

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
THURSDAY, JUNE 30, 2011 – 6:00 P.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

- 6:00 P.M. Call to Order – Chairperson Bardwell  
Prayer – Commissioner Bardwell  
Pledge of Allegiance – Commissioner Peterson  
Roll Call – Clerk White  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period  
Consent Agenda Resolution (See Correspondence #2)  
New Business  
    -Gager and Wiscoggin Drains Update – Drain Commissioner  
    -Health Dept. Insight Software Licenses (See Correspondence #3)  
    -Denmark Township Contract for Water Extension Project (See  
        Correspondence #4)  
    -Region VII AAA Plan (See Correspondence #5)  
    -Interim Court Administrator Compensation  
    -Jail Tuckpoint Bids  
    -Friend of the Court Compensation  
    -Probate Court - Request for Court Appointed Attorney Bids (See  
        Correspondence #6)  
    -Sale of Mosquito Property  
Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

**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  
Tuscola 2011

BARDWELL

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

ALLEN

Board of Public Works  
Local Unit of Government Activity Report  
Human Services Coordinating Council  
Great Start Collaborative – Tuscola County  
Parks & Recreation  
MAC Judiciary & Public Safety Committee  
NACo Agricultural Committee  
NACo Rural Action Caucus  
MAC Agriculture & Tourism

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  
Michigan Works  
Multi-County Solid Waste  
TRIAD  
Local Unit of Government Activity Report  
Road Commission  
Health Board  
Saginaw Bay RC & D

Closed Session – Pending Real Estate

Other Business as Necessary

Extended Public Comment

Adjournment

**COMMITTEE MEETING TO FOLLOW BOARD**

**MEETING AT APPROXIMATELY 7:00 P.M.**

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 June 16, 2011 Full Board Minutes**
- #2 Consent Agenda Resolution**
- #3 Health Dept. Insight Software Licenses Agreement**
- #4 Denmark Township Contract for Water Extension Project**
- #5 Region VII AAA Annual Implementation Plan for FY 2012**
- #6 Probate Court Request for Court Appointed Attorney Bids**
- #7 June 16, 2011 Committee of the Whole & Statutory Finance Minutes**
- #8 June 2011 Health Dept. Monthly Report**
- #9 Village of Akron Notice of Public Hearing**
- #10 June 9, 2011 Road Commission Minutes**
- #11 Kingston Days 2011 Parade Invitation**

DRAFT

**Tuscola County Board of Commissioners  
June 16, 2011 Minutes  
HH 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 16<sup>th</sup> day of June, 2011 to order at 8:33 o'clock a.m. local time.

Prayer by Commissioner Petzold  
Pledge by Commissioner Bardwell

**COMMISSIONERS PRESENT:**

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

11-M-136

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

11-M-137

Motioned by Peterson seconded by Allen to approve the minutes of the 5/26/11 regular meeting. Motion carried.

Brief Public Comment – Judy Adams provided some positive comments regarding Mosquito Abatement.

11-M-138

It was moved by Kern and supported by Allen that the following Consent Agenda Resolution be adopted:

**CONSENT AGENDA**

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/26/11
- Description of Matter:** Move that the budgeted remodeling work at the former Friend of the Court building for use by Adult Probation be awarded to Nolan Construction who was the low bidder for an amount of \$30,360.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/26/11

**Description of Matter:** Move that per the May 18, 2011 memo from the Medical Care Facility Director that \$11,460 be authorized for transfer from the Voted Medical Care to the regular Medical Care Facility Fund for the items identified in the memo.

**Agenda Reference:** C

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/26/11

**Description of Matter:** Move that the budgeted sealing parking lot repair work for Michigan State University-Extension, Maintenance Garage, Sheriff and Annex be awarded to Asphalt Concrete who was the low bidder in the amount of \$8,598.

**Agenda Reference:** D

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/26/11

**Description of Matter:** Move that the budgeted parking lot repair work for Mosquito Abatement be awarded to Chippewa Asphalt Paving Company who was the low bidder in the amount of \$18,700. (This cost to be charged to the Mosquito Abatement Fund).

**Agenda Reference:** E

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/7/11

**Description of Matter:** Move to concur with the reclassification of the District Court Attorney-Magistrate to Attorney-Magistrate-Collections Officer effective July 15, 2011 at the rate of \$71,503.69 annually (increase in compensation for expanded position responsibilities as defined in the revised job description). This reclassification is granted conditioned upon the following understandings and budget changes:

- Effective July 15, 2011 the retiring Attorney-Magistrate position will be discontinued indefinitely.
- 2011 District Court budget amendments will be implemented to account for the position reclassification and elimination of the other Attorney-Magistrate position effective July 15, 2011.
- Discontinuing the Attorney-Magistrate position will apply as the District Court contribution to lowering expenditures for the 2012 County Budget.
- Increased compensation would revert to previous Attorney-Magistrate level (or to be reviewed) if the new functions assigned to the Attorney-Magistrate-Collections Officer as contained in the job description are reduced.

**Agenda Reference:** F

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/7/11

**Description of Matter:** Move that the letter of resignation from Eric VanLandingham (Information Systems Specialist) be received and placed on file with said resignation to be effective July 14, 2011.

**Agenda Reference:** G

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/7/11

**Description of Matter:** Move that Barry Lapp be hired as the Information System Specialist effective June 20, 2011 at Step 2 rate of pay on the Information System Specialist wage scale (\$40,497). (Background check has been completed). Also, after six months of service and completion of the probationary period 6 days of vacation time be awarded.

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

YEAS: all

NAYS: none

ABSTENTIONS: none

## RESOLUTION ADOPTED.

11-M-039

Motion by Peterson seconded by Allen to approve the Employment Agreement with the Controller/Administrator for the July 31, 2011 to July 31, 2014 period and all appropriate signatures are authorized. Roll call: Peterson, yes; Bardwell, no; Allen, yes; Kern, yes; Petzold, yes. Motion carried.

11-M-040

Motion by Kern seconded by Allen that per the June 7, 2011 letter of request from Warren Taylor that the courthouse lawn be authorized for use on July 9, 2011 from noon until 6:00 P.M. for signing of recall petitions. Also, the county Buildings and Grounds Director notify Mr. Taylor of the Board's approval. Motion carried.

Road Commission representative Mike Tuckey presented the County Road Commission Financial report.

11-M-041

Motion by Peterson seconded by Petzold that the 2010 County Road Commission Financial Report be received and placed on file. Motion carried.

Judge Roggenbuck appeared to introduce her intern, Sherrie Campbell.

11-M-042

Motion by Kern seconded by Allen to approve the Primary Road Millage transfer request of \$100,479.85 as identified by Voucher #01-11 dated June 1, 2011 for transfer from the Primary Road Millage to the Road Commission General Fund. Motion carried.

11-M-043

Motion by Peterson seconded by Allen to approve the Local Bridge Millage transfer request of \$205,635.46 as identified by Voucher #01-11 dated June 1, 2011 for transfer from the Bridge Millage to the Road Commission General Fund. Motion carried.

11-M-044

Motion by Kern seconded by Allen that per the June 1, 2011 letter of request from Tuscola Behavioral Health Systems, appoint Molli Hartel to the Behavioral System Board to fill the remainder of Gary Haas' term which expires in March of 2013. Motion carried.

11-M-045

Motion by Kern seconded by Allen that when the new divisions are created in MERS for new hires for the new contribution and benefit rates, all non-union employees, excluding Circuit Court and District Court, be placed in one unit



for cost savings and recordkeeping simplicity. (All current units will remain as closed units with no new hires to be added and will be billed as flat rate units. The new unit created will include new non-union hourly, new non-union salary, and newly elected officials.) Motion carried.

11-M-046

Motion by Kern seconded by Peterson to authorize replacing the washing machine at the county jail (non-functioning and non-repairable) with a new Maytag commercial washer for an amount of \$5,968.60. Motion carried.

11-M-047

Motion by Kern seconded by Petzold to appoint Connie Pliska and Beatrice Hool to the Tuscola County Council on Aging Advisory Council. Motion carried.

Extended public comment – Judy Adams commented that as a taxpayer, she had a problem with the severance clause in the approved Controller/Administrator's contract.

