

Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, March 13, 2017 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance
Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

1. **Mosquito Abatement Material Purchase (See A)**
2. **Mosquito Abatement Truck Purchase (See B)**
3. **Mosquito Abatement 2017 Seasonal Employee Staff (See C)**
4. **Mosquito Abatement Annual Report**
5. **2016 Financial Summary (See D)**
6. **2016 Year-End Financial Amendments (See E)**
7. **MAC Update Regarding State Revenue Sharing and Other Financial Issues (See F)**
8. **MSU-e New Telephone System (See G)**
9. **Computer Changes Needed for Johnson Controls Software (See H)**
10. **IT Support Services Agreement – Village of Reese (See I)**
11. **HDC Request to Change CDBG Grant from Targeted to Countywide**

On-Going and Other Finance

1. Human Development Commission CDBG Housing Rehabilitation Loan
2. Jail Planning Committee
3. Millage Renewal Planning
4. Monitor Wind Turbine Development and Assessing/Taxation Dispute
5. Evaluate Benefit/Costs of CDBG Programs
6. Continue Review of Road Commission Legacy Costs
7. Audit Comment Regarding Bank Account

Personnel
Committee Leader-Commissioner Bardwell

Primary Personnel

1. **Controller/Administrator's Office Staffing Change**
2. **Appointment to Parks and Recreation Commission (See J)**
3. **Recycling Advisory Committee Draft By-Laws (See K)**
4. **Dispatch Out of State Travel Request (See L)**

On-Going and Other Personnel

1. Health Department Model of Performance Management (April)
2. Sheriff Hiring Incentive Proposal

3. Elected Officials Payroll Payment Procedures
4. Reporting Relationship (Nepotism Policy)
5. Initiate Turnover and Wage Survey to Minimize Vulnerability to Loss of Critical Positions
6. Update Personnel Policies with Federal Changes such as ACA, Exempt/non-Exempt
7. Develop Parameters for 2017 Labor Negotiations
8. Review Re-Establishment of Judicial Committee Meetings
9. Review Formation of Quarterly Meetings with Senior Leaders and Road Commissioners
10. Develop a Method to Communicate County Concerns to State Senator and Representative

Building and Grounds

Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. Jail Multi-Purpose Room A/C Bids
2. Vanderbilt Park Grant Agreement Resolution and Matching Funds (See M)
3. Recycling Relocation Update
4. Letter of Support for Vassar Township Community Park Grant Application (See N)

On-Going and Other Building and Grounds

1. Update 10 Year Capital Improvement Plan
2. Continue Work with Jail Planning Regarding Potential Jail Renovation and Additional Jail Bed Space for Holding Cells and Potential Revenue Generation
3. Implement 2017 Budgeted Capital Improvement Projects
4. Fire Safety Planning
5. Security/Safety Committee – Methods to Enhance Security – Next Steps

Other Business as Necessary

1. Denmark Township Solar Energy Moratorium (See O)
2. Resolution Regarding Medicare Prescription Drugs (See P)

Public Comment Period



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

To: Tuscola County Board of Commissioners
Michael Hoagland: Controller/Administrator

From: Kimberly Green: Director

Date: March 1, 2017

RE: 2017 Seasonal Mosquito Abatement Staff

We are requesting permission to hire our 2017 seasonal employees.
A list of the names are attached.

Thank you

Respectfully,

Kimberly Green
Kimberly Green, Director



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

To: Tuscola County Board of Commissioners
Michael Hoagland – County Controller/Administrator

From: Kimberly Green, Director

Date: March 1, 2017

Re: Request to purchase control materials for 2017 mosquito season

On January 14th 2017 sealed bids for insecticide materials were opened at the Midland County Board of Commissioners Finance Committee meeting. After review of these bids, we are requesting permission to purchase the following materials.

- Kontrol 4-4 (ULV Permethrin) 6,050 gallons
- BTI Granular 19,200 pounds

These purchases total \$101,792.00 and will be deducted from the 2017 Mosquito Abatement budget account 240-620-750-000, Abatement Materials.

This purchase was anticipated and sufficient funds allocated to this account.

Thank you,

Respectfully,

Kimberly Green, Director

**Midland, Bay & Tuscola County Mosquito Control Agencies
2017 INSECTICIDE BID SUMMARY**

Material	Amount		Vendor - Unit Price (pound, gallon, case)				
	B	Bay	Adapco	All Pro Vector	Clarke	Univar USA	Valent
	M	Midland					
	T	Tuscola					
A. Larvicide Oil		Brand	BVA -2		Coco Bear	Kontrol	
	M	3,300 gal.	\$7.19	N.B.	\$18.81	N.B.	N.B.
B. Altosid Pellets	M	46 cont.	\$562.10 2	N.B.	\$562.10 2	\$562.10 2	N.B.
C. Altosid XR Briq	M	2 cont.	\$710.60 2	N.B.	\$710.60 2	\$710.60 2	N.B.
D. Altosid WSP	M	6 cont.	\$648.00 2	N.B.	\$648.00 2	\$648.00 2	N.B.
E. ULV Permethrin		Brand	Pursuit 4-4	Evolver 4-4	Biomist 4+4	Kontrol 4-4	
	B	3,025 gal.	\$28.50	\$10.84	\$17.90	\$12.16	N.B.
	M	4,675 gal.	\$28.50	\$10.84	\$17.90	\$12.16	N.B.
	T	6,050 gal.	\$28.50	\$10.84	\$17.90	\$12.16	N.B.
F. Bs Granules		Brand	Spherotax 50G		VectoLex FG		
	M	520 lb.	\$5.19	N.B.	\$6.05	N.B.	N.B.
	B	520 lb.	\$5.19	N.B.	\$6.05	N.B.	N.B.
G. Bs WSP		Brand	Spherotax WSP		VectoLex WSP		
	M	2 cont.	\$679.79	N.B.	\$698.00	N.B.	N.B.
H. Bti Liquid		Brand	Aquabac XT				VectoBac 12AS
	M	3,920 gal.	\$26.45	N.B.	N.B.	N.B.	\$26.54 3
I. Bti Briquets	B	2 case	\$79.97	N.B.	\$80.00	\$76.00	N.B.
J. Bti Granule		Brand	Aquabac 200G				VectoBac G
	M	113,100 lb.	\$1.27	N.B.	N.B.	N.B.	\$1.2901 3
K. Natular XRT	B	23 case	N.B.		\$932.73	\$710.60 1	

Notes

- 1 Alt Bid Altosid XR Ingots
- 2 2017 rebate discounts may apply
- 3 Reflects a 3% early order discount



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

To: Tuscola County Board of Commissioners
Michael Hoagland – County Controller/Administrator

From: Kimberly Green, Director

Date: March 1, 2017

Re: Truck Purchase

I would like to request permission to purchase a 2017 GMC Sierra Truck. This truck would be replacing a 1997 truck from our original fleet. We accepted bids from three dealerships in the area. Bell – Wasik was able to provide A bid of \$20,904.00. Funding for this purchase is included in our budget for 2017.

Respectfully,

Kimberly Green, Director
Tuscola County Mosquito Abatement
1500 Press Drive
Caro, MI 48723
989-672-3748
kgreen@tuscolacounty.org

Larry Zapfe

From: hollyk@bellwasik.com
Sent: Thursday, August 25, 2016 12:22 PM
To: lzapfe@tuscolacounty.org
Subject: 2017 GMC Sierra Bid



Mosquito truck Standard
options.pdf (12...ipment for Mosq

Good Afternoon:

I am attaching a list of the standard options and the list of the ordered options. Some of them are duplicated.

Bell-Wasik Buick Gmc of Caro's bid is \$20,904. It is for a 2017 GMC Sierra regular cab two-wheel drive long box with a spray-in-liner.

Let me know if you have any questions. You left the message with Tricia Casey and I hope that it got to me the way you wanted it.

Thank you for the opportunity to place the bid.

Sincerely,

Holly Kilbourn
Bell-Wasik, Inc.
1014 E. Dayton Rd.
Caro, MI 48723
989-673-6126
888-850-4768



CHEVROLET - CADILLAC

Phone (989) 673-2171

Fax (989) 673-5861

Mosquito Abatement Truck Bid

Two 2017 Chevrolet Silverado's

MSRP \$31,195.00 each

Bid Price
with spray in bed liner \$23,174.00 each

A handwritten signature in cursive script that reads 'Mark Curtis'.

Mark Curtis
(989) 673-2171

Moore Motor Sales

www.themooreautogroup.com

(989) 673-4171
1725 W. Caro Rd
Caro MI 48723

Bill Jackson
Sales Consultant
O 989.673.4171 ext 252
C 989.553.3255
F 989.673.7229
bjackson@themooreautogroup.com

August 26, 2016

BID FOR: Tuscola County, Mosquito Abatement

MODEL YEAR: 2017

MAKE: Ford

MODEL: F 150 Regular Cab, 4x2, 141" wheelbase (F1C)

TRIM LEVEL: XL 100A

ENGINE: 3.5 LITER, V 6

MSRP: \$ 29,500

DISCOUNTS: \$ 7,932

BID PRICE: \$ 21,568*

FEES: \$ 139

TOTAL COST: \$ 21,707 *

* This is price for one truck. If more than one truck is ordered, we can discount the price \$100 per truck. So if you ordered (2) two or more trucks the TOTAL COST per truck would be \$21,607.

NOTES: This is a bid for a 2017 Ford F 150. The bid and order is based on a combination of various price structures and discounts, as of this date, from Ford Motor Company and is subject to change without notice. Pricing is locked once the order is placed. As of this date, Ford production schedule predicts a ten to twelve week wait time from time of order to delivery. Holiday shutdowns or parts shortages are not predictable nor factored in. There are no trucks with this equipment available, already built. The first 2017 F 150's will starting rolling off the assembly line the week of September 26, 2016.

(page 1of 4)

(Moore Motors F150 bid, Notes continue)

(page2 of 4)

Please take a moment to review content of standard equipment and optional equipment (pages 3 & 4) to assure this vehicle contains the equipment you desire. Any questions or changes, please contact me, and I can make adjustments prior to final bid approval and ordering. Once an order is placed we will provide you with a confirmation order sheet to sign off on.

TERMS: Cash on delivery . Delivery is hear-by mutually agreed to be with 5 business days of arrival at Moore Motors.

We greatly appreciate the opportunity to provide you pricing and information for these trucks.

