TUSCOLA COUNTY BOARD OF COMMISSIONERS MEETING AGENDA THURSDAY, JULY 31, 2014 – 7:30 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

7:30 A.M. Call to Order – Chairperson Bardwell Prayer – Commissioner Allen Pledge of Allegiance – Commissioner Kirkpatrick Roll Call - Clerk Fetting Adoption of Agenda Action on Previous Meeting Minutes (See Correspondence #1) **Brief Public Comment Period** Consent Agenda Resolution (See Correspondence #2) **New Business** -2013 County Audit Presentation -Saginaw County Request to Share Dr. Bush Services (See Correspondence #3) -Information Technology Acceptable Use Policy (See Correspondence #4) Tuscola County Regional Leader in Technology -Life and Disability Insurance Proposal (See Correspondence #5) -Employee and Employer Delegates to MERS -Treasurer/Jail Security Walls -Resignation Letter from Friend of the Court Employee -Closed Session/Labor Negotiations - 8:30 A.M. Old Business Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

NACo NACo Rural Action Caucus Economic Development Corp/Brownfield Redevelopment Caro DDA/TIFA MAC Economic Development/Taxation MAC 7th District Local Unit of Government Activity Report MAC – Past President <u>KIRKPATRICK</u> Thumb Area Consortium/Michigan Works Board of Health Community Corrections Advisory Board Dept. of Human Services/Medical Care Facility Liaison Land Acquisition MI Renewable Energy Coalition MEMS All Hazards MAC-Environment Energy Land Use Oil/Shale Work Group Cass River Greenways Pathway Local Unit of Government Activity Report Tuscola In Sync NACO- Energy, Environment & Land Use

<u>TRISCH</u>

Board of Health Planning Commission Economic Development Corp/Brownfield Redevelopment Local Unit of Government Activity Report Behavioral Health Systems Board

<u>ALLEN</u>

Dispatch Authority Board County Road Commission Board of Public Works Senior Services Advisory Council Mid-Michigan Mosquito Control Advisory Committee Saginaw Bay Coastal Initiative Dental Clinic for Indigents Parks & Recreation Local Unit of Government Activity Report

BIERLEIN

Thumb Area Consortium/Michigan Works TRIAD Human Development Commission (HDC) Tuscola 2020 Recycling Advisory Committee Local Emergency Planning Committee (LEPC) Multi County Solid Waste Local Unit of Government Activity Report Tuscola In Sync MAC Board of Directors Human Services Collaborative Council Region VI Economic Development Planning MAC-Economic Development & Taxation Closed Session – Labor Negotiations – 8:30 A.M.

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 July 17, 2014 Full Board Minutes
- #2 Consent Agenda Resolution
- #3 Saginaw County Request to Share Dr. Bush's Services
- #4 Acceptable Computer Use Policy
- #5 Life and Disability Insurance Proposal
- #6 Ibex Insurance Agency Change
- #7 Eaton County Resolution Opposing Development of Underground Nuclear Waste Facility
- #8 July 2, 2014 Road Commission Minutes
- #9 July 28, 2014 Committee of the Whole Minutes
- #10 Phragmite Removal Grant Information

Erail TUSCOLA COUNTY BOARD OF COMMISSIONERS July 17, 2014 Minutes H. H. Purdy Building

Commissioner 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 17th day of July, 2014 to order at 7:30 o'clock a.m. local time.

Prayer - Commissioner Bierlein

Pledge of Allegiance – Commissioner Trisch

Roll Call - Clerk Jodi Fetting

Commissioners Present: District 1 - Roger Allen, District 2 – Thomas Bardwell, District 3 – Christine Trisch, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mary Drier, Lou Smallwood, John Johnson, Tom Wassa, Lisa Valentine, Steve Erickson, Bill Bushaw, Vicky Sherry, Michael Clinesmith, Onna Clinesmith, Curtis Boehmer, Shelley Boehmer, Register John Bishop, Sandy Nielsen, Glen Skrent, Jim McLoskey, Steve Anderson

Adoption of Agenda

14-M-107

Motion by Allen, seconded by Bierlein to adopt the agenda. Motion Carried.

14-M-108

Motion by Kirkpatrick, seconded by Allen to adopt the meeting minutes from the June 26, 2014 meeting. Motion Carried.

Brief Public Comment Period -

Lou Smallwood addressed the Board and read a letter signed by 12 county residents regarding the illegal immigrants possibly coming to Vassar in Tuscola County. He requested the Board to research and explore possible actions to prevent undocumented illegal aliens from entering or being domiciled in Tuscola County.

Lisa Valentine addressed the Board regarding leadership being provided toward the illegal immigrants possibly coming to Vassar in Tuscola County. She is concerned the financial burden will fall on the county residents.

Michael Clinesmith addressed the Board regarding the illegal immigrants possibly coming to Vassar in Tuscola County. He is requesting that tax dollars be spent wisely on Americans.

Comment Period Continued:

Onna Clinesmith addressed the Board regarding the illegal immigrants possibly coming to Vassar in Tuscola County.

Tom Wassa addressed the Board regarding the illegal immigrants possibly coming to Vassar in Tuscola County. He is concerned as to why the border patrol is not stronger. He is concerned about violence, disease and illness being brought into our state.

Chairman Bardwell addressed the audience that the Board will keep a close watch on this sensitive issue at hand. He suggested members of the audience continue to contact their local Senators and Representatives. Jim McLoskey mentioned that Mike Kowell, State Senator from Oakland County, has introduced legislation regarding this issue. The details of the proposed bill are to be released soon. Mr. McLoskey will discuss this matter with Senator Green to make him aware of the concerns of the Board and the residents that attended the meeting today.

Consent Agenda Resolution - None

New Business -

-Update Regarding Dairy Farmers of America - Matter Tabled. The Board and Jim McLoskey on behalf of Senator Green want this project to stay in our local area and keep the benefit of local jobs.

-EDC Proposal to Assist in Updating County Parks & Recreation Plan - Vicky Sherry addressed the Board on implementing a 5-year Parks and Recreation plan that the EDC will work closely in creating. The requested \$5,000 would be used to create the county master plan which needs to be submitted to the DNR. The master plan will allow the County to apply for grant funds to improve Vanderbilt Park. Lisa Valentine addressed the Board as to the previous master plan was created by the County Parks and Recreation plan at no cost. Ms. Valentine believes it could be created again by the local board. Matter was discussed at length.

14-M-109

Motion by Allen, seconded by Kirkpatrick that the proposal from the Tuscola County Economic Development Corporation to update the County Parks and Recreation Plan be accepted for an amount of \$5,000 and all appropriate 2014 budget amendments for this cost are authorized. Motion Carried.

-EDC Solid Waste Management Plan Update - Vicky Sherry stated the plan needs to be changed from update to amended. Meetings must be posted 10-days in advance.

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14-M-110

Motion by Bierlein, seconded by Kirkpatrick that the Solid Waste Management Plan Update be changed to the Solid Waste Management Plan Amendment. Motion Carried.

-Sheriff Canteen and Kiosk Service Agreements -

14-M-111

Motion by Trisch, seconded by Bierlein that per the recommendation of the Sheriff, that the Kiosk/Canteen Services Agreement regarding the processing of certain payment related services be approved and appropriate signatures are authorized. Motion Carried.

-Sheriff Copy Machine Contract -

14-M-112

Motion by Allen, seconded by Trisch that per the recommendation of the Sheriff, that the Copy Machine Agreement with Brady Business Systems for the Sheriff's Department be approved and all appropriate signatures are authorized. Motion Carried.

-On behalf of the Sheriff, Undersheriff Skrent addressed the Board regarding the Records Clerks and the Mechanic losing comp days in lieu of working a holiday. The Sheriff is requesting 7 days be awarded back to the Records Clerks and Mechanic as those positions are not replaced. The County's attorney is recommending this matter be handled during contract negotiations.

-Changes in Remonumentation Grant - Mike Hoagland and Clerk Fetting are working with Ken Dunton in complying with the new changes in the law. Matter will be placed on the Board Agenda for July 31, 2014.