Meeting adjourned at 10:12 a.m.

Margie A. White  
Tuscola County Clerk

**'DRAFT'**

**COUNTY OF TUSCOLA**

**STATE OF MICHIGAN**

**RESOLUTION TO ADOPT CONSENT AGENDA**

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 30<sup>th</sup> day of June, 2011 at 6 o'clock p.m. local time.

COMMISSIONERS PRESENT:

\_\_\_\_\_

COMMISSIONERS ABSENT:

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Consent Agenda Resolution be adopted:

**CONSENT AGENDA**

**Agenda Reference:** A

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/16/11

**Description of Matter:** Move that communication be sent to elected and appointed officials to determine if they have an employee that they would like to send through the LEAD Tuscola training program for the next session.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/16/11

**Description of Matter:** Move that per the June 16, 2011 request from the County Sheriff that the contract with Health Professionals Ltd., P.C. be extended for three years to provide inmate health services. Also, all appropriate signatures are authorized.

**Agenda Reference:** C

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/16/11

**Description of Matter:** Move that the Mosquito Abatement hourly employees receive a weekend shift premium of \$0.50 per hour for all hours worked on a weekend beginning at Saturday at 8:00 A.M. until Sunday at midnight retro to April 1, 2011.

**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:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

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Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

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Margie White  
Tuscola County Clerk

**Mike Hoagland**

**From:** Kathy O'Dell [kodell@tchd.us]  
**Sent:** Friday, June 17, 2011 1:14 PM  
**To:** Mike Hoagland  
**Subject:** Gretchen Tenbusch's Report & BOC Meeting  
**Attachments:** Gretchen's Board Report for June.pdf; Netsmart Agreement.pdf

Hello Mr. Hoagland,

I am attaching Gretchen's Board Report for the month of June. She also asked that I notify you that our MIS Manager, Jon Suber, will be attending the next BOC Meeting on June 30, 2011. He will be presenting information regarding an agreement between Netsmart and TCHD for 4 additional Insight software licenses. I am attaching that agreement as well for your review. This agreement was reviewed with the Board of Health at today's meeting and a motion made to approve the agreement and forward to Board of Commissioners for approval and signature. Please let me know if you need any further information. Thank you.

Kathy O'Dell, Administrative Services Coordinator  
Tuscola County Health Department  
1309 Cleaver Road, Suite B  
Caro, MI 48723-9160  
Telephone: (989) 673-8114, Ext. 119  
Fax: (989) 673-7490

Visit us on the Web: [www.tchd.us](http://www.tchd.us)

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AMENDMENT

This is an Amendment to the License and Service Agreement dated September 29th, 2010 ("Agreement") between Netsmart Technologies, Inc. ("Netsmart") and Tuscola County Health Department ("Licensee").

Purpose

Netsmart and LICENSEE are parties to the Agreement referred to above and want to change or supplement the terms of that Agreement.

Except as set forth in this Amendment, the Agreement will remain in full force and effect until it is terminated or expires in accordance with its terms.

Description of Change
a. The number of Insight concurrent user licenses is increased from ten (10) to fourteen (14) for the remaining 53 months of the term, effective July 1, 2011.
b. The number of Insight Anywhere named user licenses is decreased from four (4) to zero (0) for the remaining 53 months of the term, effective July 1, 2011.
c. The total monthly fee is increased by \$549.08, from \$1,829.10 to \$2,378.18 for the remaining 53 months of the term, effective July 1, 2011.
d. The cost of the Data Conversion effort is reduced by \$17,750.00, from \$20,000.00 to \$2,250.00 and this amount is due immediately for services rendered.
e. The number of File Build Implementation Services hours to be delivered is reduced by 20, from 32 to 10, and, consequently, the total cost of File Build Implementation Services is reduced by \$4,125.00, from \$6,000.00 to \$1,875.00.
f. The Total Contract Value is increased by \$7,226.24, from \$220,816.00 to \$228,042.24.
g. Any prepayments for implementation services or data conversion will first be applied to your final implementation services payment then to future monthly payments.

Licensee may submit a Purchase Order to Netsmart. We agree, however, that if a purchase order or other confirmation is submitted and accepted by Netsmart, this is being done solely to accommodate Licensee and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment.

The parties have executed this Amendment by their authorized representatives with the intent to create a legally binding obligation.

Licensee:

Netsmart

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

6/7/2011



Contract Component	CHANGE DESCRIPTION	Contract Quantity	Contract User/Month Rate	Remaining Contract Term	Contract Monthly Rate	Contract Total Price	Amendment Quantity	Amendment Monthly Rate	Remaining contract term	Contract Monthly Rate	Revised price	Amendment Net Difference Monthly Rate	Amendment Net Difference Total Price
Insight Anywhere	Increase users from 10 to 14	10	\$ 169.87	53	\$ 1,698.70	\$ 90,031.10	14	\$ 169.87	53	\$ 2,378.18	\$ 176,043.54	\$ 679.48	\$ 36,012.44
	Decrease users from 4 to 0	4	\$ 32.60	53	\$ 130.40	\$ 6,911.20	0	\$ 32.60	53	\$ -	\$ -	\$ (130.40)	\$ (6,911.20)
Netsmart Software Totals					\$ 1,829.10	\$ 96,942.30				\$ 2,378.18	\$ 176,043.54	\$ 549.08	\$ 29,101.24
Development Services	CUSTOMER CANCELLED THE conversion. Decrease value by the equivalent of 12 hours at \$187.50.	1				\$ 20,000.00	12	\$ 187.50			\$ 2,250.00		\$ (17,750.00)
Implementation Services	Reduce the number of hours for File Build from 32 to 22.	32	\$ 187.50			\$ 6,000.00	10	\$ 187.50			\$ 1,875.00		\$ (4,125.00)

Original Contract Value: \$ 220,816.00  
 Net addition for this Amendment: \$ 7,226.24  
 Total Amended Contract Value: \$ 228,042.24

APPENDIX 1

COUNTY OF TUSCOLA  
BOARD OF COMMISSIONERS

At a \_\_\_\_\_ meeting of the Board of Commissioners of the County of Tuscola held in the H.H. Purdy Building in Caro, Michigan, on \_\_\_\_\_, 2011 at \_\_:\_\_ .m. Eastern Daylight Savings Time, there were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**RESOLUTION APPROVING THE CONTRACT  
WITH THE TOWNSHIP OF DENMARK  
FOR THE TUSCOLA COUNTY - DENMARK TOWNSHIP WATER EXTENSION PROJECT**

WHEREAS, the County of Tuscola (the "County") by resolution of its Board of Commissioners has approved the establishment of a project currently known as the "Tuscola County - Denmark Township Water Extension Project" (the "Project"); and

WHEREAS, it is necessary for the Tuscola County Board of Public Works (the "Board of Public Works") to enter into a Contract with the Township of Denmark (the "Township") with respect to the Project, which Contract is attached as Appendix A.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF TUSCOLA as follows:

1. The Contract attached as Appendix A is hereby approved as is the execution thereof by the designated officials.
2. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

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

YES: \_\_\_\_\_

\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**CERTIFICATION**

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2011, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (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.

\_\_\_\_\_  
Tuscola County Clerk

SEAL

las.r2-tus34



APPENDIX A

CONTRACT BETWEEN  
THE COUNTY OF TUSCOLA

THE

TOWNSHIP OF DENMARK

TUSCOLA COUNTY - DENMARK TOWNSHIP WATER EXTENSION PROJECT

TUSCOLA COUNTY, MICHIGAN

DATED AS OF JUNE 1, 2011

## CONTRACT

THIS CONTRACT (the "Contract") is made as of June 1, 2011, by and between the COUNTY OF TUSCOLA, a Michigan county (the "County"), the TOWNSHIP OF DENMARK, a Township located in the County (the "Township").