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Thursday, March 9, 2017 4:02 PM
To: 'Bardwell Thom'; 'Bierlein Matthew'; 'Kim Vaughan'; 'Kirkpatrick Craig'; 'Tom Young'
Subject: FW: 2016 Year-End Financial Analysis
Attachments: Financial Assessment.ppt

Commissioners

2016 Year-End Financial Position Remains Stable

After you read this email and the attached PowerPoint you will see that the **one-year 2016 county financial standing remains stable. The strong county AA- bond rating was recently reaffirmed by Standard and Poor's. The 2016 financial position is similar to 2015.** However, 2016 GF revenues and expenditures were about \$100,000 less than 2015. **Finances in both 2015 and 2016 were much better than preceding years.** This is largely due to wind turbine construction that occurred and construction of the ITC transmission line. Another important action to reduce cost was issuing pension bonds and changing retirement benefits from DB to DC for new County and Health Department employees.

Financial Vital Signs

All funds finished 2016 in a positive fund balance position. General Fund (GF) revenue exceeded expenditures by about \$160,000 (after transfers) and fund balance remains within the auditor recommended range of 15% to 20% of expenditures. The available unassigned GF balance is approximately \$1.9 million. Fund balance in certain other county funds provide additional reserves and cash liquidity. Important GF transfer of funds for equipment and capital improvement needs were accomplished. Funds continue to be escrowed pending the outcome of the revenue dispute with wind turbine companies. The outcome of this dispute will have a major impact on past and future wind turbine revenue.

Favorable/Unfavorable Factors

There were several favorable financial factors in 2016. Significant staff-turn over continued which is good and bad. It did result in under expenditure of budgeted wage and fringe benefit costs. GF costs for MSU-e and Veterans were eliminated with passage of special purpose millages relieving the GF of about \$220,000 in expenditures. The state increased fees for recording of Register of Deeds land records beginning in last quarter of 2016. Abused, delinquent and neglected child care costs moderated. Other moderated costs included health insurance and utilities.

There were also unfavorable financial factors impacting in 2016. More revenue sources declined than increased. Several key revenue sources that declined include: wind and non-wind property taxes, prisoner housing revenues and overall court revenues. It is important to note that the County will NOT be reimbursed for the loss of personal property taxes when this tax was eliminated by public vote (many other units of government will be reimbursed by the state).

Wind Turbine Revenue Remains Unsettled

Wind turbine revenue is an important issue impacting county finances. One of the known factors with wind is the amount received declines substantially with time while everything else is up in the air. Unfortunately many facets of wind turbine development remain unsettled. What assessing/taxing method will be used? What will be the outcome of the dispute with the wind companies? Will escrowed wind revenue be retained or have to be refunded? Will more wind projects be constructed? If so how many? Will there be a change in federal philosophy regarding this renewable energy source? This whole situation causes longer-term financial instability.

Challenges As We Move Forward

The county needs to find methods of reducing its dependency on wind turbine revenue. Although this is a valuable new revenue source, the amount of revenue received declines with time and the amount of revenue that will actually be received remains in dispute. It has been documented that county revenue growth has not kept pace with inflation. Another challenge is the low county allocated millage which generates one of the least amounts of property tax revenue per capita of all counties in the state.

The property tax base growth is flat and limited by Headlee provisions. County needs continue to grow including inadequate funding to meet senior citizen needs and possible inadequate police protection at certain times of the day. Maintaining 15 buildings and grounds (aged jail and courthouse), information technology and other equipment needs remains an on-going financial concern. The local economy has certain weaknesses and most recently retention of the Caro Regional Center, competing for Phase II Dairy Farmers of America project, former Vassar foundry and Caro Airport Authority funding. Economic challenges have resulted in an aging and declining population.

The state will have to help find solutions to these core financial problems. The only meaningful solution that the state currently offers counties is to ask for millage increases.

This analysis leads to one conclusion: we need to continue our careful and cautious approach to county finances. The number one commissioner responsibility is keeping the county in good financial standing.

This is preliminary financial information. Please keep in mind that our final official position will not become available until the 2016 audit is completed at the end of June.

Mike

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

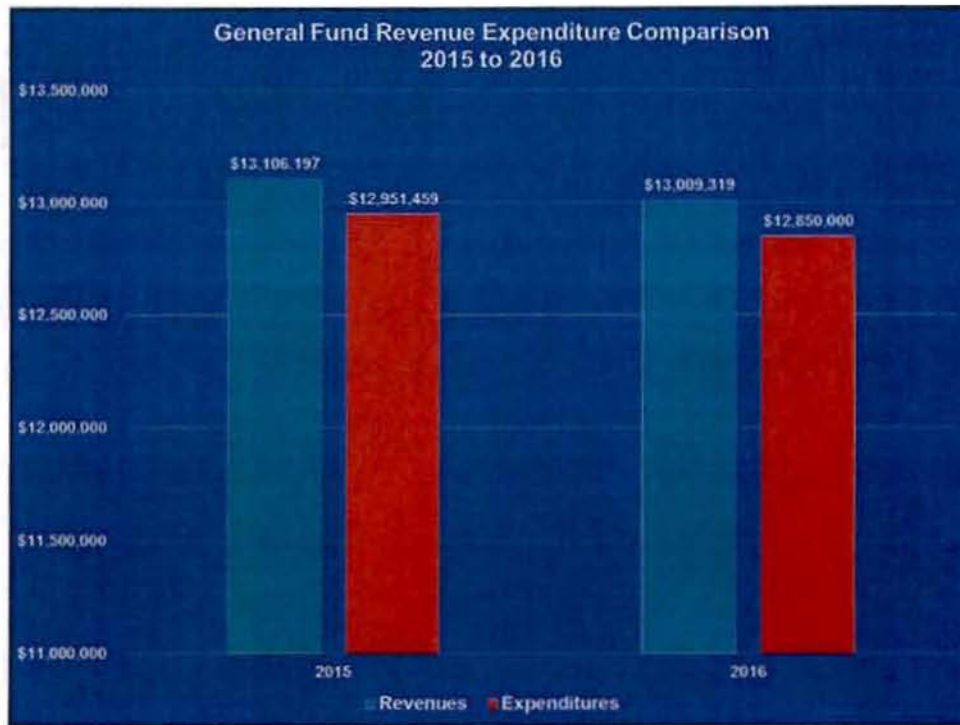
VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

Review Of 2016 Year End Financial Status (Unaudited)



2016 Finances Positive

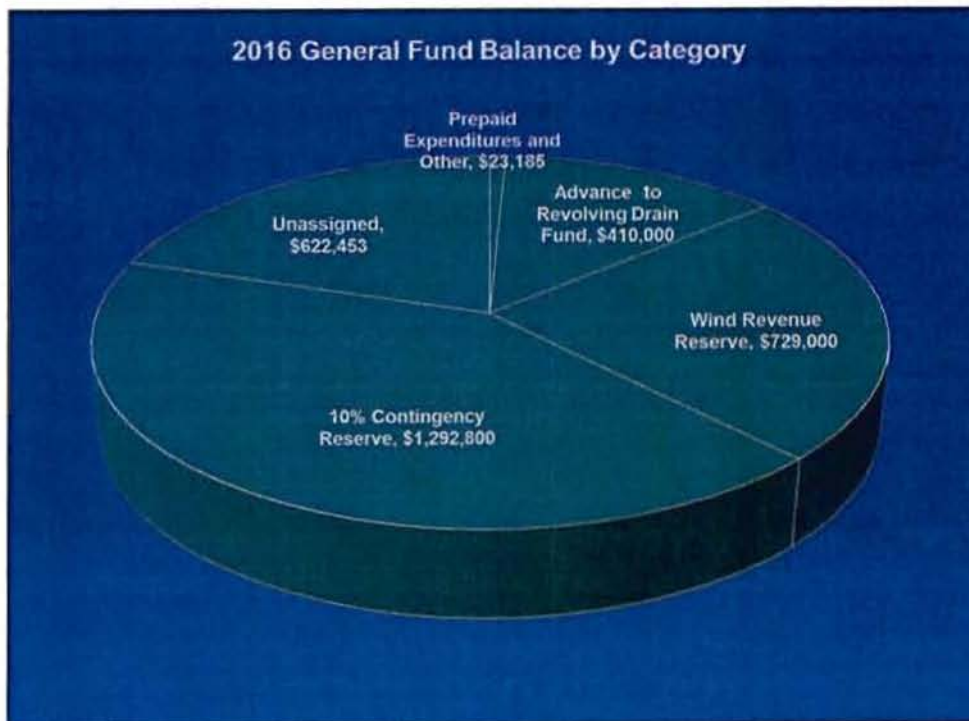
- All funds have positive fund balances - no deficits
- GF revenues over expenditures by \$160,000 (after transfers)
- GF fund balance 17% of expenditures – satisfies auditor recommended reserve level – adequate cash liquidity
- \$550,000 GF transferred for capital improvement (CI) – 2nd year of transfer after several years of no transfers
- \$383,000 GF transferred for information technology and other equipment needs
- Pension bonds issued and retirement system changed from DB to DC to reduce county/health department retirement costs
- Escrow of funds continues pending wind energy dispute
- Bond rating reaffirmed at AA-



General Fund Revenue Expenditure Comparison 2015 to 2016

Year	Revenues	Expenditures	Revenues over (under) Expenditures in Dollars	Revenues over (under) Expenditures in Percent
2015	\$13,106,197	\$12,951,459	\$154,738	1.2%
2016	\$13,009,319	\$12,850,000	\$159,319	1.2%
Dollar Change	(\$96,878)	(\$101,459)		
Percent Change	-0.7%	-0.8%		

2015 to 2016 General Fund Balance Comparison			
Category	2015	2016	Change
Prepaid Expenditures	\$7,493	\$23,185	\$15,692
Advance to Revolving Drain Fund	\$410,000	\$410,000	\$0
Wind Revenue Reserve (Escrow)	\$387,000	\$729,000	\$342,000
10% Contingency Reserve	\$1,313,900	\$1,292,800	(\$21,100)
Unassigned	\$823,645	\$622,453	(\$201,192)
Total	\$2,942,038	\$3,079,454	\$137,416



