

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, JANUARY 13, 2011 – 8:30 A.M.

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

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

8:30 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Petzold
Pledge of Allegiance – Commissioner Bardwell
Roll Call – Clerk White
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (NONE)
New Business
 -Tire Recycling Agreement (See Correspondence #2)
 -Information Systems Technology (See Correspondence #3)
 -Office Space Planning - Probate Court (See Correspondence #4)
 -Airport Zoning Board of Appeals (See Correspondence #5)
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

Caro DDA
Brownfield Redevelopment Authority
Economic Development Corporation
Tuscola 2011
MAC Economic Development/Taxation
MAC 7TH District
Local Unit of Government Activity Report
Michigan Association of Counties – Board of Directors
NACo

PETERSON

Enterprise Facilitation

Human Development Commission

MEMS

Michigan Association of Counties – Aging Work Group

Michigan Association of Counties – Environmental

LEPC

NACo

Local Unit of Government Activity Report

Parks & Recreation

Dispatch Authority Board

County Planning Commission

PETZOLD

Recycling Advisory

Mid-Michigan Mosquito Control Technical Advisory Committee

Thumb Area Consortium

Multi-County Solid Waste

TRIAD

Local Unit of Government Activity Report

Road Commission

Health Board

KERN

Thumb Area Consortium

Human Development Commission

Health Board

Senior Services Advisory

Local Unit of Government Activity Report

Community Corrections Advisory Board

Behavioral Health Board

DHS/Medical Care Facility Liaison

NEW COMMISSIONER

COUNTY BOARDS

Board of Public Works

Local Unit of Government Activity Report

Human Services Coordinating Council

Great Start Collaborative – Tuscola County

Parks & Recreation

OTHER ENTITIES

MAC Judiciary & Public Safety Committee

NACo Agricultural Committee

NACo Rural Action Caucus

MAC Agriculture & Tourism

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

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

CORRESPONDENCE

- #1 January 3, 2011 and December 29, 2010 Full Board Minutes
- #2 Tire Recycling Agreement
- #3 Letter of Resignation from Information Systems Director
- #4 Office Space Planning – Probate Court
- #5 Letter of Interest for Airport Zoning Board of Appeals
- #6 2011 Board of Commissioners' Meeting Schedule
- #7 2011 Representative Damrow & Senator Green Meeting Schedule
- #8 November 24, 2010 Road Commission Minutes
- #9 December 9, 2010 Road Commission Minutes
- #10 December 15, 2010 Human Development Commission Minutes

DRAFT
Tuscola County Board of Commissioners
January 3, 2011 Minutes
HH Purdy Building

County Clerk Margie A. White called the organizational meeting of the Board of Commissioners of the County of Tuscola, Michigan, held in the HH Purdy Building in the Village of Caro, Michigan, on the 3rd day of January 2011 to order at 11:05 a.m. local time.

COMMISSIONERS PRESENT:

District #1 VACANT, District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5 Gerald Peterson

11-M-001

Motion by Peterson seconded by Petzold to continue with the current procedure of electing the Board Chairman annually. Motion carried.

ELECTION OF CHAIRMAN

The County Clerk declared the floor open for nominations
Commissioner Peterson nominated Commissioner Bardwell. The County Clerk declared Commissioner Bardwell elected Chairman. The County Clerk turned the meeting over to Chairman Bardwell.

ELECTION OF VICE-CHAIRMAN

Chairman Bardwell declared the floor open for nominations.
Commissioner Petzold nominated Commissioner Peterson. Commissioner Peterson was elected Vice-Chairman.

11-M-002

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

11-M-003

Motion by Peterson seconded by Petzold to approve the out-of-state travel request submitted by Commissioner Peterson to attend the NACo 2011 Annual Legislative Conference in Washington D.C. and the NACo Annual Conference in Oregon. Motion carried.

2011 Major Work Tasks were reviewed.

Public Participation – none

BOARDS & COMMISSIONS APPOINTMENTS:

Council on Aging Advisory Board – 1 position
Jerald Gamm

Department of Public Works - 2 positions
Elwyn Helwig
Donald Duggar

Planning Commission – 3 positions
Delores Damm
Lonnie Kester
Zygmunt Dworzecki

Public Health Board -- 2 positions
Richard Horsch

Department of Human Services – 1 position
Robert Hirn

Parks & Recreation Commission – 2 positions
Christina Martens
Lisa Valentine

Recycling Advisory Committee – 3 positions
James McMinn
Patricia E. Frazer
Norma E. Wallace

Central Dispatch Authority
Paul Cherniawski (citizen-at-large)
Dale Churchill (twp. rep.)

11-M-004

Motion by Kern seconded by Peterson to adopt the Commissioners' Rules of Order as presented. Motion carried.

Meeting adjourned at 12:38 p.m., until 8:30 a.m., January 13, 2011

Margie A. White
Tuscola County Clerk

DRAFT

**Tuscola County Board of Commissioners
December 29, 2010 Minutes
H. H. Purdy Building**

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 29th day of December, 2010 to order at 8:35 o'clock a.m. local time.

Prayer by Commissioner Roggenbuck
Pledge by Commissioner Kern

COMMISSIONERS PRESENT:

District #1 Amanda Roggenbuck, District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5 Gerald Peterson

COMMISSIONERS ABSENT:

10-M-270

Motioned by Roggenbuck seconded by Petzold to adopt the agenda as amended. Motion carried.

10-M-271

Motioned by Peterson seconded by Roggenbuck to approve the minutes of the 12/9/10 regular meeting. Motion carried.

Brief Public Comment – Crystal Pitcher appeared on behalf of the Caro Chamber of Commerce

10-M-272

It was moved by Peterson and supported by Roggenbuck that the following Consent Agenda resolution be adopted:

CONSENT AGENDA

Agenda Reference:	A
Entity Proposing:	COMMITTEE OF THE WHOLE 12/9/10
Description of Matter:	Move that per the request of several departments that the county imprest cash limit be increased from \$150 to \$300. It is the responsibility of each department to maintain accurate ledgers for proper accounting of this cash and to supply this accounting

information at the request of the Controller/Administrator's Office and/or county auditors.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 12/9/10

Description of Matter: Move that per the December 8, 2010 memo from the Sheriff that authorization is given to purchase accident reconstruction equipment from the 2010 Sheriff Department operating budget for an amount of \$1,288.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 12/9/10

Description of Matter: Move that the County Road Commission request for an increase in compensation be denied based on the extremely restricted financial ability of federal, state and county government and to avoid a precedent that could force increases in compensation and per diem payments to many other county boards and commissions.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 12/9/10

Description of Matter: Move that per the December 7, 2010 letter of request from the Dispatch Director that Tyler Woidan be appointed to fill the part-time vacant dispatcher position at Central Dispatch beginning in January of 2011.

Agenda Reference: E

Entity Proposing: COMMITTEE OF THE WHOLE 12/9/10

Description of Matter: Move that the two personnel commissioners attend Department Head meetings and other commissioners to attend as alternates in the absence of personnel commissioners.

- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 12/9/10
- Description of Matter:** Move that a legal opinion be obtained regarding establishing a moratorium regarding the sale and distribution of medical marijuana until a county ordinance can be prepared and adopted.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 12/9/10
- Description of Matter:** Move that a legal opinion be obtained to determine solutions to the county credit card problem which currently requires a personal financial guarantee from a county official.
- Agenda Reference:** H
- Entity Proposing:** COMMITTEE OF THE WHOLE 12/9/10
- Description of Matter:** Move that per the November 22, 2010 memo of request from the Sheriff that out of state travel for two officers to obtain training regarding Smith and Wesson armor be approved.

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

YEAS: all

NAYS: none

ABSTENTIONS: none

RESOLUTION ADOPTED.

Airport Zoning Administrator Interviews

Scott and Dave Romain with S & D Aviation, LLC

Paul Hoose

Ione Vyse, Vyse Administrative Services LLC

10-M-273

Motion by Kern seconded by Peterson Move that Tuscola Area Airport Zoning Administrator services be awarded to Vyse Administrative Services LLC who shall be responsible for administering the Tuscola Area Airport Zoning

Ordinance for the County when local units of government have chosen not to administer the ordinance themselves. Motion carried.

10-M-274

Motion by Kern seconded by Roggenbuck that per the request of South Central Michigan Construction Code Incorporated (SCMCCI) that effective January of 2011 a temporary reduction of annual rent payment of \$5000 be implemented. Also, amend the 2011 County Budget by increasing the use of reserves. (A request was made by SCMCCI to temporarily reduce the office space rent paid to the county by 50% from \$25,000 to \$12,500 annually. Previously the SCMCCI rent payment was reduced from \$50,000 to \$25,000.). Motion carried.

10-M-275

Motion by Kern seconded by Roggenbuck that per the December 17, 2010 letter of request from the Sheriff, install an electronic locking mechanism on the door in the security garage for an estimated cost of \$1,150. Also, said expense be paid from the Building and Grounds Budget. Motion carried.

10-M-276

Motion by Kern seconded by Peterson to implement a new system to replace the former county credit card system with Northstar Bank with a limited number of debit cards issued with draw downs from a separate county checking account at Northstar Bank that does not require personal guarantees from county management. Motion carried.

10-M-277

Motion by Kern seconded by Petzold that per the recommendation of the Board of Health to approve the 2011 Tuscola County Health Department fee schedule with the changes as provided by the Board of Health and said changes effective January 1, 2011. Motion carried.

10-M-278

Motion by Peterson seconded by Petzold to approve the three year auditing services engagement letter dated December 16, 2010 with Anderson, Tuckey, Bernhardt and Doran and authorize all appropriate signatures. Motion carried.

10-M-279

Motion by Kern seconded by Roggenbuck to lift the hiring freeze and approve the posting and refilling of the full-time Court Records Clerk II position in the County Clerk's office. Motion carried.

10-M-280

Motion by Peterson seconded by Roggenbuck to approve the supplemental auditing services engagement letter dated December 16, 2010 and authorize all appropriate signatures. Motion carried.

10-M-281

Motion by Kern seconded by Roggenbuck to concur with the hiring of James Freeman as the Domestic Violence Investigator (full-time), Rebecca Gokey as the Domestic Violence Advocate (full-time) and Michael Kwarcinski as the Domestic Violence Prosecutor (part-time) (all grant-funded positions). Motion carried.

Recess at 10:15 a.m.

Reconvene at 10:25 a.m.

Commissioner Roggenbuck left the room

10-M-282

Motion by Kern seconded by Petzold that staff prepare information and put notification in the newspaper and on the county website informing the public that the Board of Commissioners will be accepting and reviewing applicants for possible appointment to the vacant District 1 Commissioner position (appointment must be made within 30 days of the commissioner resignation and an election must be held within a reasonable period of time whether a person is appointed by the Board of Commissioners or not). Motion carried.

10-M-283

Motion by Kern seconded by Petzold to authorize 2010 year-end budgetary amendments for compliance with the Uniform and Accounting Act per the December 2010 information provided by the Controller/Administrator. Motion carried.

10-M-284

Motion by Kern seconded by Petzold to concur with the agreement for legal representation of indigents in the 54th Judicial Circuit Court for the period of January 1, 2011 to December 31, 2011 with the law offices of Kohl, Nolan, Turkelson & Ogden P.C. for an annual amount of \$165,000 and authorize all appropriate signatures. Motion carried.

10-M-285

Motion by Kern seconded by Peterson to concur with the contract for legal representation of juveniles in delinquency case filed in the 54th Judicial Circuit Court for the period of December 1, 2010 until December 31, 2012 with the law offices of Duane E. Burgess for the sum of \$15,600 for 2011 and \$16,000 for 2012 and authorize all appropriate signatures. Motion carried.

10-M-286

Motion by Kern seconded by Peterson to concur with the contract for legal representation of guardian ad litem on behalf of children in abuse and neglect cases assigned to the 54th Judicial Circuit Court for the period of December 1, 2010 until December 31, 2012 with the law offices of Tara J. Hofmeister for the sum of \$49,000 (total for two years) and authorize all appropriate signatures. Motion carried.

10-M-287

Motion by Kern seconded by Petzold to concur with the contract for legal representation of parents involved in petitions alleging child neglect/abuse cases filed in the 54th Judicial Circuit Court – Family Division for the period of December 1, 2010 until December 31, 2012 with the law offices of Kohl, Nolan, Turkelson & Ogden P.C. for the sum of \$29,300 annually and authorize all appropriate signatures. Motion carried.

Commissioner Roggenbuck re-entered the meeting

10-M-288

Motion by Petzold seconded by Peterson to concur with the contract between Tuscola County Recycling and Valley City Environmental Services, Inc. for recycling of consumer electronics for residents and small businesses for the period of January 1, 2011 through December 31, 2011 and authorize all appropriate signatures. Motion carried.

10-M-289

Motion by Peterson seconded by Kern to accept with regret and place on file the resignation of District 1 Commissioner Amanda Roggenbuck. Motion carried.

10-M-290

Motion by Roggenbuck seconded by Kern to authorize the purchase of 32 ballot containers at a cost of \$2,683.54 including shipping costs and authorize the county clerk take the necessary steps to distribute to the local units and retrieve the approval stickers affixed to containers currently being used. Direct the costs be recouped from the local units for the ballot containers

Extended Public Comment

Roger Allen appeared to express his interest in being appointed District #1 County Commissioner

Zygmunt Dworzecki appeared to express his interest in being appointed District #1 County Commissioner

Meeting adjourned at 11:20 a.m.

Margie A. White, Tuscola County Clerk

To: Local Official

From: Michael R. Hoagland, County Controller/Administrator

Date: January 10, 2011

Re: Proposal for Tire Disposal and Mosquito Abatement

Purpose of Letter

The purpose of this letter is to inquire to determine which local governments in Tuscola County are interested in partnering with the county to increase tire collection/recycling in 2011. The program objectives are to reduce the number of unsightly tires and in the process reduce significant breeding locations for mosquitoes.

