) shall not be used to reduce the County's operating millage levy as defined by Public Act 2, 1986;

BE IT FURTHER RESOLVED #11, that in the event the Board imposes a hiring freeze and vacancies occur during the existence of that hiring freeze, the vacancies shall be considered and hereby declared to be vacated positions. Said vacated positions shall not be refilled except by specific Board authorization. Further, the existence of a hiring freeze which may be imposed by the Board shall be, and is hereby declared to be, contingent upon the expenditure of budgeted funds, as well as the position specifically listed on the approved position roster list;

BE IT FURTHER RESOLVED #12, that in accordance with Public Act 106 of 1985 and Public Act 2 of 1986, if 50% of the estimated Convention Facility Tax revenues are not used to reduce the County's operating tax rate, then these funds shall be transmitted to the Substance Abuse Coordinating Agency with remaining revenues to be deposited in the County's general fund;

BE IT FURTHER RESOLVED #13, that the revenues received by the County under Public Act 264 of 1987 (Health and Safety Fund Act) shall not be used to reduce the County's operating millage levy;

BE IT FURTHER RESOLVED #14, that in accordance with Public Act 264 of 1987, that 12/17 of the estimated Cigarette Tax revenues not used to reduce the County's operating tax rate shall be used for other purposes specified by Public Act 264 of 1987, with the remaining revenues generated by PA 264 of 1987 to be used for other General Fund expenditures;

BE IT FURTHER RESOLVED #15, that the Controller/Administrator be, and is hereby appointed, Budget Administrator pursuant to the Uniform Budgeting and Accounting Act, MCLA 141.421 et. seq., with power to administer such duties in connection with said budget, and may from time to time, be delegated to the Office of Controller/Administrator by the Board of Commissioners;

BE IT FURTHER RESOLVED # 16, that the Budget Administrator be directed to disburse to the various agencies, the approved County appropriation on the basis of need as determined by the cash balances within their respective funds;

BE IT FURTHER RESOLVED #17, that the Controller/Administrator is authorized to establish funds, activities, and line item accounts as necessary under the State Uniform Chart of Accounts to maintain effective financial accounting of county operations;

BE IT FURTHER RESOLVED #18, that inter-fund transfers are automatically approved on a quarterly basis in January, April, July, and October based on the quarterly transfer schedule included in the annual County Budget unless otherwise changed by the Tuscola County Board of Commissioners. Notification of any changes shall be submitted by the Controller/Administrator to the appropriate accounting offices;

BE IT FURTHER RESOLVED #19, that claims shall be paid by the Statutory Finance Committee following the normal claims approval process unless other payment provisions

have been made by County Board action. By previous Board action, the Board Chairperson and Finance Chairperson have the authority to approve payment of claims in advance of the regular claims approval process in situations to avoid not meeting payment deadlines, to avoid interest penalty charges and other situations deemed necessary by the Board Chairperson and Finance Chairperson;

BE IT FURTHER RESOLVED #20, that Maintenance of Effort payments may be paid from the Voted Medical Care Facility Fund #298 upon signature of the Medical Care Facility Director. Said claim is a fixed per day amount paid by the County to the State for patients housed at the facility;

BE IT FURTHER RESOLVED #21, that in conformance with the Uniform Budgeting and Accounting Act, the budget includes the following information;

- 1) Expenditure data for the most recently completed fiscal year.
- 2) An estimate of the expenditure amounts required to conduct, in the ensuing fiscal year, the government of Tuscola County.
- 3) Revenue data for the most recently completed fiscal year.
- 4) An estimate of the revenues, by source of revenue, to be raised or received by Tuscola County in the ensuing fiscal year.
- 5) The amount of surplus or deficit that has accumulated from prior fiscal years, together with an estimate of the amount of surplus or deficit expected in the current fiscal year.
- 6) An estimate of the amount needed for deficiency, contingent, or emergency purposes, and the amounts needed to pay and to discharge the principal and interest of the debt of Tuscola County due in the ensuing fiscal year.
- 7) The amount of proposed capital outlay expenditures, except those financed by enterprise, public improvement, or building and site, or special assessment funds, including the estimated total cost and proposed method of financing of each capital construction project and the projected additional annual operating costs of each capital construction project, and the projected additional annual operating cost of each capital construction projected for three (3) years beyond the fiscal year covered by the budget.

AGREEMENT FOR EXTENSION SERVICES

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

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

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

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

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

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

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

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

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

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. .5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel (“Personnel”).
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

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

1.0 FTE MSU employed Clerical Staff

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity at **.5 FTE**
6. Funding for additional Program Instructor at **.5 FTE**
7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Tuscola County in August 2022. The millage collected will provide funds for the following:
 - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
8. Total Annual Assessment in the amount of **\$199,757**

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

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

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination) \$58,409

ADDITIONAL PERSONNEL

B. 1.0 FTE Clerical Support Staff to be employed by MSU \$68,674
C. 0 FTE Educator (Program Area:) \$0
D. .5 FTE Additional 4-H Program Coordination \$34,337
E. .5 FTE Additional Program Instructor \$34,337
F. Operating Expenses (phone, smart projector) \$4,000

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2023: \$199,757

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2023, the first day of the County budget year 2023 and shall terminate on the last day of such County budget year 2023. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Tuscola County Administrator/Controller, Attn: Clayette Zechmeister, 125 West Lincoln Street, Suite 500, Caro, MI 48723, if to the County.

II. **General Terms**

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

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

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

TUSCOLA COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

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

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

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

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

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

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

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

EATON COUNTY BOARD OF COMMISSIONERS

NOVEMBER 16, 2022

**RESOLUTION URGING STATE LEGISLATURE TO AMEND THE MICHIGAN AUTO
INSURANCE REFORM ACT TO AMEND THE REIMBURSEMENT CAP FOR AUTO
ACCIDENT VICTIMS AND HOME HEALTH CARE**

Introduced by the Health and Human Services Committee

Commissioner Rogers moved the approval of the following resolution. Seconded by Commissioner Lautzenheiser.

WHEREAS the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019; and


WHEREAS, 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and

NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FURTHER RESOLVED, that the Eaton County Clerk/Register of Deeds is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Eaton County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence. Carried unanimously.

STATE OF MICHIGAN
COUNTY OF EATON

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Eaton County Board of Commissioners, that such resolutions were duly adopted at a regular meeting held on November 16, 2022, and that notice of such meeting was given as required by law.


Diana Bosworth, Clerk of the Eaton
County Board of Commissioners