The County has approved the construction of water facilities serving the Township of Denmark as described in Exhibit A and intends to construct such improvements pursuant to Act No. 185, Michigan Public Acts of 1957, as amended ("Act 185"). The Department of Public Works of the County (the "DPW") under the control and direction of the Board of Public Works has been established to administer the powers conferred upon the County by Act 185. The County and the Township are authorized to enter into a contract for the establishment, construction, operation, and financing of the Project (the "Cost" or "Costs" shall mean the total cost of the Project unless the context clearly indicates otherwise) and for the payment in case of part of the Cost of the Project by the Township with interest, over a period not exceeding 40 years. The County is also authorized to hereafter issue its bonds to be secured by the limited tax full faith and credit contractual obligations of the Township.

The County and the Township have concluded that the establishment and construction of the project described on Exhibit A (the "Project") are needed to promote and improve the health and welfare of the residents of the Township and that the Project can most economically and efficiently be provided and financed by the County acting through the DPW pursuant to the provisions of Act 185.

Wilcox Engineering, Saginaw, Michigan, has prepared preliminary plans for the Project (such preliminary plans as from time to time revised or the final plans, as the context may dictate, are referred to in this Contract as the "Plans"), which have been placed on file in the office of the DPW.

In consideration of the premises and in order to provide for the establishment, construction, and operation of the Project by the County for the financing of the Project through the issuance of the Bonds (as defined below), for the operation and maintenance of the Project, and for other related matters, the County and the Township agree as follows:

1. Approval of Project. The County and the Township approve and agree to the establishment, construction, operation, and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Tuscola County - Denmark Township Water Extension Project" as the name of the Project. The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project and any extension, improvement or enlargement of it within its corporate boundaries in accordance with the terms of this Contract or on land presently

owned by and located in the Township, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Township for the purpose and facilities of the Project and any improvements, enlargement or extension of it. The Township further agrees that, in order to evidence and effectuate this agreement and consent, they will obtain or assist the County in obtaining all easements, licenses, rights-of-way and/or title to property necessary for completion of the Project and will execute and deliver to the County such easements, rights-of-way, licenses, permits or consents as may be requested by the County. The Cost of obtaining necessary easements, licenses, rights-of-way and/or title to property in connection with the Project shall be Costs of the Project payable from the proceeds of the Bond as set forth below.

2. Project Description. The Project shall consist of the public improvements described and specified in Exhibit A and as are more particularly set forth in the Plans, which Plans are on file with the DPW and are hereby approved and adopted. The Project shall be acquired and constructed substantially in accordance with the Plans and in accordance with final plans and specifications prepared and submitted by Wilcox Engineering but variations from the Plans, which do not materially change the location, capacity or overall design of the Project, and which do not require an increase in the total estimated Cost of the Project, may be permitted on the authority of the DPW. Other variations or changes may be made if approved by the DPW and by resolutions of the governing body of the Township and if provisions required by paragraph 5 below are made for payment or financing of any resulting increase in the total estimated cost. The estimates of the Cost of the Project of \$3,500,000, and the period of usefulness of the Project, in excess of 40 years, are likewise approved and adopted. The total bonds which will be required for the Project are estimated to be not in excess of \$3,000,000. The Project may be constructed all at one time or, if necessary, in two or more phases.

3. Issuance of Bonds. The County and the DPW shall take or cause to be taken all actions required or necessary, in accordance with Act 185, to procure the issuance and sale of one or more series of bonds by the County (the "Bonds"), in one or more series, in whatever aggregate principal amount is necessary to defray the Cost of the Project. The Bonds shall be issued in anticipation of, and be payable from, the payments to be made by the Township to the County as provided in this Contract, and shall be payable in annual maturities, the last of which shall be not more than 40 years from the date thereof.

4. Construction. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by Wilcox Engineering.

5. Increase in Bonds. If, after the sale of the Bonds, it becomes necessary to increase the estimated Cost of the Project for any reason, or if the actual Cost of the Project shall exceed

the estimated Cost, whether as the result of variations or changes made in the approved Plans or otherwise, then (without the execution of any further contracts or amendment of this Contract) additional bonds, after approval of an authorizing resolution by the Board of Public Works and upon the adoption of such authorizing resolution by the Board of Commissioners, shall be issued to defray such increased or excess Cost to the extent that funds for the same are not available from other sources; provided, however, that no such increase or excess shall be approved and no such additional bonds shall be authorized to be issued, nor shall the County enter into any contract for the establishment or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total Cost of the Project to exceed by more than 5% the total estimated cost as hereinbefore approved, unless the governing body of the Township shall have previously adopted resolutions approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of additional bonds in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing body of the Township shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County, if the County has previously issued or contracted to sell bonds to pay all or part of the Cost of the Project, and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6. Payments by Township. The Township shall pay to the County the Cost of the Project. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Township covenants and agrees to pay the principal of, premium, if any, and interest on the expenses and charges (including the DPW's administrative expenses) which are payable on account of the Bonds (such fees, expenses and charges being called "Bond Service Charges"). Payments shall be made to the County in semiannual installments which shall be due and payable 10 days prior to the day specified in the Bonds as the interest payment dates with respect to the Bonds, in amounts at least sufficient to pay all principal, premium, and/or interest falling due on such interest payment dates and all Bond Service Charges then due and payable.

The DPW shall, within 30 days after delivery of the Bonds, supply the County and the Township with a complete schedule of the payments of principal of and interest on the Bonds, and the DPW shall also, at least 30 days before each payment is due to be made by the Township, advise the Treasurer of the Township of the amount payable to the County on such date. If the Township fails to make any payment to the County when due, the same shall be subject to a penalty of 1% of the amount due for each month or

fraction of a month that such amount remains unpaid after it is due. Failure of the DPW to furnish the schedule or give notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the Cost of the Project.

In the event the County is required to pay any amounts to the United States Department of Treasury (the "Treasury") because of regulations issued by the Treasury or the Internal Revenue Service, the Township shall reimburse the County for such amounts.

7. Advance Payments. If the Township pays the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of a semiannual installment due to the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying cash to the County and requesting the County to purchase any Bonds or call any Bonds in accordance with their terms.

8. Use of Excess Bond Proceeds. The proceeds of the sale of the Bonds shall be used solely and only to pay the Cost of the Project. After completion of the Project and payment of all Project Costs, any surplus remaining for the sale of the Bonds shall, at the option of the Township, be (a) used, with the review and approval of the DPW (which review and approval shall be in accordance with the same planning standards employed to review the Project originally, subject to all applicable laws, regulations and governmental standards then in effect), to extend, enlarge or improve the Project or any other project which has been constructed and/or maintained by the County for the benefit of the Township, (b) retained by the DPW for the payment of principal of and interest on the Bonds, or (c) used to purchase the Bonds on the open market. In the event such surplus is used for principal and interest or used to purchase Bonds, the contract obligation of the Township with respect to such Bonds or maturities shall be reduced accordingly.

9. Refunding and Advance Refunding. In the event it appears advantageous in the opinion of the County's Financial Consultant to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds), the Township consents to the such refunding so long as:

(1) In the case of any refunding bonds and the first issue of advance refunding bonds, there is a net overall saving to the Township in its remaining payments to the County of at least 5% or \$20,000, whichever is less.

(2) In the case of any refunding not covered in subparagraph (1), the Township consents to such refunding.

10. Full Faith and Credit. The Township, pursuant to the authorization of Section 12(2) of Act 185, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this Contract. Each year the Township shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract coming due before the time of the following year's tax collections, provided, however, that if at the time of making its annual tax levy, the Township shall have on hand in cash other funds or reasonably expects to receive other funds (from special assessments (including received or anticipated prepayments thereof), user charges, connection fees or otherwise) which have been or will be set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next collection, then the annual tax levy may be reduced by such amount. In the event amounts pledged to or otherwise earmarked for payment of the Bonds are received in amounts so great as to jeopardize the status of the County's Bond Payment Fund as a bona fide debt service fund for purposes of federal tax regulations, the County shall, within 30 days prior to the next scheduled payment of principal on the Bonds, devote such excess sum toward the purchase of Bonds on the open market. Any taxes levied by the Township shall be subject to the applicable statutory, charter and constitutional tax limitations.