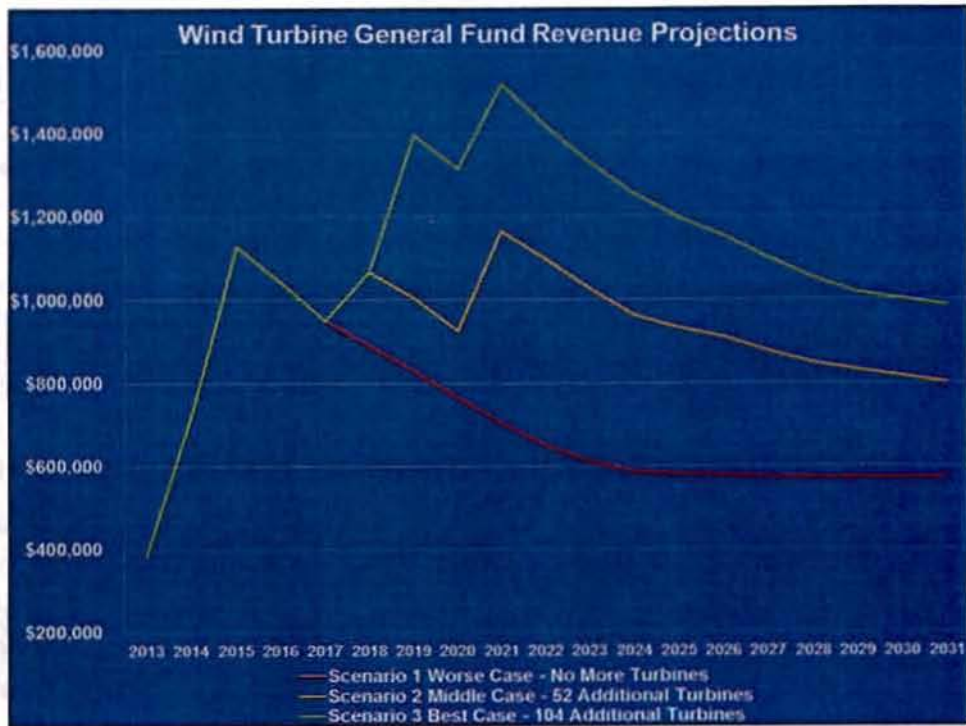
2016 Favorable Financial Factors	
Staff turn-over and delays in refilling positions resulted in wage-fringe benefit costs under budget	State approved increases in recording of land document fees – beginning last quarter 2016
MSU-e millage passage stabilized funding and provided GF relief of about \$140,000	Abused, neglected and delinquent child costs moderated
Veterans millage passage allowing veteran needs to be met and relieved GF of about \$80,000	Moderated utility costs
2 nd consecutive year of full state revenue sharing	Indirect cost revenue to GF increased and first time child care indirect costs received
County recovered \$42,000 from a data corruption problem	Moderated health insurance cost increases – stop loss has been effective
Significant transfer from Tax Foreclosure Fund - \$87,000	Payout costs for sick/vacation time declined
Two potential additional wind turbine projects in future years	Awarded grant for Vanderbilt Park improvements
Continued effective financial management practices	Relatively low debt burden
Funding for capital improvement and computer/equipment provided	

2016 Unfavorable Financial Factors

- Wind and non-wind property tax revenue decline
- Decline in delinquent tax revenue
- State Hotel/Liquor tax continued decline
- Several key court revenue sources declined
- Declines in diverted felon and other prisoner revenue sources
- County will NOT be reimbursed for the loss of personal property tax with the elimination of this revenue source

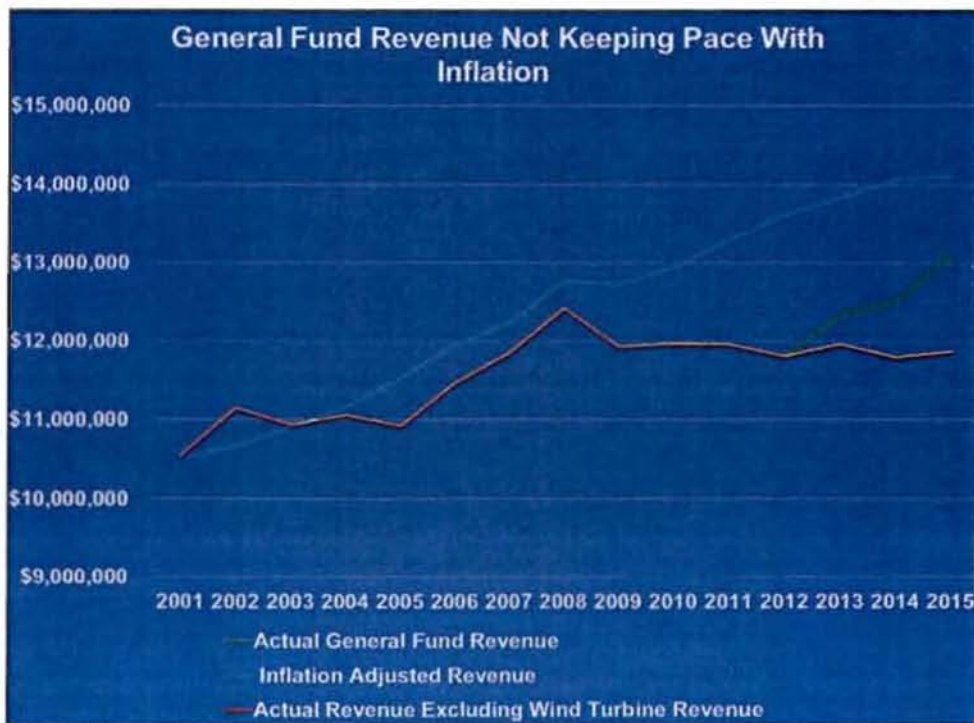
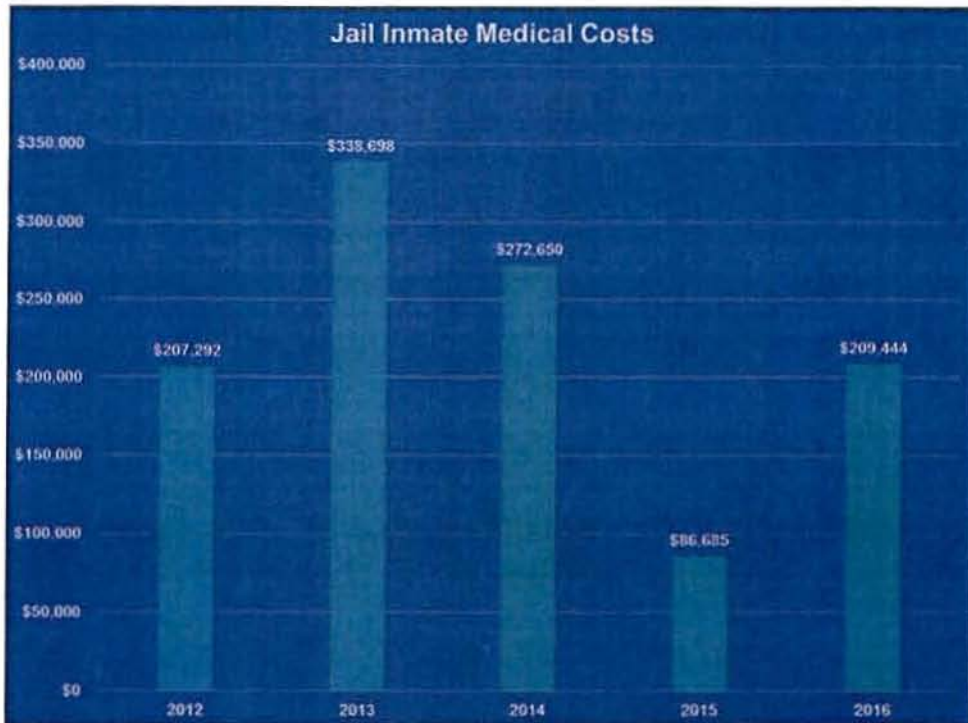
General Fund Revenue Changes 2015 to 2016			
Revenue Increases	2015	2016	Dollar Increase
Tax Foreclosure	\$20,000	\$87,886	\$67,886
Insurance - Data Corruption	\$1,671	\$43,945	\$42,274
Mosquito Indirect Costs	\$71,334	\$98,241	\$26,907
FOC Indirect Costs	\$77,931	\$98,976	\$21,045
ROD Recording Fees	\$122,099	\$139,168	\$17,069
Revenue Decreases	2015	2016	Dollar Decrease
Wind Property Taxes	\$1,247,050	\$1,166,396	(\$80,654)
Property Taxes	\$5,638,310	\$5,581,927	(\$56,383)
Dog Licenses	\$173,501	\$118,096	(\$55,405)
Court Costs	\$213,843	\$172,987	(\$40,856)
Diverted Felon Program	\$135,740	\$96,077	(\$39,663)
Housing Prisoners Other Counties	\$33,310	\$0	(\$33,310)
Delinquent Tax Revolving Fund	\$695,776	\$663,475	(\$32,301)
District Court Probation Fees	\$198,953	\$170,629	(\$28,324)
State Hotel Liquor Taxes	\$123,591	\$99,294	(\$24,297)

General Fund Expenditure Changes 2015 to 2016			
Expenditure Decreases	2015	2016	Dollar Decrease
MSU-e	\$140,153	\$25,000	(\$115,153)
Capital Improvement	\$649,448	\$550,789	(\$98,659)
Child Care DHHS (Transfer)	\$300,000	\$250,000	(\$50,000)
Veteran's Counseling	\$46,000	\$0	(\$46,000)
Friend of the Court (Transfer)	\$282,243	\$242,970	(\$39,273)
Treasurer	\$311,123	\$276,817	(\$34,306)
Soldiers and Sailors Relief	\$32,000	\$0	(\$32,000)
Expenditure Increases	2015	2016	Dollar Increase
County Clerk	\$414,758	\$429,694	\$14,936
Buildings and Grounds	\$744,344	\$760,587	\$16,243
Courthouse Security	\$119,374	\$137,725	\$18,351
Unified Court	\$2,279,519	\$2,298,442	\$18,923
Legal	\$64,592	\$89,001	\$24,409
Insurances and Bonds	\$77,051	\$111,389	\$34,338
Equipment	\$278,000	\$383,300	\$105,300



Escrowed County Funds for Dispute with Wind Companies

Fund	2016 Actual	2017 Projected
General Fund - 101	\$729,000	\$970,000
Road Patrol - 207	\$84,358	\$139,683
Primary Roads and Streets - 214	\$90,516	\$149,880
Recycling -230	\$14,060	\$23,281
Mosquito Abatement -240	\$59,200	\$98,026
MSU-e - 279	\$0	\$0
Voted Veterans - 295	\$10,303	\$20,753
Bridge and Streets - 296	\$45,056	\$74,606
Senior Citizens - 297	\$18,746	\$31,041
Medical Care Facility - 298	\$23,433	\$38,801
TOTAL	\$1,074,672	\$1,546,071