-Invitation to Indianfields Township Open House - The open house for the new Township hall is on Saturday, July 26, 2014 from 10:00 a.m. to 2:00 p.m.

certain costs can not be levied by the Court. The Controller's office has been working with Donna Fraczek, Court Administrator, to determine the possible impact on the County.

14-M-113

Motion by Trisch, seconded by Kirkpatrick that correspondence be sent to Senator Green and Representative Brown regarding expeditious resolution of the revenue loss to county government as a result of the Supreme Court Cunningham ruling. Motion Carried.

Recessed at 8:55 a.m.

Reconvened at 9:04 a.m.

-Homeland Security Grant Administration -Steve Anderson has received notice that Isoco County will assume the duties of being the fiduciary.

-Emergency Management Resolution - Steve Anderson has updated the Tuscola County Emergency Management Resolution.

14-M-114

Motion by Bierlein, seconded by Kirkpatrick that per the recommendation of the Emergency Services Director, that the resolution establishing the authority of having an Emergency Services operation for the mitigation, preparedness, response and recovery from natural and man-made disasters in the county be approved and all appropriate signatures are authorized. Motion Carried.

-2013 Audit Completion - Auditors will be in to present the 2013 Audit. The county audit went smoothly.

-Tuscola County Recycling Agreement - The Recycling Center is looking to partner with Diva Disposal.

14-M-115

Motion by Trisch, seconded by Allen that the Recycling Agreement between the County and Diva Disposal be approved and all appropriate signatures are authorized. Motion Carried.

-Medical Care Facility Foundation - A Foundation is looking to be established to allow the public to make contributions to be used toward the Medical Care Facility. The possibility of the foundation is to be researched further.

-Region 6 Prosperity Meeting Update - Mike Hoagland said the meeting was successful.

-HDC Request for Supplemental Funds for Home Delivered Meals -

Brian Neuville is requesting \$7,500 for the Meals on Wheels program as the need has increased.

14-M-116

Motion by Bierlein, seconded by Trisch that per the July 9, 2014 request from the HDC, that an increase in appropriation of \$7,500 from the Senior Millage fund to HDC be approved to meet the demand for Home Delivered Meals. (This is a one-time increase with the understanding that the state budget will provide sufficient funds next year to meet this increased demand). Motion Carried.

-Medical Examiner Web Page - Dr. Bush is looking to automate the process of reports being submitted to the Medical Examiner. Matter discussed and how the cost will be shared. More information to be gathered and presented at an upcoming board meeting.

-Proposal 1 - Mike Hoagland will prepare a letter to send out regarding supporting Proposal 1 on behalf of the Board as discussed.

-Five Year County Financial Plan Update - Mike Hoagland reviewed the projected 5-year financial plan for Tuscola County. The wind revenue decrease will cause concern for 2018 and 2019.

14-M-117

Motion by Allen, seconded by Bierlein that the Five Year Financial Plan as dated July 17, 2014 be received and placed on file. Motion Carried.

Old Business - None

Correspondence/Resolutions -

-Worker Compensation Grant - The Undersheriff is pursuing grant funds that may be available to purchase holsters that help eliminate back troubles for officers.

-Closed Session - A closed session to be scheduled for July 31st and August 14th board meetings. Clerk Fetting will prepare the meeting notice.

-Road Commission - The Road Commission met on July 16th and will forward written communication in response to the letter submitted by the Board.

-NaCO - Mike Hoagland provided an overview of the NaCO conference he attended on behalf of the Board.

-HDC Budget Summary - Lori Effenbacher provided a budget summary of funds spent. -EDC Board - EDC sent a letter stating their appreciation of the support received.

-MAC - A letter of appreciation was received for the resolution sent by Tuscola County opposing the development of an underground nuclear waste facility in Ontario.

-Tuscola County Fair - Livestock auction to be held on July 24th in the morning.

COMMISSIONER LIAISON COMMITTEE REPORTS

KIRKPATRICK

Thumb Area Consortium/Michigan Works Board of Health Community Corrections Advisory Board Dept. of Human Services/Medical Care Facility Liaison Land Acquisition - Continuing to look at options and opportunities to clear the land. MI Renewable Energy Coalition MEMS All Hazards MAC-Environment Energy Land Use Oil/Shale Work Group Cass River Greenways Pathway Local Unit of Government Activity Report Tuscola In Sync NACO- Energy, Environment & Land Use

<u>TRISCH</u>

Board of Health - meets July 18th in the morning. Planning Commission Economic Development Corp/Brownfield Redevelopment Local Unit of Government Activity Report Behavioral Health Systems Board

<u>ALLEN</u>

Dispatch Authority Board - next meeting is scheduled for July 28th but looking to reschedule due to the conflict with the Board's Committee of the Whole. County Road Commission Board of Public Works Senior Services Advisory Council Mid-Michigan Mosquito Control Advisory Committee Saginaw Bay Coastal Initiative Dental Clinic for Indigents - No update has been received. Parks & Recreation Local Unit of Government Activity Report - Akron Township has purchased a building to use as a Township Hall. <u>BIERLEIN</u> . '

Thumb Area Consortium/Michigan Works TRIAD Human Development Commission (HDC) Tuscola 2020 Recycling Advisory Committee Local Emergency Planning Committee (LEPC) Multi County Solid Waste Local Unit of Government Activity Report Tuscola In Sync MAC Board of Directors - Conference platforms have been approved for the upcoming conference. Human Services Collaborative Council Region VI Economic Development Planning MAC-Economic Development & Taxation

BARDWELL

NACo

NACo Rural Action Caucus

Economic Development Corp/Brownfield Redevelopment - Looking to work with EDC to keep Phase 2 in Tuscola County.

Caro DDA/TIFA

MAC Economic Development/Taxation

MAC 7th District

Local Unit of Government Activity Report

MAC – Past President

Closed Session - None

Other Business as Necessary - None

Extended Public Comment -

-Curtis Boehmer introduced himself to the Board as he is campaigning for 84th District State Representative.

-Tom Wassa introduced himself to the Board as he is campaigning for the 84th District State Representative.

-Register John Bishop commented on his concern of the situation happening in Vassar. -Mary Drier commented on her concern with Proposal 1 and the promises made within the proposal.

Meeting adjourned at 10:55 a.m. Jodi Fetting Tuscola County Clerk Statutory Finance Committee Minutes July 17, 2014 H.H. Purdy Building 125 W Lincoln St, Caro Ml

Meeting called to order at 10:55 a.m.

Commissioners Present: Allen, Bardwell, Trisch, Kirkpatrick, Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Jodi Fetting

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 11:00 a.m.

Jodi Fetting Tuscola County Clerk

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 31st day of July, 2014 at 7:30 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

It was moved by Commissioner _____and supported 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 7/28/14
Description of Matter:	Move that Scott McCool is appointed by the County Board of Commissioners as a member of the Tuscola County Remonumentation Peer Group with said appointment retroactive to June 12, 2014.
Agenda Reference:	В
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14

Description of Matter:	Move that Mark Powell is appointed by the County Board of Commissioners as a member of the Tuscola County Remonumentation Peer Group with said appointment retroactive to June 12, 2014.
Agenda Reference:	C
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that Michael Yates is appointed by the County Board of Commissioners as a member of the Tuscola County Remonumentation Peer Group with said appointment retroactive to June 12, 2014.
Agenda Reference:	D
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that Derek Hodges is appointed by the County Board of Commissioners as an <u>alternate</u> member of the Tuscola County Remonumentation Peer Group with said appointment retroactive to June 12, 2014.
Agenda Reference:	E
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that Roger Mahoney is appointed by the County Board of Commissioners as an <u>alternate</u> member of the Tuscola County Remonumentation Peer Group with said appointment retroactive to June 12, 2014.
Agenda Reference:	F
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that per the recommendation of the Board of Health that the Tuscola County Health Department fee schedule be revised as presented at the July 28, 2014 Committee of the Whole meeting.
Agenda Reference:	G
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that the County Treasurer Investment report be received and placed on file.