First Year Program Success

The use of trailers for tire recycling in local units of government was started in 2010. This program was highly successful with eight local units of government participating including: Dayton, Vassar, Fremont, Columbia, Arbela and Almer Townships along with the City of Vassar and Village of Akron. It is estimated that over 6,400 tires were recycled. This is an estimated 192,000 pounds or 96 tons of rubber.

The program increases tire collection by the county making trailers available to local governments. The county finances the program using Mosquito Abatement funds available from the public approved Mosquito Abatement millage. Other Michigan County mosquito abatement programs also use Mosquito Abatement millage funds for tire collection. Since each trailer costs \$1,200 to rent, there is a limit of 10 trailers per year. This program has the added advantage of saving the individual from the travel time and costs of going to the Recycling Center in Caro.

(Currently, the Tuscola County Recycling operation provides a tire recycling program at the Recycling Center in Caro. Residents can bring tires to this facility during normal business hours. In order to help defray the cost of renting trailers and tire disposal recycling charges a handling fee for this program. This tire recycling program will remain in operation. Although this program has been successful, county officials are seeking methods to ratchet-up the number of tires collected and reduce mosquito breeding locations through the use of the on-site trailers.)

Local Government Responsibility

The local government is responsible to provide the labor (volunteer or paid) to coordinate loading of the trailer and a contact person and phone number to help answer phone calls from the public. By state law this type of tire collection is

limited to residential tires (no commercial or business tires). Verification that a Tuscola County resident is using the trailer is the responsibility of the local government. To make the program available to as many people in the county as possible and comply with state requirements, there is a limit of 7 tires per vehicle. It is the responsibility of the local government to advertise through all appropriate methods to make the public aware of the day and time the trailer is available. A more detailed outline of the new program is explained in the attached agreement.

Steps to Participate in the 2011 Program

In order to efficiently schedule the 2011 program it is requested that a response must be received by the end of March 2011 if you are interested in participating in this year's program. Priority will be given to those local governments that did not participate in the previous year's program. Also, the budget limits participation to 10 local government units per year.

Your interest in the program is accomplished by submitting the attached signed agreement before the end of March 2011 to Kate Neese 1123 Mertz, Caro, Mi. 48723 or recycle@tuscolacounty.org . The first 10 local governments that did not participate in the prior year's program and submit a signed agreement will be chosen for the 2011 program. (A local unit that participated in 2010 can still submit a signed agreement.) A copy will then be signed by the county and provided to you for your records. Kate Neese will then coordinate with you to schedule the date and time for trailer delivery. If you have questions you may contact Kate Neese (Tuscola County Recycling Coordinator) at 989-672-1673.

Thank you for your review and consideration of this matter as we work together to strengthen service delivery to the residents of Tuscola County.

**Tuscola County
Tire Collection Site Agreement
With {MUNICIPALITY}
2011**

Background

Tuscola County desires to provide semi trailers to municipalities for the collection of scrap tires. A maximum of 10 semi trailers will be provided by the county per year. By providing trailers throughout the county the number of scrap tires can be reduced which will help to reduce tires as a significant breeding ground for mosquitoes.

The term of this agreement shall commence for one collection date to be determined by the municipality. This contract provides for the one time collection of scrap tires at the municipality's determined location.

Therefore, the parties agree as follows:

I Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

A. "Collection Site(s)" shall mean only those collection sites described on Attachment A hereto and such other sites which may from time to time be designated by the parties hereto to be used for the collection of scrap tires. Such sites are herein referred to as "Collection Sites".

B. "Scrap Tires" shall include the following materials:

- Bicycle tires
- Lawn & yard implement tires
- Motorcycle & ATV tires
- Automobile and light truck tires
- Semi tires
- Tractor tires

II Scope of Services.

A. Staffed Scrap Tire Collection Site Stations

1. Collection sites. It is the responsibility of the municipality to inform the County Recycling Coordinator (Kate Neese – 989-672-1673) of the exact location, date and times of when residents will be able to bring tires to the collection site. This must be done a minimum of two weeks prior to the planned collection date. This information will enable the scheduling of the semi-trailer delivery by the County Recycling Coordinator with Environmental Rubber Recycling Incorporated (located at 6515 N Dort Hwy in Flint, Michigan 48505).

2. Staffing. The municipality hosting a trailer will provide sufficient personnel during the collection site's hours of operation. The personnel may be paid employees or approved volunteers of the municipality. Payment for staffing costs is the responsibility of the municipality.

3. Hours of operation. The collection site will be open one day per State of Michigan regulations. The collection site must be open at least four hours per day of site operation.

4. Materials Collected. For the purpose of this agreement, the scrap tires required to be collected by the municipality at the collection site station shall include any and all scrap tires that the staff on site can load by hand. It will be up to the municipality to determine if oversized tires can be safely loaded into the trailer. No tires can remain on site at the end of the collection day.

5. Quality Control and Contamination. The municipality is responsible for loading tires, and tires only, onto the trailer. No tires can be accepted if they are attached to an axel. Tires should be free of mud, water and debris.

6. Volume Limits. Residents are limited to bringing seven (7) tires per vehicle per State of Michigan regulations. No business or commercial tires can be accepted at these collection events. Any Tuscola County resident may use the collection site. Proof of residency in Tuscola County is required and verification of such must be completed by municipality staff or volunteers.

7. Payment for Collection. Tuscola County will only pay for one semi trailer per collection event. Payment will be made from the Mosquito Abatement Millage Fund. The municipality will be responsible for any additional costs beyond the single scrap tire collection semi trailer. The municipality will be responsible for turning residents away if the trailer becomes filled before the end of the collection time. Again, no tires may remain on site after the designated collection date per State of Michigan regulations.

III Transport, Processing and Contaminated Materials

A. Transportation of Materials.

Environmental Rubber Recycling Inc. will provide transportation of the trailer to and from the collection site to its processing center at 6515 N. Dort Highway, Flint at no additional cost to the municipality.

B. Processing.

Environmental Rubber Recycling Inc. will provide on going processing, marketing, storage and shipping of all scrap tires collected from the collection sites.

IV Term and Termination.

A. Term.

The term of this Agreement shall be through December 31, 2011, unless terminated in accordance with Paragraph B below.

B. Termination.

1. Termination without Cause. This Agreement may be terminated without cause by either party upon written notice of election to terminate delivered to the other party prior to the scheduled delivery of the semi trailer.

V- Responsibility and Reporting.

A. Maintenance.

It will be the responsibility of the municipality to determine an easily accessible location for the collection site. The municipality must maintain the site by clean up and snow removal when needed. Any trash or unacceptable material left at the collection site will be the responsibility of the municipality to dispose of properly.

B. Trailers.

The municipality is responsible for the protection and care of the trailer while at the collection site. Maintenance and repair of the trailers will be the responsibility of Environmental Rubber Recycling, Inc.

C. Promotion Material.

Each municipality is required to promote to the best of their ability the scrap tire collection. The Tuscola County Recycling Facility and Tuscola County Mosquito Abatement program will also help promote scrap tire collection through the use of local media, flyers and brochures. Each collection site will be open to any and all Tuscola County residents. Each municipality must provide a contact person and phone number to help answer calls from residents.