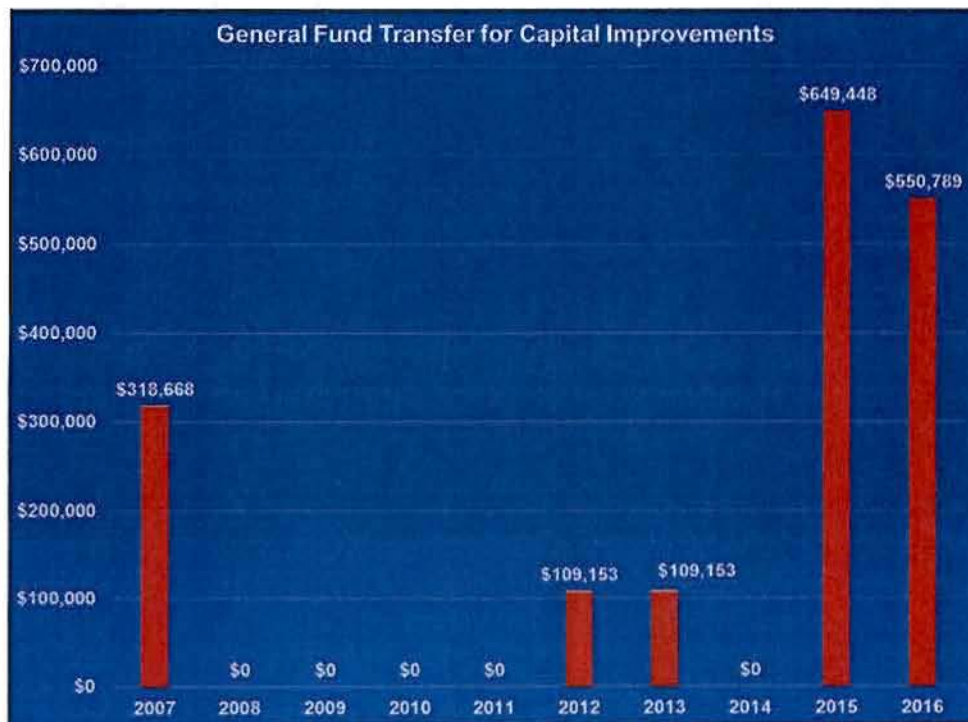


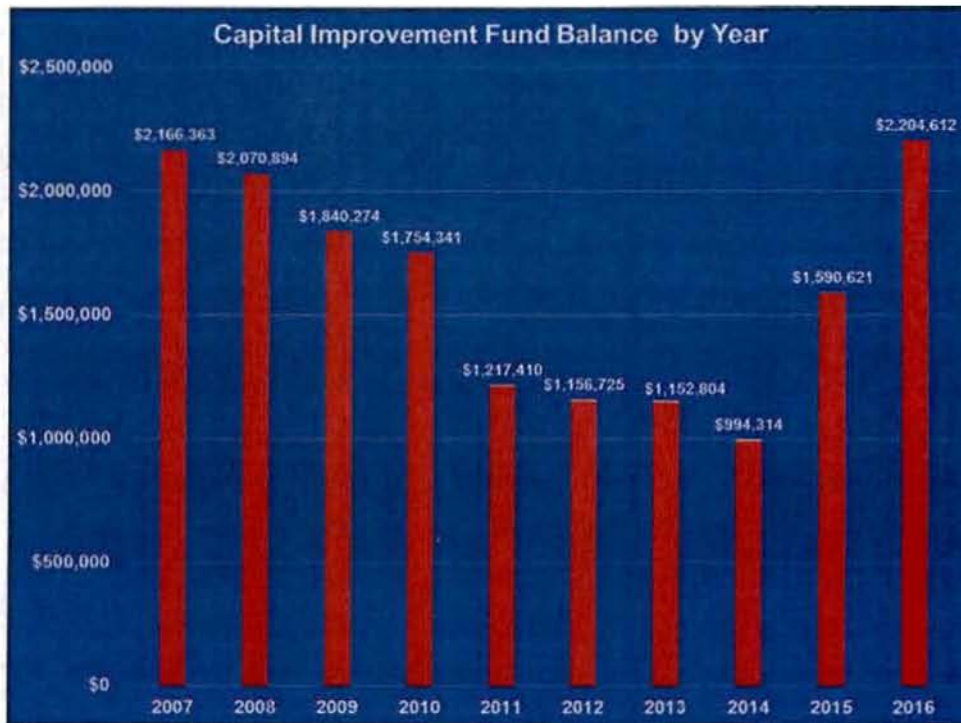
2015 General Fund Property Tax Revenue Per Capita						
Rank	County	2015 Allocated Millage with Headlee Rollback	2015 Taxable Value	General Fund Property Tax Revenue	2015 Population Estimate	2015 Property Tax Revenue Per Capita
1	Mackinac	4.5000	\$996,402,485	\$4,483,811	10,890	\$412
9	Huron	4.3807	\$2,194,991,653	\$9,615,600	31,883	\$302
	State Average	5.1618	NA	NA	NA	\$205
64	Sanilac	4.0482	\$1,539,732,404	\$6,233,145	41,475	\$150
77	Tuscola	3.9141	\$1,765,660,266	\$6,910,971	53,777	\$129
83	Ionia	4.6378	\$1,525,847,931	\$7,076,578	64,223	\$110

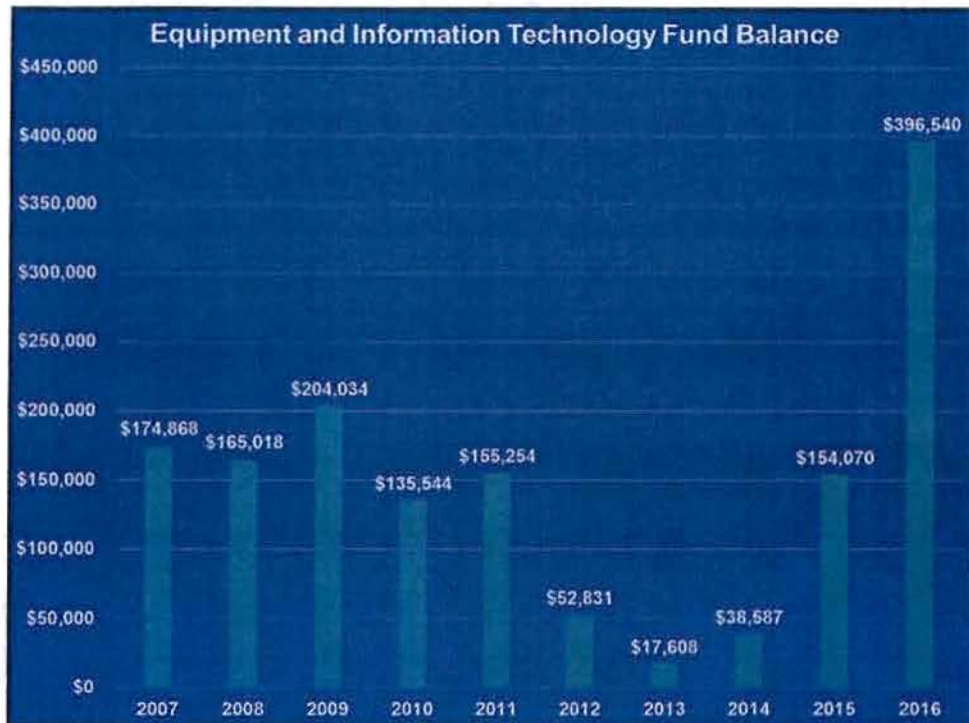
Note: If Tuscola County had the average state allocated millage of 5.1618 instead of 3.9141 an additional \$2,203,000 in property tax revenue would be available for general fund operating costs.

Select Special Revenue Fund Balances				
Fund	2016 Beginning Fund Balance	Revenues	Expenditures	2016 Ending Fund Balance
Road Patrol - 207	\$175,470	\$1,657,489	\$1,474,699	\$358,259
Vanderbilt Park - 208	\$414	\$12,138	\$11,509	\$1,043
Primary Roads/Streets - 214	\$76,465	\$1,693,135	\$932,684	\$836,916
Friend of the Court - 215	\$279,052	\$971,864	\$961,049	\$289,866
Dispatch/911 - 218	\$461,149	\$1,330,186	\$1,053,264	\$738,071
Health Department - 221	\$1,204,787	\$3,018,228	\$2,929,653	\$1,293,362
Regional DWI Grant - 224	\$13,254	\$206,945	\$203,634	\$16,565
Recycling -230	\$372,299	\$359,233	\$341,045	\$390,488
Mosquito Abatement -240	\$117,312	\$1,106,809	\$1,127,498	\$96,423
Equipment Fund - 244	\$154,070	\$391,978	\$149,509	\$396,539
Register Automation - 256	\$69,399	\$50,858	\$17,896	\$102,359
GIS - 258	\$23,106	\$45,086	\$11,306	\$56,887

Select Special Revenue Fund Balances				
Fund	2016 Beginning Fund Balance	Revenues	Expenditures	2016 Ending Fund Balance
Concealed Weapon Permit - 263	\$14,274	\$33,394	\$4,489	\$43,179
Community Corrections - 264	\$1,289	\$59,624	\$58,069	\$2,844
Forfeiture Sheriff/Prosecutor - 266	\$56,345	\$164,831	\$131,314	\$89,862
Child Care DHHS - 288	\$114,707	\$470,782	\$451,188	\$134,302
Medical Care Facility - 291	\$2,424,093	\$20,698,808	\$21,813,434	\$1,309,467
Child Care Fund - 292	\$185,843	\$789,110	\$690,998	\$283,955
Voted Veterans - 295	(\$5,252)	\$299,814	\$229,803	\$64,758
Bridge and Streets - 296	\$1,584,107	\$849,425	\$1,067,215	\$1,366,317
Senior Citizens - 297	\$18,407	\$349,984	\$340,918	\$27,474
Medical Care Facility - 298	\$760,585	\$441,700	\$314,343	\$887,942
Capital Improvement - 483	\$1,590,755	\$624,778	\$11,710	\$2,203,823
Tax Foreclosure - 532	\$419,537	\$502,980	\$398,591	\$523,926







