

**Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Monday, January 14, 2019 – 8:00 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance/Technology**  
Committee Leaders-Commissioners Young and Jensen

**Primary Finance/Technology**

1. Draft 2019 County Work Program and 2018 Accomplishments (See A)
2. Amend 2019 Equipment/Technology for Kronos Time and Attendance
3. Engagement Letter with Gabridge & Company for 2018 County Audit (See B)
4. Further Discussion of Board Rules of Order (See C)
5. Setting Public Hearing for Village of Millington Annexation (D)
6. I-69 Thumb Region Economic Development Planning Grant (See E)
7. BSA Financial Software Contract (See F)

**On-Going and Other Finance**

**Finance**

1. Providing Water to Caro Regional Center
2. Work with MREC to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
3. Update Wind Turbine Revenue Information
4. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
5. Opioid Lawsuit
6. State Assessing Changes
7. Alternate to MCDC to Provide an Indigent Dental Clinic
8. Michigan Renewable Energy Collaborative Assessing Dispute with Wind Companies
9. Prepare of Updated Multi-Year Financial Plan
10. Continue Review of Road Commission Legacy Costs
11. 2018 Comprehensive Annual Report Development
12. Convert to New State Chart of Accounts
13. 2020 Budget Development
14. Second Year MIDC Plan and Budget
15. Determine if any Drain Bonds can be Retired Early or Refinanced
16. Property and Liability Insurance Renewals
17. How to Provide Physiological Services to Jail Inmates

**Technology**

1. New Kronos Time Attendance and BSA Finance/General Ledger Software
2. Friend of the Court System Security Auditing Software
3. Animal Control Camera and Other Security
4. New Server and Network Storage Capacity
5. Jail Live Scan Scanner
6. CLEMIS Road Patrol Software
7. GIS Update
8. Increasing On-Line Services
9. Updating County Web Page
10. Implementation of New Computer Aided Dispatch System

## **Personnel**

Committee Leader-Commissioner Vaughan and Bardwell

### **Primary Personnel**

1. **Advertising for Boards and Commissions Members**
2. **Resolve the Drain Office Grievance – Closed Session to Discuss Attorney Opinion Letter 1-17-19**
3. **Employee Request to Purchase MERS Service Time**
4. **Review of Potential Policy Regarding Employment of Relatives (See G)**

### **On-Going and Other Personnel**

1. Process to Replace Retiring Controller/Administrator
2. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
3. Develop a Nepotism Policy
4. Strengthen and Streamline Year-End Open Enrollment
5. Evaluate Potential Training Programs
6. Start the Development of Pay Grade Schedule and updated Job Descriptions

## **Building and Grounds**

Committee Leaders-Commissioners Jensen and Grimshaw

### **Primary Building and Grounds**

1. **Recycling Soil Removal and Construction**
2. **County Jail Study Committee – Development of a Conceptual Plan and Other County Millage Information**

### **On-Going and Other Building and Grounds**

1. Complete Formation of County Land Bank
2. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
3. County Property Ownership Inventory
4. Review of Alternative Solutions Concerning the Caro Dam
5. Sidewalk Improvements and Parking lot Sealing
6. Purdy Building Awning, Sign and Stucco Repairs
7. Jail Entrance Step and Ceiling Tile
8. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
9. Potential Sale of Certain County Properties
10. New Septic System at Vanderbilt Park and Vegetation Clearing
11. Health Department Painting, Animal Control Ceiling and Court Windows

### **Other Business as Necessary**

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies and Place on County Web Site
5. Obtain an update Regarding the County Remonumentation Program
6. Review EDC By-Laws with Respect to Board Members and Length of Terms

### **Public Comment Period**



**mhoagland@tuscolacounty.org**

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**From:** mhoagland@tuscolacounty.org  
**Sent:** Tuesday, January 8, 2019 9:01 AM  
**To:** 'Bardwell Thom'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Cc:** Clayette Zechmeister (Clayette Zechmeister); Shelly Lutz; Renee Ondrajka  
**Subject:** Draft 2019 Work Program and 2018 Accomplishments  
**Attachments:** 2019 Work Program.docx; 2018 Accomplishments.docx

Commissioners

Attached are two documents for your review: Draft 2019 Work Program and Draft 2018 Accomplishments.

The **first document is the 2019 Work Program**. It has been prepared annually for many years. It provides for effective planning of county government operations. As we know, planning is critical to government, business or any other operation. The Work Program sets the stage for what is intended to be accomplished by identifying major tasks to be undertaken. These are the tasks where significant commissioner and staff time will be dedicated during 2019. Of course, there are new items that will be added during the year. Many of the tasks identified will be agenda items for discussion and resolution at committee and board meetings. Please review the Work Program and determine if there are any tasks you would like to add, delete or revise. Your input will be beneficial in setting priorities for 2019 and into the future.

The **second document is a summary of tasks that were successfully accomplished in 2018**. There is no question 2018 was another productive year for county government operations. It is important to reflect on this progress. We must continue to challenge ourselves to achieve more success in future years in order to continue to strengthen the quality of life in Tuscola County.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

# TUSCOLA COUNTY CONTROLLER/ADMINISTRATOR'S OFFICE

To: Tuscola County Board of Commissioners

From: Michael R. Hoagland, Controller/Administrator

Date January 8, 2019

## DRAFT 2019 WORK PROGRAM FOR COMMISSIONER REVIEW

### Finance

1. Implement major new BSA finance/general ledger software system.
2. Convert all county funds, activities and accounts for compliance with the State Uniform Chart of Accountants.
3. Prepare an updated comprehensive county multi-year financial plan.
4. Update wind turbine actual and projected revenue and the financial impacts on county.
5. Closely monitor through MAC and other sources state developments that could impact county finances.
6. Review and amend the 2019 Mosquito Abatement budget and develop projections for future year needs.
7. Work with MREC to resolve the seven year assessing/taxation dispute with DTE and Consumers Energy.
8. Prepare the 2018 Comprehensive Annual Financial Plan (Audit).
9. Develop the 2020 All Funds County Budget.
10. Assist in preparation of second year MIDC plan and budget.
11. Determine if the county is paying reduced water rates for facilities along M24, Deckerville and Luder Roads.
12. Continue to review County Treasurer Investment Reports.
13. Continue to cross-train staff so more than one person can perform critical financial functions.
14. Update local unit of government fund balance information.
15. Obtain regular updates regarding child care fund costs and trends.
16. Determine if the county will issue bonds to upgrade the water system at the Caro Regional Center.
17. Determine if any drainage bonds can be refinanced or retired early to reduce costs.
18. Continue to monitor road commission progress in reducing unfunded retirement/health insurance cost liabilities.
19. Continue to maintain compliance with grant programs and other state/federal reporting requirements.
20. Prepare renewals for county property and liability insurances.

### Personnel

1. Hire a new Controller/Administrator upon the retirement of the current Controller/Administrator.
2. Complete the implementation of the new "Kronos" time and attendance system.
3. Determine who will negotiate the county union contracts beginning in mid-year 2019.
4. Set financial and other objectives for labor negotiations.
5. Resolve the grievance involving the Drain Commission office.

6. Continue to cross-train staff so more than one person can perform critical personnel functions.
7. Work to develop a pay grade schedule with updated job descriptions for uniformity and consistency.
8. Strengthen and streamline the year-end open enrollment process.
9. Evaluate cost containment that has been achieved with retirement system changes.
10. Develop a nepotism policy.
11. Coordinate all hiring/discharge with the HR Coordinator for payroll and other record keeping requirements.
12. Evaluate implementing Microsoft Excel and other related training programs to help employees in their jobs.

#### **Jail Planning Committee**

1. Develop a conceptual plan and cost estimates to build a new jail.
2. Gather information regarding recent jail construction/operational millage approvals in other Michigan counties.
3. Begin the process to determine millage requirements for new jail construction and operational costs.

#### **Buildings and Grounds/Infrastructure**

1. Develop a plan and solution to county physical and electronic storage needs.
2. After recycling vacates the current location evaluate the potential of using the pole building for storage needs.
3. Implement major sidewalk improvements around various county buildings with estimated costs of \$199,000.
4. Determine what portions of sidewalk costs will be paid by the City of Caro.
5. Seal parking lots at Buildings and Grounds and Animal Control.
6. Make improvements at the Purdy Building including awning and sign replacement and exterior stucco repairs.
7. Make jail improvements including entrance step replacement and ceiling tile replacement on the main floor.
8. Conduct state police post work including fire suppression inspection, sidewalk repairs and parking lot sealing.
9. Complete miscellaneous repairs including Health Department painting, Animal Control ceiling and court windows.
10. Determine if county owned land needs to remain in county ownership or if it can be sold.
11. Determine methods of improving the Caro Dam to re-establish the recreational lake behind the dam.
12. Complete the stained soil removal and building remodeling and move the recycling operation to the new location.
13. Install the new septic system at Vanderbilt Park.
14. Implement the clearing of vegetation to the north of Vanderbilt Park to make the bay visible from the park.
15. Determine if NextEra will provide a second round of funding for Vanderbilt Park improvements.

#### **Technology**

1. Assist with the implementation of the new BSA finance software and Kronos time/attendance software.
2. Assist with the implementation of Friend of the Court new security auditing software.
3. Implement improved camera and other security measures at Animal Control.
4. Continue to upgrade computer work stations to Windows 10 and replace end of life laptops and printers.

5. Purchase and install a new server and increase network storage capacity.
6. Continue to replace aging network infrastructure with 10 gigabyte connectivity.
7. Assist with new jail livescan scanner for the jail and CLEMIS software for the road patrol.
8. Provide a GIS status report of the county and determine next objectives.
9. Continue to develop and determine methods of advancing online services for public convenience.
10. Continue to update and make adjustments to the county web site so it remains relevant and useful to all parties.
11. Continue to evaluate Tuscola County serving as an area technology hub.
12. Implement new Computer Aided Dispatch software

#### **Other**

1. Complete the formation of the County Land Bank
2. Review alternative models to provide dental care to indigent eligible citizens.
3. Continue review of alternative road commission elected verses appointed administrative structures.
4. Continue to monitor developments with the Opioid Lawsuit.
5. Update county policies and put them on the county web site with an index system for ease of access.
6. Obtain a report of remaining surveying monument work (remonumentation) and new capabilities.
7. Continue to have the AZA and AZBA enforce the County Airport Zoning Ordinance.
8. Work to restructure and define the purpose of MAC 7<sup>th</sup> District meetings for productive results.
9. Review EDC By-Laws with respect to length of terms of Board members.
10. Monitor the status of lawsuits filed against the county.
11. Determine a solution to providing physiological services needed for jail inmates.
12. Complete the annual Dashboard of statistical information for the county.
13. Work with DTE to resolve the increasing energy demands for development needs in the county.

