

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, FEBRUARY 23, 2017 – 8:00 A.M.

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

125 W. Lincoln Street
Caro, MI 48723

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

- 8:00 A.M. Call to Order – Chairperson Bardwell
Prayer - Reverend William Sanders,
Methodist Church, Watrousville, MI
Pledge of Allegiance – Commissioner Young
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (None)
New Business
-City of Caro Web Page Agreement (See Correspondence #2)
-Autopsy Transport Agreement (See Correspondence #3)
-Medical Examiner Software Agreement (See Correspondence #4)
-Veterans Affairs Grant Application - Support Letter (See
Correspondence #5)
-Request to Extend Recycling Land Lease with the City of Caro (See
Correspondence #6)
-Update Regarding New Recycling Location
-Bids for Jail Remodeling Project (See Correspondence #7)
-Vanderbilt Park Grant Agreement (See Correspondence #8)
-Parks and Recreation Commission Vacancy (See
Correspondence #9)
-Region VII Area Agency on Aging Advisory Council Vacancy (See
Correspondence #10)
-Request to Use Courthouse Lawn (See Correspondence #11)
-Payment of Millenia Invoice (See Correspondence #12)
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

YOUNG

Dispatch Authority Board
County Road Commission Liaison
Board of Public Works
Senior Services Advisory Council

Saginaw Bay Coastal Initiative
Local Unit of Government Activity Report
MAC Economic Development & Taxation Committee
Strategic EDC Planning Committee
Jail Planning Committee
Genesee Shiawassee Thumb Works
Region VI Economic Development Planning
Tuscola 2020

BARDWELL

Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Economic Development/Taxation
MAC 7th District
Local Unit of Government Activity Report
TRIAD
Behavioral Health Systems Board
MAC Workers Comp Board

KIRKPATRICK

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
MI Renewable Energy Coalition
MEMS All Hazards
MAC-Environment Energy Land Use
Cass River Greenways Pathway
Local Unit of Government Activity Report
NACO- Energy, Environment & Land Use
Jail Planning Committee
Land Acquisition
Saginaw Bay Coastal Initiative
Tuscola In-Sync

BIERLEIN

Genesee Shiawassee Thumb Works
Human Development Commission (HDC)
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Great Start Collaborative Council
Local Unit of Government Activity Report
MAC Board of Directors
Human Services Collaborative Council
MAC Judiciary Committee
Tuscola County College Access Network
MAC Agricultural Committee

VAUGHAN

Board of Health

Planning Commission

Economic Development Corp/Brownfield Redevelopment

Local Unit of Government Activity Report

Mid-Michigan Mosquito Control Advisory Committee

Parks and Recreation Commission

Tuscola County Fair Board Liaison

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 February 9, 2017 Full Board and Statutory Finance Minutes
- #2 City of Caro Web Page Agreement
- #3 Autopsy Transport Agreement
- #4 Medical Examiner Software Agreement
- #5 Veterans Affairs Grant Application Support Letter
- #6 Request to Extend Recycling Land Agreement with City of Caro
- #7 Bids for Jail Remodeling Project
- #8 Vanderbilt Park Grant Agreement
- #9 Vacancy on Parks and Recreation Commission
- #10 Region VII Area Agency on Aging Advisory Council Application
- #11 Request to Use Courthouse Lawn
- #12 Legal Response to Payment of Millenia Invoice
- #13 Health Department February Report
- #14 Invitation Regarding Bringing Dental Clinic to Tuscola County
- #15 Allegan County Resolution Regarding Revision of Medicare Prescription Drug Bill of 2003
- #16 Celebrating Tuscola's Stars Nomination Form
- #17 January 26, 2017 Road Commission Minutes

#1

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
February 9, 2017 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 9th day of February 2017, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Bardwell