Challenges As We Go Forward

- Over dependency on wind turbine revenue - declines with time
- Outcome of dispute with wind companies major impact – as much as 20% to 30% of revenue
- Additional wind turbine projects undecided
- County revenues not keeping pace with inflation
- Many revenue and expenditure variables can change finances
- May be growing non-competitive wage structure
- Fiscal unpredictability makes multi-year union contracts difficult
- Low allocated millage - generates one of the lowest amounts of GF property tax revenue per capita of any county in the state
- County has to begin reducing dependency on work comp fund

Challenges As We Go Forward

- Many challenges with local economy
- Caro Regional Center retention, DFA, Airport, former foundry
- Declining and aging population
- May be inadequate number of police at certain times
- Tax base flat and restricted by Headlee provisions
- State provides no local taxing authority other than millages
- State budget has pressures leaving less county funding
- Senior Citizen Millage inadequate to meet current needs
- Both Courthouse and Jail have major infrastructure needs
- Adequately funding capital and equipment needs

TO: Tuscola County Board of Commissioners

FROM: Controller/Administrator and Chief Accountant

DATE: March 13, 2017

RE: Year-End Compliance with the Uniform Budgeting and Accounting Act

In order to be in compliance with the Uniform Budgeting and Accounting Act certain 2016 year-end financial correcting actions must be made by the County Board of Commissioners. This is an annual county activity that is completed to abide by the conditions of the act. The County Chief Accountant and I have identified preliminary recommended year-end adjustments to meet the terms of the Act. It should be noted that, further actions may be required at a later date when the County Auditors (ATB&D) begin their annual county auditing work. A summary of each of the terms of the act that must be fulfilled is listed below along with a specific recommended Board of Commissioners action.

1. General Fund adjustments so actual year-end revenues do not exceed budget at the line item level

The following is a list of line item level budgets in the general fund where actual year end revenues exceeded budget. These budgets will need to be increased so actual year-end revenues do not exceed budget

	2016	2016	Estimated	2016
Revenue	Amended	Projected	Difference	Year End
Account	Budget	Actual	Under Budget (Over Budget)	Amended Budget
Bldg Codes	300,000	369,007	(69,007)	369,007
Comm Foundation Grant	0	9,920	(9,920)	9,920
Intensive Probation Fees	28,000	32,861	(4,861)	32,861
Recording Fees	122,000	139,168	(17,168)	139,168
Civil Fees Dist Crt	124,500	144,673	(20,173)	144,673
D.O.C. Detainer Fees	23,000	26,578	(3,578)	26,578
Bond Forfeits	10,000	11,260	(1,260)	11,260
Reimb Twp Election	18,000	28,000	(10,000)	28,000
Indirect Cost Child Care Fnd	0	16,813	(16,813)	16,813

Correcting Action - Move that the 2016 general fund revenue budgets be amended as shown in the table above to prevent actual year-end revenues from exceeding budget.

2. General Fund adjustments so actual year-end expenditures do not exceed budget at the activity level

The following is a list of activity level budgets (departments) in the general fund where actual year end expenditures exceeded budget. These budgets will need to be increased so actual year-end expenditures do not exceed budget

	2016	2016	Estimated	2016
	Amended	Projected	Difference	Year End
Expenditure	Budget	Actual	Under Budget	Amended
Category/Department	Budget	Actual	(Over Budget)	Budget
Elections	114,164	176,226	(62,062)	176,226
Legal	80,000	89,001	(9,001)	89,001
Planning Commission	3,500	3,550	(50)	3,550
Building Codes	300,000	369,007	(69,007)	369,007
Medical Examiner	58,900	60,160	(1,260)	60,160
Insurance and Bonds	100,000	111,400	(11,400)	111,400
Trans Out Equipt	183,300	383,300	(200,000)	383,300
Trans Out Capital	400,000	550,000	(150,000)	550,000

Correcting Action - Move that the 2016 general fund activity budgets be amended as shown in the table above to prevent actual year-end expenditures from exceeding budget.

F

Grand Traverse, Rep. Kathy Crawford of Oakland, Rep. Chris Afendoulis of Kent, Rep. Daniela Garcia of Ottawa, Rep. Jim Lilly of Ottawa, Rep. Dave Maturen of Calhoun, Rep. Julie Calley of Ionia, Rep. Michael McCready of Oakland, Rep. Brett Roberts of Eaton, Rep. Dave Pagel of Berrien and Rep. Scott VanSingel of Newaygo

Gov. Rick Snyder also had been a consistent voice of concern regarding the proposal.

"It's notable that several of these representatives are former county commissioners, such as Sheppard, Inman, Crawford, Maturen, Calley and Pagel," said Deena Bosworth, MAC's governmental affairs director. "We appreciate their work to carry the message of prudent budgeting into the State Capitol "

After the vote, the bill was laid over for potential reconsideration, but the current expectation is the proposal will not be revived anytime soon.

"Now the focus needs to be on developing reforms to ensure stable, appropriate funding for local governments, and developing a framework for local entities to address their OPEB and pension liabilities as their local situations dictate," Bosworth added. "We look forward to working with legislative leadership and the governor on these vital topics."

For more information on this issue, contact Bosworth, Bosworth@micounties.org or 517-372-5374.

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REVENUE SHARING

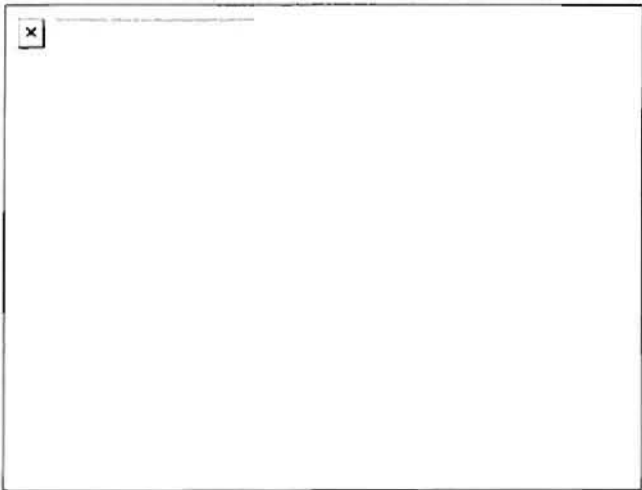
MAC advises House panel to reverse unsustainable course

Revenue sharing funding for counties that does not include inflationary increases is "not sustainable," MAC's Deena Bosworth told a legislative panel on Tuesday.

Counties have long been squeezed on both the revenue and expense fronts and it's time for the state to modify its funding plans accordingly, Bosworth said in testimony before the General Government Subcommittee of the House Appropriations Committee

Inflation is running above 2 percent, Bosworth noted, while Gov. Rick Snyder's fiscal 2018 budget calls for a static revenue sharing amount of about \$217 million for the 78 counties in the state formula.

"Personal Property Tax reimbursements are not a proxy for revenue sharing," Bosworth said, in reference to the governor's recent budget presentation in which he linked his plans for revenue sharing with the PPT reimbursements. "Not everyone receives PPT reimbursements, so it's not correct to equate that with what needs to be done on revenue sharing," she added.



Additional points Bosworth made in her presentation included:

- 72 of the 83 counties have 2016 taxable values below their inflation-adjusted 2000 taxable values
- Counties have 60% of the revenue they did 10 years ago (adjusted for inflation)
- Limitations in Proposal A and Headlee Amendment make it nearly impossible for counties to recover from effects of the Great Recession

"We can't look at these issues in silos; you have to see the entire picture: revenue sharing, PPT, OPEB/pension liabilities, tax limitations," she said.

For more information on this issue, contact Bosworth, Bosworth@micounties.org or 517-372-5374.

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MAC CONFERENCES



Board seat to be filled at Legislative Conference; register now!

Commissioners who attend the 2017 Legislative Conference will have the responsibility to elect one of their own to fill the remainder of a term for an at-large seat on the MAC Board of Directors.

mhoagland@tuscolacounty.org

From: Eean Lee <eean.lee@tuscolacounty.org>
Sent: Friday, March 10, 2017 8:43 AM
To: Mike Hoagland
Subject: MSUe

Mike,

MSUe is currently using CenturyLink DSL internet. Per our memorandum of understanding, the county is to provide internet to the offices and is currently costing us approx \$60+/month. MSU has an initiative to upgrade all of the networking components in their building and inquired about upgrading the internet connection. I was extremely interested in this as upgrading to fiber internet and extending network services would allow for installation of VOIP telephones and ultimately a significant cost reduction on the county's bill.

After negotiating terms with both Air Advantage and MSUe, I was able to get Joe Bixler to agree to pay for the one time installation costs of the fiber. This would leave the monthly service fee on the county's shoulders of \$60/month.

This makes total sense to me in laying infrastructure for future addition of the phone system and leveraging an opportunity to cooperate with MSUe to provide them faster internet and networking services.

Potential motion

Tuscola County accepts the agreement with Air Advantage for fiber optic internet service to the MSUe building located in at 362 Green St, Caro, MI 48723, in the amount of \$60/month.

FIBER OPTIC SUBSCRIPTION AGREEMENT

This Fiber Optic Subscription Agreement (the "Agreement"), effective as of March 1, 2017 (the "Effective Date") sets forth the specific terms and conditions under which Air Advantage, LLC, a Michigan limited liability company ("Air Advantage"), shall supply the Services, as defined below, to the *County of Tuscola County - MSU Extension Office, located at 362 Green Street in Caro, MI.* ("Customer" or "you").

1. Services. Air Advantage will provide Customer, commencing on the Effective Date, with fiber optic connectivity by way of Air Advantage's fiber optic network (the "Services"). Customer agrees to pay for the Services as provided for below. Air Advantage offers three levels of the Services (check one):

Service Description	Speed	Rate
<input type="checkbox"/> Bandwidth subscription (private line access to internet, best effort delivery, unlimited data)	Mbps	\$ per month
<input type="checkbox"/> Dedicated access (dedicated, private line access to internet, unlimited data)	___Mbps	\$_____ per month
<input checked="" type="checkbox"/> Private access (private, point-to-point or point to multi-point between on-network locations)	10Mbps	\$60.00 per month

2. Termination. Continued use of the Services by Customer constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and to terminate your account. The term (the "Service Term") shall begin on the Effective Date and end as provided for as follows:

- a. The parties may agree, in writing, to terminate this Agreement at any time.
- b. Air Advantage may terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to Customer of its intention to terminate.
- c. Air Advantage may terminate this Agreement at any time with or without written notice to Customer upon an Event of Default.
- d. Customer may terminate this Agreement at any time after expiration of (1) years after the Effective Date.
- e. This Agreement shall be deemed terminated upon Customer and Air Advantage's execution of an agreement wherein Air Advantage provides services to Customer substantially similar to the Services.