# TUSCOLA COUNTY CONTROLLER/ADMINISTRATOR'S OFFICE

To: Tuscola County Board of Commissioners

From: Michael R. Hoagland, Controller/Administrator

Date January 8, 2019

## 2018 WAS ANOTHER SUCCESSFUL YEAR FOR THE COUNTY

There is no question 2018 was another productive year for county government. It is important to reflect on this progress. There were numerous accomplishments in 2018. We must continue to challenge ourselves to achieve more success in future years in order to continue to strengthen the quality of life in Tuscola County. Some of the significant positive actions and developments for county government in 2018 are outlined below.

### 1. Continued Successful Financial Management and Strong Bond Rating

County officials continue to practice highly effective financial management. This is accomplished through the annual All Funds Budget, the Comprehensive Annual Financial Report (Audit), multi-year financial planning and on-going financial monitoring/reporting. The County continues to receive the Government Finance Officers highest award for Excellence in Financial Reporting for the annual budget and audit. All county funds continue to have positive fund balance positions and the annual budget remains balanced with adequate reserves. Importantly, funds continued to be transferred for equipment/technology and capital improvement needs in 2018. The county bond rating remains strong at AA- which documents the stable financial position of the county to financial markets which lowers the costs of borrowing funds for needed projects. The county continues to operate within its financial means.

### 2. Establishing a County Animal Control Department has Improved Service Delivery

After about 14 years, notice was received in mid-year 2018 that Sanilac County was terminating the animal control contract with Tuscola County. This two county contractual program was less than optimum with limited funding and staff. There were only three staff serving both counties covering 1,700 square miles with a combined population of about 95,000. Because animal control is a public safety operation, a solution to the possibility of there being no county animal control in Tuscola County was needed.

After reviewing the potential of contracting with other counties it was decided the best option was to re-establish a county operated program. Implementing this new program was a major task. The county program has been in operation for only about five months but improved service is already occurring. Adequate staffing is now in place with two full-time and two part-time employees. Trucks have been purchased with one of the trucks funded by a grant from USDA. Improvements to the shelter have been implemented for housing and providing other animal control services. More animals are being rescued and the community is pleased with the progress and improvements that have been made.

### 3. Sale of Former Vassar Foundry Solves Major Problem

The last owner of the foundry was Metavation LLC. Several years ago this company went through Chapter 11 bankruptcy proceedings. Property taxes were delinquent and there were lien holders on the property.

It was unknown whether there were environmental issues with the property. Because the property was privately owned most of the environmental testing could not be conducted. County and local government did not want to foreclose on the property for fear of assuming environmental liability. Significant time and cost was incurred attempting to determine solutions to this problem. Recently it was learned that the property was sold to a private party. It was confirmed that this party has paid the delinquent taxes which has solved this long-standing issue.

#### **4. Michigan Indigent Defense Commission Program Successfully Implemented**

The MIDC was established to make improvements to the indigent defense system throughout the state. A first year plan was developed in 2018 over several months by county-court personnel and local defense attorneys. The plan included a cost analysis to strengthen indigent defense in the county and to comply with state standards to assure fair legal representation. The October 1, 2018 to September 30, 2019 budget is \$993,507 with a state share of \$745,017 and a county share of \$248,490.

A separate county fund has been established to account for and administer the program. The MIDC requires the program to be operated independent of the court. To accomplish this important objective the Board of Commissioners assigned overall program responsibility and administration to the County Controller-Administrator. The contract for the program has been signed and a program Director has been hired. The new program began operation at the end of November.

#### **5. Working to Assure Quality Water is Available to the New Caro Regional Center**

A recent significant job retention and creation accomplishment was assuring that the new \$115 million Caro Regional Center Facility would be built in Caro and not in some other location in the state. Now, a solution to providing water to the new facility needs to be determined. The original plan was the City of Caro would extend the waterline to the new facility. This plan developed issues that caused an impasse between the City and Indianfields Township officials. Some of the issues include: annexation, tax base, tax revenue, limitations on the amount of water the City would make available for future development and the lack of a plan by the City to finance the estimated 2.7 million dollar cost to construct the waterline.

County officials have become involved in case the Caro waterline extension cannot be accomplished. The County financed an engineering study to determine if the current water system at the Caro Regional Center can be upgraded at a lower cost than the Caro waterline extension. Reuse of the Caro Regional Center system could be designed to provide water to the new state facility but also importantly to future business development in the area. Assuming it is feasible to upgrade and use the current system, the County would then develop a financing plan and issue bonds to enable system upgrade implementation to meet the state construction schedule. After the bonds are issued and the system is installed, the county would operate the system.

#### **6. County Jail Study – Leads to Review of Potential New Jail**

A comprehensive study of the county jail was conducted by the National Sheriff's Association. The study results were presented to the Board of Commissioners in November of 2018. It explained many of the deficiencies of the current jail and provided short and long term recommendations. It was concluded that the current jail is understaffed, outdated and poorly designed for current needs. There is a significant overall lack of space for inmate recreation, record storage, food, laundry, supplies, inmate visitation, etc.



The jail planning committee has begun reviewing details from the study. Architectural firms will be invited to develop conceptual drawings and a footprint for a new jail. Also, cost estimates will be requested. Potential methods of financing construction and possibly certain operational costs will be reviewed. The jail committee will continue to develop plans in 2019. It is anticipated that by the end of 2019 more specific plans and strategy for implementation will be completed.

#### **7. Michigan Renewable Energy Collaborative – Working for Fair Wind Turbine Assessing/Taxation**

Some progress has been made in solving the problem of unfair assessing and taxation of wind turbines (WT). The Michigan Renewable Energy Collaborative has made headway in resolving this issue by explaining the problem to members of the Michigan legislature and introduction of legislation (SB 1096) that would correct the problem. However, this particular bill was not voted in 2018 in the Senate. Meetings will be held in early 2019 with legislators from all WT counties to again request passage of a law that will correct the problem. Also, negotiation with DTE and Consumers Energy will be requested. This seven year costly dispute between county/local governments, DTE and Consumers Energy needs resolution.

This problem is occurring because the State Tax Commission (STC) arbitrarily changed the original multiplier table (MT). The MT is the annual value placed on WT and typically this value declines slightly with time. Most disturbing is the STC change was made without the support of any studies, market research or analysis. It resulted in an unacceptable potential reduction of an estimated 27% in WT revenue which amounts to millions of dollars to local governments. These funds are needed for essential public services.

Approximately \$8,136,000 in WT revenue was collected in Tuscola County in 2017. If this had to be reduced by 27% based on the STC MT, the estimated revenue loss would be \$2,196,000. This reduction would impact police, schools, roads, bridges, townships, senior citizens, recycling, libraries, medical care facility, veterans, fire, ambulance, mosquito control and other millage funded services. Calculated over 20 years these losses increase tremendously. Considering WT are currently in seven or eight other counties (and potentially more in the future), the collective revenue loss is tens of millions of dollars.

Members of MREC firmly believe citizens in communities hosting WT deserve a fair MT that does not under or over value WT. Appraisal Economics was hired by MREC to conduct a professional study to determine a fair fact based method of assessing/taxing WT. The study was completed and a well-reasoned MT was developed. It was presented to the STC, but unfortunately it was not adopted which has opened the door for more costly tax appeals. Meetings will be scheduled early in 2019 with MREC and senate/house members from WT counties to further explain the problem and solution.

#### **8. Geographic Information System Advanced in 2018**

Tuscola County GIS has seen rapid development over the past few years. The basic framework of the county GIS was completed in fall of 2015 and full time management responsibility was handed over to the new GIS Coordinator in summer of 2018. Since then GIS has become increasingly integrated within the county. The first major project was the completion of an inventory of county owned properties for the Board of Commissioners. Following that, the process of certifying deeds saw improvements with the introduction of GIS software and user training in the Treasurer's. Most recently a series of well received land value maps was produced for local assessors as a requirement of the state mandated AMAR review.

The New Year will see exciting changes at Tuscola County GIS. The purchase of a large scale map plotter will allow the county to produce high quality printed maps which will also serve as a revenue source. A template for tax map books is under construction with plans to produce one for each township. Development of web apps aimed at both county departments and the public at large is a high priority with plans for a Delinquent Tax app. already in the works.

#### **9. Tuscola County Economic Development Corporation Works to Strengthen the Economy**

The Tuscola County Economic Development Corporation (EDC) has continued economic development efforts in Tuscola County. Recent positive initiatives and activities that have retained and/or created new jobs with the assistance of the Tuscola County EDC and other economic development entities are outlined below.

- Worked with Quality Roast to locate a \$13 million dollar soybean processing plant in Gilford Township
- Provided an economic impact study that helped secure the Caro Regional Center remaining in Tuscola County
- Secured an expansion grant of \$250,000 for the TI Automotive in the City of Caro
- Located Dyna Products which is a world-wide forestry products manufacturer in a 89,000 square foot empty-distressed building in the Village of Millington
- Worked on funding for rejuvenating apartment space in Downtown Cass City and Downtown Millington
- Provided funding for Human Hoist in Mayville, Riverside Grill in Vassar and Dyna Products in Millington and other small businesses using monies from the Equipment Lease Fund
- Continued to investment in Tuscola County small businesses through the Revolving Loan Fund program with \$33,000 to grow Tuscola County small businesses and create new jobs
- Continued to work with Chinese contacts representing the government of China
- Helped to facilitate negotiations regarding County agricultural product sales
- Worked to locate Wilkinson Chemical Plant in Tuscola County
- Wrote the USDA grant for the fire department for Elmwood Township/Village of Gagetown
- Received a Brownfield Grant of \$600,000 of which \$101,708 has been spent to date – funds are used to put brownfield properties back into usable revenue generating properties
- Continued to work with DTE Energy to solve increased power needs in Tuscola County.

#### **10. Technological Advancements for Operational Efficiency**

In 2018, approximately \$350,000 was invested in technology advancements. These funds were used for expanded security measures, strengthening computer system infrastructure and speed, and implementation of new software applications for increased efficiency.