Pledge of Allegiance – Commissioner Young

Roll Call – Clerk Fetting

Commissioners Present: District 1 - Thomas Young, District 2 – Thomas Bardwell, District 3 - Kim Vaughan, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Mike Miller, Andrew Dietderich, Tisha Jones, Steve Roland, Jon Ramirez, Jim Mantey, Art Graff, Mike Pattullo, Carmell Pattullo, Wayne Koper, Norm Stephens, Sheriff Glen Skrent, Undersheriff Bob Baxter, Chris Martinelli, Roger Knight, Jim Block, Jim Miklovic, Shelly McCarty

Adoption of Agenda

17-M-026

Motion by Kirkpatrick, seconded by Bierlein to adopt the agenda as amended.
Motion Carried.

Action on Previous Meeting Minutes -

17-M-027

Motion by Young, seconded by Bierlein to adopt the meeting minutes from the January 26, 2017 meeting. Motion Carried.

Brief Public Comment Period - None

Consent Agenda Resolution -

17-M-028

Motion by Kirkpatrick, seconded by Young that the following Consent Agenda Resolution from the February 6, 2017 Committee of the Whole Meeting be adopted. Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/6/17
- Description of Matter:** Move that the 2016 Treasurer Report be received and placed on file.
-
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/6/17
- Description of Matter:** Move that the Human Development Commission proposal to provide assistance to homeowners to prevent property foreclosure be approved and \$3,000 be authorized for payment from the County Foreclosure Fund for said services. (County Treasurer agrees with funding for this service).
-
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/6/17
- Description of Matter:** Move that the resolution of appreciation for Deputies Roland and Ramirez be approved.
-
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/6/17
- Description of Matter:** Move that Henry Wymore be re-appointed as the Tuscola County representative to serve on the Region VII Area Agency on Aging for a term that expires 12/31/18.

New Business -

-Resolution honoring Tuscola County Sheriff's Department Deputies (matter added) -

Commissioner Bardwell presented the resolutions honoring Deputy Steve Roland and Deputy Jon Ramirez for going above and beyond the call of duty to assist a family in need. He expressed his gratitude to both officers.

-Request for Appointments to Behavioral Health Systems Board -
17-M-029

Motion by Bierlein, seconded by Young that per the recommendation of Behavioral Health System Board of Directors that the following current Board members be re-appointed for three year terms expiring on March 31, 2020: Ms. Paula Cavanaugh, Mr. Daniel Grimshaw, Ms. Joann Helmbold and Mr. Kenneth Partridge. Motion Carried.

-Terminating Concierge Corrections Contract -
Mike Hoagland updated the Board regarding the opinion received from the attorney in regards to terminating the contract.
17-M-030

Motion by Kirkpatrick, seconded by Young that per the recommendation of the Sheriff and Jail Administrator that the Concierge Contract be terminated and the letter of termination as drafted by Corporate Council is authorized to be sent. Motion Carried.

-County Bond Rating Reaffirmed -
Mike Hoagland explained how the County has converted from a Defined Benefit to Defined Contribution Retirement Plan. Also, reviewed were the positive statements that have impacted the bond rating being reaffirmed.

Old Business - None

Correspondence/Resolutions -

- Road Commission minutes included in the board packet.
- Resolution from Bay County included in the board packet. Matter to be added to the next Committee of the Whole meeting.
- Committee of the Whole minutes included in the board packet.

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

Economic Development Corp/Brownfield Redevelopment - Update provided.
Caro DDA/TIFA - Meets next week.
MAC Economic Development/Taxation - Update provided.
MAC 7th District - Update provided.
Local Unit of Government Activity Report
TRIAD -Update provided.
Behavioral Health Systems Board - Members appointed today.
MAC Workers Comp Board - Meets today.

KIRKPATRICK

Board of Health - Update provided.

Community Corrections Advisory Board

Dept. of Human Services/Medical Care Facility Liaison - Tuscola County is in need of foster families.

MI Renewable Energy Coalition - Update provided.

MEMS All Hazards - Meeting scheduled with Enbridge.