D. Training/Education

Municipalities may contact Tuscola County Recycling for advice on how to properly load the scrap tire collection trailer. Municipalities are encouraged to visit the Tuscola County Recycling Center to observe and tour their year round tire collection program.

E. Liability

The municipality shall have appropriate insurance for injuries or accidents or other liability that may occur at the collection site. The County is not liable for claims that may occur as a result of this program.

Executed this _____ day of _____, 2011

County of Tuscola:

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Witnessed

Municipality

Title

Date _____

Witnessed

1-6-2011

Dear Mike Hoagland:

This is my formal notification that I am resigning from Tuscola County Government as Director. I have accepted a job in the private sector. January 21st will be my last day of employment.

I appreciate the many opportunities that the Computer Operations Department have been given here, and wish everyone much success in the future.

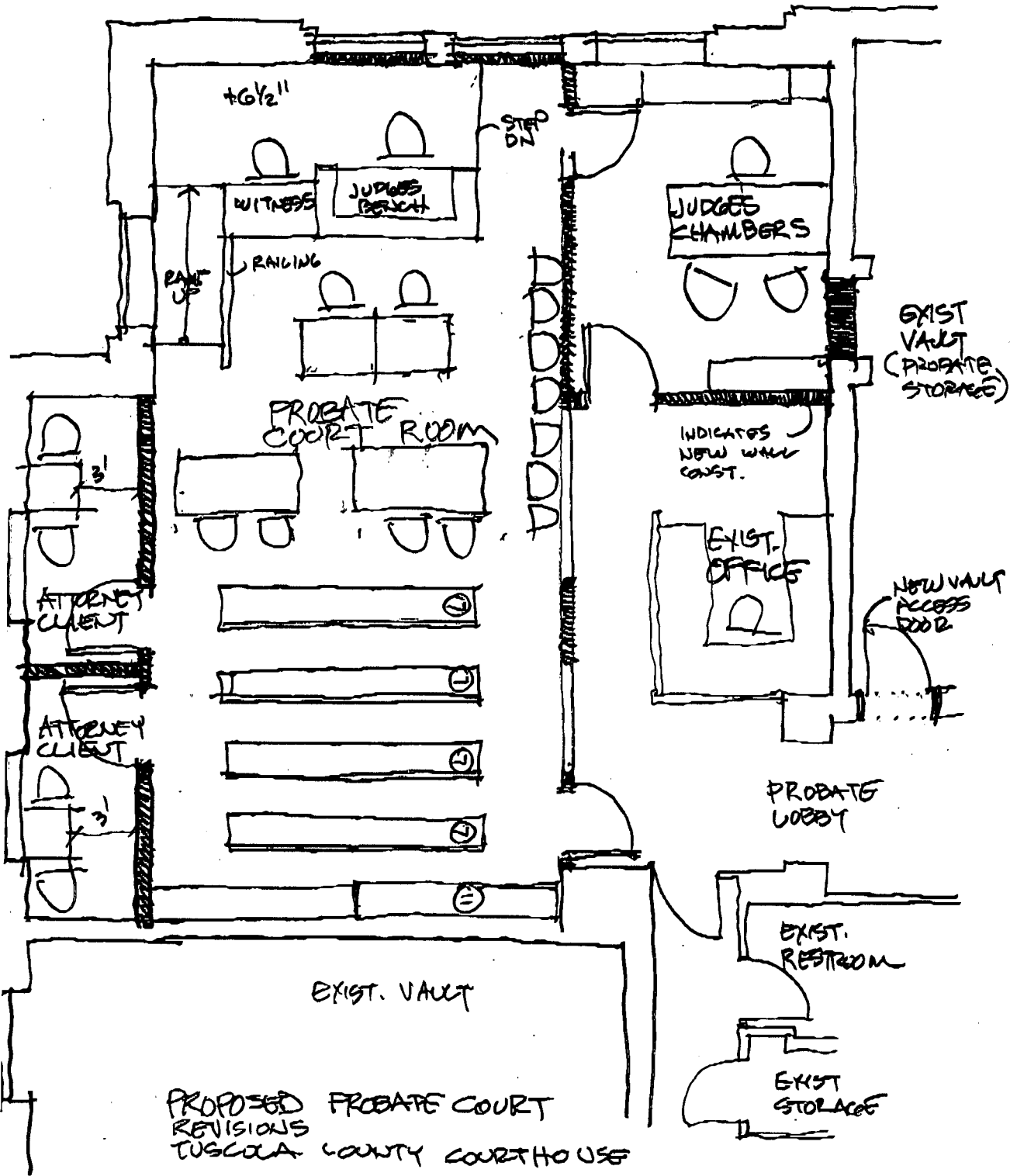
Sincerely,

A handwritten signature in black ink, appearing to read "Steve Lark", with a long horizontal flourish extending to the right.

Steve Lark

Cc: Carrie Krampits

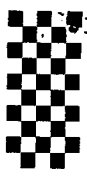
#4



TSSF ARCHITECTS, INC.
 122 N. Washington Ave.
 SAGINAW, MI 48607

1.5.2011

State Street



122 N. Washington Ave,
Saginaw, Michigan 48607
Ph. (989) 752-7311
Fax. (989) 752-7313

TSSF Architects Inc.
ARCHITECTS PLANNERS

FAX TRANSMITTAL SHEET

Date: 1.6.2011 Project _____

Regarding PROBATE COURT RENOVATIONS
TUSCALA COUNTY COURTHOUSE

Number of pages 2
(Including Cover)

From: KEITH

Transmitted To:
(Name)

(Company)

(Fax Number)

MIKE HOGLAND

Comments

PROPOSED RENOVATIONS - WE HAVE
STOPPED BUT I THOUGHT THIS MIGHT
HELP FOR MEETING ON THE 13TH.

A PROPOSAL/AGREEMENT FOR THE PROVISION OF SPECIFIED PROFESSIONAL SERVICES

CLIENT: Tuscola County

DATE: Jan. 6, 2011

Attn: Mike Hoagland
Phone: 989-672-3700

Fax:

TSSF PROJECT NO. 1046P

PROJECT: Renovate Probate Court Area
Tuscola County Court House
Caro, Michigan

BRIEF DESCRIPTION OF PROJECT: See attached Appendix "A"

SCOPE OF SERVICES:

Field investigation, Preliminary design, Schematic design, Design development, Construction documents, Assistance during bidding

SCHEDULE: Per Owner's Direction

DELIVERABLES:

PDF documents on disc.
Sealed documents for submittal to regulatory agency.
Documents to be provided by the Owner.

PROFESSIONAL FEE: \$7,000.00 not to exceed hourly rates.

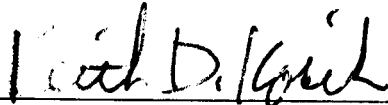
SPECIAL CONDITIONS: The following services are available for additional fee if requested:

1. Boundary and topographic surveys, soil borings, etc.
2. Processing review and permit fees charged by regulatory agencies having jurisdiction over the project.
3. Reproduction of bidding and construction documents for contractors' use.
4. Providing field administration services and representation during construction.
5. Advertising for bids.

The attached Terms and Conditions are a part of this Agreement (two pages).