CONSENT AGENDA.....7/31/14.....Page 3

Agenda Reference:	Н
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that the County Treasurer be authorized to implement a three year dog licensing program and educate the public regarding the ability to obtain dog licenses online.
Agenda Reference:	1
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that the county hiring freeze be temporarily lifted and concur with the hiring of Carey Baxter to fill the vacant Dispatch Supervisor position effective August 2, 2014.
Agenda Reference:	J
Entity Proposing:	COMMITTEE OF THE WHOLE 7/28/14
Description of Matter:	Move that the bid for the jail rooftop HVAC replacement be awarded to Johnson Controls who was the low bidder for an amount of \$5,718.73.

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:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson Tuscola County Board of Commissioners Jodi Fetting Tuscola County Clerk

#3

Mike Hoagland

From: Gretchen Tenbusch [gtenbusch@tchd.us]

Sent: Friday, June 27, 2014 12:53 PM

To: Mike Hoagland

Subject: Contract for Dr Bush's Medical Direction services at the Health Department

Attachments: Medical Director 2014 - 6 county - Final.doc

Hi Mike,

Can you put me on the agenda on 7/31 to speak with the BOC regarding adding Saginaw County Department of Public Health to our contract for sharing the services of Dr. Bush. It would save our county some funds. I would need to get it signed that day so that I can get it to the next Health Department (6 in all). I am attaching the contract as it sits now. I am not anticipating any further changes. It is basically the same contract that we signed the last time with just the hours and payments changing.

Please share with the BOC.

Thanks

Gretchen

Gretchen Tenbusch, RN, MSA Health Officer/CEO Huron/Tuscola County Health Departments 1142 S. Van Dyke Rd/1309 Cleaver Rd., Suite B Bad Axe, MI 48413/Caro, MI 48723-9160 Phone: 989-269-3302/989-673-8115 Fax: 989-269-4181/989-673-7490 Website: www.hchd.us / www.tchd.us Email: GTenbusch@tchd.us

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Agreement Between Dr. Russell L. Bush, M.D., M.P.H.

And

District Health Department #2, 630 Progress St., West Branch, MI 48661 Huron County Health Department, 1142 S. Van Dyke, Bad Axe, MI 48413 Lapeer County Health Department, 1800 Imlay City Rd., Lapeer, MI 48446 Saginaw County Department of Public Health, 1600 North Michigan Ave., Saginaw, MI 48602 Sanilac County Health Department, 171 Dawson St., Sandusky, MI 48471 Tuscola County Health Department, 1309 Cleaver Rd., Suite B, Caro, MI 48723-9160

This agreement is made by and between Dr. Russell L. Bush, M.D., M.P.H. ("Medical Director") and the Associated County Health Departments of District Health Department #2 (DHD#2), Huron ("HCHD"), Lapeer ("LCHD"), Saginaw ("SCDPH"), Sanilac ("SCHD"), and Tuscola ("TCHD") Counties (collectively, "Associated Health Departments").

For the sole purpose of sharing Medical Direction, and to comply with applicable statutes and rules, the DHD#2, HCHD, LCHD, SCDPH, SCHD, and TCHD, enter into an Associated Health Department agreement pursuant to the provisions of Act 368 of 1978, Michigan's Public Health Code, including its administrative regulations (collectively the "Code") and specifically MCL §333.2419.

WHEREAS, the Code requires that Associated Health Departments secure Medical Director's services where the Department employs a Health Officer, who is not a physician, as its chief administrative officer, and

WHEREAS, the Medical Director is a physician duly licensed to practice medicine in the State of Michigan and holds a Masters in Public Health, with numerous years of experience as a "Medical Director" under the Code,

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Appointment/Credentials:

- A. It is hereby agreed upon by all parties that the Medical Director shall meet all Federal, State, and local license authorization requirements to practice medicine in the State of Michigan and to otherwise serve under the Code as Medical Director. Failure to maintain Code qualifications and to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in immediate automatic termination of this Agreement.
- B. Medical Director shall also meet one of the following educational requirements:
 - a. Board certified in preventive medicine or public health, or
 - b. Has an M.P.H. or M.S.P.H. degree and not less than 2 years of full-time public health practice.
- C. Medical Director is appointed as the full-time Medical Director of the Associated Health Departments pursuant to the Code, specifically MCL §333.2428 and R 325.13001(b), by the Associated Health Departments to work in cooperation with their Health Officers, who are separately appointed.
- D. Medical Director hereby accepts appointment as Medical Director for the Associated Health Departments as described above.

E. Michigan Department of Community Health shall require the approval of the appointment of the Medical Director to serve as provided in MCL §333.2428 and R 325.13001(b) with respect to each of the Associated Health Departments..

2. Duties/Time Requirement:

- A. Medical Director shall perform duties as outlined in Attachment A of this agreement.
- B. Medical Director shall be considered full-time and devote an average of 37.5 hours per week in a mutually agreed upon format with at least 8 hours monthly per county. Hours per county are outlined in Attachment B.
- C. Medical Director shall be available to render services under emergency conditions and shall remain available by pager or telephone at all times excluding vacations and times of disability, when the Medical Director will be responsible for providing a qualified designee of the Medical Director to provider coverage. If compensation is owed to designee for coverage, it shall be the Medical Director's sole responsibility to provide compensation to the designee. The Medical Director shall advise the Health Officers of the Associated Health Departments in advance, when he has left a designee in charge of Medical Director services.

3. Compensation/ Expenses

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- A. Medical Director shall receive compensation as outlined in Attachment B of this agreement, payable on the first day of each month after services, during the term of this agreement. Attachment B shall be reviewed annually on the anniversary of this agreement. Any changes made to Attachment B shall be mutually agreed upon by the Medical Director and the Associated Health Departments.
- B. The Compensation obligations of each of the Associated Health Departments shall be independent and the sole responsibility of each.
- C. Associated Health Departments shall provide facilities for Medical Director to provide the services set forth herein.
- D. Medical Director shall be an independent contractor and does not have any right or obligation under any of the Associated Health Department's and their respective County's personnel policies.
- E. Medical Director and his employees or coverage designee, shall not consider nor hold themselves out as employees of the Associated Health Departments or their associated Counties, and they shall not be entitled to participate in any fringe benefit or incentive plan of the Associated Health Departments or their respective Counties, such as, but not limited to: health and accident insurance, life insurance, retirement benefits, paid vacation or holiday pay, sick leave, or longevity compensation. Rather, the compensation provided in this Agreement shall be exclusive and complete. Medical Director shall be responsible for paying all salaries, wages, and other compensation which may be due his coverage designee, employees or other agents who are performing service under this Agreement.
- F. Medical Director is responsible for all withholding and payments of all applicable taxes, including but not limited to income and social security taxes to the proper local, state, and federal government for himself and his coverage designee, employees or agents,

- G. Medical Director is responsible for providing his employees or agents with workers compensation and unemployment insurance, as required by law.
- H. If an Associated Health Department terminates its participation in this Agreement, the remaining Associated Health Departments and the Medical Director agree to attempt to negotiate modifications to this Agreement.
- I. If Medical Director must travel longer than 2 hours one way to reach a Health Department, that Health Department shall, under separate agreement, compensate Medical Director for travel costs.

4. Insurance

- A. Medical Director shall maintain medical malpractice insurance with minimum limits of \$500,000 per occurrence or claim and \$1,000,000 aggregate. Each Associated Health Department shall be named as an additional insured. If claims made insurance is purchased, the Medical Director shall acquire suitable tail coverage when, and if, the claims made insurance is no longer maintained. Medical Director shall provide Associated Health Departments with proof of coverage.
- B. Medical Director shall maintain worker's compensation insurance and shall provide Associated Health Departments with proof of coverage.
- C. Medical Director shall maintain a valid driver's license and auto insurance and shall provide copies of both to Associated Health Departments upon each renewal.

5. Indemnification

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- A. The parties agree to defend, indemnify and hold each other harmless against all claims, losses, damages or lawsuits for damages arising from their own acts or omissions or the acts of omissions of their officers, officials, agents, employees, designees, or representatives.
- B. Each Associated Health Department agrees to promptly notify the Medical Director and the Medical Director shall promptly notify the respective Associated Health Department if it or he is sued relative to the services provided pursuant to this Agreement and if it or he believes it is entitled to defense and/or indemnification.
- C. Each party agrees to cooperate with the other in mutual defense of any claim and to hold such mutual defense communications in confidence to the extent permissible under the law.
- D. This Section of the Agreement shall survive termination.