MAC-Environment Energy Land Use - Meets tomorrow.

Cass River Greenways Pathway - Update provided.

Local Unit of Government Activity Report - Update provided from the Watertown Township meeting.

NACO- Energy, Environment & Land Use

Jail Planning Committee

Land Acquisition

Saginaw Bay Coastal Initiative

Tuscola In-Sync

BIERLEIN

Genesee Shiawassee Thumb Works - Meets tomorrow.

Human Development Commission (HDC) - Meets next week.

Recycling Advisory Committee - Bylaws will be presented to the Board for approval soon.

Local Emergency Planning Committee (LEPC)

Great Start Collaborative Council - Meets at the end of the month.

Local Unit of Government Activity Report

MAC Board of Directors - Update provided.

Human Services Collaborative Council - Meets in April.

MAC Judiciary Committee - Meets at the end of the month.

Tuscola County College Access Network

MAC Agricultural Committee

VAUGHAN

Board of Health

Planning Commission - Update provided.

Economic Development Corp/Brownfield Redevelopment - Update provided.

Local Unit of Government Activity Report - Townships are discussing solar farms.

Mid-Michigan Mosquito Control Advisory Committee

Parks and Recreation Commission - There is a vacant seat on the Board that needs to be filled.

Tuscola County Fair Board Liaison

YOUNG

Dispatch Authority Board
County Road Commission Liaison
Board of Public Works
Senior Services Advisory Council - Meets in March.
Saginaw Bay Coastal Initiative
Local Unit of Government Activity Report - Update provided.
MAC Economic Development & Taxation Committee
Strategic EDC Planning Committee - Update provided.
Jail Planning Committee
Genesee Shiawassee Thumb Works
Region VI Economic Development Planning
Tuscola 2020

Recessed at 8:46 a.m.

Reconvened at 8:51 a.m.

Other Business as Necessary - None

Extended Public Comment -

-Mike Hoagland read the resolution adopted by the Board regarding wind turbine development.

-Mike Pattullo, Ellington Township - Mike addressed the Board regarding his position on wind turbines as it was stated he was anti-wind. He stated his concern was the ordinance that had been adopted by the Township Board. He is concerned about the health, safety and welfare of the citizens of the township. Mike stated he is not against wind turbines but wants the ordinance to protect the residents not the wind turbine company or leaseholder.

Commissioner Vaughan responded to try to clarify statements that were made at a previous Board meeting. It was not the intention of the Board to single Mike out.

-Chris Martinelli, Bridgehampton Township, Sanilac County, - Chris stated he is not anti-wind but wants to make sure his township implements the ordinance in a fashion to protect the residents. The Thumb area has the shortest setbacks established in the world. He also discussed trespass zoning and specifications cited in the Laurel Report. His township has adopted the second most stringent ordinance within the State of Michigan behind Denmark Township. A 6-month moratorium has been put in place regarding solar farms.

-Wayne Koper, Almer Township - Wayne is concerned about the loss of small communities in our county. He is concerned about the long-term consequences of wind energy.

-Jim Block, Almer Township - Jim questioned clarification from the Bond Rating opinion referenced earlier in the meeting as it stated the county was over-dependent on wind energy. His concern was that was a negative impact on the rating. He shared his experience with the representative from the wind energy company requesting his signature which he declined to sign. Jim referenced cases where the Spicer Group pointed out issues where Nextera's had not followed ordinances.

-Carmell Pattullo, Ellington Township - Carmell is appreciative to hold a local elective office as it has opened her eyes to what her community does and offers as well as the the county officials. She is an emotional person but has her community's best interest at heart.

-Norm Stephens, Almer Township - Norm stated he is pro-setback which does not make him anti-wind. Norm read a variety of comments that have been made by various people regarding wind energy. Norm thanked the Board for their concern and for adopting the resolution as he feels the Board is influential. Norm also informed the Board that Nextera stated it would be \$50,000 to decommission a turbine then changed the amount to \$66,000 and then changed the amount to \$600,000.