The attached Professional Services Fee and Rate Schedule are a part of this Agreement (one page)

Offered By:



(Signature) Keith D. Kosik, AIA

Vice President

(Title)

JAN. 6, 2011

(Date Offered)

Accepted By:

Note: Proposed fee remains valid when accepted within 30 days of date offered.

(Signature)

(Title)

(Date Accepted)

For: **TSSF Architects, Inc.**

For:
(Company)

TERMS AND CONDITIONS

TSSF Architects, Inc. (TSSF) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, TSSF shall have access to the site for activities necessary for the performance of the services. TSSF will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee shall be a lump sum, unless indicated otherwise, and is valid for 30 days from date of Agreement. Where the fee arrangement is to be on an hourly basis or additional services are required, the rates shall be those that prevail at the time services are tendered. (Fee and rate schedule are as attached.) Rates and multiples for services as set forth in this agreement shall be adjusted in accordance with the Architect's normal salary review procedures.

Fee Renegotiation for Extended Schedule

Should the completion of TSSF Architect's services covered in this agreement extend beyond 60 days due to no fault of TSSF Architects, TSSF shall renegotiate the cost of services to complete the project.

Billings/Payments

Invoices for services will be submitted on a monthly basis and shall be payable within 30 days of invoice date. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date at which time TSSF may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. A monthly service charge of 1.5% of the unpaid balance may be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys fees. (Retainers shall be credited on the final invoice.)

Insurance

TSSF shall during the course of this project maintain (1) statutory workmen's compensation insurance coverage, (2) comprehensive general liability insurance coverage and automobile liability insurance coverage and (3) professional liability insurance.

Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless TSSF, its officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs arising out of or in any way connected with this project or the performance of services by any of the parties above named under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TSSF.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and TSSF agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and TSSF further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Standard of Care

TSSF shall endeavor to perform its Professional Services with the standard of care, skill and diligence normally provided by a competent professional in the performance of such services.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and TSSF, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, TSSF's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$100,000 or remaining insurance coverage available at the time of settlement or judgment, whichever is less. Such causes include, but are not limited to TSSF's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon seven days written notice by either the Client or TSSF should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay TSSF for all services rendered to the date of termination, including all reimbursable expenses, and reimbursable termination expenses.

Assigns and Subcontractors

Neither Client nor TSSF shall assign, sublet or transfer any rights or interest in the Agreement without written consent of the other. TSSF may employ independent consultants, associates, and subcontractors to assist in the performance of these services as deemed appropriate by TSSF.

Changes

The Client may direct TSSF to make changes, including additions or deletions to the Services originally described herein. TSSF shall promptly notify Client in writing if such changes, additions, or deletions affect the time for performance of TSSF's services or price so that appropriate adjustment can be negotiated.

Ownership of Documents

The Client acknowledges that all reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents produced by TSSF and their consultants are instruments of professional service, not products. Ownership of all documents produced by TSSF shall remain the property of TSSF. The Client recognizes that documents produced by TSSF shall not be subject to unauthorized re-use by the Client, without authorization of TSSF to do so. Such authorization is essential because it requires TSSF to evaluate the documents' applicability to new circumstances, not the least of which is passage of time.

Alteration and Reuse of CAD Information

Client may be provided with copies of the work performed by TSSF in either electronic form or hard copy, (such as Record Drawings, As-Built Drawings, etc.) provided such service is specifically included under the terms of this agreement. Since computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, all electronic copies will be provided in PDF format only. Copies shall be used for information by Client for the specific purpose for which TSSF was engaged. Said material shall not be used by Client, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not originally intended, without TSSF's express written permission. Any unauthorized modification or reuse of the materials shall be at Client's risk, and Client, therefore, agrees to defend, indemnify, and hold harmless, TSSF from all claims, injuries, damages, losses, and expenses, including attorneys fees arising out of the unauthorized modification of these materials.

Confidentiality

TSSF agrees to keep confidential and not to disclose to any person or entity, other than TSSF employees, sub-consultants, or general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by TSSF or furnished to TSSF and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TSSF from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for TSSF to defend itself from any suit or claim.

Administration of the Contract

TSSF Architects will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work; will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; and will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other person performing portions of the Work.

Applicable Laws

Unless other specified, this Agreement shall be governed by laws of the State of Michigan.

PROFESSIONAL SERVICES

Compensation/Reimbursable Expenses Rate Schedule
 Effective January 1 thru December 31, 2011

Services Compensation

Where our compensation for services is based on hourly billing rates, time expended on behalf of the client/owner will be charged at the following rates:

CLASSIFICATION	HOURLY RATE
Project Architect/Principal	115.00/hr
Sr. Project Manager	105.00/hr
Project Manager	90.00/hr
Senior CAD Technician/Designer	93.00/hr
Administrative Assistant	72.00/hr
CAD Technician/Designer	68.50/hr
Word Processor/Clerical	59.00/hr

Overtime authorized in advance by the client/owner will be charged at a rate equal to 1.5 times the above listed standard rate.

The above rates include overhead, profit and costs incidental to the performance of services.

Reimbursable expenses:

Expenses incurred on behalf of the client/owner and not normally included as part of our Basic Services compensation package will be charged at our cost plus 10% for administration. Such expenses include, but are not limited to, the following:

- Printing/reproduction, mailing/delivery costs for multiple sets of drawings, specifications and addenda for bidding and construction purposes
- Same printing etc., as above for other special purposes
- Travel lodging, meals, etc. for overnight duration
- Fees charged by Regulatory Agencies (Michigan DLEG, Bureau of Construction Codes, Bureau of Fire Services, Department of Community Health, Local Building and Zoning Officials, etc.)
- Costs of perspective renderings and models

Consultants:

When consultants are utilized to perform services for which the basis of our compensation is hourly billing rates, such services will be billed at our cost +10%, unless hourly unit rates have previously been established.

APPENDIX "A"

Architectural/Engineering service to renovate Probate Court Area, approximately 860 sf to include the following:

- Larger, more efficient Probate court room.
- Required barrier free access to Witness stand/Judges bench.
- Remodel/renovate court Recorder/court Clerk to free standing in front of Judges bench.
- Create two new Attorney/Client rooms approximately 4'-8" x 10'-0".
- Relocate Judges chamber.
- Provide new access to vault with (3) hour rated door and frame.
- Demolish ceilings, flooring, walls as required for above.
- Specify new flooring, doors/frames, wall finishes, ceilings.
- Renovate/reuse mechanical to provide required outside air per code.
- Renovate/revise electrical power/data (cabling not included).
- Renovate/revise lighting.

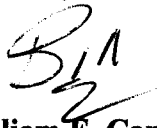
January 9, 2011

Commissioners,

Please accept this as my letter of interest in serving on the Countys' Zoning Board of Appeals.

As most of you a probably aware, I have been involved in the Zoning process from the beginning and am quite familiar with the requirements for this position and am qualified to serve.