11. Failure to Pay; Remedies. In the event that the Township fails for any reason to pay to the DPW the amounts required to be paid under this Contract when due, (1) the County Treasurer is authorized to notify the State Treasurer, or other appropriate disbursing official, of such failure, and the State Treasurer or other appropriate disbursing official shall deduct the amount due the County from any moneys in his or her possession belonging to the Township which are not pledged for the payment of debt and pay the same to the County, all as provided in and governed by Section 17 of Act 185, and/or (2) the County Treasurer is authorized to withhold payments which would otherwise be due to the Township from the County's Delinquent Tax Revolving Fund, in each case such withheld funds to be applied to the Township's obligations under this Contract. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments to the County under this Contract. The Township acknowledges that such payments are to be pledged for the payment of the principal of, premium, if any, and interest on the Bonds, and the Township covenants and agrees that it will make its required payments to the County promptly and at the times specified in this Contract, without regard as to whether the Project is actually completed or placed in operation.

12. Change in Township. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Township is incorporated as a new Township or is

annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Township from which such territory is taken in accordance with law.

13. Additions to or Extensions of Project. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 above. The responsibility for providing such additional facilities as may be needed shall be that of the County which shall have the right to cause to be constructed and maintained, through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which shall have the right to cause to be constructed and maintained, through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which approval shall be limited to approval of appropriate plans, specifications and construction and health standards.

14. Ownership of Project. The County, subject to the terms of this Contract and during the term of this Contract, shall have legal title to the Project. After the retirement of the Bonds, and after the Township's obligations under this Contract are satisfied, the legal title to the Project shall be transferred to the Township.

15. Operation of the Project.

a. Pursuant to the Contract, the County hereby leases the said improvements to the Township in consideration of the proper operation and maintenance of such by the Township and in accordance with all of the terms and conditions of the Contract.

b. The term of this lease shall be one day longer than the term of the Bonds issued by the County to finance the Project.

c. The right and benefit of any warranty on equipment used in this system are hereby assigned to the Township.

d. The Township shall prior to actually taking over operation of the Project, examine the said improvements and acknowledge that it finds such to be in proper condition. Once the Township takes over the Project and leases such improvements from the County the Township agrees to maintain and operate the Project in accordance with all of the terms and condition of said Contract. It also agrees to provide the County at least annually with audited statements concerning the operation, maintenance and repair of such improvements.

e. The Township will carry a comprehensive insurance liability policy in the amount of not less than \$500,000.00 for injuries to any one person and \$1,000,000.00 for any one incident; and property damage insurance in an amount not less than

\$500,000.00; insuring the County and the Township against such claims.

f. The Township agrees to pay to the County during the terms of this Contract all expenses incurred by the County in regard to said improvements and said Bonds, including, but not limited to, paying agent fees, administrative costs, legal fees, insurance costs, and bond coupon handling fees. Such expenses of the County shall be paid at least semi-annually by the Township at the time it is billed for such by the County.

16. Costs and Expenses. The parties agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the DPW, shall be deemed to constitute a part of the Cost of the Project and shall be paid by the Township in the same manner as provided in this Contract with respect to other Costs of the Project. In the event of such litigation, the DPW shall consult with the Township and shall retain legal counsel agreeable to the County and the Township to represent the County. If the County and the Township cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.

17. DPW Authority. All powers, duties, and functions vested by this Contract in the County shall be exercised and performed by the DPW, for and on behalf of the County, unless otherwise provided by law or in this Contract.

18. Invalidity of Provisions. In the event that any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. No Impairment of Bondholder's Interests. The County and the Township each recognize and declare that the holders from time to time of the Bonds issued by the County under the provisions of Act 185, and secured by the full faith and credit limited tax pledge of the Township to the payment of the principal of and interest on the Bonds as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of the parties that so long as any of the Bonds remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration of or revision which would in any manner adversely affect either the security of the Bonds or the prompt payment of principal of or interest on the Bonds. The right to make changes in this Contract, by amendment, supplemental contract or otherwise, is nevertheless reserved insofar as the same do not have such adverse affect. The Township and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract



at the times and in the manner set forth in this Contract, and will not suffer to be done any act which would in any way impair the Bonds, the security for them, or the prompt payment of principal of and interest on the Bonds.

20. County Treasurer. It is understood that the County Treasurer may act as the Treasurer of the DPW and that the County Treasurer will have the responsibility to invest all funds coming into the County's possession in connection with the Project. The Treasurer is accordingly authorized to invest any such surplus funds in any obligations permitted by law and credit investment earnings for the benefit of the Township to the fund earning the same.

21. Indemnification. The County and the Township hereto hereby expressly agree that the County shall not be liable for and the Township shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds, herein described. It is the intention of the parties that the County be held harmless by the Township from liability for such claim, actions, demands, expenses, damages, and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Township will also pay, indemnify and save the County harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid be reason if said claims, demands or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award of arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the County has not paid the same, the Township shall be obligated to pay to the County upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County by reason of any such claims or demands, whether said claims or demands are groundless or not, the Township shall upon written notice and demand from the County, resist and defend such action or proceeding in behalf of the County but will not settle and any such action of the proceeding without written consent of the

County. Notwithstanding the foregoing, nothing contained in the Section shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to the matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The County will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting the Township and the County (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

22. Undertaking to Provide Continuing Disclosure. If necessary, the County and the Township will covenant and agree, for the benefit of the beneficial owner of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be in the form to be executed by the designated officials of the County and the Township. This Undertaking shall be enforceable by the beneficial owner of the Bonds or by the Purchaser(s) on behalf of such beneficial owner (provided that the Purchaser(s) right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Township to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer and Clerk, and the Township Treasurer or Clerk or Clerk, or other officer of the County or the Township charged with the responsibility for issuing the Bonds, shall, if necessary, provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County and Township's Undertaking.

23. Miscellaneous.

a. Effective Date. This Contract shall become effective after approval by the legislative body of the Township and by the Board of Commissioners of the County, and execution by the authorized officials of the parties. It shall terminate 40 years from its date or upon the earlier payment in full of all principal of, premium, if any, and interest on the Bonds, at which time the full right, title and ownership to the Project shall revert to the Township. The County shall take any and all necessary actions to fully transfer ownership of the Project to

the Township, at no cost to the Township, upon the termination of this Contract.

b. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

c. Contingency. This Contract is contingent upon the County issuing its Bonds to defray the cost of acquiring and constructing the Project, and nothing contained in this Contract shall require the County to acquire or construct the Project if it is unable, after use of its best efforts, to sell the Bonds to finance the same.

d. Governing Law. This Contract shall be interpreted under the laws of the State of Michigan.

e. Authority. Each party warrants and represents that the execution and performance of this Contract have been duly authorized by all necessary action and do not contravene any policy, resolution or controlling rule.

f. Entire Agreement. This Agreement sets forth the entire agreement between the County and the Township with respect to the subject matter of this Contract.

g. Captions and Bylines. The captions and bylines used in this Contract are for the convenience of reference only and, in no way define, limit or describe the scope of intent of any provision of this Agreement.

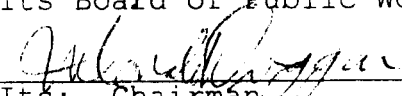
h. Use of the Singular. The use in this Contract of the singular shall be deemed to be and include the plural (and vice versa) where applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

TOWNSHIP OF DENMARK

COUNTY OF TUSCOLA

By: \_\_\_\_\_  
Its: Supervisor

By Its Board of Public Works  
By:   
Its: Chairman

By: \_\_\_\_\_  
Its: Clerk

By: \_\_\_\_\_  
Its: Secretary

las.r2-tus34

**EXHIBIT A - PROJECT DESCRIPTION**

**Project Description**

The project would be an extension from the Reese Blumfield Water Authority into portions of the township surrounding Reese Village adding approximately 15 miles of water main to the existing system in the north west section of the township.