-Shelly McCarty, Bridgehampton Township, Sanilac County - Shelly read a letter on behalf of a Tuscola County concerned citizen, Mary Tussey. The letter questioned the benefit the county would realize if the wind farm proceeded. Also, questioned was the airport authority district and funding that was cut. Commissioner Vaughan stated the Board is looking at other ways to generate revenue other than wind turbines and ways to help build communities. The Board is looking four to five years in advance in trying to plan the budget.

Commissioner Bardwell thanked the public for attending and sharing their concerns. He understands this is an emotional topic to those involved and appreciates that.

Meeting adjourned at 10:10 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
February 9, 2017
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 10:12 a.m.

Commissioners Present: Young, Bardwell, Vaughan, Kirkpatrick, Bierlein

Commissioners Absent: None

Also Present: Mike Hoagland, Jodi Fetting, Tisha Jones

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 10:15 a.m.

Jodi Fetting
Tuscola County Clerk

mhoagland@tuscolacounty.org

From: Eean Lee <eean.lee@tuscolacounty.org>
Sent: Friday, February 10, 2017 10:19 AM
To: Karen Snider
Subject: Webpage Agreement
Attachments: CityofCaroWebpageAgreement.pdf

Karen,

Please find attached webpage agreement for redesign and maintenance of your website.

To summarize, redesign is \$1,000 and \$500 hosting billed annually. Your first years bill will be \$1,500 and every year after that is \$500. This includes unlimited updates, fees for hosting and domain registration.

Because of time constraints, the attached agreement has not been signed by the Tuscola County Board of Commissioners. Please understand that no work will be performed, nor is there any obligation is on the County's behalf until this agreement is signed by that board.

If you have any questions, please let me know.



Tuscola County Information Systems

Website Development and Maintenance Agreement
Between Tuscola County Information Systems and the City of Caro

Summary:

Tuscola County Information Systems (hereafter referred to as TCIS) will always do its best to fulfil the needs and meet expectations of the City of Caro. This agreement is designed to define roles and responsibilities of the two parties involved, define the project, and define payment expectations and schedules. TCIS has the best intentions for both parties both now and in the future.

The City of Caro, located at 317 S. State St, Caro, MI 48723, is partnering with TCIS located at 207 E Grant St, Caro, MI 48723 to design and develop a web site for the estimated total price of \$1,000.00 as outlined in our previous correspondence. TCIS will also be supporting the maintenance of the website, per an annual total price of \$500.00 as outlined in our previous correspondence.

Agreement:

The City of Caro: Has the authority to enter into this agreement on its own behalf. The City of Caro agrees to deliver content needed to complete the project in appropriate formats. The City will review all work completed by TCIS, provide feedback and approval in a timely manner. Both parties will be held to deadlines and both parties will set dates together. The City of Caro also agrees to the payment structure defined at the end of this agreement.

TCIS: Will fulfill expectations in a professional and timely manner, meet every deadline that's set and maintain the confidentiality of the City of Caro's business.

Details:

Design

TCIS has created a design that predominantly uses HTML, JS and CSS that is available for preview. (currently hosted at www.carocity.net/new)

Opportunities to review work and provide feedback will be provided. If, at any stage, the City of Caro is not happy with the direction the work is taking, the project will be cancelled and this agreement will be terminated. Should the agreement be terminated before completion, any work will remain property of Tuscola County. Completion of design will be accepted in a project sign off document.

Text content

TCIS is not responsible for writing or authoring any text for the City's new webpage. If new content is needed, it will be provided by the City of Caro. If it is requested of TCIS to author or draft new content, that service will be provided in a separate estimate. Any existing content will be copied and migrated to the new site. Any typos or content proofing will be done by the City of Caro. Corrections will be submitted to Tuscola County helpdesk and processed in a timely manner.