Sincerely,



William E. Campbell
124 Wireline Rd.
Caro, Mi. 48723
Ph. 989-673-6535

9
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TO: Department Heads and Public
 FROM: County Board of Commissioners, Controller/Administrator, County Clerk
 DATE: January 4, 2011
 RE: County Board and Committee of the Whole Meeting Schedule for 2011

The following is a list of dates for the County Board and Committee of the Whole meetings in 2011. Requests to address the Committee of the Whole should be submitted to the Controller/Administrator in advance of the scheduled meeting dates. Also, it should be noted that meetings can be added or cancelled at the discretion of the Committee Leader. All meetings are held in the Tuscola County H.H. Purdy Building at 125 W. Lincoln St., Caro, MI 48723 unless otherwise stated.

MONTH	Committee of the Whole 8:30 A.M. H.H. Purdy Building	Full Board/Committee of the Whole 8:30 A.M. H.H. Purdy Building	Full Board/Committee of the Whole 6:00 P.M. Locations as Noted Below
January	Organizational Mtg 1/3/11	13 th	27 th H.H. Purdy Building
February	1 st	10 th	24 th H.H. Purdy Building
March	1 st	10 th	24 th H.H. Purdy Building
April	5 th	14 th	28 th location to be determined
May	3 rd	12 th	26 th location to be determined
June	7 th	16 th	30 th location to be determined
July	5 th	14 th	28 th location to be determined
August	2 nd	11 th	25 th location to be determined
September	6 th	15 th	29 th location to be determined
October	4 th	13 th	27 th location to be determined
November	1 st	10 th , 23 rd	
December	6 th	15 th , 29 th	

*** 6:00 P.M. 'Away' meetings to be held in Commissioner Districts. Locations to be announced.

County Board
 Chairperson: Bardwell
 Vice-Chairperson: Peterson
 Members: Petzold, Kern

Meetings may be added, cancelled or rescheduled as necessary.
 If you need accommodations to attend a meeting, please notify the Tuscola County Controller/Administrator's Office at (989) 672-3700 two days in advance of the meeting.

Mike Hoagland

From: Mike Hoagland [MHoagland@TuscolaCounty.org]
Sent: Friday, January 07, 2011 11:45 AM
To: Kurt Damrow; Senator Mike Green (senmgreen@senate.michigan.gov)
Cc: 'Jerry Peterson'; 'Tom Bardwell (tbardwell@hillsanddales.com)'; Tom Kern (commishkern@gmail.com)
Subject: Establishing a schedule to meet with Tuscola County Commissioners
Attachments: 2011 Green Damrow Meeting Schedule.doc

Senator Green and Representative Damrow

The Tuscola County Commissioners requested that I contact you to develop a meeting schedule. The Board would like to meet monthly on an alternating basis with the senator one month and the representative the next month. This arrangement worked well with the former senator and representative. Meetings were held on Mondays because neither the senate or house were in session and the officials were in the district. The Board would appreciate it if you could continue this meeting schedule. Attached is a tentative schedule. Please review the schedule and let me know if it will work or if you need to make modifications.

Thank you.

Michael R. Hoagland
Tuscola County Controller/Administrator
207 E. Grant St.
Caro, MI 48723

(989) 672-3700 Phone
(989) 672-4011 Fax
mhoagland@tuscolacounty.org E-mail

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Caro, MI 48723

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

The Tuscola County Board of Commissioners has scheduled a series of meetings with State Representative Kurt Damrow and State Senator Mike Green.

These meetings take place at the Tuscola County H. H. Purdy Building
125 W. Lincoln Street
Caro, MI 48723

2011 Meeting Schedule

All meetings are scheduled for 10:00 a.m.

State Representative Kurt Damrow	State Senator Mike Green
Monday, January 24th	Monday, February 28th
Monday, March 28th	Monday, April 25th
Monday, May 23rd	Monday, June 27th
Monday, July 25th	Monday, August 22nd
Monday, September 26th	Monday, October 24th
Monday, November 28th	Monday, December 26th

November 24, 2010

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Wednesday, November 24, 2010 at 8:00 A.M.

Present: Commissioners John Laurie, Gary Parsell, and Mike Zwerk, County Highway Engineer Michele Zawerucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.
Also Present: County Commissioner Roy Petzold.

Motion by Parsell seconded by Zwerk that the minutes of the November 10, 2010 regular meeting of the Board be approved. Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$97,828.81 and bills in the amount of \$487,888.65 covered by voucher #10-45 were presented and audited.

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

Brief Public Comment Segment:

(1) Tuscola County Commissioner Roy Petzold and Millington Township Supervisor Bob Worth both thanked the Board for the completion of the 4-way Stop with Flashing Beacon at the intersection of Millington Road and Sheridan Road.

Millington Township Supervisor Bob Worth appeared before the Board to discuss the township's road account billing. Mr. Worth reported to the Board that the costs for limestone with their paving projects were higher than expected and asked for the bill to be adjusted. County Highway Engineer Zawerucha reported that Saginaw Asphalt Paving Company negotiated a reduced unit bid price in lieu of the excess limestone over planned quantity. Zawerucha also reported that the total actual costs for the three paving projects in Millington Township were less than the total estimated costs. After further discussion, the Board denies the township's request for an adjusted road account billing.

Motion by Parsell seconded by Zwerk that the bids for two (2) Tandem Axle Truck Cab & Chassis taken and accepted at the last regular meeting of the Board be awarded to Diesel Truck Sales at a total cost of \$92,701.00 per truck; and that the bids for two (2) Tandem Axle Truck Equipment taken and accepted at the last regular meeting of the Board be awarded to Truck & Trailer Specialties with the proposed options at a total cost of \$81,879.00 per truck. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the bids for one (1) Sign Truck Cab & Chassis taken and accepted at the last regular meeting of the Board be awarded to Diesel Truck Sales at a total cost of \$57,088.00; and that the bids for one (1) Sign Truck Equipment taken and accepted at the last regular meeting of the Board be awarded to Truck & Trailer Specialties with the proposed options at a total cost of \$59,721.96. Zwerk, Parsell, Laurie --- Carried.

Mr. Robert Frost, Information Systems Coordinator with the Tuscola Intermediate School District, and Mr. Scott Zimmer, President of Air Advantage, appeared before the Board to discuss broadband networking and internet access expansion in the thumb area. Mr. Frost appeared before the Board at the August 6, 2009 regular meeting and reported that stimulus funds were available through the American Recovery and Reinvestment Act of 2009 (ARRA) for expanding broadband access; at which time the Board made resolution for a Letter of Support. The Tuscola

Intermediate School District and Air Advantage were awarded the grant funding this year to build a fiber network to every community in the thumb area in order to increase educational opportunities, increase broadband access, and reduce the costs of internet delivery. Mr. Zimmer asked the Board if the Road Commission would be willing to grant Air Advantage access to the radio tower at the Caro Facility, as well as providing property for the installation of another tower at the Deford Facility in order to provide wireless service to residents and businesses in the area. In return, Air Advantage proposes a Lease Agreement in which the Road Commission would receive network connection, wireless service, and credit for maintenance costs. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to move forward with plans for allowing Air Advantage tower space pending approval from the Novesta Township Board for tower installation and pending review of the Lease Agreement by the Road Commission's attorney. Zwerk, Parsell, Laurie --- Carried.