Several important security upgrades were accomplished. The “Knowbe4” campaign was launched which is a system to evaluate users aptitude for the computer systems they use daily for their work functions. This allows Information Technology staff to provide professional development for employees that need this assistance to help make the computer system more secure. Core switching equipment was added providing more control for enhanced security. Another important security measure is the installation of

new security cameras in the Courthouse providing longer storage retention, more camera angles, clearer videos and more control. The telephone system in the Courthouse was also upgraded with a public address system which allows mass notification should an emergency occur in the building.

Important network system infrastructure upgrades were implemented. The network was upgraded to 10 gigabyte capabilities. This enables faster connection from building to building and lays the ground work for future expansion needs.

New computer software applications continue to be implemented for increased efficiency. The OnBase system installation in Probate Court is almost completed. The software will provide for a paperless work flow in Probate Court. The county time and attendance software is being changed to "Kronos". This "State of the Art" software will add functionality and scheduling for accurate recording of time and attendance. This system is anticipated to go live in February or March of 2019. Upgraded computers continue to be purchased to be able to accommodate the Windows 10 application beginning in 2020.

#### **11. Tuscola Officials Continue to be Recycling Leaders**

Over the years Tuscola County has proven to be a regional recycling leader. Progress has been made in completing the relocation to the new location (former Riverview Auto). Stained soil will be removed and disposed at an appropriate landfill. The building is being completely remodeled with the financial assistance from state recycling grants. It is anticipated that by the spring or summer of 2019 the relocation will occur. This new location will provide the added space needed to expand recycling programs for Tuscola County and potentially other surrounding counties.

#### **12. Highly Successful Thumb Regional Sobriety Court**

For the past six years, Tuscola County Courts have operated a highly successful Thumb Regional Sobriety program to reduce recidivism for people who have been convicted of driving while under the influence of alcohol. This is a treatment program that is funded in part by a \$197,000 grant from the State Court Administrative Office. The program is administered by Tuscola County. It is available to residents of Tuscola, Huron and Sanilac Counties if the individual is referred by the courts.

There are currently 33 active participants and several pending referrals. In 2018, 20 out of 24 individuals in the program were discharged after successful program completion. In order to be discharged they must complete intensive substance abuse treatment, drug/alcohol testing requirements, attend frequent case management appointments and court review hearings. This program has improved public safety by ensuring that graduates will not be operating a vehicle while intoxicated but it also aids them in becoming gainfully employed and productive members of society.

#### **13. Other Accomplishments/Activities in 2018**

- A. A different firm was chosen to provide a new perspective and insights when preparing the county audit.
- B. The County Road Commission has made some progress in improving the funding status of their retirement and health insurance programs. This was accomplished by allocating increased funding to these programs over the last few years.

- C. Tuscola County entered into the Opioid Lawsuit and has supplied considerable information regarding how the opioid crisis has negatively impacted the county socio-economically.
- D. The County Medical Care Facility millage was successfully renewed in 2018.
- E. Steps to establish a county land bank were initiated in 2018.
- F. Moore Drain bonds were refinanced resulting in a significant reduction in bond costs.
- G. The public voted and approved the Sunday sale of liquor.
- H. Methods of making improvements to the Caro Dam continued.
- I. Significant improvements at Vanderbilt Park have been completed. A waste disposal drain field will be built in 2019. Another objective is to clear vegetation to establish a view of the bay from the park.
- J. Federal Homeland Security funding was received to establish a K9 funding unit for the Sheriff's Department.



3940 PENINSULAR DR SE, SUITE 130 / GRAND RAPIDS, MI / 49546-2447 / P 616 538 7100 / T 616 538 2441 / WWW.GABRIDGECO.COM

January 3, 2019

To the Board of Commissioners and Management  
Tuscola County  
Caro, Michigan

We are pleased to confirm our understanding of the services we are to provide Tuscola County for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Tuscola County as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Tuscola County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Tuscola County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules (Major Funds)
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Contributions
- 5) Schedule of Funding Progress for Other Post-employment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Tuscola County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and Individual Fund Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of Tuscola County. We will make reference to Anderson, Tuckey, Bernhardt & Doran, PC's audit of the Tuscola County Road Commission, Gardner, Provenzano, Thomas & Luplow, PC's audit of Tuscola County Health Department, and Stevens, Kirinovic & Tucker, PC's audit of Tuscola County Medical Care Community in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason,

we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

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

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

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Tuscola County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also assist in preparation of required pension and OPEB schedules and the F-65 report. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined, as well as required pension and OPEB schedules and the F-65 report. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in



conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

#### **Engagement Administration, Fees, and Other**

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

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary

schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

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

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

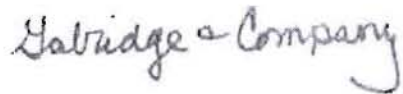
The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Michigan Department of Treasury. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit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

We expect to begin our audit on approximately March 25, 2019 and to issue our reports no later than June 15, 2019. Joe Verlin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$37,740. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,



Gabridge & Company PLC  
Grand Rapids, MI

RESPONSE:

This letter correctly sets forth the understanding of Tuscola County.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

C

			Use	
Local Units of Government		MEMS All Hazard	Parks & Recreation	Jail Planning
		Local Units of Government	Tuscola County Fair Board Liaison	MAC Agricultural
			Local Units of Government	MREC
				Saginaw Bay Coastal
				Senior Services Advisory
				Tuscola 2020
				Local Units of Government
Matthew Bierlein appointed as the County Representative for the Human Development Commission				

-Establishment of Board and Committee of the Whole Meeting Dates - Board reviewed the proposed schedule with making the November 25, 2019 meeting a full Board meeting. Board discussed the potential of changing one Board meeting a month to start in the afternoon. No action on the time change at this point but can be discussed at a later time.

19-M-007

Motion by Grimshaw, seconded by Jensen to adopt the Board and Committee of the Whole meeting schedule for 2019. Motion Carried.

*Other Business as Necessary -*

-Board Rules of Order (dated 1/3/17) - Board reviewed the current Board Rules and discussed various items. Commissioner Grimshaw would like to review the resolution establishing the Consent Agenda dated January 25, 2000.

19-M-008

Motion by Grimshaw, seconded by Young to approve the Board Rules of Order with items 5.2, 5.4 and 6.3 to have further clarification provided at a future Board meeting. Motion Carried.

-Appointment of Members to Boards and Commissions - Clerk Fetting stated the last policy her office has on file is dated October 17, 2014 and she was not able to find a motion that revised that policy in 2016 or later. She requested this be placed on an upcoming agenda for the Board to review and discuss further.

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**1. PURPOSE**

These rules are adopted by the Board of Commissioners of Tuscola County pursuant to Section 46.11 of the Compiled Laws of Michigan, as amended.

**2. MEETINGS**

**2.1 Organizational Meeting**

The first meeting in each calendar year shall be the organizational meeting. At each such meeting, the County Clerk shall preside at the start of the meeting. The organizational meeting may be held in December of the current year provided all current commissioners remain unchanged for the next two year term. If there are any commissioner changes for the next two year term, then the organizational meeting shall be held within 72 hours after New Year's Day.

The first item of business shall be election of the Chairperson of the Board. There are two procedural steps related to electing the Chairperson that have to be decided prior to conducting the election:

The Board Chairperson shall be elected each odd numbered year for a 2-year term, unless the Board provides by resolution that the chairperson shall be elected annually to a 1-year term. The Board needs to make a decision on this term length. If no action is taken the Michigan law states the term shall be for 2-years.

The Board also needs to make a decision regarding the potential use of a secret ballot. State law provides that the vote of the Chairperson may be accomplished by way of a secret ballot. If the Board chooses to conduct the election of the Board Chairperson by secret ballot, a majority of the Board must first vote to do so.

Unless a secret ballot is chosen, the clerk shall call for nominations for the office of chairperson and when nominations are closed by majority vote or no other nominations are forthcoming, the clerk shall call for a vote. When one nominee receives a majority of the votes of the members elected and serving, the nominee shall be declared chairperson.

The next order of business is to proceed with the election to the office of Vice-chairperson, which shall be conducted by roll call vote.

There is no statutory provision for the election of the vice-chairperson by secret ballot or to have a 2-year term, therefore the vice-chairperson is elected for a 1-year term.

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**2.2 Regular Meetings**

At its first meeting in each calendar year, the Board of Commissioners shall establish its schedule including meeting times of regular meetings for the balance of the year.

**2.3 Special Meetings**

The Board of Commissioners shall meet in special session upon the call of the chairperson of the board. The chairperson may convene a meeting of the Board upon his/her discretion. Notice shall be given as provided in Rule 3.3.

2.3.1 As an alternate means of calling a special meeting, upon the written petition filed with the county clerk and signed by one-third or more of the members. The petition for a special meeting shall specify the time, date, place, and purpose of the meeting.

**2.4 Emergency Meetings**

Emergency meetings of the Board of Commissioners may be held only with the approval of two-thirds of the members of the Board and only if delay would threaten severe and imminent danger to the health, safety, and welfare of the public. A meeting is defined as an emergency meeting only if it must be held before public notice as provided in Rule 3.3 can be given. Actions taken at an emergency meeting should be ratified at the next publicly noticed meeting.

**2.5 Place of Meetings**

Meetings of the Board of Commissioners shall be held in the chambers of the HH Purdy Building (125 W. Lincoln Street, Caro) unless public notice of the meeting states a different location. Whenever the regular meeting place of the Board shall appear inadequate for members of the public to attend, the chairperson may change the meeting location to a larger facility in the county. A notice of such change shall be prominently posted on the door of the regular meeting place.

**2.6 Time of Regular Meetings**

The time of regular meetings shall be stated in the regular schedule of meetings adopted under Rule 2.2. Matters on the agenda and not yet acted upon at the time of adjournment will be placed on the agenda of the next regular meeting or special meeting if one is called.

**2.6.1 Change in Schedule**

Change in the regular meeting schedule shall not be made except upon the approval of a majority of the members. In the event the Board shall meet and a quorum is not present, the Board, with the approval of those present, may adjourn the meeting to a later day and time provided that proper notice to members and the public is given.