Photographs

The City of Caro should supply graphic files in an editable, vector digital format. It is preferred to supply photographs in a high resolution digital format. If chosen to buy or use stock photographs, TCIS can suggest stock libraries. TCIS disclaims any liability from copyright infringement on photographs provided by the City of Caro.

HTML, CSS and JavaScript

TCIS will deliver web page types developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Desktop browser testing

TCIS will test all work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), and Microsoft (Internet Explorer now referred to as "Edge"). TCIS will make every effort to support older versions of browsers, but compatibility will not be guaranteed for older technologies in this agreement. If the City of Caro needs an enhanced design for an older browser, a separate estimate can be provided for that.

Mobile browser testing

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. TCIS will test work in:

iOS: Safari, Google Chrome
Android 4.x: Google Chrome and Firefox

Currently, Blackberry, Opera Mini/Mobile, Windows Phone or other mobile browsers will not be tested. If the City of Caro requires testing these browsers, a separate estimate can be provided for that.

Technical support

TCIS will host the City's webpage via their account on GoDaddy. TCIS doesn't offer internal website hosting, email or other services relating to hosting. The City of Caro already has a hosting account through GoDaddy on the existing webpage. The new site will leverage this same setup. All fees to host this service will be included in the annual support and maintenance costs. For migration of this account, TCIS will ask for FTP access to current host. TCIS will set up your site on the remote server and provide any documentation for that account. Analytics of the webpage performance will be connected through Google Analytics. A regularly scheduled report can be setup for delivery via email. This report will show (and is not limited to) traffic by age demographic, gender, geo location and devices used.

Changes and revisions

TCIS doesn't want to limit the City of Caro's ability to change their mind. The price at the beginning of this agreement is based on the length of time TCIS estimates needed to accomplish everything communicated. TCIS is happy to be flexible. Once design is accepted and agreement is signed, anything redesigned will be provided in a separate estimate or change order. Once design and implementation are completed, any changes to content will be submitted via email to "helpdesk@tuscolacounty.org". Those changes will also be completed by TCIS technicians in a timely and expert manner.

Legal

TCIS will not be liable to the City of Caro or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages. Finally, if any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

The City of Caro guarantees that all elements of text, images or other artwork provided are either owned by the Township, or that permission to use them has been granted.

When your payment has been accepted, copyright will be automatically assigned as follows:

The City of Caro will own the visual elements created for this project. Source file ownership and finished files will be provided. The City of Caro should keep them somewhere safe as TCIS is not required to keep a copy. The City of Caro will own all elements of text, images and data provided, unless someone else owns them.

TCIS loves to show off our work and share what we've learned with other people, so we reserve the right, with the City of Caro's permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Cancellation

Either party can cancel this agreement with a written 30 day notice. Upon cancellation, no prorated refunds will be given. All purchased deliverables and intellectual property shall remain property of the City of Caro.

Payments

A final invoice will be sent at the completion of the project. That invoice is to be paid promptly and using NET30 billing terms. The City of Caro will agree to the following payment structure.

Service	Frequency	Price
Design new web page and migrate content from old.	One time	\$1,000.00
Annual maintenance, hosting and support of web page.	Annually	\$500.00

Disclaimer

The City of Caro will not transfer this agreement to anyone else without TCIS permission. This contract will remain in place and need not be renewed.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Tuscola County courts.

Signatures

Signed by and on behalf of Tuscola County Information Systems.

Eean Lee, Director of Technology

Date _____

Signed by and on behalf of the City of Caro

Date _____

TUSCOLA COUNTY MEDICAL EXAMINER
1309 Cleaver Road, Suite B, Caro, MI 48723
Russell L. Bush, M.D., M.P.H., Chief Medical Examiner

Phone: (989) 673-1857

Fax: (989) 673-7490

MEMORANDUM

To: Mike Hoagland, Controller – Tuscola County
From: Kathy O’Dell, Medical Examiner Secretary
Date: February 15, 2017
Subject: Autopsy transport Agreement

Recently, we had two funeral homes withdraw their services for transporting a deceased person to McLaren in Lapeer for an autopsy if necessary. Hanlin Funeral Home withdrew in January and Unionville Funeral Chapel is no longer operating.