6. Severability

A. If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.

If one of the Associated Health Departments terminates its participation in this Agreement, subject to its continuing obligations under Section 5, that Health Department shall be severed and the Agreement remains in effect as to the remaining parties subject to subsequent termination under Section 10.

7. Records/Confidentiality/HIPAA

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B.

- A. Each Associated Health Department shall have the sole and exclusive rights to all records pertaining to services rendered under this Agreement within their respective jurisdiction, including but not limited to client files. Upon termination of this Agreement all such records, as well as all equipment, notes, books, correspondence, drawings, client files, written and graphical records and all other property belonging to Associated Health Departments shall be forthwith returned by Medical Director.
- B. Medical Director shall not retain copies of said materials without the written consent of the applicable Associated Health Department which consent shall not be unreasonably withheld. Medical Director shall maintain all client information, physician-patient privileged information and information related to personnel and to program strategies confidential and shall not divulge said information to any person, firm or corporation unless direct to by the applicable Associated Health Department or a court of competent jurisdiction.
- C. All parties agree to comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Breach of this provision shall constitute a material breach of the contract and authorizes either party to, in its sole discretion, immediately terminate this Agreement.
- D. Medical Director agrees to adhere to all local, state and federal laws that could affect Medical Director's performance hereunder, including but not limited to state conflict of interest laws.

8. Entire Agreement/Amendments/Assignments/Waiver

- A. This Agreement constitutes the entire Agreement between the parties with respect to the independent contractor relationship between the parties. This Agreement has not been executed in reliance upon any representations or promises except those specifically contained in this Agreement and its Attachments.
- B. This Agreement may be modified or amended in whole or in part only by mutual written agreement signed by all of the then current parties of this Agreement.
- C. This Agreement, being a personal service contract, is not assignable by either party without first obtaining the other party's prior written consent.
- D. Any waiver of any of the covenants, conditions or provisions of this Agreement must be in writing and signed by the party against whom enforcement of such waiver is sought. One or more waivers of any covenant, condition or provision of this Agreement will not be construed as a waiver of a subsequent breach or of any other covenant, condition or provision.

9. Enforceability/Governing Law and Venue

A. Even though any party may fail to insist on strict compliance with any of the conditions of this Agreement, such failure should not be deemed a waiver of any of the terms and conditions of this Agreement.

B. All provisions of this Agreement shall be subject to and shall be enforced and interpreted pursuant to the laws of the state of Michigan. Any judicial proceedings for enforcement of this Agreement shall be instituted in the State of Michigan. Venue shall lie in the circuit court of the county of the Associated Health Department who is a party to the proceeding.

10. Term/Termination

. . .

- A. This Agreement shall commence on August 1, 2014 and shall remain in effect until July 31, 2015, unless terminated earlier as provided below. This Agreement will automatically renew for additional one year terms unless either party notifies the other in writing of a non-renewal or required contract modification with thirty (30) days prior notice.
- B. This Agreement may be terminated by Medical Director for any or no reason by providing thirty (30) days written notice to the Associated Health Departments. Each of the Associated Health Departments may terminate its participation in this Agreement, for any or no reason by providing the non-terminating parties (Medical Director and remaining Associated Health Departments) with at least thirty (30) days written notice of its termination..
- C. This Agreement shall be terminated immediately if any of the following occurs:
 - a. Medical Director becomes unlicensed or unqualified to practice medicine in the State of Michigan;
 - b. Medical Director dies;
 - c. Medical Director and the Associated Health Departments mutually agree in writing to terminate the agreement;
 - d. Medical Director becomes disabled and the disability continues for a period of sixty (60) consecutive days;
 - e. Medical Director fails to provide appropriate insurance or fulfill other related duties as described in this Agreement;
 - f. Medical Director fails or refuses to faithfully and diligently perform the duties required under this Agreement or the Public Health Code or its administrative rules;
 - g. Medical Director becomes unqualified to serve as a County Medical Director in the State of Michigan.
 - h. If more than one of the Associated Health Departments originally executing this Agreement terminates its participation herein.

11. Notice

A. Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/ Communication hand delivers the Notice/ Communication to the other parties or if the party sends the Notice/ Communication through certified mail to the other parties. The parties agree that Notices and Communications should be sent to the parties at the following addresses:

DHD#2 Denise Bryan, Health Officer 630 Progress St. West Branch, MI 48661

HCHD

Gretchen Tenbusch, Health Officer 1142 S. Van Dyke Bad Axe, MI 48413

<u>LCHD</u>

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Stephanie Simmons, Health Officer 1800 Imlay City Rd. Lapeer, MI 48446

<u>SCHD</u> Dianna Schafer, Health Officer 171 Dawson St. Sandusky, MI 48471

12. Signatures

<u>SCDPH</u> John McKellar, Health Officer 1600 N. Michigan Ave. Saginaw, MI 48602

<u>TCHD</u>

Gretchen Tenbusch, Health Officer 1309 Cleaver Rd., Suite B Caro, MI 48723-9160

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency. This Agreement may be signed in counterpart and is effective when all parties have executed the Agreement.

For Medical Director		
Russell L. Bush, M.D., M.P.H., Medical Director	Date	
For DHD#2		
Kathleen Vichunas, Chairperson, DHD#2 Board of Health		Date
For HCHD		
Clark Elftman, Chairperson, Huron County Board of Commissioners		Date
For LCHD		
Gary Roy, Chairperson, Lapeer County Board of Commissioners	Date	
For SCDPH		
Michael J. Hanley, Chairperson, Saginaw County Board of Commissioners	Date	
For SCHD		
Donald Hunt, Chairperson, Sanilac County Board of Commissioners		Date
For TCHD		
Thomas Bardwell, Chairperson, Tuscola County Board of Commissioners	Date	
F:\SECURE\Contracts\Intergovernmental\Dr Bush 2014 - 6 counties\Medical Director 2014 - 6 county draft.doc		

Attachment A

Medical Director Services

The Medical Director, in collaboration with the Director/Health Officer is responsible for the establishment and maintenance of basic public health services, with guidance and direction received from the Michigan Department of Community Health and the applicable governing entity (i.e. Board of Health, County Executive, or Board of Commissioners). The Medical Director supervises all direct medical orders, and must exercise considerable skill in dealing with the public and public officials.

The specific duties and responsibilities assigned to the Medical Director are as follows.

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- 1. Bringing medical specialty judgment to bear upon the development of Health Department program plans, policies, procedures, priorities and evaluation methodologies.
- 2. Attending meetings of the Board of Health/County Board of Commissioners/County Executive when necessary, to provide public health medical specialty judgment in those matters that deal directly or indirectly with the prevention, containment, and/or control of diseases, including treatment and medical rehabilitation.
- 3. Be responsible for the development, review & implementation of all standing orders and for the medical aspects of work performed by the health department nurse practitioners, midwives, physician assistants and nursing staff under those orders, but not for work performed under standing orders of other contractual physicians or for written orders of other physicians in Home Health settings.
- 4. Carry out such specific public health related clinic duties, as may be requested.
- 5. Maintaining medical liaison with community physicians, when possible and other health personnel, institutions and organizations, insuring that whenever feasible, they have an opportunity to be involved in the development and/or implementation of public health programs.
- 6. Will comply with all National Incident Management System (NIMS) requirements, including but not limited to, Federal Emergency Management Agency (FEMA) Independent Study Courses, per the Centers for Disease Control and Prevention (CDC) Cooperative Agreement.
- 7. Participate in the planning, development and review of Emergency Preparedness response plans and policies, including exercise drills and training.
- 8. Collaborating with the Health Officer in carrying out the following duties and responsibilities:
 - A. Keep the Board of Health/County Board of Commissioners, County Executive, medical community, and other interested parties advised on current and proposed legislation as it has/or may have an impact on public health and private medicine.
 - B. Represent the interests of each respective county in regional and statewide organizations and projects that may affect health services.
 - C. Identify continuing health risks to residents and others in the jurisdiction of the Associated Health Departments, describe the nature of the changes, specify alternative solutions, and communicate these effectively to the Board of Health/ County Board of Commissioners, County Executive and to consumers and providers in the counties of the Associated Health Departments.