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**3. PUBLIC NOTICE OF MEETINGS**

The county clerk shall provide the proper notice for all meetings of the Board. Such notice shall include, but not necessarily be limited to the following:

**3.1 Regular Meetings**

Posting a notice within 10 days after the first meeting of the Board in each calendar year indicating the date, time, and place of the Board's regularly scheduled and committee meetings.

**3.2 Schedule Change**

Whenever the Board shall change its regular Board schedule of meetings, a posting of notice of the change will be done by the clerk within three days following the meeting in which the change was made. Committee meeting changes from the original schedule will be posted by the Controller/Administrator's Office.

**3.3 Special and Emergency Meetings**

If the Board shall schedule a special meeting under Rule 2.3 or an emergency meeting under Rule 2.4, notice of such meeting shall be posted immediately by the clerk. No meeting, except emergency meetings, shall be held until the notice shall have been posted at least 18 hours. Commissioners will be notified by written or telephone communication of said meeting.

**4. QUORUM, ATTENDANCE, CALL OF THE COUNTY BOARD, COMPENSATION**

**4.1 Quorum**

A majority of commissioners of the Board, elected and serving, shall constitute a quorum for the transaction of ordinary business of the Board.

**4.2 Attendance**

No member of the County Board may absent himself or herself without first having notified the chairperson of his or her intent to be absent from a scheduled meeting.

**4.3 Compensation**

Commissioner compensation shall be reviewed at least once no later than July of election years to determine if compensation changes will be implemented for the Board of Commissioners taking office January 1<sup>st</sup> of odd numbered years.

**5. AGENDA FOR MEETINGS**

**5.1 Agenda Preparation Responsibility**

The Controller/Administrator, after first reviewing pending matters and requests, shall prepare a draft of the agenda of business for all regularly scheduled Board of Commissioners, committee, and other meetings. The chairperson of the Board or chairperson of the respective committee shall review and add or delete items, as he/she considers proper. Unanticipated agenda items that require discussion or decisions may



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be covered under the other business agenda reference. It is each individual's responsibility to attend the meeting to understand other business items that may be covered.

**5.2 Distribution of Regular Board of Commissioner Agenda and Materials**

Upon completion of the agenda for the regular Board meeting, the Controller-Administrator shall immediately distribute to Commissioners copies of the agenda together with copies of reports, etc. which shall relate to matters of business of the agenda.

Unless extenuating circumstances arise, a paper copy of the agenda and attachments will be sent enough in advance of the scheduled meeting date to allow commissioner review prior to the meeting. A paper copy of the complete agenda and attachments is made available in the Controller/Administrator's Office. An electronic copy of the agenda and attachments is also made available on the county web [www.tuscolacounty.org](http://www.tuscolacounty.org). The Controller/Administrator's office electronically notifies all department heads and other requesting parties when agendas are available on the website.

It is stressed that other agenda items may be added the day of the meeting. Also, certain items may be covered under the agenda heading "other business/on-going matters."

**5.3 Distribution of Committee Meeting Agendas**

Committee agendas (in draft form) will be made available electronically via the county website in advance of the scheduled meeting. The Controller/Administrator's Office also notifies all department heads and other requesting parties when the agenda is available on the website. It is stressed that other agenda items may be added the day of the meeting. Also, certain items may be covered under the agenda heading "other business/on-going matters." There may be extenuating circumstances where it is not possible to distribute the agenda in advance of the meeting.

**5.4 Consent Agenda**

The Board shall use a "Consent Agenda" according to the resolution and rules approved by the Board on January 25, 2000. The consent agenda motions will be prepared by the Controller/Administrator's Office.

**5.5 Order of Business**

The order of business at all Board meetings shall follow the following agenda, unless the Board approves modifications during the "Agenda" section of the meeting:

- a. Call to Order
- b. Prayer

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- c. Pledge of Alliance
- d. Roll Call
- e. Adoption of Agenda
- f. Action on Previous Meeting Minutes
- g. Brief Public Comments
- h. Consent Agenda
- i. New Business
- j. Old Business
- k. Correspondence
- l. Committee and Liaison Reports
- m. Closed Sessions (if necessary)
- n. Extended Public Comment
- o. Adjournment

## 6. CONDUCT OF MEETINGS

### 6.1 Chairperson

The person elected chairperson in the first meeting each year of the Board shall preside at all meetings of the Board. In the absence of the chairperson, the person elected vice-chairperson shall preside. If neither the chairperson nor the vice-chairperson is present, the clerk shall preside until the commissioners present elect a commissioner to preside during the absence of the chairperson or vice-chairperson.

### 6.2 Form of Address

Any person, including Board members, wishing to speak at a meeting shall first obtain the approval of the chairperson and each person who speaks shall address the chairperson, and not other members of the audience, other commissioners or staff in attendance.

### 6.3 Disorderly Conduct

The chairperson shall call to order any person who is being disorderly by speaking or otherwise disrupting the proceedings, by failing to be germane, by speaking longer than the allotted time, by speaking vulgarities, or by violating Board rules. Such person shall there upon be seated until the chairperson shall have determined whether the person is in order. If a person so engaged in presentation shall be ruled out of order, he or she shall not be permitted to speak further at the same meeting except upon special leave by the Board of Commissioners. If the person shall continue to be disorderly and to disrupt the meeting, the chairperson may order the person to leave the meeting. Since the purpose of the meeting is to discuss public business and not address individual personalities, "personal attacks" on government officials are prohibited and shall be considered "out of order".

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**6.4 Brief and Extended Public Comment Period**

A brief public comment period will be provided early on the Board agenda for agenda items only. Comments during this period will be limited to 3 minutes in order to leave time for the Board to conduct other items on the agenda unless this time is waived by the Chairperson.

Another public comment period will be provided later on the agenda with the length of public comment extended. The length of comment during this period will be at the discretion of the Chairperson.

**6.5 Procedures to Address the Board**

Any person who addresses the Board shall state their name and their township of residence for the record. When there are many people who desire to address the Board, the Chairperson may implement other reasonable rules for public participation, including but not limited to requiring the completion of a written request to speak at the meeting.

**7.0 RECORD OF MEETINGS**

**7.1 Minutes and Official Records**

The county clerk shall be clerk of the Board and shall be responsible for maintaining the official record and minutes of each meeting of the Board. The minutes shall include all the actions and decisions of the Board. The minutes shall include the names of the mover and seconder and the vote of the commissioners. The record shall also state whether the vote was by voice or by roll call; when by roll call, the record shall show how each member voted. The clerk shall maintain, in the office of the clerk, copies of each resolution and ordinance or other matter acted upon by the Board. The official minutes, however; may refer to those matters by an identifying number and the descriptive title of the ordinance, resolution/motion, or other matter.

**7.2 Record of Discussion**

The clerk shall not be responsible for maintaining a written record or summary of the discussion or comments of the Board members nor of the comments made by the members of the public.

**7.3 Request for Remarks to Be Included**

Any Commissioner may have his or her comments printed as part of the record upon the concurrence of a majority of the other members. Comments to be included in the record shall be provided in writing by the member.

**7.4 Public Access to Meeting Records**

The clerk shall make available to members of the public the records and minutes of the Board meetings in accordance with the Freedom of Information Act. Draft board

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minutes, prepared but not approved by the Board, shall be available for public inspection not more than eight business days following the meeting. Minutes approved by the Board shall be available within five business days of the meeting at which they were approved. The Board shall also promptly mail copies of minutes to persons who have subscribed and paid the fee therefore as determined by the Board, consistent with any requirements of the Freedom of Information Act.

**7.5 Board Stationery**

County Board stationery cannot be used for personal commissioner use unless approved by the Full Board of Commissioners.

**8.0 COMMITTEES**

**8.1 Committee of the Whole**

All commissioners shall serve on a Committee of the Whole which will be advisory only but responsible for making recommendations to the Board but not decisions for the Board. The Committee of the Whole may have topic leaders whereby a commissioner is assigned to lead topics areas such as finance, personnel, building and grounds, etc. The County Clerk shall keep minutes of these meetings. The consent agenda motions will be prepared by the Controller/Administrator's Office.

**8.2 Statutory Finance Committee**

A Statutory Finance Committee (consisting of all five commissioners) will be responsible for review and approval of all claims and per diems. In the event that the Statutory Finance Committee meets in a continuous meeting setting with the Full Board or a Committee of the Whole meeting, the Statutory Finance Committee meeting shall be separately called, opened and adjourned, and separate minutes shall be kept. The County Clerk must keep the minutes of this meeting. The County Clerk will maintain minutes of all Statutory Finance Committee meetings and shall make them available to necessary parties and they shall be included with each Board packet.

**8.3 Grievance Committee**

Two commissioners will be appointed and serve on the union contract grievance committee.

**8.4 Commissioner Appointments**

The Board chairperson shall appoint commissioners to various boards and commissions and in certain cases as a liaison to boards and commissions.

**9.0 CLOSED MEETINGS**

**9.1** The vote to hold a closed meeting shall be recorded in the minutes of the meeting at which the decision was made.

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9.2 The Board of Commissioners may meet in closed session, closed to members of the public, upon the motion of any member and roll call approval by two-thirds of the members for the following purposes:

- 9.2.1 To consider the purchase or lease of real property, until an option to purchase or release that property is obtained.
- 9.2.2 To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the county Board.
- 9.2.3 To consider a County attorney's written opinion.
- 9.2.4 To review the specific contents of an application for employment to a county position and the applicant requests that the application remains confidential. Whenever the Board meets to interview an applicant, the meeting shall be open to the public.
- 9.2.5 Other Reasons

The Board may also meet in closed session for the following reasons without the requirement of a two-thirds vote:

- 9.2.5.1 To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent if the named person requests a closed hearing. If the person rescinds his/her request for a closed hearing the matter at issue shall thereafter be considered only in open public meeting.
- 9.2.5.2 To consider strategy connected with the negotiation of a collective bargaining agreement.
- 9.2.5.3 To consider any other matter authorized as a topic of a closed meeting by the Open Meetings Act, upon the proper vote specified therein.

### 9.3 Minutes, Closed Meetings

Generally, the County Clerk shall prepare the minutes for closed meetings. If the Board Chair determines that it would be inappropriate for the Clerk to attend the closed meeting, he shall designate another party to take the minutes. The County's attorney may review the draft minutes of the Closed Meeting. The minutes are to be sealed and kept in the County Clerk's office. Such minutes do not have to be approved by the Board. The minutes shall not be disclosed to the public except upon the order of a court. With the approval of the Board Chair, the Clerk may destroy the minutes after one year

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and one day have passed after the meeting at which the Board approved the minutes of the meeting at which the Board voted to hold the closed meeting.