I am enclosing an Autopsy Transport Agreement for Ware-Smith-Woolever Funeral Home. There are two copies to be signed by the Chairperson of the BOC. This is the same agreement we used a couple of years ago with other area funeral homes to provide transport services. Our MESI keep a list of Funeral Homes available to call for transport. They try to select and call the one closest to the death scene. The agreement states the Funeral Home is willing to accept our Fee Schedule (attached) for payment.

Please return both copies to me after they are signed. I will keep one for our files and forward the other to Ware-Smith-Woolever. If you have any questions, I can be contacted at (989) 673-1857.

Thank you.

Enclosures

TUSCOLA COUNTY OFFICE OF MEDICAL EXAMINER
Russell Bush, M.D., M.P.H., Chief Medical Examiner
Kanu Virani M.D., Deputy Medical Examiner
1309 Cleaver Road
Caro, MI 48723

Phone: (989) 673-1857

Fax: (989) 673-7490

FEE SCHEDULE

Paid to Tuscola County Medical Examiner:

CREMATION PERMIT..... \$10.00

AUTOPSY REPORT FEE:

--No charge for next-of- kin.

--No Charge for law enforcement, physicians, hospitals, etc. involved in treatment of deceased or investigation of death.

--For Insurance Companies, Lawyers, other agencies not involved in treatment of deceased - use County FOIA policy to determine fees.

Paid to Tuscola County Health Department:

DISINTERMENT/REINTERMENT..... \$10.00
(Fee goes to Environmental Health)

Paid to Funeral Homes for Transport:

REMOVAL AT SCENE \$75.00

BODY POUCH..... \$20.00

SHELTERING REMAINS PER DAY \$50.00

LOADING FEE TO TRANSPORT FOR AUTOPSY..... \$50.00

MILEAGE REIMBURSEMENT \$1.25/MILE

NOTE: Removal, Sheltering, and Body Pouch are only reimbursed if the funeral home submitting the bill to the county did not provide the funeral service.

Tuscola County Medical Examiner's Office

Russell L. Bush, M.D. M.P.H., Chief Medical Examiner
Kanu Virani, M.D., Deputy Medical Examiner
1309 Cleaver Road, Caro, MI 48723

Phone: (989) 673-1857

Fax: (989) 673-7490

INDEPENDENT CONTRACTOR AGREEMENT (MEDICAL EXAMINER TRANSPORT SERVICES)

This agreement is made this 1st day of February, 2017, by and between Tuscola County, hereinafter referred to as the "County" and Ware-Smith-Woolever & Co., hereinafter referred to as the "Contractor".

The Tuscola County Medical Examiner has a duty to investigate certain cases involving the death of human beings at the site where the body is discovered. If after an investigation of the cause and manner of death of a human being the Medical Examiner considers further investigation necessary, he/she may request the body to be removed to a morgue of his/her designation.

The County deems it necessary to contract with a person, persons, or an entity whose agents are competent and appropriate for the removal and transport of human remains from the scene of an initial investigation to a location designated by the Medical Examiner or his/her agent.

The Contractor, as a licensed Funeral Home, is competent as a transport service for the appropriate removal and transport of human remains under the direction of the Tuscola County Medical Examiner.