D. Assist the Health Officer in adequately informing the Board of Health/ County Board of Commissioners /County Executive regarding Health Department programs, problems, and needs.

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- E. Assist the Board of Health/County Board of Commissioners/County Executive in establishing priorities in public health programs.
- F. May function as Deputy Health Officer, if requested by Health Officer/local health department.

Attachment B

Medical Director Hours of Service and Compensation by County

DHD#2 Huron Lapeer	3 days per 4 week block	Hours –Per 4 week block (13 – 4 week blocks in a year) Number of days per year (208 days total)				
Lapeer		3x13=39	\$33,750	\$2,812.50		
	1 day per 4 week block	1x13=13	\$11,250	\$937.50		
A	4 days per 4 week block	4x13=52	\$45,000	\$3,750		
Saginaw	6 days per 4 week block	6x13=78	\$67,500	\$5,625		
Sanilac	1 day per 4 week block	1x13=13	\$11,250	\$937.50		
Tuscola	l day per 4 week block	1x13=13	\$11,250	\$937.50		
For DHD#2 Kathleen Vich	unas, Chairperson, DHD#2 Board of H	Iealth	Date			
For HCHD_ Clark Elftman	, Chairperson, Huron County Board of	Commissioners	Date			
For LCHD_ Gary Roy, Cha	airperson, Lapeer County Board of Cor	nmissioners	Date			
	nley, Chairperson, Saginaw County Bo	ard of Commissione	rs Date			
For SCHD						

For TCHD_____

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Thomas Bardwell,	Chairperson,	Tuscola County	Board of Commissioners	Date
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COMPUTER RESOURCES ACCEPTABLE USE POLICY Adopted 7/13/04 – Amended 5/4/12

#4 9

1. PURPOSE

1.1 To adopt and enforce a policy that addresses the acceptable use of computer resources (user ID's, passwords, access privileges, computers, servers, peripherals, hardware, applications, programs, software, data, files, information, internet, email, communications, Local Area Network, Wide Area Network) at Tuscola County.

1.2 To assure that Tuscola County computer resources are utilized for the business of government work as it relates to a user's job function.

1.3 To protect the users and the computer resources of Tuscola County from illegal or damaging actions by individuals, either knowingly or unknowingly. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

2. SCOPE

2.1 This policy applies to employees, contractors, consultants, temporaries, and other workers at Tuscola County, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Tuscola County.

3. POLICY

3.1 It is the policy of the Tuscola County Information Systems (I.S.) Department to not actively monitor the content of a user's Personal Computer (PC). However, any computer resource within the scope of responsibility of the I.S. Department may be monitored and/or audited when it is deemed appropriate. Data created on any I.S. equipment or network is property of Tuscola County.

3.2 Use of computer resources is restricted to the user's job function within County government.

3.3 Users are not permitted to share their login ID's and/or passwords without authorization from the I.S. Department.

3.4 If a user suspects that an ID, password, or computer resource has been compromised or hacked, they must immediately notify the I.S. Department so that the appropriate action can be taken.

3.5 Users are not permitted to knowingly modify, delete, move, copy, or exchange any file/program/data/information that will harm or disrupt computer resources.

3.6 Users are not permitted to knowingly distribute viruses or exchange harmful programs/files.

3.7 The I.S. Department maintains the right to block access to any internet resource deemed inappropriate. Internet resources will be monitored and controlled.

3.8 Utilizing internet resources to access pornographic material, web surf, shop, game, play, streaming media, micro-blogging, gamble, chat, file share, peer-to-peer network (P2P), virtual private network (VPN), connect to non-County email systems, instant message, or any other inappropriate use is not permitted without authorization from the I.S. Department.

3.9 Users are not permitted to purchase, install, or dispose of any networking device, computer software/hardware, or peripheral equipment without authorization from the I.S. Department.

3.10 Users are not permitted to use their own personal software/hardware without authorization

from the I.S. Department.

3.11 Any users initiating banking transfers on behalf of Tuscola County, must do so from I.S. approved device. This machine will be limited to only banking activity. Only authorized personnel will be given access to banking devices.

3.12 Users are not permitted to open, modify, delete, move, copy, or exchange any file/program/data/information that are not related to their job function within County government.

3.13 Users are not permitted to exchange, divulge, or grant access of any file/program/data/information with unknown sources or sources that have no direct working relationship with the function of County government.

3.14 Users are not permitted to use computer resources to create, exchange, or display any harassing, offensive, pornographic, or other inappropriate material. This includes sending unsolicited bulk email, spam, and chain letters via email.

3.15 Users are not permitted to utilize computer resources for illegal purposes that are in violation of any federal, state, or local law.

3.16 Users are not permitted to utilize computer resources to violate any Tuscola County policy.

3.17 Violations of the rights of any person or company protected by copyright, trade secret, patual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Tuscola County.

3.18 Circumventing user authentication or security of any host, network, or account is strictly prohibited.

3.19 Use of non-county email services, such as AOL or Yahoo on Tuscola County's network is prohibited unless authorized by I.S. Any email conducted with the use of the

@tuscolacounty.org domain, shall remain professional in manner and never for personal purposes. All email should be treated as public record.



1605 Concentric Blvd., Suite #1, Saginaw, MI 48604 ~ Phone: 989-249-5960 ~ FAX: 989-249-5966

July 24, 2014

Mr. Michael Hoagland, County Administrator Tuscola County 207 E. Grant Street Caro, MI 48723

Re: Life and Disability Insurance RFP

Dear Mr. Hoagland,

In response to the recent notice of cancellation from Standard, Brown and Brown was asked to conduct a request for proposals for your life and disability insurance. Included in this letter are the following:

- Page 2 is a financial analysis of the proposals received. The carrier that came in with the lowest quote is Cigna with benefits matching your current contract. The annual savings is \$27,109 with a three year rate guarantee that equates to \$81,327 in savings over the lifetime of the initial contract.
- Page 3 shows the AM Best Rating and quote status for each carrier solicited.
- Pages 4 and 5 contain the Compensation Disclosure and Benefit Proposal Disclaimers.

If you make the decision to move forward with changing carriers, Brown and Brown will begin the transition process upon notification.

We remain committed to giving you the highest level of service and look forward to working with you during the coming year. Please feel free to contact me if you have any questions.

Sincerely,

And h ho

Daniel Skiver Vice President, Brown and Brown of Central Michigan C: Angela Garner, Brown and Brown