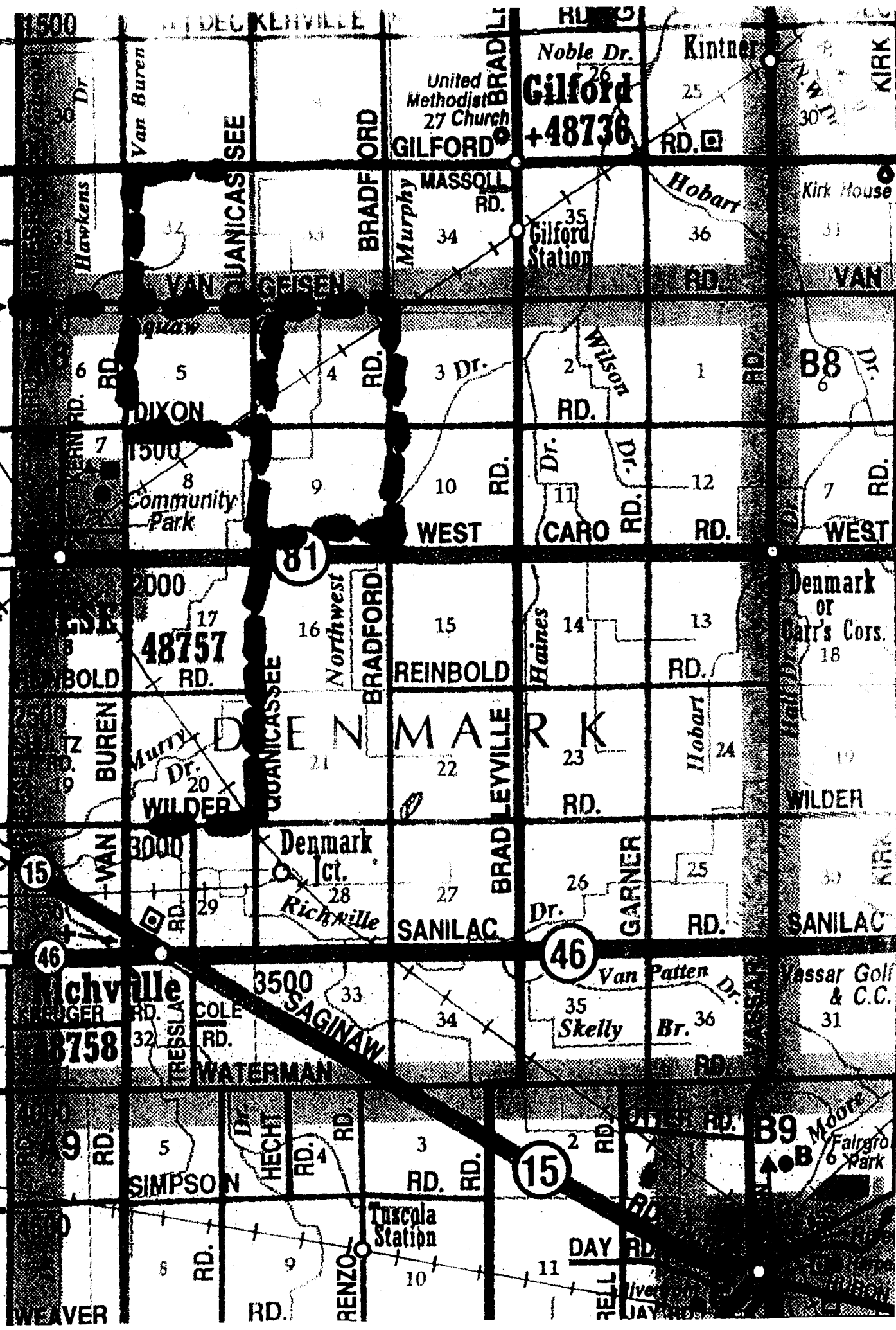
**PLEASE SEE ATTACHED MAP AND ITEMIZED DESCRIPTION**

**Cost Estimates**

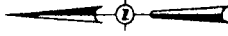
Construction, Engineering and Financing Costs	Not To Exceed \$3,500,000
Total Bond Issue Size:	Not to exceed \$3,000,000

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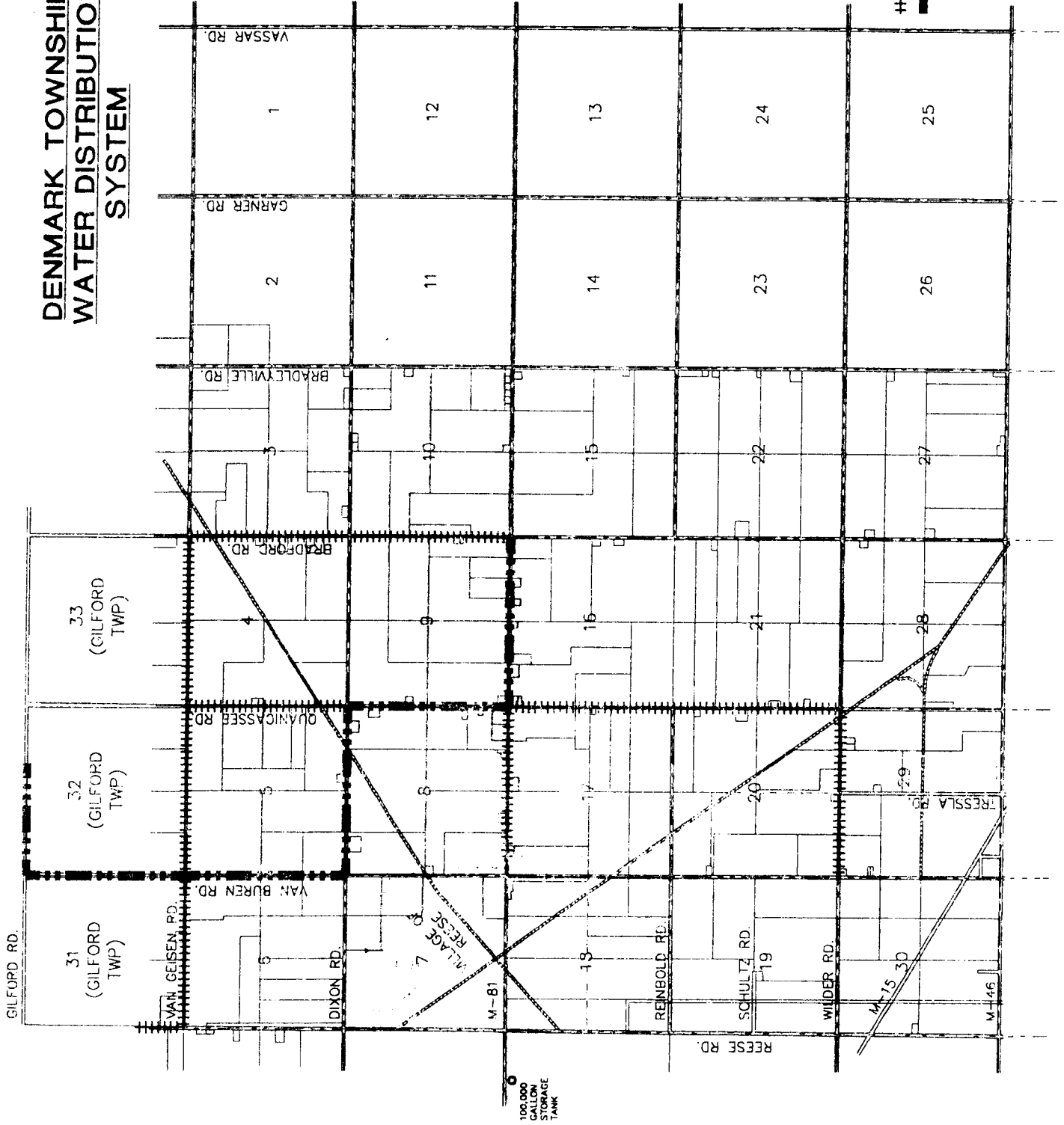
CO. BAY  
12N  
8