Management and the Board further reviewed the Road Commission's pension plans with M.E.R.S. of Michigan. At the last regular meeting, the Board requested a Board of Review regarding the Working Foremen request to enhance their division's plan. Director of Finance Michael Tuckey reported to the Board that the M.E.R.S. Board reviewed the request from the Working Foremen at an earlier date and denied a variance of the 80% funding level criteria. The Board requests a complete timeline of events and will continue to search for options.

Management and the Board further reviewed a proposed Sign Retro-Reflectivity Replacement Policy in order to comply with the Federal mandate as outlined in the 2009 edition of the Manual on Uniform Traffic Control Devices. County Highway Engineer Zaverucha also presented to the Board cost estimates to achieve substantial conformance with the retro-reflectivity requirements. After further discussion, the following motion was introduced:

Motion by Zwerk seconded by Parsell that in accordance with the 2005 Michigan Manual on Uniform Traffic Control Devices Section 2A.09, the Tuscola County Road Commission adopts Blanket Replacement and Expected Sign Life Methods as our procedures for maintaining Sign Retro-Reflectivity levels; and that this procedure has been incorporated into the Road Policies Manual. Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to increase the Tuscola County Road Commission's Pit Run Gravel price from \$1.00 per ton to \$2.00 per ton effective immediately. Zwerk, Parsell, Laurie --- Carried.

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

Chairman

Secretary-Clerk of the Board

December 9, 2010

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, December 9, 2010 at 8:00 A.M.

Present: Commissioners John Laurie, Gary Parsell, and Mike Zwerk, County Highway Engineer Michele Zawerucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Parsell seconded by Zwerk that the minutes of the November 24, 2010 regular meeting of the Board be approved. Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$154,551.21 and bills in the amount of \$192,906.06 covered by voucher #10-46 were presented and audited.

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

Brief Public Comment Segment:
None.

Ms. Leona Guereux appeared before the Board to discuss the uncertified portion of Crawford Road between Kelly Road and Elmwood Road in Novesta Township. Ms. Guereux reported to the Board that their abutting property owner has installed two gates across the statute road right-of-way of Crawford Road denying access to their property. Ms. Guereux has contacted the Tuscola County Prosecuting Attorney and requests that a letter be sent from the Road Commission to remove the gates. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that a Right-Of-Way Encroachment Letter be sent to Mr. John Millis requesting to remove the two gates across the uncertified portion of Crawford Road in Novesta Township within 60 days; all in accordance with the Tuscola County Road Commission's Road Encroachment Policy. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell to amend the Tuscola County Road Commission's Road Policies by inserting the adopted Sign Retro-Reflectivity Replacement Policy. Zwerk, Parsell, Laurie --- Carried.

Director of Finance Michael Tuckey presented to the Board a revised 2010 Budget. After discussion and review of various financial reports, the following motion was introduced:

Motion by Parsell seconded by Zwerk to approve the revised 2010 Budget as presented. Zwerk, Parsell, Laurie --- Carried.

Director of Finance Michael Tuckey presented to the Board a proposed 2011 Budget. After discussion and review of various financial reports, the Board will table approving the proposed 2011 Budget pending the Budget Hearing scheduled at the next regular meeting of the Board.

County Highway Engineer Zawerucha reported to the Board of receiving a request from the Vassar Township Board to change the intersection of Brown Road and Caine Road to a 4-way Stop. An Engineering Study was conducted using the criteria of the Michigan Manual on Uniform Traffic Control Devices and the intersection does not meet the criteria for a 4-way Stop. Given the traffic accident pattern, Zawerucha recommends that Vassar

Township add Stop Ahead Signs on both northbound and southbound Caine Road. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to approve the recommendation of the County Highway Engineer to propose that Vassar Township install Stop Ahead Signs on northbound and southbound Caine Road at Brown Road, and to propose installing Red Reflective Sign Post Panels on the existing Stop Signs on Caine Road at Brown Road; all in accordance with the Road Commission's Policy for Specialty Signs. Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the meeting be adjourned at 10:40 A.M. Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

HUMAN DEVELOPMENT COMMISSION
Board of Directors Meeting
December 15, 2010
3 p.m.

#10

PRESENT: Della Hammond, Chris Taylor, Ron Wruble, Bob Sugden, Bob Wood, Jerry Peterson, Tom Kern, John Merriman, Norton Schramm, Carl Holmes, Elmer Bussema, Steve Vaughan, Cindy McDonnell, Gary Roy, Linda Jarvis, Bill Butler

ABSENT: Judge Kim Glaspie (excused), Al Long (excused), Grace Temple (excused), Jamie Daws (excused), Beth Hunter (excused), George Loomis

STAFF: Lori Offenbecher, Brian Neuville, Becky Hassler, Lisa Meyer, Peg Davy, Carol Arman, Wendy Falls, Michelle Cubitt, Lori Ertman

Chairperson Hammond convened the meeting at 3 p.m. Roll was called and a quorum established. The Pledge of Allegiance and introduction of staff followed.

Motion by John Merriman, seconded by Linda Jarvis, to accept the November 17, 2010 Board of Director minutes as mailed. Motion carried.

TIME FOR PUBLIC - There were no comments from the public.

CHAIRPERSON'S REPORT

Chairperson Hammond advised that the agency's auditors were on-site completing preliminary work on the agency's FY 2009/2010 audit.

The Board Pass-Around Folder was distributed and contained; 1) sympathy card for the family of Deanna Lung-Gabler, 2) notification from the Neal Sisters Foundation that the agency will receive \$500 for the Assault Crisis Center and \$1,500 for Adult Day Care Services, 3) notice that the agency is a recipient of a \$500 Walk To Remember Scholarship, 4) follow-up to the agency's Head Start Risk Management Conference Call held December 1, 5) thank-you from Chris and Arlene Taylor, 6) customer thank-yous, 7) flyer on a Walk For Warmth Chinese Dinner to be held in Sandusky on December 19, and 8) Caro Chamber of Commerce Newsletter featuring HDC's winning Road Rally Team.

Chairperson Hammond scheduled an Executive/Finance Committee Meeting for Wednesday, January 12 at 1 p.m.

Members were apprised that representatives of the agency, and the Board Chairperson, had participated in the Early Head Start Pre-Application Risk Management Conference Call held on December 1. Chairperson Hammond stated that she was pleased with the positive comments received from representatives of the Office of Administration of Families and Children regarding the agency's EHS Program.

It was noted that there were two potential action steps identified; 1) tracking of mental health services provided to children and families, and 2) enrollment and attendance of the combination option in Sanilac County. In addition, questions were also raised regarding the financial stability of the agency based on the FY 2008/2009 audit, however, ACF representatives were assured by staff that the situation had been greatly improved since the agency's last audit.

Motion by Chris Taylor, seconded by Linda Jarvis, to accept the Chairperson's Report as presented. Motion carried.

FINANCE REPORT

Mr. Neuville highlighted the November 2010 Finance Report which reflected monthly expenditures of \$902,206.

Motion by Bob Wood, seconded by Carl Holmes, to accept the Finance Report as presented. Motion carried.

EXECUTIVE/FINANCE COMMITTEE

Chairperson Hammond stated that the Committee had met on November 17 at which time members reviewed agency credit card charges and were apprised that that all accounts payable were up to date as of September 30, 2010 and cashflow was excellent.