## 10. MOTIONS AND RESOLUTIONS

### 10.1 Statement by Chairperson, Motions, and Resolutions

No motions or resolution shall be adopted until the presiding officer states the motion. All motions, except procedural motions and resolutions, may be required to be in writing upon the demand of any member. A request to recess for the purpose of writing out a motion or resolution shall be in order.

### 10.2 Rank of Motions

- a. Privileged Motions
- b. Fix the time to which to adjourn (to set the time for next meeting)
- c. Adjourn
- d. Recess
- e. Raise a question of privilege
- f. Call for orders of the day

### 10.3 Subsidiary Motions

- a. Lay on the table
- b. Call the previous question (immediately to close debate and making of subsidiary motions except lay on the table)
- c. Limit or extend the limits of debate
- d. Postpone to a certain time (postpone definitely)
- e. Refer to a committee
- f. Amend the main motion
- g. Postpone indefinitely
- h. Clear the floor of all motions

#### 10.3.1 Main Motion

#### 10.3.2 Non-debatable Motions

The motions to fix the time of the next meeting, adjourn, recess, point of privilege, call for orders of the day, to table, vote immediately, limit or extend debate shall be ordered and voted upon without debate.

### 10.4 Procedural Motions

#### 10.4.1 Motion to Reconsider

The motion to reconsider shall be in order on any question that the Board has decided, but no question shall be reconsidered more than once. The motion to

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reconsider shall be in order on the same day as the vote to be reconsidered was taken, or at the following meeting. The motion to reconsider shall be made only by a member who voted with the prevailing side. A motion to reconsider a motion to amend shall not be in order if the main question has been voted upon. If the Board has adopted a motion to reconsider, however, motions to amend shall be in order.

**10.4.2 Motion to Clear the Floor**

The motion to clear the floor may be made by the chairperson or a member, whenever procedural matters have become sufficiently confused. If the motion to clear the floor has been adopted, it shall clear the floor of all motions as though they have been withdrawn. The motion shall not be subject to debate nor, if adopted, to reconsideration.

**10.4.3 Temporary Suspension of the Rules**

These rules may be suspended temporarily at any time by vote of two-thirds of the members elected and serving to achieve any legal objective of the Board in a legal manner.

**10.4.4 Appeal Rulings of the Chairperson**

Any Commissioner may appeal the ruling of the chairperson. On all appeals receiving a second, the question shall be "Shall the decision of the Chairperson stand as the decision of the County Board of Commissioners?"

**11. VOTING**

**11.1 Abstaining from Voting**

Whenever the Chair puts a question to the members, every commissioner present shall vote on the question. No member present shall abstain from voting "yes" or "no". In the event that a member refuses to declare a "yes" or "no", the Chair shall direct the Clerk to record the vote as a "no" vote.

**11.2 Roll Call Votes**

The names and votes of commissioners shall be recorded on Board actions to adopt final measures such as ordinances, resolutions, appointment or election of officers, etc. The election of the Board chairperson may be by secret ballot with the approval of a majority of commissioners present. Upon the demand of one fifth of the commissioners, a roll call vote shall be taken on other motions and actions.

**11.3 Voting Via Voice**

When in the judgment of the chairperson, the Board of Commissioners will cast a unanimous vote on the question on the floor, the Chairperson may put the questions to the members by stating: "Without objection, the chair will direct the clerk to enter a unanimous affirmative (or negative) vote on the question. Is there objection?"

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Hearing none, the clerk is directed to enter a unanimous affirmative (or negative) vote on the question." At this point, the clerk shall enter an affirmative (or negative) vote for each of the members present.

If any member objects, he or she should do so aloud. Whereupon, the chairperson shall direct the clerk to call the roll.

**11.4 Votes Required**

Procedural and other questions arising at a meeting of the Commissioners, except for those decisions required by statute to have a higher majority, shall be decided by a majority of the members present. A majority of the members elected and serving shall be required for final passage or adoption of a measure, resolution, or the allowance of a claim.

**12. PARLIAMENTARY AUTHORITY**

Robert's Rules of Order (Newly Revised) shall govern all questions of procedure not otherwise provided by these rules or by state or federal law. The legal counsel to the Board or other person so designated by the Board shall serve as the Board's parliamentarian and shall advise the presiding officer regarding rules of procedure.

**13. INTRODUCTION AND ADOPTION OF ADMINISTRATIVE RESOLUTIONS**

**13.1 Definition**

Any action regarding the operation or administration of a department of the county government or containing policies of the Board of Commissioners applicable to one or more departments of the county, and not adopted as an ordinance, shall be declared administrative policy.

**13.2 Introduction**

Any commissioner may introduce an administrative resolution at any regular or special meeting of the Board of Commissioners in the regular order of business.

**13.3 Order for Consideration**

The regular order for consideration of proposed administrative resolutions shall be:

**13.3.1 Introduction**, first reading by title, and reference to the appropriate committee, as determined by the Board chairperson.

**13.3.2 Report** by the committee considering the proposal and placement on the agenda under new business – adoption of resolutions.

**13.3.3 Full Board** discussion and vote. Each member shall be given opportunity to discuss the resolution and offer such amendments as she or he shall consider appropriate. Amendments shall be made in the following forms:



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"I move to amend by striking the following (sections or words)."

"I move to amend by striking the following (sections and words) and inserting the following (sections or words)."

"I move to amend by inserting the following (lines or words) after (describe the location)."

"I move to amend by adding the following (lines or words) after (describe the location)."

Before calling for a vote on the proposed amendment, the chairperson shall direct the clerk to read the proposed amendment and to state how the section or sentence will read if the amendment is approved. Thereafter, the chairperson shall call the question on the amendment.

**13.3.4 Form**

Each administrative resolution shall conform to the form required for introduction and adoption.

**13.5 Committee Review**

The chairperson of the Board shall refer all proposed administrative resolutions to an appropriate committee of the Board. The committee shall review the proposal and invite effected departments of the county to comment and offer explanations. The committee, in its report, shall include a summary of the comments and objections to the resolution. Any administrative resolution reported without recommendation shall automatically lie on the table until ordered removed by the Board.

**13.6 Adoption**

The Board of Commissioners may adopt the committee recommendation or refer the report to a standing committee where further consideration can be given. On the final adoption of a proposed amendment, the vote shall be taken by a record roll call or in accordance with Rule 11.3. A majority of the commissioners elected and serving shall be required for adoption, unless a statute requires a larger number of votes to adopt the policy.

**13.7 Notification**

Upon the final adoption of an administrative resolution, the Board secretary shall notify each county department head of the Board action. Such notification shall be by title or summary. The Board secretary shall make available a copy of the full administrative resolution.

**13.8 Record of Administrative Resolutions**

The clerk shall keep a copy of each administrative resolution of the Board in a separate file or book with appropriate subcategories according to subjects covered. The record of each administrative resolution shall provide the date of adoption, the

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record vote of each commissioner, and any amendments thereto adopted by the Board.

**14. INTERPRETATION & OPERATION**

**14.1 Intent Controls**

These Rules shall be interpreted in a manner to effectuate their intent, and as a general rule, form should not be elevated over substance.

**14.2 Coordination**

Wherever possible, these Rules should be interpreted in a manner consistent with state law and County ordinance.

**14.3 Severance**

If any Rule herein is determined to be unlawful, it shall be struck and the remaining Rules shall continue in full force and effect.

**14.4 Ratification**

In the event that a Board action shall be declared invalid because of a failure to follow these Rules, the Board shall have the right to ratify the action and to make such ratification nunc pro tunc (effective as of the original date of the defective action).

**14.5 Amendment**

The Board may amend these Rules at any time upon a majority vote of the members serving.

CONSENT AGENDA RESOLUTION POLICY  
Adopted 1/25/00

**1. PURPOSE**

As the number of matters that require County Board approval has substantially increased over the last decade, the Tuscola County Board of Commissioners has determined that it can achieve greater efficiency by establishing this consent agenda policy and following the consent agenda resolution format attached.

**2. POLICY**

The following rules govern the use of a consent agenda by the Tuscola County Board of Commissioners:

- 2.1 The consent agenda shall be in resolution form approved by the Tuscola County Board of Commissioners.
- 2.2 The Consent Agenda Resolution shall carry a number according to the County Clerk's system of number Board resolutions. Each separate matter on the Consent Agenda itself, shall be separately lettered.
- 2.3 Only those matters that under Michigan law may be approved by a majority vote of the Tuscola County Board of Commissioners are eligible for approval in a Consent Agenda Resolution.
- 2.4 The Chairperson of the County Board of Commissioners shall be responsible for the preparation of the Consent Agenda Resolution, although he or she may delegate this responsibility to the County Clerk or County Controller.
- 2.5 Any Board committee by a majority vote of its members or the Board Chairperson may place a matter on the Consent Agenda Resolution.
- 2.6 The Consent Agenda Resolution must be prepared prior to a regular Board meeting and sent to each commissioner along with the Meeting Agenda.
- 2.7 No matter may be added to the Consent Agenda Resolution at the Board Meeting, and prior to the approval of the Consent Agenda Resolution, any commissioner may sever one or more items from the Consent Agenda, thereby forcing a separate vote on that item or items. Such a request for severance must be recognized by the Chairperson at any time prior to the vote on the Consent Agenda Resolution. Any commissioner may request the severance of items from the Consent Agenda Resolution after the Resolution has failed and may thereafter move the adoption of the Consent Resolution. If the Consent Agenda

## CONSENT AGENDA RESOLUTION POLICY

Adopted 1/25/00

Resolution fails a second time, it may not be re-introduced at that meeting, although any particular matter therein may be the subject of a subsequent separate vote at that meeting.

- 2.8 The County Clerk is not required to read the entire Consent Agenda Resolution at a meeting, but the entire Resolution, whether approved or rejected, must be published within the minutes of the Board for that meeting.
- 2.9 If a majority of the commissioners elected and/or then serving on the Board affirmatively vote in favor of the approval of the Consent Agenda Resolution, it shall be adopted.
- 2.10 Roberts Rules of Order, provided they are not inconsistent with the terms of this Policy, are otherwise applicable.
- 2.11 Any motion, resolution, or other act of Tuscola County inconsistent with the Consent Agenda Resolution Policy is hereby rescinded, modified, replaced or superseded by this policy.