# DENMARK TOWNSHIP WATER DISTRIBUTION SYSTEM



NOT TO  
SCALE



LEGEND

- +++++ = 8" WATERMAIN
- ==== = 12" WATERMAIN



ITEM	DAY	UNIT	QUANTITY
Mobilization, Max. ...	Lsum		1
Tree, Rem. 19 inch to 36 inch	Ea		7
Tree, Rem. 37 inch or larger	Ea		1
Tree, Rem. 6 inch to 18 inch	Ea		11
Dr Structure, Rem	Ea		3
Sewer, Rem, Less than 24 inch	Ft		100
Culv, Rem, Less than 24 inch	Ea		11
	Syd		384
	Syd		3304
	Cyd		100
Erosion Control, Inlet Protection, Fabric Drop	Ea		10
Erosion Control, Silt Fence	Ft		5000
Subbase, CIP	Cyd		610
Maintenance Gravel, LM	Cyd		1500
Shoulder, CI III, 6 inch	Syd		2000
Culv End Sect, Metal, 12 inch	Ea		92
	Ft		1460
	Ft		250
	Syd		554
	Ton		43
Approach, CI III, CIP	Cyd		1414.2
Barricade, Type III, High Intensity, Lighted, Furn	Ea		6
Barricade, Type III, High Intensity, Lighted, Oper	Ea		6
Dust Palliative, Applied	Ton		5
Flag Control	Lsum		1
Minor Traf Devices	Lsum		1
Plastic Drum, High Intensity, Furn	Ea		50
Plastic Drum, High Intensity, Oper	Ea		50
Sign, Type B, Temp, Furn	Sft		480
Sign, Type B, Temp, Oper	Sft		480
Mulch Blanket, High Velocity	Syd		5000
	Syd		55000
Monument Box	Ea		5
Monument Preservation	Ea		5
	Ft		58
	Ft		46000
	Ft		2839
	Ft		2668
	Ft		433
	Ft		22549
	Ft		5352
	Ft		1591
	Ft		113
	Ea		1
	Ea		24
	Ea		15
	Ea		77
	Ft		7058
	Ft		21
	Ea		158
	Ea		157



Ea	1
Ea	4
Lsum	1





# REGION VII AREA AGENCY ON AGING

YVONNE CORBAT, CHAIR

ANDREW ORVOSH, EXECUTIVE DIRECTOR

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

June 22, 2011

Tuscola County Board of Commissioners  
c/o Margie White-Cormier, Clerk  
125 W. Lincoln St.  
Caro, MI 48723

Dear Margie,

Enclosed for review and adoption by your County Board of Commissioners is a copy of Region VII Area Agency on Aging's proposed Annual Implementation Plan for FY 2012. After review, you are respectfully requested to forward to Region VII Area Agency on Aging a letter of support or resolution for the plan.

Region VII Area Agency on Aging is requesting this response by Friday, July 29, 2011 at 5 p.m. If a response is not received by this date, we will consider the plan to be passively approved by your Board.

If you have any questions, please contact Annette Jeske, Region VII AAA Program Manager, by e-mail: [jeskean@region7aaa.org](mailto:jeskean@region7aaa.org), or by phone: (800) 858-1637.

Sincerely,

Annette Jeske  
Program Development Manager  
Region VII AAA

Enc.

STATE OF MICHIGAN



TUSCOLA COUNTY  
PROBATE COURT

JANIE DIEGEL  
REGISTER OF PROBATE  
(989) 672-3850

440 NORTH STATE STREET  
CARO, MICHIGAN 48723

TELEPHONE: (989) 672-3850  
FAX: (989) 672-2057

PATRICIA SAUBER  
OFFICIAL COURT RECORDER  
(989) 672-3851

AMANDA L. ROGGENBUCK  
PROBATE JUDGE

June 21, 2011

RE: Request for bids – COURT APPOINTED ATTORNEYS

Dear Counsel:

Attached you will find a proposed contract for court-appointed counsel for the following:

DEVELOPMENTALLY DISABLED PETITIONS

Please note that this is a fifteen (15) month contract and begins on October 1, 2011, in order to provide time for transfer of cases and preparation of substitution of counsel, etc.

All written bids should be submitted to the Probate Court Register **no later than August 15, 2011.**

Tuscola County Probate Court reserves the right to reject any and all bids, and to accept the bid(s) that is in the best interest of the Tuscola County Probate Court. Anyone that submits a bid is doing so of their own free will and without liability of the Tuscola County Probate Court. A bid may be awarded to a higher bidder for various reasons including but not limited to dependability experience, etc.

Bids MUST be submitted in physical form to the address specified above.

Emailed bids will be accepted; however it is the sender's responsibility to confirm receipt and accessibility.

Amanda L. Roggenbuck  
Tuscola County Probate Judge

**CONTRACT FOR REPRESENTATION AS ATTORNEY ON BEHALF OF  
INDIVIDUALS OR RESPONDENTS INVOLVED IN PETITIONS IN THE TUSCOLA  
COUNTY PROBATE COURT**

The Tuscola County Probate Court (P-79), and \_\_\_\_\_,  
attorney at law, (court appointed counsel) agree as follows:

1. The term of this agreement shall be from the first day of October, 2011 (10/01/2011), until the thirty-first day of December, 2012. (12/31/2012)
2. Court appointed counsel shall be appointed to, and shall accept, all appointments of counsel on behalf of individuals and respondents in developmentally disabled actions.

Further, court appointed counsel shall assume representation of the individuals and respondents in all pending cases as of 10/01/2011. Counsel shall obtain and file with the Court a fully executed Substitution of Counsel (MC 306) regarding said pending cases.

3. Court appointed counsel shall represent solely and exclusively the interest of the individual or respondent throughout all court proceedings until their conclusion in the Probate Court, or until otherwise relieved of said responsibility. The scope of this representation shall include appeals. The term "conclusion" is understood to mean the Probate Court no longer retains jurisdiction over the case as a result of the matter being dismissed, discharged, or other resolution with the Court discharging counsel.
4. The Court will make accommodations when possible, to schedule proceedings, in order to minimize court appointed counsel's required attendance at court. Court appointed counsel shall give appointed cases preference over all other matters. When a scheduling conflict occurs, court appointed counsel shall be responsible for providing a substitute counsel to represent the legal interests of the individuals and respondents for a particular hearing or proceeding.
5. If the Court determines that there exists a conflict of interest which prevents court appointed counsel from representing the individual or respondent, the Court shall appoint a substitute attorney, the costs of which shall be paid by the Court.
6. The court appointed counsel represents that he/she is an attorney in good standing with the State Bar of Michigan and knows of no pending disciplinary proceedings by appropriate grievance authorities directed against said attorney. Any suspension or disbarment of said attorney shall be cause for immediate rescission of this agreement, without further compensation.
7. The court, in consideration of this agreement, shall pay the court appointed counsel the sum of \_\_\_\_\_, to be paid in equal monthly installments of \_\_\_\_\_.

Payment shall begin on the 1<sup>st</sup> day of November, 2011, and continue on the first of each month thereafter until paid in full.

8. This agreement, including the proceeds thereof, is not transferable or assignable to any third person, corporation or entity.
9. When it shall become necessary for witnesses to be called on the behalf, subpoenas shall be prepared by the court appointed counsel and served on the witness as directed by the court. Court appointed counsel is responsible for all drafting, service and filling of petitions, orders, subpoenas, etc. Prior approval for any expert witness or extraordinary fees, if necessary, shall be obtained from the court by the court appointed counsel.
10. The court appointed counsel is an independent legal service provider and at no time shall be considered an employee of the court or Tuscola County. The court appointed counsel shall provide his/her own professional liability insurance with limits no less than the standard limits of the legal community and agrees to provide to the court proof of said insurance. The court appointed counsel agrees to hold the court harmless from any and all liability arising out of the court appointed counsel's acts or omissions in carrying out the terms, conditions and requirements of this agreement.
11. If a conflict of interest as defined by the Rules of Professional Conduct arises between counsel and an individual or respondent court appointed shall prepare and file an appropriate motion and order to withdraw. Upon the granting of such motion, the court may appoint alternate counsel for the alleged perpetrating parent. The court shall be responsible for the payment of all fees and costs attributable to the appointment of alternate counsel.
12. The Court may terminate this contract upon 30 days written notice to counsel. The Court shall appoint other counsel on all petitions filed with the Court from and after the date of such notice. If the court terminates the contract under this provision, court-appointed counsel shall be compensated at the contract rate between the date of notice and the date upon which such termination becomes effective.
13. If any term or provision of this agreement is determined to be unlawful, null or void, the remaining terms of the agreement shall remain in full force and effect.

This document incorporates the complete understanding and agreement of the parties.