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Ve	endor	Current Unum/Standard	Cigna	Hartford	Standard	Life, AD&D, Mutual Of Omaha	STD, and LTD Q Dearborne National	uotes Lincoln Financial	NIS	Rel. Standard	Sun Life	Unum	Principal
0	Rate	\$0.27000	\$0.17000	\$0.12800	\$0. 21000	\$0.21000	\$0.20000	\$0.18000	\$0.20000	\$0.23250	\$0.24000	\$0,27000	\$0.19600
Active	Volume	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000
Term	Monthly	\$997.65	\$628.15	\$472.96	\$775.95	\$775.95	\$739.00	\$665.10	\$739.00	\$859.09	\$886.80	\$997.65	\$724.22
Life	Annual	\$11,971.80	\$7,537.80	\$5,675.52	\$9,311.40	\$9,311.40	\$8,868.00	\$7,981.20	\$8,868.00	\$10,309.05	\$10,641.60	\$11,971.80	\$8,690. 6 4
	Rate	\$0.02000	\$0.01500	\$0.02500	\$0.02000	\$0.02000	\$0.02000	\$0.04500	\$0.03000	\$0.02970	\$0.02000	\$0.02000	\$0.03400
Active	Volume	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000	\$3,695,000
AD&D	Monthly	\$73.90	\$55.43	\$92.38	\$73.90	\$73.90	\$73.90	\$166.28	\$110.85	\$109.74	\$73.90	\$73.90	\$125.63
	Annual	\$886.80	\$665.10	\$1,108.50	\$886.80	\$886.80	\$886.80	\$1,995.30	\$1,330.20	\$1,316.90	\$886.80	\$886.80	\$1,507.56
Rate Gu	arantee	n/a	36 Months	36 Months	24 Months	24 Months	24 Months	24 Months	36 Months	24 Months	24 Months	N/A	24 Months
Life AD8	D Annual	\$12,858.60	\$8,202.90	\$6,784.02	\$1 0,198.20	\$10,198.20	\$9,754.80	\$9,976.50	\$10,198.20	\$11,625.95	\$11,528.40	\$12,858.60	\$10,198.20
	Rate	\$0.535	\$0.430	\$0.525	\$0.450	\$0.450	\$0.420	\$0.460	\$0.523	\$0.530	\$0.530	\$0.535	-
CTD	Volume	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	\$64,530.00	
STD	Monthly	\$3,452.36	\$2,774.79	\$3,387.83	\$2,903.85	\$2,903.85	\$2,710.26	\$2,968.38	\$3,374.92	\$3,420.09	\$3,420.09	\$3,452.36	
	Annual	\$41,428.26	\$33,297.48	\$40,653.90	\$34,846.20	\$34,846.20	\$32,523.12	\$35,620.56	\$40,499.03	\$41,041.08	\$41,041.08	\$41,428.26	
Rate Gu	arantee	n/a	36 Months	36 Months	24 Months	24 Months	24 Months	24 Months	24 Months	12 Months	24 Months	N/A	
STD Anr	iual	\$41,428.26	\$33,297.48	\$40,653.90	\$34,846.20	\$34,846.20	\$32,523.12	\$35,620.56	\$40,499.03	\$41,041.08	\$41,041.08	\$41,428.26	
	Rate	\$0.550	\$0.290	\$0.350	\$0.360	\$0.440	\$0.490	\$0.460	\$0.410	\$0.440	\$0.450	\$0.550	
LTD	Volume	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	\$419,409	
Plan 1	Monthly	\$2,306.75	\$1,216.29	\$1,46 7 .93	\$1,509.87	\$1,845.40	\$2,055.10	\$1,929.28	\$1,719.58	\$1,845.40	\$1,887.34	\$2,306.75	
	Annual	\$27,680.99	\$14,595.43	\$17,615.18	\$18,118.47	\$22,144.80	\$24,661.25	\$23,151.38	\$20,634.92	\$22,144.80	\$22,648.09	\$27,680.99	
					1								
	Rate	\$1.263	\$0.690	\$0.350	\$1.263	\$0.440	\$0.960	\$1.263	\$0.825	\$0.440	\$1.000	\$0.550	
LTD	Volume	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	
Plan 2	Monthly	\$227.34	\$124.20	\$63.00	\$227.34	\$79.20	\$172.80	\$227.34	\$148.50	\$79.20	\$180.00	\$99.00	
	Annual	\$2,728.08	\$1,490.40	\$756.00	\$2,728.08	\$950.40	\$2,0 73 .60	\$2,728.08	\$1,782.00	\$950.40	\$2,160.00	\$1,188.00	
Rate Gu	arantee	n/a	36 Months	36 Months	24 Months	24 Months	24 Months	24 Months	36 Months	24 Months	24 Months	12 Months	
LTD Annual		\$30,409.07	\$16,085.83	\$18,371.18	\$20,846.55	\$23,095.20	\$26,734.85	\$25,879.46	\$22,416.92	\$23,095.20	\$24,808.09	\$28,868.99	
	&D, STD & nual	\$84,695.93	\$57,586.21	\$65,809.10	\$65,890.95	\$68,139.60	\$69,012.77	\$71,476.52	\$73,114.15	\$75,762.22	\$77,377.57	\$83,155.85	-
	vings (Loss) rrent Plan	N/A	\$27,109.72	\$18,886.84	\$18,804.99	\$16,556.34	\$15,683.16	\$13,219.42	\$11,581.78	\$8,933.71	\$7,318.37	\$1,540.08	
Percent	Savings	N/A	32.01%	22.30%	22.20%	19.55%	18.52%	15.61%	13.67%	10.55%	8.64%	1.82%	
Rank		N/A	1	2	3	4	5	6	7	8	9	10	

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Carrier	Quote Status	AM Best Rating*	Financial Size**
Unum	Proposal Received	A	AV
National Insurance Services (Madision National)	Proposal Received	A	VIII
Lincoln National Life	Proposal Received	A+	XV
Principal	Proposal Received	A+	XV
Dearborne National	Proposal Received	A+	IX
Standard	Proposal Received	A	IX
Reliance Standard	Proposal Received	A	Х
Sun Life	Proposal Received	A+	XV
Hartford	Proposal Received	A-	XV
Cigna	Proposal Received	Α	XV
Mutual of Omaha	Proposal Received	A+	XV
Aetna	Declinded to Quote	A	XV
Prudential	Declinded to Quote	A+	XV
Met Life	Declinded to Quote	A+	XV
Humana	Declinded to Quote	A-	XV

* A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating

** AM Best Financial Size: I to XV = Smallest to Largest in Millions of \$

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Compensation Disclosure

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such conlingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled) with the premium dollars of other insureds that have purchased similar types of coverage.We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the camer you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

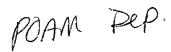
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<u>Questions and Information Requests.</u> Should you have any questions, or require additional information, please contact this office at (989) 249-5960 or, if you prefer, submit your question or request online at: http://www.bbinsurance.com/customerinquiry.shtml.

Benefit Proposal Disclaimers

AM Best Rating for Stability: A++ to D = Highest to lowest rating AM Best Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

- * The analysis of the plans shown is a summary. Please refer to the contract for a full list of coverage and exclusions.
- * The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enroilment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
- * This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
- * This presentation is the proprietary work product of Brown & Brown of Central Michigan.
- * It is imperative that we be informed of any employee or dependent that is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be available for these individuals.
- * All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
- * If a decision to switch carriers is made, your existing plans SHOULD NOT be cancelled until advised by Brown & Brown of Central Michigan.
- * B&B representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
- * B & B representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
- * If network directories are provided they may contain doctors and facilities that are no longer participating with the insurance carriers' networks. We cannot be responsible for any changes to the directories that are not reflected. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories.



Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following thirty (30) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 15.2. Life Insurance. Life insurance in the amount of \$20,000.00 for full-time employees shall be fully paid by the Employer. (See Human Resources Office for details.)

Section 15.3. Short Term Disability Insurance. During the term of this Agreement, the Employer shall obtain a group short term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of two thirds (66.67%) of their normal gross weekly wages. These benefits shall be payable from the 15th day of disability for a period of up to twenty-four (24) consecutive weeks. The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the short term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently UNUM. The County pays the premium for the employee and includes the cost of that insurance in the employee's W-2 compensation each year.

Section 15.4. Liability insurance. Police officer's professional liability insurance shall be maintained by the Employer for the benefit of the Employee, protecting the employee for acts allegedly committed during the course of employment and within the scope of his authority.

Section 15.5. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain equivalent or better. Prior to changing carriers a special conference with the Union will be called to discuss the changes.

Section 15.6. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or Ilability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the in-

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July 11, 2014

Mr. Mike Hoagland Tuscola County Material Recovery Facility C/O Tuscola County 125 W. Lincoln St. Caro, MI 48723

Dear Mr. Hoagland:

As you may already know, I have accepted a job with the Michigan Municipal Risk Management Authority (MMRMA) and will no longer be working for Ibex Insurance Agency. Although it is sad to be leaving Ibex, it is a great opportunity for me working directly with the MMRMA. Ibex and I have had a great relationship for 20 years and although I am leaving the firm, you are in great hands. Jan Gibson and the rest of the Ibex staff are a vital part of Ibex Insurance Agency and will remain available to answer any of your questions and help with any of your insurance needs.

It has been a true pleasure working with you and I know you are in good hands with Ibex. Thank you for your support over the years, and if you should need any assistance, please contact Jan Gibson at the number and email address below.

Sincerely,

Timothy McClorey

An Dilson

Jan Gibson jang@ibexagency.com

Ibex Insurance Agency 27750 Stansbury Blvd., Ste. 100 Farmington Hills, MI 48334 248-538-0470 248-538-0471 (fax)

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION OPPOSING THE DEVELOPMENT OF AN UNDERGROUND NUCLEAR WASTE FACILITY

July 16, 2014

Introduced by the Public Works and Planning Committee

Commissioner Baker moved the approval of the following resolution. Seconded by Commissioner Augustine.