3. Equipment. Air Advantage will provide one Optical Network Terminal or other device or equipment at the customer location for connection to Air Advantage's fiber optic network (the "Network Termination"). The Network Termination will provide an Ethernet handoff to allow connection to the Customer's network. Unless otherwise agreed, Air Advantage shall not be responsible for connecting the Customer's network to the Network Termination. Check the box that applies:

Air Advantage will provide to Customer, at no additional charge, with all equipment (the "Equipment") used or required in order for Customer to receive the Services. Customer agrees to be responsible for any loss, theft or damage of the Equipment. Customer expressly disclaims any right, title, perpetual right of use or any other interest in or to the Equipment. Although, pursuant to the terms of this Agreement Air Advantage grants a revocable license to Customer to use the Equipment, the Equipment shall continue to be the property of Air Advantage.

Customer will provide all equipment used or required in order for Customer to receive the Services. Air Advantage will not be responsible (a) for any damage to, or (b) to maintain Customer's equipment.

4. Charges to Customer's Account. If, during the Service Term, Air Advantage provides Customer with additional or replacement Equipment or Customer makes changes to the Services so as to increase the level of Services, Customer's account will be charged for such Equipment or Service.

5. Charges and Payment. Recurring charges as specified in Paragraph 1, above, shall be billed by Air Advantage on a monthly basis in advance ("Monthly Recurring Charge") and non-recurring charges shall be billed in arrears. Customer shall make all payments due hereunder within 11 days after the date of Air Advantage's invoice; provided, however, that Air Advantage may, upon a failure of Customer to establish creditworthiness, in its sole discretion, include in its first invoice to Customer a deposit amount equal and applicable to the last monthly charge due for the Services. In the event Air Advantage has agreed to accept prepayment from Customer (which it may do in its sole discretion but shall not be obligated), and this Agreement is terminated prior to the period for which Customer has prepaid, Air Advantage shall return the unused portion of the prepayment, after all amounts owing Air Advantage by Customer have been satisfied.

6. Assignment. Customer may not assign, encumber or transfer its rights hereunder without the prior written approval of Air Advantage. Customer may not transfer or assign the Equipment.

7. Event of Default. An 'Event of Default' shall occur if: (i) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for five (5) business days after receipt of written notice of such failure the date such payment was due; (ii) Customer fails to perform or observe any material term or obligation other than making payment, contained in this Agreement, and any such failure remains uncorrected for forty-five (45) calendar days after receipt of a notice from the non-defaulting party informing the defaulting party of such failure; (iii) Customer use of the Equipment or Services in a manner that is a Prohibited Use, as set forth in Paragraph 9, below; or (iv) a voluntary proceeding shall be commenced by or an involuntary proceeding shall be commenced against either party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within sixty (60) calendar days of filing, either party shall make an assignment for the benefit of creditors or shall generally not agree to pay or not be able to pay its debts as they become due. THE PARTIES EXPRESSLY AGREE THAT CUSTOMER'S LOSS OF SIGNAL OR CUSTOMER'S RECEIPT OF A SIGNAL SO POOR IT IS UNAVAILABLE ("SERVICE OUTAGE") SHALL NOT CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT BUT SHALL ONLY OBLIGATE AIR ADVANTAGE TO PROVIDE OUTAGE CREDITS AS SET FORTH HEREIN.

8. Remedies.

a. Upon the happening of any Event of Default, the non-defaulting party may, in addition to any other rights it has according to law: (1) suspend its performance under this Agreement so long as such default remains uncorrected but only after providing written notice of such suspension to the defaulting party; or (2) terminate this Agreement by providing written notice of termination to the defaulting party.

b. If Customer is the defaulting party, Air Advantage may collect the total charges due from Customer in addition to terminating this Agreement.

9. Prohibited Uses. Customer shall not use the Services or the Equipment in a manner that (collectively, the "Prohibited Uses"): (a) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation, the laws and regulations governing export control, unfair competition, and to discrimination or false advertising);

(c) is defamatory, trade libelist, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; (e) distributes any viruses, trojan horses, worms, time bombs, cancel-bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (f) disrupts the normal use of the system for other customers, including for example: spawning dozens of processes, consuming large amounts of memory or CPU cycles for long periods of time, attempting to access other customers' account areas or conducting prerogative activities such as mass e-mailings which may result in retaliatory actions against Provider' systems.

10. Force Majeure. Air Advantage shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, fiber optic cable cut, storm or other similar catastrophes, any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

11. Service Outages and Outage Credit. In the event of a Service Outage of more than nine (9) consecutive hours in duration, pursuant to the terms and conditions contained in this Paragraph, Customer shall be provided with credit equal to that portion of the Services affected for the period of such Service Outage ("Outage Credits"). An Outage Credit shall be calculated as follows:

$$\text{Outage Credit} = \frac{(\text{Hours of outage} - 9 \text{ hours}) \times (\text{Total Monthly Recurring Charge})}{720}$$

A Service Outage shall be measured in hours and fractional portions thereof. A Service Outage shall be deemed to have: (a) commenced upon notification by Customer to Air Advantage; and (b) terminated upon restoration of the Services as evidenced by appropriate network tests by Air Advantage and Air Advantages notification to Customer. Customer may request an Outage Credit within 30 days of the Service Outage (an "Outage Credit Request"). Air Advantage shall not be required to provide Outage Credits for Service Outages more than 30 days from the date of an Outage Credit Request. Outage Credits should appear on Customer's bill for the Services within two (2) billing cycles, after the Outage Credit has been approved by Air Advantage. In no event shall Customer be entitled to or receive a cash refund as a result of a Service Outage. Outage Credits shall be Customer's sole and exclusive remedy for Service Outages. Customer shall not be entitled to Outage Credits as a result of outages due to or caused by: (i) the negligence or willful misconduct of the Customer or others authorized by Customer, including but not limited to Customer's employees; (ii) Customer's network failure; (iii) power failure; (iv) during any period in which Air Advantage is not given access to the Customer premises if necessary to resolve an outage; (v) during any period of unscheduled emergency maintenance or repair, scheduled maintenance, alteration or implementation; and (vi) during any Force Majeure Event as defined herein. Air Advantage may withhold issuance of any Outage Credits due Customer under this Agreement until any amounts past due by Customer have been paid in full.

12. Limitation of Liability. IN NO EVENT SHALL AIR ADVANTAGE OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY OF SERVICE, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THIS AGREEMENT, EVEN IF CUSTOMER ADVISES AIR ADVANTAGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL AIR ADVANTAGE OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY OUTAGE OR INCORRECT OR

DEFECTIVE TRANSMISSIONS, OR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF, INCURRED OR SUFFERED WHILE USING THE AIR ADVANTAGE NETWORK.

13. Disclaimer of All Warranties. AIR ADVANTAGE HEREBY DISCLAIMS ANY WARRANTIES EITHER EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, EQUIPMENT, OR FACILITIES FURNISHED PURSUANT TO THIS SERVICE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Miscellaneous. This Agreement and each provision hereof may be amended only by an instrument in writing signed by the parties hereto. No failure or delay on the part of either party in exercising any right hereunder and no course of dealing between the parties shall operate as a waiver of any provision hereof. In conjunction with this Agreement, each party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body. This Service agreement shall be governed by the laws of the State of Michigan. All notices shall be in writing and shall be delivered by certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery. Any such notice shall be deemed effective on the date of actual delivery. All notices shall be addressed as follows, if to Air Advantage to Air Advantage, LLC, 465 N Franklin, Frankenmuth, MI 48734, Attn: Joseph Jacobs, and if to Customer, to the Customer's billing address. This Agreement and exhibits attached hereto, all of which are incorporated by reference, comprise the complete and exclusive statement of the agreement of the parties concerning the subject matter hereof, and supersede all previous statements, representations, and agreements concerning the subject matter hereof. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed their names as of this day and year first above written.

“Air Advantage”

Air Advantage, LLC

By: _____

Its: _____

“Customer”

By: _____

Its: _____

mhoagland@tuscolacounty.org

From: Mike Miller <mmiller@tuscolacounty.org>
Sent: Wednesday, March 1, 2017 9:48 AM
To: Mike Hoagland
Cc: Eean Lee
Subject: Johnson Controls Software/controller
Attachments: Tuscola County- NCM Upgrade.pdf

I need another spot on the Committee agenda, for upgrading our Johnson Controls software/Controller.

To make a long story short, we have a PC the controls the heating and cooling of the Courthouse and Jail. The PC is currently has a XP operating system. As you know XP is no longer supported. The IT department will no longer allow this machine to touch the County internet system for security reasons. We would like to upgrade this machine to windows 10. Unfortunately our current Johnson Controls software is not compatible. Johnson Controls has also indicated that replacement parts for the controller is becoming hard to find due to its age. This was installed in 2000.

I have a quote from Johnson Controls to not exceed \$12,680

Eean if I have misspoken please feel free to correct me.

Thank you
Mike



Proposal

JOHNSON CONTROLS SAGINAW
TRAVERSE MI CB - 0N14
1080 TITTABAWASSEE RD
SAGINAW MI 486041048
PH: (866) 635 - 1392
FAX: (989) 759 - 4407

TO: TUSCOLA COUNTY COURTHOUSE
125 W LINCOLN ST
CARO MI
USA 48723

Date: 02/08/2017
Quote Ref: 1-LEUJ2KF
Project Name: Tuscola County- NCM Upgrade
Site: COUNTY OF TUSCOLA
207 E GRANT ST STE 4
CARO MI 48723-1652

ATTN: Mike Miller

We propose to furnish the materials and/or perform the work below for the not to exceed price of: \$12,680.00

For the above price this proposal includes:

Provide labor and material to replace the NCM with a NAE including the following.