\_\_\_\_\_  
Hon. Amanda L. Roggenbuck (P63764)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney at Law

\_\_\_\_\_  
Date

**DRAFT**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Minutes**  
**Thursday, June 16, 2011**  
**HH Purdy Building**  
**125 W. Lincoln, Caro, MI**  
**10:20 a.m.**

Commissioners present: Allen, Kern, Petzold, Peterson. Also present: Mike Hoagland, Margie White, Judy Adams. Bob Klenk, Richard Colopy, Dan Grimshaw, Donna Fraczek, Mike Miller, Mary Drier

**Finance**

**Update Regarding Dispatch/911 Radio Rebanding** – Dispatch Director Bob Klenk rebanding has begun. He outlined the steps necessary. Initial final cutover is anticipated to occur around December.

**Region VII Area Agency on Aging Annual Plan** – a carryover project. Calls have been made to key representatives

**Update Regarding Proposed State Budget Cuts Impacting Counties** - \$250,000 hit to revenue sharing (24%). Property tax revenue decrease anticipated as well.

**County Hiring Freeze – Reducing Cost Through Attrition** – a document was developed identifying potential retirements/savings.

**Abilita Telephone Findings** – MAC Service Bureau group. Working on identifying potential savings.

Secondary/On-Going Finance Items

1. Wind Energy Taxation and Revenue Potential – project in Gilford Township – working with state officials to determine the best avenue to tax wind energy.
2. Friend of the Court and Circuit/Family Court Staffing Plan
3. Circuit Court Collections Plan
4. Sheriff Department Kiosk System – the Sheriff and Undersheriff will be requested to attend the next meeting.
5. Development of State Recommended County Financial Information
6. Road Commission Contracting with Sheriff Department for Weigh Master Functions
7. Grant to Review Computer System Security
8. Treasurer Bank Statement
9. State Revenue as a Percent of Total Court Expenditures – Requested by MAC

**Circuit Court Judge** – introduced Greg McDonald as court administrator/law clerk  
**Health Professionals Ltd. Pc** - current jail medical services provider. The extension is for 2 ½ years with the current costs locked in for the first 1 ½ years and a CPI increase formula for the last year of the agreement (see consent agenda resolution)

## Personnel

**LEAD Tuscola Candidates from County Government** – notice will be sent to departments inquiring if there are any potential candidates

**Mosquito Abatement Weekend Shift Premium** - \$.50 per hour shift incentive for Saturday work. Approximate cost is \$500 per season (see consent agenda resolution)

**Circuit Court Proposal** – set up a meeting with the new court administrator (see consent agenda resolution two previous motions regarding pay increases)

### Secondary/On-Going Personnel Items

1. Circuit/Family Court Personnel Policies
2. Labor Negotiations
3. New Hire Wage/Fringe Benefits

## Building and Grounds

**Office Space Project** – some of the recent moves were discussed and frustrations aired as to who has the authority to make decisions regarding office space.

**Meeting with Prosecutor - Medical Marijuana** – possibly in conjunction with Huron County; to occur sometime in July

**City of Caro False Alarm Policy** – discussed was charging the employee responsible for not disabling the alarm upon arrival or departure

### Secondary/On-Going Building and Grounds Items

1. County Park – grant opportunity – timeline not conducive to applying
2. Niland Building Roof Repair – estimates being obtained
3. 7/13/11 Airport Zoning Board of Appeals Meeting Scheduled

## Correspondence/Other Business as Necessary

**Public Comment Period** – The Register of Deeds presented a plat of Gilford Township illustrating the leased parcels for future wind development.

Meeting adjourned at 12:04 p.m.

Margie A. White  
Tuscola County Clerk

**Statutory Finance Committee Minutes  
Thursday, June 16, 2011  
HH Purdy Building  
125 W. Lincoln St., Caro, MI**

Called to order: 12:05 p.m.

Commissioners present: Allen, Kern, Petzold, Peterson

Also present: Michael Hoagland, Margie White, Mary Drier

Claims and per diems were reviewed and approved

Public Comment - none

Meeting adjourned at 12:07 p.m.

Margie A. White  
Tuscola County Clerk

**Tuscola County Health Department**  
**Board of Commissioners Monthly Report for June 2011**  
Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer  
Visit our website at [www.tchd.us](http://www.tchd.us)

**Outcomes for the Month:**

- The Health Department has applied for a Breastfeeding Peer Education Grant. If funded, it will start on October 1, 2011. This is a USDA grant through the WIC program. It is worth \$87,000 and it primarily covers the cost of staffing. The objectives are to increase the percentage of women who start breastfeeding, but also to increase the percentage of women who continue to breastfeed. Currently our continuation rate of breast feeders in WIC is lower than the state average.

**Issues under consideration by the Local Health Department:**

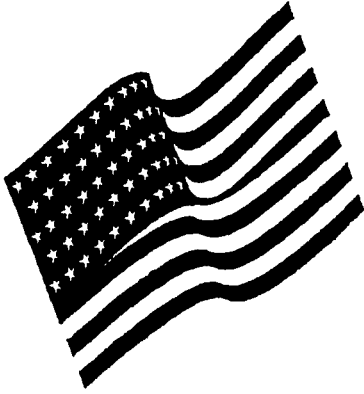
- The Health Department has been informed that what we were told would be a 5% cut in Emergency Preparedness is a 15.969% cut effective August 2011. Due to the cut, agencies that receive less than \$120,000 will only have to maintain a 0.5 FTE Emergency Preparedness Coordinator instead of a 1 FTE. We have been informed that the Essential Local Public Health Services funding will receive a 5% cut instead of the proposed 10%. We are still awaiting notification of the other proposed cuts to Family Planning, WIC, Tobacco and Breast and Cervical. We are also waiting to hear about impacts of benefit legislation.
- The Health Department continues to work with organizations regarding the Mercury spill in a residence in Caro, MI. This investigation has not yet been closed. Incident Command Structure was used throughout the incident.
- The new phone system was activated on May 31, 2011. We have had a few glitches, but nothing that could not be managed quickly.

**Issues to be brought to Board of Commissioners:**

- To approve and sign the agreement between the Tuscola County Health Department and Netsmart for 4 additional Insight user licenses. We were going to use their "Anywhere" software component, but after trying to work with the software, it was determined that it will not work. It is very difficult to upload and download the information needed and it does not afford staff in the field the ability to modify their schedules and pick up new clients. We will use the internet and VPN into the system. This will be easier for the staff using the program and affords the ability to modify their schedules. In order to do this, we need to replace the "Anywhere" software modules with 4 more Insight User licenses. The cost to obtain these licenses is \$7,226.24 which can be paid over 53 months.



#9



**VILLAGE OF AKRON  
4380 BEACH STREET  
PO BOX 295  
AKRON, MI 48701  
PHONE: 989-691-5540  
FAX: 989-691-5770**

June 23, 2011

Tuscola County Board of Commissioners  
440 N. State Street  
Caro, MI 48723

In compliance with the Michigan Plant Rehabilitation and Industrial Development Districts Law, Act No. 198, P.A. 1974, as amended, this is your notice, as one of the affected taxing units, that a Public Hearing will be held on July 20, 2011 at 7:00 p.m. in the Akron Municipal Building, 4380 Beach Street, Akron, Michigan.

At the above time and place all affected taxing units will be given an opportunity to appear and be heard on Cooperative Elevator Co.'s application for an Industrial Facilities Exemption Certificate for a project to be constructed during 2011 at an estimated cost of \$2,227,800.

You are cordially invited to attend this Public Hearing and express your opinion, presenting any information you may have available in support of, or against the requests.

Sincerely,

Shari Hadaway  
Clerk  
Village of Akron

June 9, 2011

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, June 9, 2011 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zaverucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.  
Also present: County Commissioner Roy Petzold.

Motion by Parsell seconded by Sheridan that the minutes of the May 26, 2011 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$101,579.99 and bills in the amount of \$299,667.10 covered by voucher #11-21 were presented and audited.