WHEREAS, a Canadian power company is proposing to develop an underground nuclear waste facility near Kincardine, Ontario; and

WHEREAS, the proposed facility would be situated less than 1 mile from the Lake Huron shoreline; and

WHEREAS, storing low and intermediate level waste so close to Lake Huron, which constitutes 21% of the world's fresh water supply, jeopardizes the fragile ecosystem and is a risk that cannot be afforded.

NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby opposed the development of an underground nuclear waste facility near Kincardine, Ontario because of the risk of polluting the Great Lakes and upsetting the ecosystem; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to all Michigan Counties, and members of our State and Federal Leadership and the Province of Ontario. Carried.

July 2, 2014

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Wednesday, July 2, 2014 at 8:00 A.M.

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

Absent: Road Commissioner Julie Matuszak.

Motion by Parsell seconded by Zwerk that the minutes of the June 19, 2014 regular meeting of the Board be approved. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$91,145.39 and bills in the amount of \$186,369.50 covered by vouchers #14-30, #14-31, and #HRA-18 were presented and audited.

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

Brief Public Comment Segment:

- (1) Mr. Charles Dennis asked the Board how many Tandem Axle Dump Trucks were recently approved for purchase by the Road Commission. Chairman Laurie reported that one (1) Tandem Axle Dump Truck was approved for purchase at the May 8, 2014 regular meeting of the Board.
- (2) Mr. Robert Worth asked the Board about the letter received from the Finance Committee of the Board of County Commissioners regarding Road Commission financial concerns. Chairman Laurie reported that the letter has been reviewed and will be further discussed by the Road Commission Finance Committee following this regular meeting.
- (3) Mr. Rod Merten asked the Board about the Road Commission's pension plans and its unfunded liability. Chairman Laurie reported that the Road Commission's pension plans and its unfunded liability is being addressed.
- (4) Mr. Bill Meyer appeared before the Board to discuss Plain Road in Wells Township. Superintendent/Manager Jay Tuckey reported that the Road Commission is aware of the condition of Plain Road, and has talked to the Wells Township Supervisor regarding road improvements.

Motion by Parsell seconded by Sheridan that bid addendum item #34 for Ellington Township of the 2014 bituminous resurfacing bids be awarded to the low bidder, Albrecht Sand & Gravel Company. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that bid addendum item #37 for Akron Township of the 2014 bituminous resurfacing bids be awarded to the low bidder, Pyramid Paving Company. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Sheridan that bid addendum item #28 for Akron Township of the 2014 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Sheridan, Zwerk, Parsell, Laurie --- Carried. Motion by Sheridan seconded by Zwerk that the 2013 Tuscola County Road Commission Equipment Profit and Loss Report be approved as presented. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed the removal of a fuel tank at the Vassar Division. Vice-Chairman Parsell reported that the Road Commission's committee has met with Mr. Mike Perry with the law firm of Fraser, Trebilcock, Davis, & Dunlap, P.C. and Mr. Paul French with Envirologic Technologies, Inc. in regards to the final assessment report. After review and discussion, it was recommended that Envirologic Technologies, Inc. excavate and backfill the source area along with Road Commission work force at an estimated cost of \$35,000.00. After further discussion, the following motion was introduced:

Motion by Zwerk seconded by Parsell to approve Envirologic Technologies, Inc. excavate and backfill the source area along with Road Commission work force, in accordance with the final assessment report regarding the removal of a fuel tank at the Vassar Division, with a cost limit of \$35,000.00 for the project. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the Tuscola County Road Commission dispose of Engineering Van #007, and that Engineering Van #007 be offered for sale at public auction. Sheridan, Zwerk, Parsell, Laurie --- Carried.

TUSCOLA COUNTY BOARD OF ROAD COMMISSIONERS RESOLUTION OF SUPPORT FOR A SAFETY GRANT FOR EAST DAYTON ROAD BETWEEN M-24 & BEVENS ROAD

Commissioner Sheridan offered the following resolution and moved for its adoption:

BE IT RESOLVED, the Tuscola County Board of Road Commissioners supports the application for State and/or Federal funding for a Safety Grant for East Dayton Road between M-24 and Bevens Road,

BE IT FURTHER RESOLVED, that the Board of Road Commissioners, County of Tuscola, concurs that this Safety Grant is urgently needed.

Motion supported and resolution adopted on a roll call vote:

AYES: Sheridan, Zwerk, Parsell, Laurie ABSENT: Matuszak NAYS: None

Motion by Parsell seconded by Zwerk that Michael Tuckey be appointed as the Voting Delegate to the 2014 M.C.R.C.S.I.P. Annual Membership Meeting. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to approve the purchase of a new Swenson Tailgate Mounted Shoulder Machine Conveyor as part of the Road Commission's 2014 Capital Outlay Budget. Sheridan, Zwerk, Parsell, Laurie -- Carried.

County Highway Engineer Zawerucha discussed with the Board a Hauling Agreement with Dykhouse Pickle Company for designated loads on Ormes Road. Zawerucha reported that the Agreement approved in 1984 is a nonexpiring agreement. Zawerucha further reported that Dykhouse Pickle Company is selling the business, and requests to transfer the Agreement to their successor. After further discussion, the following motion was introduced:

Motion by Zwerk seconded by Parsell to approve the request from Dykhouse Pickle Company to transfer their Hauling Agreement to their successor for designated loads on Ormes Road, with the understanding that the new Agreement follow the terms and conditions of the Road Commission's current Hauling Agreements with two (2) year renewable terms. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to approve T.U.V. Rheinland Industrial Solutions to conduct the inspections of the concrete beams for the Thomas Road Bridge Federal Aid Project. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Mr. Gary Anderson 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, 2013. After presentation and discussion, the following motion was introduced:

Motion by Zwerk seconded by Parsell that the 2013 Financial Audit Report be accepted and approved. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk that the Road Commission's defined benefit pension plans be temporarily closed to any new employees effective immediately, until further review of the plans and meeting with the plan representatives. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan that the meeting be adjourned at 9:40 A.M. Sheridan, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

DRAFT Tuscola County Board of Commissioners Committee of the Whole Monday, July 28, 2014 ~ 7:30 A.M. HH Purdy Building ~ 125 W. Lincoln, Caro, MI

Present: District 2 - Thomas Bardwell (excused at 9:00 a.m.), District 3 - Christine Trisch, District 4 - Craig Kirkpatrick, District 5 - Matthew Bierlein

Absent: District 1 - Roger Allen

Also Present: Mike Hoagland, Cindy McKinney-Volz, Mary Drier, Tisha Jones, Mike Miller, Register John Bishop, Steve Anderson, Ken Dunton, Vicky Sherry, Steve Erickson, Dr. Edward Canfield, Patricia Donovan-Gray, Sandra Nielsen, Karen Hopp

Finance

Committee Leaders-Commissioners Trisch and Kirkpatrick

Primary Finance

- **1. EDC Grant Award** EDC is working with Walbro on expansion. Vicky Sherry received certification through a grant writing program.
- 2. Proposal from Caro Hospital to Reduce Prisoner Medical Costs No update from Sheriff Teschendorf.
- 3. Payment of Medical Costs for Veterans in County Jail No update from Sheriff Teschendorf.
- 4. Remonumentation Program Legislative Changes Matter to be placed on Consent Agenda.
- **5. County Acceptable Use Policy** Matter to be rescheduled for July 31, 2014, Mike Hoagland to review with Eean Lee.
- 6. Saginaw County Request to Share Dr. Bush Services Gretchen Tenbush requested to attend the July 31, 2014 meeting to provide additional information.
- 7. Health Department Fee Schedule Changes Gretchen Tenbush requested to attend the July 31, 2014 meeting to provide additional information.
- 8. County Treasurer Investment Report Patricia Donovan-Gray reviewed the report with the Board. Pat will speak with Treasurers from other counties to research which individuals/firms they are investing with and what type of investments they are leaning toward. Matthew Bierlein will speak with MAC contacts to see if they are aware of any investors that primarily work with municipalities.
- **9.** Three-Year and On-line Dog Licensing Patricia Donovan-Gray and Karen Hopp provided information on converting to Three-Year Dog License, mailing notifications to county residents, and how this change will impact revenue flow.
- 10. Road Commission Follow-Up Next Steps The Road Commission has not replied with a written response that was requested by the Board. Mike Hoagland did receive a phone call requesting a small group meeting. Mike Hoagland will request an agenda from the Road Commission to determine what items they would like to discuss.
- 11. Update Regarding Potential Acquisition of State Property Mike Hoagland stated that this is still moving forward, the forester has completed their study. Vicky Sherry will start looking at grants available.
- 12. Shared Equalization Director Huron/Tuscola 4-Year Extension Representative Brown anticipates that the county will receive a letter from the State Tax Commission approving the combination of these services.
- **13. Recycle Center** Commissioner Trisch inquired about extending hours on a specific day each week. Mike Miller stated they had previously tried this to accommodate residents but the cost of labor outweighed the benefit as only one or two residents took advantage of

BOC Minutes

the extended hours.