- Upload existing database from controller
- Powerdown and remove old controller
- Install new controller with enclosure with power supply and 5-port switch
- Download database into new controller and verify proper operation

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 03/10/2017

TUSCOLA COUNTY COURTHOUSE

Johnson Controls Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** Johnson Controls, Inc. (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
- 6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to: acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
- 9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser
- 10. PAYMENT.** Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to Johnson Controls' obligation to provide products or perform services under the Agreement. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all Johnson Controls invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will Johnson Controls accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.
- 11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
- 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Tuscola County Information Systems

207 E Grant St
Caro, MI 48723
(989) 672-3773

IT SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made on

5/17/2016

BETWEEN Tuscola County Information Systems and the Village of Reese

1. The Village of Reese (the "Buyer"); and
2. Tuscola County Information Systems, with its head office located at: 207 E Grant St, Caro MI 48723.

Collectively referred to as the "Parties".

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement

1. Key Terms

1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement.

1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on 4/1/17.
- b. **Completion date:** The Service Provider shall complete/cease to provide (*delete as appropriate*) the Services by/on 4/1/18. This agreement will renew annually unless terminated by either party according to termination agreement

1.3 Site

- a. The Service Provider shall provide the Services at the following site(s): 2073 Gates St, Reese, MI 48757
- b. Whenever possible, technicians from Buyer will attempt to perform repairs remotely. If remote repairs aren't possible, a technician will be dispatched to travel to site to perform repairs. This is in an attempt to reduce travel expenses, increase efficiency and promote lower vehicle emission levels.

1.4 Price

- a. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is \$45/hour ("Price"), with a minimum of 1 hour billing per service call.
- b. The Buyer shall pay for the Service Provider's out-of-pocket expenses incurred on the Buyer's behalf.

1.5 Payment

- a. The Buyer agrees to pay the Price to the Service Provider on the following dates 30 days after issuance of an invoice::
- b. Invoices for time onsite will be sent in advance and will be paid by the Buyer before travel.
- c. Net30 terms extended for all clients in good standing. If two unpaid Invoices exist, no work will be performed until payment has been received on all Invoices.
- d. The method of payment of the Price by the Buyer to the Service Provider shall be by:
 - i. Check sent to the following address: 207 E Grant St, Caro MI 48723

Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

2. General terms

2.1 Warranty

- a. The Service Provider represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and
 - ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.2 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c. Nothing in this Clause 2.2 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.3 Term and Termination

Either party may terminate the Agreement with thirty (30) days written notice to the other. Buyer shall remain responsible to Service Provider for the payment of all services and materials provided by Service Provider prior to termination. Either party may terminate this Agreement upon written notification to the other in the event of a material breach of this Agreement.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.7 Exclusivity

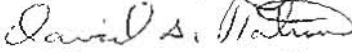
For the length of this agreement, Tuscola County Information Systems shall be the only network/technical support entity authorized to perform service on the Buyer's servers, workstations, network and other similar technology. This is intended to eliminate complications that arise as a result of multiple support providers are involved in setup and repair scenarios. If a 3rd party is required to resolve a repair scenario, the 3rd party will work with Tuscola County Information Systems. Should an unauthorized party perform service to Buyer's servers, workstations, network and other similar technology, this agreement shall become void.

2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, and 2.7 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by

) 
VILLAGE MANAGER

for and on behalf of

)

Village of Reese

)

SIGNED by

)

for and on behalf of

)

Tuscola County

)

Dec 18

J

TUSCOLA COUNTY BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Print Form

Please return this questionnaire to the County Clerk's Office, Attention: Appointments Division, 440 N. State St., Caro MI 48723; by email to appoint@tuscolacounty.org ; or by fax at (989) 672-4266
Please submit your resume with this application.

Boards/Commissions for which you would like to be considered:

Boards/Commissions for which you would like to be considered:

First Name* Middle Initial* Last Name*

Have you ever used, or have you ever been known by any other name? Yes No

If yes, provide names and explain:

Home Address City Zip

Township County

Employer Name:

Employer Address City Zip

Position Title

Work Number* Home Number* Cell Number

Email (email is the preferred method of contact, please provide if available)

Are you a United States Citizen? Yes No

EDUCATION (Include degree and dates; if answered in full on your attached resume, please indicate):

EMPLOYMENT EXPERIENCE (if answered in full on your attached resume, please indicate):

see Resume

Do you hold any professional licenses? If so, please include numbers:

Ordained Minister/Wedding Officiant through Universal Life Church

What special skills could you bring to this position?

Tenacity and Perseverance, I never accept "no", ha ha

Previous government appointments:

none

Please provide us with the names of your:

State Senator

State Representative

County Commissioner

The following optional information is elicited in order to ensure that this administration considers the talent and creativity of a diverse pool of candidates. In addition, specific backgrounds or qualifications are legally required for appointment to some boards and commissions. You may, therefore, wish to provide this information in order to ensure that you are considered for relevant boards and commissions.

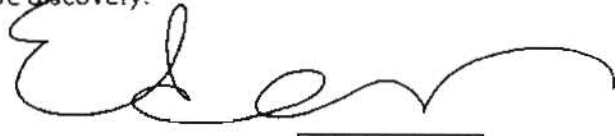
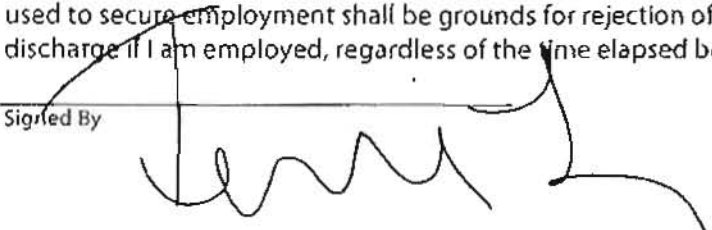
Age Political Affiliation Military Service

Spouse or Partner's Name

CONSENT AND CERTIFICATION

I, (please print name), hereby certify that the information contained in this application is true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any misrepresentation, falsification or omission of information on this application or on any document used to secure employment shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery.

Signed By



Print Form

EDUCATION

Northwood University June 1999

Bachelor of Business Administration – Marketing/Management (dual major)

Allegra Learning Solutions November 2014

Certificate in Complementary & Alternative Medicine

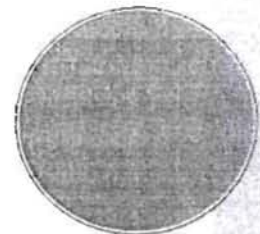
WORK EXPERIENCE

IT Operations at Nexteer Automotive June 1999 – current

- Google Apps for Business System Administrator (Certified Google Apps Admin)
- VPN Remote Access System Administrator
- IT Request Tracking System Administrator (Service Anywhere)
- Conferencing and Conference Room Administrator
- Mobile device management for the site including daily support & education
- Manage and develop our IT Support websites including document creation
- Develop and distribute global IT communications and bulletins
- Develop and present various IT training sessions
- Assist in IT project planning and project deployments & migrations
- Manage a team of departmentally-based IT Coordinators
- Vendor Management
- Assist in IT-related Legal activities
- Provide customer support from the basic end user to the Executive Board of Directors
- Earned Six Sigma Greenbelt Certification
- Attended several training classes including Investment in Excellence from Pacific Institute, Myers-Briggs Personality Assessment, and Conflict Resolution

LIFE SKILLS & HOBBIES

- Owner/Operator of a small hobby farm (www.brokenassranch.com)
- Working to gain my Permaculture Designer Certification
- Reiki Level II working towards Reiki Master
- Yogi, I also enjoy Qigong/Tai Chi, Zumba and Pilates
- Working towards my Yoga Teaching Certification
- Family Historian/Genealogist
- Certified Wildlife Habitat member through National Wildlife Federation
- Member of Thumb Land Conservancy and the Arbor Day Foundation
- Manage several social media community pages
- Wellness Advocate for Doterra essential oil products
- Consultant for Young Living essential oil products
- viaOneHope Cause Entrepreneur
- PetPro for pawTree pet products
- Proud mom of several shelter pets
- Ordained Minister through Universal Life Church
- Advocate of animal rights & the human-animal bond
- Animal training novice (dog, goat, donkey, horse)
- Studying to take the Certified Wildlife Rehabilitator exam
- Team Beachbody Coach
- All things ecofriendly, sustainable and regenerative



VERONICA EDDEN

(DRAFT)

**TUSCOLA COUNTY RECYCLING ADVISORY COMMITTEE
BY-LAWS**

1. AUTHORITY

These by-laws are adopted by the Tuscola County Recycling Advisory Committee (hereinafter referred to as the Committee).

2. Purpose

To serve in an advisory capacity to the County Board of Commissioner for the recycling operation and recycling related issues.

3. Members

Number of members shall be no fewer than 7 and not greater than 11.
Membership make up shall be:

- 1 Member from the County Board of Commissioners
- 6 Members from the General Public

Member's term shall be 3 years

3. OFFICERS AND DUTIES

3.1 Selection

At the December meeting, the Committee shall select from its membership a

- Chairperson
- Vice-Chairperson

3.2 Tenure

The officers shall take office at the next meeting following their election. They shall hold office for a term of 1 year, or until their successors assume office.

In the event of a vacancy in the case of the Chairperson, the Vice-Chairperson shall succeed to the office of the Chairperson, in which case the Committee shall select a successor to the office of Vice-Chairperson at the earliest practicable time.

3.3 Duties

The Chairperson shall be responsible for:

- Presiding at all meetings
- Conducting all meetings in accordance with the rules provided herein
- Create sub-committees as needed and make appointments to those committees

The Vice-Chairperson shall be responsible for:

- Acting in the capacity of the Chairperson in the absence of the Chairperson

3.4 Removal of officer/member

Removal of any officer or member shall be recommended to the County Board of Commissioners for excessive unexcused absences (3 or more), or for conduct unbecoming an officer/member.

4. SECRETARY

The Secretary shall be the Recycling Director and shall be responsible for:

- The preparation of minutes
- Preparing the agenda with the assistance of the chairperson and or input committees and Commissioners as requested
- Delivering reports and related items of business of the Committee

5. MINUTES

Content:

- Recording of attendance
- A brief synopsis of the meeting
- A complete restatement of all motions and recording of votes
- A statement of the conditions or recommendations made on any action
- All communications, action, and resolutions shall be attached

6. REGULAR MEETINGS

Regular meetings shall be the first Thursday of the months of

- February
- April
- June
- August
- October
- December

Meeting dates and time shall be posted at the Purdy building and post to the Recycling website.

7. SPECIAL MEETINGS

A special meetings may:

- Be called by Chairperson
- Public notice shall meet the requirements of the Open Meetings Act
- Secretary shall provide notice to members not less than 48 hours in advance

8. QUORUM

In order for the Committee to conduct business or take any official action, a quorum consisting of a 2/3 majority of the members of the Committee shall be present

9. AMENDMENTS

These rules may be amended by the Committee by a concurring vote during any regular meeting, provided that all members have received an advanced copy of the proposed amendments at least 3 days prior to the meeting at which such amendments are to be considered. All amendments to these rules shall also require the approval of the Tuscola County Board of Commissioners.