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

Brief Public Comment Segment:

- (1) Mr. Charles Dennis asked the Board if the approved meeting minutes and a copy of the bills paid could be available to the public during board meetings.
- (2) Mr. Jerry Vandemark appeared before the Board to discuss Gilford Road between Froede Road and Dodge Road. Mr. Vandemark explained that there is approximately 250 feet of Gilford Road that floods often causing the road to be closed. County Highway Engineer Zaverucha presented to the Board a timeline regarding this section of Gilford Road. Zaverucha reported that the Ellington Township Board requested placing additional gravel at this location in 2009. Since this location is located in a flood plain area, the proposed roadwork was forwarded to the MDEQ for their review. The MDEQ responded that a hydraulic analysis needs to be completed, and that permission from the upstream property owners needs to be obtained. The Board tabled the issue until after the 8:15 A.M. bid opening.

At 8:15 A.M. the following bids were opened for Sign Posts:

<u>Bidder</u>	<u>14' Green U-Channel Posts</u>
Dornbos Sign, Inc.	\$ 23.87 / ea.
Vulcan Signs	25.40 / ea.
Newman Signs, Inc.	22.85 / ea.
MD Solutions	25.13 / ea.
TAPCO, Inc.	28.40 / ea.

Motion by Parsell seconded by Zwerk that the bids for Sign Posts be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

The Board resumed discussions with Mr. Jerry Vandemark regarding Gilford Road. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to approve a request from the Ellington Township Board for road improvements on Gilford Road between Froede Road and Dodge Road. Sheridan, Matuszak, Zwerk, Parsell, Laurie -- Carried.

Mr. Jerry Bernhardt and Mr. Tim Franzel from Anderson, Tuckey, Bernhardt, & Doran, CPA's appeared before the Board to present the Road Commission's Annual Audit Report for the year ending December 31, 2010. After presentation and discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the 2010 Financial Audit Report be accepted and approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Mr. Mike Johnson, Sales Representative from Michigan Cat, appeared before the Board to review the Road Commission's equipment lease schedule for road graders. Mr. Johnson presented a proposal for one (1) road grader to replace the leased road grader that expires July 2011 at the same 60-month lease payment as awarded January 20, 2011. After discussion, the following motion was introduced:

Motion by Zwerk seconded by Matuszak that the following resolutions be adopted:

### RESOLUTION

BE IT RESOLVED, by the Board of Road Commissioners of Tuscola County as follows:

THAT Michael Tuckey or Jay Tuckey is authorized to enter into a 60-month Lease/Purchase Agreement with the credit corporation for Michigan Cat to obtain:

One (1) New 140M Caterpillar Motor Grader (Serial Number: 0B9D02887)

for the total price of \$227,500 in accordance with the Lease-Purchase Agreement attached hereto, and made a part hereof.

THAT the Clerk is hereby directed to attest to the authorized official's signature.

Adopted this 9<sup>th</sup> day of June, 2011.

Michael Tuckey

Votes by Governing Body:

Michael Tuckey, Authorized Signatory

1. Yes: John Laurie
2. Yes: Gary Parsell
3. Yes: Mike Zwerk
4. Yes: Julie Matuszak
5. Yes: Pat Sheridan

Jay Tuckey

Jay Tuckey, Authorized Signatory

Attest:

Michael Tuckey

Michael Tuckey, Clerk of the Board

Motion by Parsell seconded by Sheridan to request reimbursement from the Michigan Department of Transportation in the amount of \$10,000.00 for payments made during the period of July 1, 2010 through June 30, 2011 to a licensed professional engineer employed by the Tuscola County Road Commission in accordance with Section 12(2) of Act 51 as amended. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that Michael Tuckey be appointed as the Voting Delegate and that Gary Parsell be appointed as the Alternate Delegate to the 2011 M.C.R.C.S.I.P. Annual Membership Meeting. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to grant the Akron Township Board a variance of the Road Commission's Road Policies allowing the development to a hard surface on Ringle Road starting 1.0 mile north of Seagull Road to the start of Fish Point Subdivision with a narrower top width than the standard cross-section. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to approve the request from the Watertown Township Board to close Fostoria Road within the Village of Fostoria for the "Fostoria Family Days Parade" held on July 9, 2011; and that the Road Commission will provide standard traffic control signs for the closure. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that the Union's request for the "Floating Holiday" to be observed on Thursday, June 30, 2011 be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed plans for replacing the County Weighmaster position. The Board reviewed a revised position description and discussed the proposed contract with the Tuscola County Sheriff's Department. After discussion, the following motion was introduced:

Motion by Parsell seconded by Sheridan to approve the revised position description for the County Weighmaster and to approve the advertisement for filling the upcoming position opening. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed the Road Commission's group health insurance plan. After discussion, Management will continue to review the proposed options and report back at the next regular meeting of the Board.

Management and the Board discussed the Road Commission's administrative expenses and reviewed a comparison with other County Road Commission's.

Motion by Sheridan seconded by Matuszak that the agreement between Lee Wood Contracting, Inc. and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads on Ambrose Road from its establishment west to Leix Road be extended for two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the meeting be adjourned at 10:25 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

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Chairman

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Secretary-Clerk of the Board

## “Kingston Days 2011”

Box 7  
Kingston, MI 48741  
989-325-2149

Dear Potential Parade Entrant,


We are inviting you to be a participant in our “Kingston Days Parade”. The Parade date is **Saturday, August 27, 2011**. Line up is at **11:00 A.M.** at the Kingston High School located west of the downtown area on M-46. Parade begins at **NOON** at the Kingston High School and will end at the high school.

Parade participants are to enter the west drive at the high school when arriving for lineup.

I have enclosed a parade application and Liability form. Please fill these out and return them to me no later than **Tuesday, August 16, 2011**.

We look forward to you joining us for a fun time. If you have any further questions, please give me a call at **989-325-2149**.

Sincerely,



William L. Miller  
Kingston Days Committee

Enclosure

# Kingston Days Parade 2011

P.O. Box 7  
Kingston, MI 48741  
989-325-2149

## PARADE ENTRY FORM / APPLICATION

Name of Person, Group or Organization: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Day Phone No: \_\_\_\_\_ Evening Phone No: \_\_\_\_\_

Type of Entry: (Float, Vehicle, Walkers, Horses etc.) \_\_\_\_\_


\_\_\_\_\_

Approximate Size / Description: (only if this applies) \_\_\_\_\_

\_\_\_\_\_

Please Complete and return this form to me at the address below by Tuesday,  
August 16, 2011.

Thank You,

  
William L. Miller  
P. O. Box 7  
Kingston, MI. 48741  
989-325-2149

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT  
KINGSTON DAYS FESTIVAL COMMITTEE**

IN CONSIDERATION of being permitted to [participate in the Kingston Days Festival and/c activities related to Kingston Days Festival in Kingston, Michigan (or elsewhere thereafter refer the "Festival") I, for myself, my personal representatives, heirs and next of kin:

1.           HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO Festival, the Village of Kingston, the Festival committee, Festival sponsors and / or all Fe participants and the directors, officers and employees or agents or any of the foregoing (al purposes herein referred to as heirs and next of kin for any and all loss of damage, and any or demands therefore on account of injury to my person or property or resulting in my dea I am participating in the Festival (including, but not limited to , all preparations therefore, Festival activities, and the return of Parade Materials to storage locations).

2.           TO THE EXTENT ALLOWED BY LAW, I /WE HEREBY AGREE TO INDE AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, lia damage or costs they may incur due to negligence participating in the Festival (including, limited to all preparation therefore. The Festival itself, and the return of Festival material t locations).

3.           HEREBY ASSUME FULL RESPONSIBILITY FOR ANY OF RISK OF BODIL HARM, death or property damage while participating in the Festival, (including but not li all preparation therefore, the Festival itself, and the return of Festival materials to storage locations). I expressly acknowledge and agree that the activities of the Festival (Including returning the Festival materials to storage locations) are dangerous and involve the risk of injury and/or death and/or property damage. I further expressly agree that the foregoing r waiver and indemnity agreement is intended to be as broad and inclusive as is permitted b laws of the State of Michigan, and that if any portion thereof is held invalid, it is agreed th balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER C LIBILITY AND INDEMNIDTY AGREEMENT, and further agree that no oral representa statement or inducements apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Name of Festival Entry

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print or Type Signature

(        ) \_\_\_\_\_  
Phone Number