14. 911 Dispatch - Sandra Nielsen requested Board approval to promote Carey Baxter to the vacant supervisor position and hire a new dispatcher to fill the vacant position - Add to Consent Agenda.

On-Going Finance

- 1. Wolverine Update No update.
- 2. Oil Shale Mining Assessing/Taxation MAC Involvement No update.
- 3. Register of Deeds Recording of Wind Project Land Transactions No update.
- 4. Jail Lawsuit No update.
- 5. County Web Page and Further Enhancements No update.
- 6. Indigent Dental Program No update.
- 7. Abused, Neglect and Delinquent Child Care Costs No update.
- 8. Project Lifesaver Bracelet No update.
- 9. SCMCCI Indirect Costs/Lease No update.
- 10. Next Steps County Solid Waste Management Plan Update No update.
- 11. Jail Grant Research Meeting with Eric Koan No update.
- 12. Medical Examiner System Changes No update.
- 13. Annex Telephone System Cost Saving Alternative No update.
- 14. Personal Property Tax No update.
- 15. NG911 Multi-County Equipment Purchase No update.

Personnel

Committee Leader-Commissioners Kirkpatrick and Trisch

Primary Personnel

- **1. Vacant Prosecutor Position -** Mike Hoagland wanted the Board to be aware of an upcoming opening at the Prosecutor's Office due to a retirement. The Board discussed looking at the possibility of adding a software system and not replacing the retiring employee. Personnel committee leaders will request a meeting with Mark Reene.
- 2. Zimco Computer Services Contract There is a non-compete clause in the Zimco contract. The Board and Mike Hoagland are still researching the restriction on the contract.

On-Going Personnel

1. Draft Court and Non-Union Personnel Policies - No update.

Building and Grounds

Committee Leader-Commissioners Allen and Bierlein

Primary Building and Grounds

- 1. Probate Court Jury Boxes The wall separating the jury box in the Probate Court was removed by Building and Grounds employees. The finishing work still needs to be completed.
- 2. Bids for Budgeted Projects
 - Treasure/Jail Security walls Great Lakes Bay Construction \$51,698.00; Gerald G Bergman \$52,800.00. There would be an additional charge of \$2435 for bullet proof, \$180.00 for removing existing cubicles.
 - Various Office Painting Mike Miller received no bids for this project.
 - Adult Probation Exterior Painting Mike Miller received no bids for this project.

 Jail C-Wing Rooftop HVAC Replacement - Johnson Controls \$5718.73; Weise \$9,980.00; JE Johnson \$9525.00.
 Based on the bids, Mike Miller requested that Johnson Control receive the job. Matter to be added to the Consent Agenda.

On-Going Building and Grounds

- 1. Cass River Greenway Commissioner Kirkpatrick participated in the annual clean up that was completed from M-46 to the dam.
- 2. Dead Ash Trees Roadway Problems No update.
- 3. Review of Multi-County Approach to Recycling and Need for a Plan No update.
- 4. State Police Lease No update.

Other Business as Necessary

- 1. MAC 7th District Meeting will be on August 18, 2014 at 9:00 AM- Tuscola County will be hosting. Please forward any ideas for guest speakers to Mike Hoagland.
- 2. Nextera appealed their tax assessment.
- 3. Cunningham Case This Court decision affects what costs can be charged to the defendants. This ruling could eliminate \$200,000 \$300,000 per year for our courts. Senator Green is aware of this issued.

Public Comment Period

1. Dr. Edward "Ned" Canfield introduced himself to the Board of Commissioners. Dr. Canfield is running for a State Representative seat for the 84th District.

Meeting adjourned at 9:33 a.m.

Cindy McKinney-Volz Tuscola County Chief Deputy Clerk

Mike Hoagland

From:Laura Ogar [OgarL@baycounty.net]Sent:Wednesday, July 30, 2014 10:30 AMTo:Roger Allen; 'mhoagland@tuscolacounty.org'Cc:Bierlein Matthew; Kirkpatrick Craig; tbardwell@hillsanddales.com; Trisch ChristineSubject:RE: Phragmites - Saginaw Bay shoreline

Hi Roger...I don't know how much the match might be...the match can't be determined until a scope of work is fully developed and cost estimates for the project have been identified.

キ/1)

I was letting you know there is a new GLRI grant coming out that will fund invasives projects...and responding to your previous comment about the need for phrag work in Tuscola.

We've done some phrag work here...Bay County has no money for these projects but we have been able come up with "In- kind" match to make the project work, volunteer hours all count towards match. The purpose of my email was to ensure Tuscola was aware of the new GLRI opening, and I was offering to help Tuscola with putting together a grant proposal and assistance to be able to show whatever match might be needed....But Tuscola would need to have a small work group of key community leaders to spearhead the Tuscola County grant.

We are having a helicopter spray our heavy phrag areas this year..the costs go way down.. About \$120 per acre v. \$450 for land based treatment.

From: Roger Allen [beetman95@yahoo.com]
Sent: Wednesday, July 30, 2014 8:48 AM
To: Laura Ogar; 'mhoagland@tuscolacounty.org'
Cc: Bierlein Matthew; Kirkpatrick Craig; tbardwell@hillsanddales.com;
Trisch Christine
Subject: Re: Phragmites - Saginaw Bay shoreline

Laura, How much is the match?

Roger Allen Tuscola County Commissioner

On Tuesday, July 29, 2014 2:25 PM, Laura Ogar <OgarL@baycounty.net> wrote:

Ok thanks. I'll call him later today.

From: Mike Hoagland [mailto:mhoagland@tuscolacounty.org]
Sent: Tuesday, July 29, 2014 2:04 PM
To: Laura Ogar
Cc: Bierlein Matthew; Kirkpatrick Craig; Roger Allen;

tbardwell@hillsanddales.com; Trisch Christine Subject: RE: Phragmites - Saginaw Bay shoreline

Hi Laura

Commissioners Allen brought forth the idea of Phragmites removal. Please give him a call at 989-513-0773 and discuss the grant potential with him. Thank you for keeping us in mind as you make improvements to Saginaw Bay. As you know the more we can propose to do collectively the better chance we have to leverage state and federal funding.

Your work is appreciated.

Mike

Michael R. Hoagland Tuscola County/Controller Administrator 125 W. Lincoln Caro, MI. 48723 989-672-3700 mhoagland@tuscolacounty.org<mailto:mhoagland@tuscolacounty.org>

From: Laura Ogar [mailto:OgarL@baycounty.net] Sent: Tuesday, July 29, 2014 11:15 AM To: 'mhoagland@tuscolacounty.org'; Roger Allen Subject: Phragmites - Saginaw Bay shoreline Hi Mike, A while ago you had passed along a message from Roger Allen that he'd be interested in doing some Phragmites work on the Saginaw Bay shoreline...are you folks still interested in doing that? There is a grant opening we can apply for that I think we can use some of the Bay County work as in-kind match for Tuscola...at least we can try.. let me know if you are interested.

Laura Ogar, Director Bay County Environmental Affairs and Community Development 515 Center Avenue, Suite 500 Bay City, Michigan 48708 989-895-4135 ogarl@baycounty.net<mailto:ogarl@baycounty.net>

P Before printing this message, please be sure it is necessary.