Members were informed that the Huron and Tuscola County Adult Day Services were in a deficit and the agency had reduced hours of operation. In addition, the process of closing the Cass City and Argyle Senior Dining Centers would begin due to low attendance, however, approval will be sought to continue a monthly Sunday dinner in Argyle.

A synopsis of the organizational objectives achieved by the agency for the period February 1, 2010 through October 31, 2010 was provided to the full Board.

Motion by Chris Taylor, seconded by Ron Wruble, to accept the Executive/Finance Committee minutes as presented. Motion carried.

SENIOR SERVICES ADVISORY COUNCIL

Mr. Kern advised that the Council had met on November 17 at which time a presentation was given on the KISS and Silver Companion Programs.

Motion by Bill Butler, seconded by Jerry Peterson, to accept the Senior Services Advisory Council minutes as presented. Motion carried.

FOSTER GRANDPARENT PROGRAM ADVISORY COUNCIL

Mr. Schramm noted that the Council had met on November 23 at which time members had recommended a change to the Council's Bylaws in that if the Council met less frequently, increased participation at meetings may be realized. Therefore, members recommended that the Foster Grandparent Program Bylaws be amended to reflect that the Council will meet a minimum of two times per year instead of six.

Motion by Norton Schramm, seconded by Tom Kern, to accept the Foster Grandparent Program Advisory Council Bylaw change as recommended. Motion carried.

Motion by John Merriman, seconded by Bill Butler, to accept the Foster Grandparent Program Advisory Council minutes as presented. Motion carried.

COMMUNITY SERVICES ADVISORY COUNCIL

Mr. Sugden stated that the Council had met on December 8 at which time Lori Offenbecher had updated the Council on agency activities and it was learned that staff had assisted in saving 96 homes from foreclosure for the period January 1, 2010 through November 17, 2010.

Motion by John Merriman, seconded by Cindy McDonnell, to accept the Community Services Advisory Council minutes as presented. Motion carried.

EARLY HEAD START POLICY COUNCIL

Ms. Meyer highlighted the minutes of the December 8 meeting noting that increased membership on the Council had been realized.

She also advised members that staff had contacted the Licensing Inspector as a child had an allergic reaction at the Sanilac County EHS Center. Even though the child was fine, this incident will be noted on the State's Licensing website.

Motion by Bob Wood, seconded by Jerry Peterson, to accept the Early Head Start Policy Council minutes as presented. Motion carried.

CARO TRANSIT AUTHORITY

Mr. Taylor advised that the Caro Transit Authority met on November 24 at which time the New Freedom contract for FY 2011 was approved in the amount of \$39,420. The project continues service to Kingston, Mayville and Vassar for seniors and disabled persons.

Motion by Bill Butler, seconded by Bob Sugden, to receive the Caro Transit Authority Report as presented. Motion carried.

AGENCY REPORT

Ms. Hassler presented a proposal which the agency wished to submit for funding. Motion by John Merriman, seconded by Cindy McDonnell, to submit a proposal to the Michigan Supreme Court/State Court Administrative Office, in the amount of \$41,078.60, for continuation of the Community Dispute Resolution Program. Motion carried.

She also noted that the agency had requested \$3,037.50 from A & D Home Health Care to serve new Adult Day Services customers and their primary caregivers. The agency will learn if the request is approved in late December 2010 or early January 2011.

Ms. Offenbecher advised that, as noted previously and as stated in the Board's Bylaws, Head Start rules require that:

-At least one Director shall have a background and expertise in fiscal management and Accounting - the agency has identified Bob Sugden and Carl Holmes based on their experience in banking.

-At least one Director shall be a licensed attorney familiar with Head Start governing body issues – the agency has identified Judge Glaspie and our legal firm of Fletcher, Fealko, Shoudy and Francis.

-At least one Director shall be a parent of a former, or currently enrolled, Early Head Start child - the agency has identified Cindy McDonnell.

-At least one Director shall have a background and expertise in early childhood education and development – the agency has identified Della Hammond, based on her experience with the Department of Human Services in the areas of Protective Services and licensing day care homes, and Norton Schramm, based on his experience as a former educator and current positions as Chairman of the Kids Connection and Great Start Collaborative Board of Directors.

Ms. Offenbecher noted that the administrative team had met on December 8 for the second team development/strategic planning session facilitated by Rummell Insurance Agency; the team will meet again on January 6.

Ms. Arman, Communications Manager, outlined the efforts taking place in relation to an agency-wide public relations campaign which will include billboards, updated website, development of a Facebook page, and the publication of an abbreviated version of the agency's Annual Report to be placed in newspapers.

Ms. Offenbecher advised that the "Spoonfuls of Plenty" program continued to grow and financial, volunteer and meal contributions had been received from; 1) Team One Credit Union, 2) Heritage Hill Assisted Living, 3) Tuscola Senior Citizen Advocacy Alliance, 4) Workers at TI Automotive, 5) Signature Bank, 6) Kiwanis, 7) Tuscola Behavioral Health, and 8) other private donors.

Ms. Cubitt advised that 48 Christmas Ornaments had been sold to provide holiday food packages for families.

Ms. Offenbecher advised that the agency had requested additional Weatherization ARRA dollars as a result of State redistribution of funds and that the Generations Program had begun a 4-H Club with seven children and nine adults participating.

Members were apprised that the agency had received a request to meet with the Tuscola County Homeless Coalition for the purpose of possibly assisting them. In addition, the Huron Homeless Coalition had reconsidered the agency's offer to work with them in capacity building and developing their own 501(c) 3 over a one-year period.

Ms. Offenbecher stated that Michigan will receive \$129 million in additional Low Income Home Energy Assistance Program (LIHEAP) for heating assistance, however, at this time it is not known whether Community Action Agencies will receive this funding.

She noted that the agency received \$276,000 in deliverable fuel assistance and, in a seven-week period, over \$150,000 had been expended. Staff are currently two-three weeks out for utility appointments and many of the households being served were comprised of working families who were struggling to make ends meet.

Ms. Offenbecher advised that Brian Neuville, who served on the Tuscola County Enterprise Facilitation Board of Directors, was recently elected to serve as their Chairperson.

It was noted that Denes Tobie, of the WIPFLI auditing firm, would be attending the January Board meeting to provide very preliminary information on the agency's audit and Ms. Offenbecher invited Board members to attend the Spoonfuls of Plenty meal which was being held that evening at the LeeRoy Clark Center.

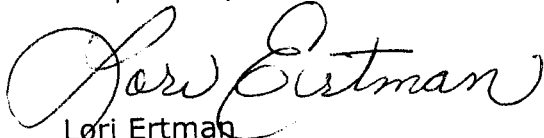
Motion by John Merriman, seconded by Bob Wood, to accept the Agency Report as presented.
Motion carried.

OTHER

Mr. Vaughan advised that kitchen equipment was being delivered for the development of the Senior Services Central Kitchen in Bad Axe.

Meeting adjourned at 4:05 p.m.

Respectfully submitted,



Lori Ertman
Director's Assistant