9-1-1

Tuscola County Central Dispatch

(L)

Sandra Nielsen, Director

March 9, 2017

From: Sandra Nielsen, Director

Subject: Out of State Travel

To: Board of Commissioners

Dear Commissioners,

I am requesting permission to travel to the APCO (Association of Public Communications Officials) National Conference in Denver, CO. The conference will be held August 13 to 17, 2017 with pre-conference meetings on August 12th. I am currently the president of the Michigan APCO chapter and serve on two National APCO committees. As president of the Michigan Chapter of APCO, the chapter will cover the costs for my travel. I am requesting this in advance because National has a one day "Flash Day Registration" event which provides a discount of \$100.00 if you register on April 3.

Thank you for your consideration in this matter.

Sincerely,



Sandra K Nielsen, Director
Tuscola County Central Dispatch



MICHIGAN RECREATION PASSPORT GRANT PROGRAM RESOLUTION

Upon motion made by _____, seconded by _____, the following Resolution was adopted.

“RESOLVED, that the County of Tuscola, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Tuscola County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide three thousand six hundred Dollars (\$3,600) to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss

COUNTY OF TUSCOLA)

I, Jodi Fetting, Clerk of the County of Tuscola, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Tuscola County Board of Commissioners.

Signature

Title

Date



Michigan Department of Natural Resources - Grants Management
MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT

Project Number: RP16-0064

Project Title: Vanderbilt County Park and Campground Improvement Project

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the Tuscola County IN THE COUNTY OF Tuscola County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Director of the Department to receive a grant. In 268 of 2016, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by 04/18/2017.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number RP16-0064 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is 02/17/2017 through 03/31/2019, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
 - Fire Pit
 - Entrance Drive
 - Picnic Table
 - Utilities
 - Crushed Limestone Access Paths 3' min
6. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money equal to **Seventy-Five (75%) percent of Fourteen Thousand Three Hundred (\$14,300.00) dollars**, which is the total eligible cost

of construction of the project facilities including engineering costs, but in any event not to exceed **Ten Thousand Seven Hundred (\$10,700.00) dollars**.

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Seventy-Five (75%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RGP sign in compliance with Section 7(j) of this Agreement.
7. The GRANTEE agrees as follows:
 - a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Thousand Six Hundred (\$3,600.00) dollars** in local match. This sum represents **Twenty-Five (25%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
 - b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
 - c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of 20 years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may

- not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. A sign will be provided by the DEPARTMENT. Any replacement sign(s) will be at the expense of the GRANTEE.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2017 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
 9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less,

reimbursement should be submitted for entire amount at completion of the project.

- c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 6/30/2019. If the GRANTEE fails to submit a complete final request for reimbursement by 6/30/2019, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
 11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
 12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
 13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
 14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
 - a. The GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;or
 - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability

insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,;
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event

of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980
33. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT .
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).
36. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned both copies together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____
(date)
_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED

By _____

Print Name: _____

Title _____

Date _____

Grantee's Federal ID#

00-0000000

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By _____

Title: Manager, Grants Management

Date _____

(K)

mhoagland@tuscolacounty.org

From: Vicky Sherry <vsherry@tuscolaedc.org>
Sent: Wednesday, March 8, 2017 12:22 PM
To: Brian Chapman; Robert McKay; Mike Hoagland; Zygmunt Dworzecki; SenMGreen@senate.michigan.gov; Edward Canfield; James McLoskey
Subject: Vassar Township Community Park letter of support
Attachments: Vassar Twp ltr of support.docx

Good Afternoon Everyone,

As you maybe aware Vassar Township has recently created Vassar Township Community Park. This is the newest park in Tuscola County and this year they are applying for the 2017 Passport Grant from the Michigan DNR for their proposed pavilion project. Vassar Township would deeply appreciate your letter of support for this exciting project for their new park. I have attached a sample letter of support for you. If you are able to would you please email your letter of support to me by March 21st so that it can be included in their grant application.

Thank you and have a great day,
Vicky

--
Vicky Sherry
Communications Director
Tuscola County EDC
141 South Almer Street
Caro, MI 48723
(989) 673 - 2849
vsherry@tuscolaedc.org

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

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

March 16, 2017

Township of Vassar
Bruce Foether, Supervisor
4505 W. Saginaw Road
Vassar, MI 48768

Dear Mr. Foether,

This letter is in support of Vassar Township's 2017 Recreation Passport Grant application for Vassar Township Community Park.

This project would be very beneficial to our region in order to enhance public park opportunities with the proposed development at Vassar Township Community Park, which includes a pavilion, paved pathways, and paved parking lot.

This development of Vassar Township Community Park will provide a vitally needed component of a community gathering place for users of all mobility.

We look forward to seeing this project completed. Not only would this benefit our region, but local individuals, and our many wonderful seasonal users of the U.S. Bicycle Route 20.

Sincerely,

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

①

**DENMARK TOWNSHIP
RESOLUTION NO. 2017-02**

COPY

At a meeting of the Township Board of the Township of Denmark, County of Tuscola, held on the 30th day, January 2017 beginning at 6:00 pm, there were:

PRESENT: Supervisor C Heinlein, Clerk N Heinlein, Treasurer D Weber, Trustee S Schwab,
Trustee A Krumnauer

ABSENT: None

The following resolution was moved for adoption by Schwab, and the motion was supported by Krumnauer.

SOLAR ENERGY MORATORIUM

WHEREAS, the Michigan Legislature has directed electrical utility companies to develop a renewable energy resource program; and

WHEREAS, solar energy has been identified as a potential source of renewable electrical energy production in Michigan; and

WHEREAS, there has been recent activity in Denmark Township directed towards the lease of farmland for Solar Energy siting, installation and maintenance; and

WHEREAS, Denmark Township does not currently have any regulations in its existing zoning ordinance pertaining to the siting, installation, maintenance, and decommissioning of Solar Energy systems; and

WHEREAS, Denmark Township has determined that it is necessary to amend its zoning ordinance to address Solar Energy facilities to promote the public health, safety and welfare of the residents and property owners in Denmark Township;

NOW, THEREFORE, BE IT RESOLVED that the Denmark Township Board of Trustees does hereby establish and impose a moratorium to prohibit the siting, installation, construction, or maintenance of a Solar Energy facility anywhere within Denmark Township, Tuscola County, Michigan, for a period of twelve (12) months from the date this Resolution is adopted.

BE IT FURTHER RESOLVED that the Denmark Township Planning Commission/Zoning Board is hereby directed to develop amendments to the Denmark Township Zoning Ordinance which address the design, location, setbacks, land degradation, seasonal sun aperture, and other matters deemed appropriate to regulate the siting, installation, construction, maintenance, operation, decommissioning and dismantlement of Solar Energy facilities in Denmark Township.

A roll call vote on the foregoing resolution was taken and was as follows:

AYE: Supervisor C Heinlein, Clerk N Heinlein, Treasurer D Weber, Trustee S Schwab,
Trustee A Krumnauer

NAY: None

ABSTAIN: None

The Supervisor declared Resolution No. 2017-02 duly adopted at 6:57 pm.

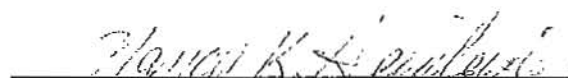
This Resolution to take effect immediately following approval.

All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township of Denmark, Tuscola County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting held on January 30, 2017, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267), Public Acts of Michigan, 1976, as amended, and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

DATED: January 30, 2017



Nancy K. Heinlein
Denmark Township Clerk

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

BOARD OF COMMISSIONERS—REVISE MEDICARE PRESCRIPTION DRUG BILL OF 2003

WHEREAS, health care costs continue to rise for all Americans and, for some Americans, this increase can be devastating; and

WHEREAS, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the Treasury too much money. Technically, the term "entitlement" is correct but it has an unfortunate connotation; and

WHEREAS, Medicare is an essential medical plan that millions of seniors and disabled individuals depend upon to stay alive. Medicare is not a gift, as the term "entitlement" suggests. Many of the beneficiaries have worked their entire adult life and paid into the system in order to receive this crucial medical plan; and

WHEREAS, due to spiraling costs largely associated with the price of prescription medications, our elected officials find themselves passing on increased costs to those who can least afford that increase, namely senior citizens and disabled individuals who are on Medicare's Part D Drug Program; and

WHEREAS, when congress enacted Medicare Prescription Drug Bill they enacted a law that does not allow Medicare to negotiate with pharmaceutical companies for drug price the way Medicaid and the Veterans Administration does; and

WHEREAS, one economist, Dean Baker, estimates that Medicare could have saved approximately \$332 billion dollars between 2006 and 2013 (approximately \$50 billion a year) had the Department of Health and Human Services been permitted to negotiate prices of drugs with the drug companies, as federal agencies do in other programs; and

WHEREAS, rising prescription drug costs have been the primary reason for the increase in health benefit costs; and

WHEREAS, the increasing cost of prescription drugs and outrageous profits made by pharmaceutical companies is a systemic problem that significantly affects our state and our nation. It deserves non-partisan effort; and

WHEREAS, we must prevent our elected officials from balancing the budget on the backs of those who can least afford it, the elderly and disabled. Increases in premiums

and drug costs are unacceptable ways to deal with a flawed Medicare Prescription Drug Bill; and

WHEREAS, we must preserve the Medicare program as it currently exists and to do so requires immediate action to cut unnecessary costs, particularly in the area of prescription drug coverage; and

WHEREAS, we must revise the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper, drugs from Canada and elsewhere; and

WHEREAS, we cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggeringly increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens cause many to contemplate discontinuing medically necessary drugs in order to pay their bills, heat their houses and have food on the table.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners goes on record urging our legislators to immediately commence the process of revising the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper drugs from Canada and elsewhere; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, the Michigan Association of Counties and the other Michigan Counties.

Moved by Commissioner Thiele, seconded by Commissioner Dugan to approve the resolution as presented. Motion carried by voice vote. Yeas: 6 votes. Excused: 1 vote.

ATTEST, A TRUE COPY



_____, Clerk-Register

APPROVED: February 9, 2017

cc: Admin. - Finance - Human Resources