(D)



8569 State St - P.O. Box 261 - Millington, MI 48746  
Phone: (989)871-2702 - Fax: (989)871-5517 - Email: vom\_clerk@millingtonvillage.org

December 17, 2018

Tuscola County Clerk's Office  
Attn: Jodi Fetting  
440 N. State St  
Caro, MI 48723

Dear Jodi,

Attached please find a petition to the Board of Commissioners requesting a hearing to annex into the Village of Millington, from Millington Township, Parcel #017-015-000-1600-00 and 017-016-000-0100-00, both properties of Millington Schools. At the request of the school board, the Village has agreed to annex the above properties into the Village so the whole Millington School Campus is under the same jurisdiction.

Also attached, please find the resolution that the Village Council has adopted allowing for the annexation, copies of the letters from the school superintendent requesting the annexation and a copy of their minutes. Also attached is a map showing the parcels and descriptions.

Please inform us when a hearing has been set so that we may post the hearing in the paper three times prior to the meeting.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Kaylene Long".

Kaylene Long  
Village of Millington Clerk

PETITION  
VILLAGE OF MILLINGTON

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

Property Description at 017-015-000-1600-00

MILL-15-302A SEC 15 T10N R8E THAT PT OF W 1/2 OF SW 1/4 LYING NELY OF NYC RR R/W DESC AS: BEG AT W 1/4 COR TH N 89 DEG 34' 58" E 1285.28 FT ALG E & W 1/4 LN TO W N & S 1/8 LN, S 0 DEG 15' 11" E 2039.87 FT ALG 1/8 LN TO NELY R/W OF NYC RR, N 35 DEG 39' W 2215.78 FT ALG R/W LN TO W SEC LN, N 0 DEG 42' 08" W 229.99 FT TO W 1/4 COR OF SEC AND POB EX BEG AT W 1/4 COR OF SEC 15, TH E 662.32 FT ALG E & W 1/4 LN, S 279.99 FT, W TO NELY R/W LN OF NYC RR N 35 DEG 39' 00" W 61 FT M OR L TO W LN, N 229.99 FT TO W 1/4 COR & POB. 33.4 A.

And,

Property Description at 017-016-000-0100-00

MILL-16-104 SEC 16 T10N R8E ALL THAT PART OF S 1/2 OF S 1/2 OF NE 1/4 E OF RR, ALL THAT PART OF N 1/2 OF S 1/2 OF NE 1/4 E OF RR EXC COM 330 FT E & 1331.5 FT S OF NW COR OF NE 1/4 OF NE 1/4, S 30 FT, E 79.75 FT, S 351 FT TO RR R/W, NWLY ALONG RR R/W 432.2 FT, E 171.25 FT TO POB.


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

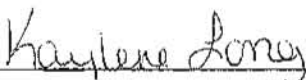
The reasons for the annexation are fully set forth in the resolution of the Village Council of the Village of Millington, Tuscola County, Michigan, attached hereto. The annexation is necessary to put 100% of the Millington Community Schools' Campus within the Village of Millington's village limits and therefore placing it under the same jurisdiction for police coverage to ensure quicker response times and communication between the schools and police department.

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

Signed at Village of Millington Council Chambers, Michigan, this 13<sup>th</sup> day of December, 2019.

VILLAGE COUNCIL OF THE VILLAGE OF MILLINGTON

  
\_\_\_\_\_  
Village President

  
\_\_\_\_\_  
Village Clerk

Resolution to Approve the Annexation of the Millington Schools  
Football Field and Bus Garage into the  
Village of Millington

**WHEREAS**, it is to the mutual advantage and benefit of the people in the Village of Millington and to the students and staff of the Millington School District to have 100% of the Millington Community Schools' Campus within the Village of Millington village limits.

**WHEREAS**, the Millington Community School Buildings were annexed into the Village of Millington many years ago,

**WHEREAS**, the Millington Community School Board is seeking to be placed under the same jurisdiction for all school buildings and fields for police coverage to ensure quicker response times and communication between the schools and police department.

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

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

Property Description at 017-015-000-1600-00

MILL-15-302A SEC 15 T10N R8E THAT PT OF W 1/2 OF SW 1/4 LYING NELY OF NYC RR R/W DESC AS: BEG AT W 1/4 COR TH N 89 DEG 34' 58" E 1285.28 FT ALG E & W 1/4 LN TO W N & S 1/8 LN, S 0 DEG 15' 11" E 2039.87 FT ALG 1/8 LN TO NELY R/W OF NYC RR, N 35 DEG 39' W 2215.78 FT ALG R/W LN TO W SEC LN, N 0 DEG 42' 08" W 229.99 FT TO W 1/4 COR OF SEC AND POB EX BEG AT W 1/4 COR OF SEC 15, TH E 662.32 FT ALG E & W 1/4 LN, S 279.99 FT, W TO NELY R/W LN OF NYC RR N 35 DEG 39' 00" W 61 FT M OR L TO W LN, N 229.99 FT TO W 1/4 COR & POB. 33.4 A.

And,

Property Description at 017-016-000-0100-00

MILL-16-104 SEC 16 T10N R8E ALL THAT PART OF S 1/2 OF S 1/2 OF NE 1/4 E OF RR, ALL THAT PART OF N 1/2 OF S 1/2 OF NE 1/4 E OF RR EXC COM 330 FT E & 1331.5 FT S OF NW COR OF NE 1/4 OF NE 1/4, S 30 FT, E 79.75 FT, S 351 FT TO RR R/W, NWLY ALONG RR R/W 432.2 FT, E 171.25 FT TO POB.

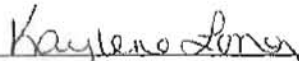


2. That the President and the Clerk of the Village of Millington are authorized to sign a petition directed to the Board of Commissioners of Tuscola County and to attach a copy of this resolution to the petition, said petition requesting that the Board of Commissioners hold a hearing and take action on the petition as prayed for in the petition.

Motion made by Slough, Supported by Maxfield, motion passed to approve Resolution 2018-10 Approving the Annexation of the Millington Community School's football field (parcel #017-015-000-1600-00) and bus garage/baseball field (parcel #017-016-000-0100-00) into the Village limits.

Yea: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough  
Nay: None  
Abstain: None  
Absent: Bassett

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Village Council of the Village of Millington held in the Village Council Chambers, Tuscola County, Michigan 10th day of December, 2018.

  
\_\_\_\_\_  
Kaylene Long, Village Clerk



**MILLINGTON COMMUNITY SCHOOLS**  
 WWW.MCSDISTRICT.COM



Lawrence R. Kroswek, Superintendent

November 14, 2018

Village of Millington  
 8569 State Street  
 P.O. Box 261  
 Millington, MI 48746

The Millington Schools are requesting annexation of the following property:

Property Description at 017-016-000-0100-00

MILL-16-104 SEC 16 T10N R8E ALL THAT PART OF S 1/2 OF S 1/2 OF NE 1/4 E OF RR, ALL THAT PART OF N 1/2 OF S 1/2 OF NE 1/4 E OF RR EXC COM 330 FT E & 1331.5 FT S OF NW COR OF NE 1/4 OF NE 1/4, S 30 FT, E 79.75 FT, S 351 FT TO RR R/W, NWLY ALONG RR R/W 432.2 FT, E 171.25 FT TO POB.

The purpose of this annexation request is to have 100% of the Millington Community Schools' Campus within the village of Millington Village Limits and therefore placing it under the same jurisdiction for police coverage to ensure quicker response times and communication between the schools and police department. The annexation should have been requested when the school district acquired the football field and the new bus garage years ago. Thus, correcting an oversight that occurred long ago.

Sincerely,

*Lawrence R. Kroswek*  
 Lawrence R. Kroswek, Superintendent  
 Millington Community Schools



**MILLINGTON COMMUNITY SCHOOLS**  
 WWW.MCSDISTRICT.COM



Lawrence R. Kroswek, Superintendent

November 14, 2018

Village of Millington  
 8569 State Street  
 P.O. Box 261  
 Millington, MI 48746

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Sincerely,

*Lawrence R. Kroswek*  
 Lawrence R. Kroswek, Superintendent  
 Millington Community Schools

# MILLINGTON BOARD OF EDUCATION

3100

MINUTES OF MEETING HELD December 4, 2018

Michael Sherman

SECRETARY

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The regular meeting was called to order by President Slough, at 6:00 p.m., in the Millington Jr/Sir High School media center, with members Germain, Hendricks, Hennessy, Shreve, Henderson, Slough, and Sherman present. Absent: None.

Superintendent Kroswek and Administrative Assistant Wooldridge present.

Student Representatives present: Fox and Koeltzow  
Sherman and Harrington (JH Student Council Members)

There were seven guests in the audience.

The Pledge of Allegiance was recited.

Vice-president Shreve swore in the newly elected/re-elected board members from the November 6, 2018, election.

Moved by Hendricks, supported by Germain, to accept the Consent Agenda as presented: Cash Flow Report and Minutes from the Regular Board Meeting of November 5, 2018. Roll call vote: Ayes: Germain, Hendricks, Henderson, Hennessy, Sherman, Slough and Shreve. Nays: None. Absent and not voting: None. Motion carried.

Building/Administrative Reports were submitted in written form to the Board members. Student representatives Fox and Koeltzow gave updates. NHS induction was held on November 15<sup>th</sup>. NHS Junior members will be attending a student legislative workshop in Lansing. NHS held a Blood Drive on November 20<sup>th</sup>. Student Council recently held Princess Night and Adopt-A-Family fundraiser has begun. Sherman and Harrington reported on JH Student Council activities. Members attended a fall Leadership Conference in Frankenmuth. Fundraisers have included dances, lock-in January, etc. Student council has also been purchasing supplies and equipment for the teachers and different organizations within the building.

Citizens' Comments: None

Discussion was held regarding placing ballot language on the May 7<sup>th</sup> or August 6<sup>th</sup> election either for a bond or sinking fund. Kroswek advised the board that he thought the first meeting that he held was very productive. The first step is to do a thorough assessment of the Meachum building and estimated costs of refurbishment to help determine the avenue to proceed with.

Kroswek provided the Board with a handout regarding guidelines on the new marijuana law. Kroswek advised the board at this time we will continue with our current policies.

Kroswek presented the first reading of the NEOLA policy updates.

Kroswek in the process of re-starting our Strategic Planning Process as he feels this brings the community together in support of our school system and will help drive the bond issue or sinking fund.

MINUTES OF MEETING HELD December 4, 2018

Michael Sherman

SECRETARY

---

Moved by Shreve, supported by Hendricks, to approve the Annexation Request as presented. Roll call vote: Ayes: Germain, Henderson, Hennessy, Hendricks, Sherman, Shreve, Slough. Nays: None. Absent and not voting: None. Motion carried.

Moved by Shreve, supported by Germain, to approve the application process with MIAdvise College Counselor as presented. Roll call vote: Ayes: Germain, Henderson, Hennessy, Hendricks, Sherman, Shreve, Slough. Nays: None. Absent and not voting: None. Motion carried.

Moved by Shreve, supported by Hendricks, to schedule the Organizational Board meeting on Monday, January 7, 2019, at 6:00 p.m. Roll call vote: Ayes: Germain, Hennessy, Henderson, Hendricks, Sherman, Shreve, Slough. Nays: None. Absent and not voting: None. Motion carried.

Upcoming events were discussed.

Meeting adjourned at 7:01 p.m.



Michael R. Sherman, Secretary  
Board of Education



# Tuscola County GIS

Parcel Report: 017-015-000-1600-00

12/13/2018  
1:32:09 PM



### Property Address

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GLEASON ST (OFF)  
MILLINGTON, MI, 48746

### Owner Address

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MILLINGTON COMMUNITY SCHOOL

Unit: 017

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Unit Name: MILLINGTON TWP

GLEASON ST  
MILLINGTON, MI 48746

### General Information for 2018 Tax Year

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Parcel Number:	017-015-000-1600-00	Assessed Value:	\$0
Property Class:	090	Taxable Value:	\$0
Class Name:	090 EXEMPT	State Equalized Value:	\$0
School Dist Code:	79100		
School Dist Name:	79100 MILLINGTON SCH		

PRE 2017: 0%

PRE 2018: 0%

**Prev Year Info**

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0

**Land Information**

Acreage: 0  
 Zoning:

**Legal Information**

MILL-15-302A SEC 15 T10N R8E THAT PT OF W 1/2 OF SW 1/4 LYING NELY OF NYC RR R/W DESC AS: BEG AT W 1/4 COR TH N 89 DEG 34' 58" E 1285.28 FT ALG E & W 1/4 LN TO W N & S 1/8 LN, S 0 DEG 15' 11" E 2039.87 FT ALG 1/8 LN TO NELY R/W OF NYC RR, N 35 DEG 39' W 2215.78 FT ALG R/W LN TO W SEC LN, N 0 DEG 42' 08" W 229.99 FT TO W 1/4 COR OF SEC AND POB EX BEG AT W 1/4 COR OF SEC 15, TH E 662.32 FT ALG E & W 1/4 LN, S 279.99 FT, W TO NELY R/W LN OF NYC RR N 35 DEG 39' 00" W 61 FT M OR L TO W LN, N 229.99 FT TO W 1/4 COR & POB. 33.4 A.

**Sales Information**

No Records Found

**Delinquent Tax Information**

\*DOES NOT include unpaid taxes on PERSONAL PROPERTY  
 No Records Found

**Tax History** <sup>1</sup>Total Due as of settlement date

**Tax Details 2018 Winter**

School Dist. Code:	79100	Assessed Value:	\$0
School Dist. Name:	79100 MILLINGTON SCH	Taxable Value:	\$0
Property Class:	090	State Equalized Value:	\$0
Class Name:	090 EXEMPT	Exemption Percent:	0%

Last Payment Date:

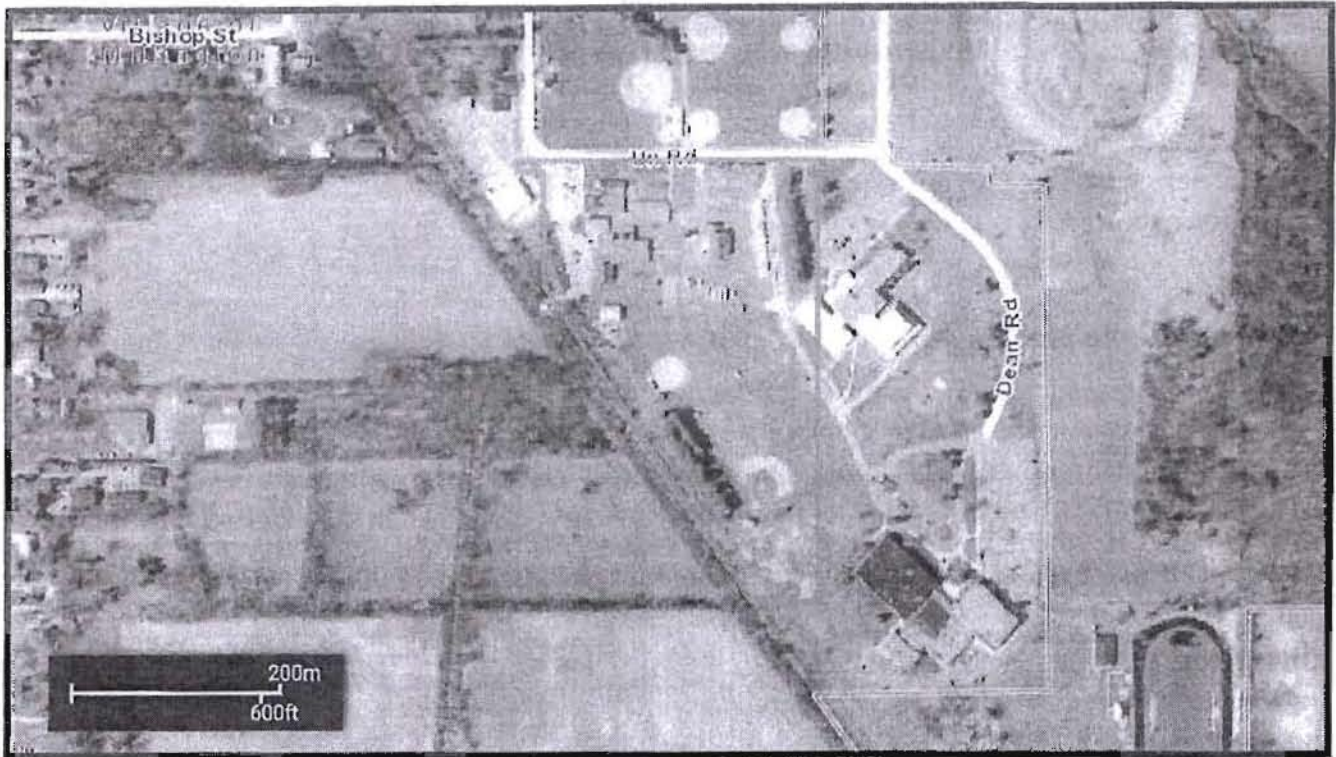
Base Tax:	\$0.00	Base Paid:	\$0.00
Admin Fees:	\$0.00	Admin Fees Paid:	\$0.00
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$0.00	Total Paid:	\$0.00

**Tax Items 2018 Winter**



# Tuscola County GIS

Parcel Report: 017-016-000-0100-00



### Property Address

GLEASON RD OFF)  
MILLINGTON, MI, 48746

### Owner Address

MILLINGTON COMMUNITY	Unit:	017
SCHOOL DISTRICT 2	Unit Name:	MILLINGTON TWP
MILLINGTON, MI 48746		

### General Information for 2018 Tax Year

Parcel Number:	017-016-000-0100-00	Assessed Value:	\$0
Property Class:	090	Taxable Value:	\$0
Class Name:	090 EXEMPT	State Equalized Value:	\$0
School Dist Code:	79100		
School Dist Name:	79100 MILLINGTON SCH		

PRE 2017: 0%



PRE 2018: 0%

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0

Land Information

Acreage: 0  
 Zoning:

Legal Information

MILL-16-104 SEC 16 T10N R8E ALL THAT PART OF S 1/2 OF S 1/2 OF NE 1/4 E OF RR, ALL THAT PART OF N 1/2 OF S 1/2 OF NE 1/4 E OF RR EXC COM 330 FT E & 1331.5 FT S OF NW COR OF NE 1/4 OF NE 1/4, S 30 FT, E 79.75 FT, S 351 FT TO RR R/W, NWLY ALONG RR R/W 432.2 FT, E 171.25 FT TO POB.

Sales Information

No Records Found

Delinquent Tax Information

\*DOES NOT include unpaid taxes on PERSONAL PROPERTY  
 No Records Found

Tax History \*Total Due as of settlement date

Tax Details 2018 Winter

School Dist. Code:	79100	Assessed Value:	\$0
School Dist. Name:	79100 MILLINGTON SCH	Taxable Value:	\$0
Property Class:	090	State Equalized Value:	\$0
Class Name:	090 EXEMPT	Exemption Percent:	0%

Last Payment Date:

Base Tax:	\$0.00	Base Paid:	\$0.00
Admin Fees:	\$0.00	Admin Fees Paid:	\$0.00
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$0.00	Total Paid:	\$0.00

Tax Items 2018 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
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[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**Subject:** I-69 Thumb Region Special Meeting  
**Location:** GCMPC Conference Room  
  
**Start:** Thu 01/10/2019 9:30 AM  
**End:** Thu 01/10/2019 10:30 AM  
**Show Time As:** Tentative  
  
**Recurrence:** (none)  
  
**Meeting Status:** Not yet responded  
  
**Organizer:** Compton, Debra

Good Morning I-69 Thumb Region Steering Committee Members,

We have great news! The I-69 Thumb Region was awarded over \$300,000 from the 2019 Regional Prosperity Initiative (RPI) funding. Thank you to all of our partners for their letters of support, we truly appreciate it and we're very excited to begin working on next year's projects.

There will be a special meeting of the I-69 Thumb Region Steering Committee next week to discuss the proposed 2019 award. Please see the details below:

**What:** I-69 Thumb Region Steering Committee

**When:** Thursday, January 10<sup>th</sup> at 9:30 a.m.

**Where:** Genesee County Administration Building  
 1101 Beach Street, Rm. 223  
 Flint, MI 48502  
 (2<sup>nd</sup> Floor – Planning Commission Conference Room)

**OR**

Proposal for Software and Services, Presented to...

Tuscola County MI

December 3, 2018

Quoted by: Dan J. Burns, CPA



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Cost Summary

Applications and Annual Service Fee prices based on an approximate SEV of \$1.733 Billion. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

### Applications

<b>Financial Management</b>	
General Ledger .NET	\$12,015
Accounts Payable .NET	\$9,580
Cash Receipting .NET	\$9,580
Fixed Assets .NET	\$9,580
<b>Personnel Management</b>	
Payroll .NET	\$13,740
Human Resources .NET	\$12,015
Timesheets .NET	\$8,660
<b>BS&amp;A Online</b>	
Employee Self-Service	\$8,245
	Subtotal \$83,415

### Data Conversions/Database Setup

Convert existing Harris Open Windows data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$6,010
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$4,790
Cash Receipting (Receipt items, Up to 10 years receipt history)	\$4,790
Payroll (Database setup, employee detail, YTD, up to 10 years check history)	\$10,305
Convert existing Sage data to BS&A format:	
Fixed Assets (Setup of Assets, Entry of Value, Accumulated Depreciation)	\$4,790
Database Setup:	
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	\$3,300
	Subtotal \$33,985

No conversion or database setup to be performed for:  
Timesheets



## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$16,775**

## Implementation and Training

- \$1,100/day
- Days quoted are estimates, you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	3		<b>\$3,300</b>
Financial Management Applications	Days:	10		<b>\$11,000</b>
Personnel Management Applications	Days:	24		<b>\$26,400</b>
	Total.	37	Subtotal	<b>\$40,700</b>



## Cost Totals

*Not including Annual Service Fees*

Applications	\$83,415
Data Conversions	\$33,985
Project Management and Implementation Planning	\$16,775
Implementation and Training	\$40,700

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<b>Total Proposed</b>	<b>\$174,875</b>
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<i>Travel Expenses</i>	<i>\$4,750</i>
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### Payment Schedule

- 1<sup>st</sup> Payment: \$50,760 to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: \$83,415 to be invoiced at start of training
- 3<sup>rd</sup> Payment: \$45,450 to be invoiced upon completion of training.



## Annual Service Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI)

<b>Financial Management</b>	
General Ledger .NET	\$2,405
Accounts Payable .NET	\$1,915
Cash Receipting .NET	\$1,915
Fixed Assets .NET	\$1,915
<b>Personnel Management</b>	
Payroll .NET	\$2,750
Human Resources .NET	\$2,405
Timesheets .NET	\$1,730
<b>BS&amp;A Online</b>	
Employee Self-Service	\$1,650
<b>Total Annual Service Fees</b>	<b>\$16,685</b>



## Additional Information

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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### Cash Receipting Hardware

	Quantity	Cost
Epson Series Receipt Printer*	\$750 x _____ =	\$ _____
APG Cash Drawer**	\$250 x _____ =	\$ _____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250 x _____ =	\$ _____
Credit Card Reader	\$75 x _____ =	\$ _____

This will add \$ \_\_\_\_\_ to the Total Proposed.

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

*\*\*If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?  
\_\_\_Epson \_\_\_Ithaca \_\_\_Other (please specify)\_\_\_\_\_*

Please provide the number of cash drawers that will be hooked up to the printer: \_\_\_\_\_

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### BS&A Online

#### Connection Requirements

BS&A Online requires a high-speed internet connection (cable modem or DSL).





## Acceptance

### Signature constitutes...

1. An order for products and services as quoted  
*Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation*
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

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Signature

Date

**BS&A PLEDGE.** We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

### Returning Accepted Proposal to BS&A

*Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:*

Mail: BS&A Software  
14965 Abbey Lane  
Bath, MI 48808

Fax: (517) 641-8960

Email: [dburns@bsasoftware.com](mailto:dburns@bsasoftware.com)

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.



## Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

### Key Contact for Implementation and Project Management

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### IT Contact

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_



## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the Park District of Elmhurst ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

### SECTION A – SOFTWARE LICENSE

#### **1. License Grant.**

1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications") For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.

1.2. Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

2. **License Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**.

#### **3. Limited Software Warranty.**

3.1. BSA warrants and represents for a period of one (1) year from the installation of BSA Software Product that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within one (1) year from the installation of the applicable BSA Software Product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product.

3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS

WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

**4. Ownership of BSA Software Products/Proprietary Information.**

4.1. BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

**SECTION B – PROFESSIONAL SERVICES**

5. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement

6. **Change Orders.** If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.

**7. License and Ownership.**

7.1. All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.

7.2. Subject to Section 7.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

8. **Cancellation.** In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all expenses incurred by BSA on Customer's behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

**9. Limited Professional Services Warranty.**

9.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.

9.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

## **SECTION C – MAINTENANCE AND SUPPORT**

### **10. Maintenance and Support Generally.**

- 10.1. For a one-year period, commencing on the installation of the BSA Software Products, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided at no additional charge (beyond the cost of annual Maintenance and Support) by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.
- 10.2. Commencing one (1) year from the installation of the BSA Software Products, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**. Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.
- 10.3. BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the "Annual Renewal Fee")

### **11. Support.**

- 11.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void
- 11.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.
- 11.3. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.
- 11.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

## SECTION D – GENERAL TERMS AND CONDITIONS

12. **Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 1, above) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).
13. **BSA Proprietary Information.**
- 13.1. Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the "Proprietary Information").
- 13.2. The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 13.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 13.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.
14. **Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

15. Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS. To the maximum extent authorized by law, Customer agrees to defend, indemnify and hold BSA harmless for any claim by any person or entity arising out of any loss or compromise of data or data security or arising out of Customer's breach of this Agreement.
16. **Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
17. **Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).
18. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
19. **Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination; and (b) Customer shall return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 16, 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
20. **Payment Terms** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court of the United States of America lying in the Western District of Michigan.
22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
23. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction, release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.

24. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
25. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
26. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
27. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software  
 14965 Abbey Lane  
 Bath, MI 48808  
 Attn: Contracts Manager  
 Telephone: 517-641-8900

If to Customer:

Tuscola County  
 125 W Lincoln St  
 Caro, MI 48723  
 Telephone No: 989-672-3890

28. **Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
29. The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules.
30. **Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:
  - Exhibit A – Payment Terms Generally*
  - Schedule 1 to Exhibit A - License/Interface/Customization Fees*
  - Schedule 2 to Exhibit A – Professional Services Fees*
  - Exhibit B – Maintenance and Support Fees*
  - Exhibit C – Support Call Process*

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.



**BSA SOFTWARE, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received.
2. Any amount not subject to good faith dispute and not paid within thirty (30) days of the date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$50,760 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$83,415 at start of On-Site Implementation and Training. Such amount equals BSA's software license fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$45,450 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
6. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of any transaction associated with this Agreement, exclusive of taxes on BSA's net income.

**Schedule 1 to Exhibit A**

**License Fees**

**Applications**

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<b>Financial Management</b>		
General Ledger .NET	\$12,015	
Accounts Payable .NET	\$9,580	
Cash Receipting .NET	\$9,580	
Fixed Assets .NET	\$9,580	
<hr/>		
<b>Personnel Management</b>		
Payroll .NET	\$13,740	
Human Resources .NET	\$12,015	
Timesheets .NET	\$8,660	
<hr/>		
<b>BS&amp;A Online</b>		
Employee Self-Service	\$8,245	
<hr/>		
	Subtotal	\$83,415

## Schedule 2 to Exhibit A

### Professional Services Fees

#### Data Conversions/Database Setup

Convert existing Harris Open Windows data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history.)	<b>\$6,010</b>
Accounts Payable (Vendors, Up to 10 years invoices and check history)	<b>\$4,790</b>
Cash Receipting (Receipt items, Up to 10 years receipt history)	<b>\$4,790</b>
Payroll (Database setup, employee detail, YTD, up to 10 years check history)	<b>\$10,305</b>
Convert existing Sage data to BS&A format:	
Fixed Assets (Setup of Assets, Entry of Value, Accumulated Depreciation)	<b>\$4,790</b>
Database Setup:	
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	<b>\$3,300</b>
Subtotal	<b>\$33,985</b>
No conversion or database setup to be performed for:	
Timesheets	

#### Project Management and Implementation Planning

**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$16,775**

#### Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

**Services include:**

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	3		<b>\$3,300</b>
Financial Management Applications	Days:	10		<b>\$11,000</b>
Personnel Management Applications	Days:	24		<b>\$26,400</b>
	Total:	37	Subtotal	<b>\$40,700</b>

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*Travel Expenses* **\$4,750**

**EXHIBIT B**

**Maintenance and Support Fees**

<b>Financial Management</b>	
General Ledger .NET	\$2,405
Accounts Payable .NET	\$1,915
Cash Receipting .NET	\$1,915
Fixed Assets .NET	\$1,915
<b>Personnel Management</b>	
Payroll .NET	\$2,750
Human Resources .NET	\$2,405
Timesheets .NET	\$1,730
<b>BS&amp;A Online</b>	
Employee Self-Service	\$1,650
<b>Total Annual Service Fees</b>	<b>\$16,685</b>

## EXHIBIT C

### Support Call Process

BSA's standard hours for telephone support are Monday through Friday 8:30 a.m. to 5:00 p.m. (EST), excluding holidays.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications; (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to IT, functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
  - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
  - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
  - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

#### Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

Employment of Relatives:

This ~~Employment of Relatives~~ ~~Nepotism~~ policy prohibits employees who are relatives from working in the same chain of command. Relatives of persons currently employed by Tuscola County may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within a department. The policy is intended to ensure effective supervision, discipline, positive morale, as well as, avoid appearances of impropriety, favoritism ~~and~~ conflict of interest.

Applicants are required to disclose relatives who work in the Tuscola County Department where the applicant seeks employment on their employment application. The Controller or Human Resources may inquire about a family relationship between employees to determine compliance with this policy.

For purposes of this policy, relatives are defined to include spouses, parents, children, brothers, sisters, brothers-in-law, sisters-in-law, fathers-in-law, mothers-in-law, step-parents, step-brothers, step-sisters, step-children, and any family members who reside in the same household. This policy also applies to individuals who are not related by blood, marriage, or other legal relationship but who reside with another employee.

This policy does not apply to current employees who are relatives and who are working in the same chain of command at the time this policy is implemented. However, this policy does apply to current employees who seek promotion or seek transfer into a vacant position.