Therefore, it is agreed as follows:

1. That the Contractor shall provide appropriate removal and transport services of deceased human bodies under the direction of the Tuscola County Medical Examiner.
2. That this agreement for transport services is not related to the Contractor's primary business, nor is there any express or implied agreement that the Contractor will provide any service other than appropriate removal of a body from a scene to a morgue under the direction of the Tuscola County Medical Examiner.
3. That the Contractor shall not respond to the scene of any death investigation until requested to do so by the Medical Examiner or his agent.
4. That when requested to remove a body and transport same to a morgue, the Contractor shall be paid per the attached approved Fee Schedule.
5. That the Contractor is responsible for applicable insurance for maintaining their vehicles (no-fault) and liability insurance on their own employees. The Contractor will provide their own employees or agents with appropriate personal protective equipment and assure adequate immunization to help protect them from being injured or acquiring infectious diseases (i.e., Universal precautions related equipment and supplies).


6. That the term of this contract shall begin February 1, 2017. Either party may terminate this contract upon 30 days notice in writing to the other party.
7. The Contractor shall defend, indemnify and hold harmless the County against any and all claims of any nature whatsoever, including damage to property of the County, or any person or injury to or death of any person or of employees or agents of the County arising out of services performed under this Contract. The Contractor hereby assumes responsibility for the performance of such service to the County in this regard shall be coextensive with and as comprehensive as are the same duties owned by the Board of Commissioners to the general public. The County of Tuscola shall also be named as an additional insured on the Contractor's Commercial General Liability insurance.
8. The Contractor shall reimburse the Board, upon demand, for any damages to County property caused by the acts and/or omissions to act by the Contractor, his agents and/or employees.
9. This contract may be renewed at the option of the County with such variations as the parties may agree.

The parties agree that this contract represents the complete understanding between them on the day and year written below:

COUNTY OF TUSCOLA
BOARD OF COMMISSIONERS

CONTRACTOR

Chairperson


Authorized Contractor Representative

Date: _____

Date: February 3, 2017

TUSCOLA COUNTY MEDICAL EXAMINER'S OFFICE

MDiLog versus Canvas (comparison of the two programs)

MDiLog

Canvas

<p>MDiLog is a web based program used across the country by various Counties. It can be accessed at any computer with internet. All screens are available from the original sign-in screen without having to re-enter the system.</p>	<p>Canvas has specific forms created in pdf with fillable areas. The forms are loaded on the iPads used by the MESI. Each form is separate and must be accessed separately by exiting and reentering the system.</p>
<p>MDiLog allows the Investigators to enter death case information as they receive it and save for completing later. When it is complete it is "published". Also, once entered it can be seen immediately by the M.E. Secretary to start the documentation for funeral homes quickly. Organ procurement organizations get automatic referrals, which decreases MESI time and does not allow them to forget about it.</p>	<p>Cases are entered and <u>submitted</u> in order for the M.E. office to view the pdf version of the investigation report. If the MESI, have changes once submitted, they have to start over and complete a whole new report. They don't have access to the original after it is initially closed. Addendums are available as separate documents but involve 'remembering' parts of the original document.</p>
<p>MDiLog is very user friendly with multiple reports, forms, etc. generated with each case entered. Additional reports, if needed, can be commissioned.</p>	<p>Canvas has only the forms created to that point. No additional reports housed within the program can be run from the case investigations.</p>
<p>MDiLog can be accessed by other agencies such as local Law Enforcement, Gift of Life of Michigan, NMS Labs (toxicology), Funeral Homes, M.E. office, etc. The subscription is for the entire County (unlimited users).</p>	<p>Canvas can only be accessed by those who have a subscription (currently 7 users). To see the entire report, it must be printed or view multiple points, getting out of one prior to entry into another.</p>
<p>All data entered is compiled in a data base with other counties to generate various state and federal statistical data. Each county 'owns' their own data and is downloaded in aggregate by the County every five years for permanent archive.</p>	<p>Canvas is specific to the office with the subscription. No information sharing is available without multiple document reports printed from multiple screens to share the entire report information.</p>
<p>The Chief M.E. can access all counties he oversees from one site. The Forensic Pathologist is able to access files as well.</p>	<p>Currently, the M.E. can only access Tuscola County through Canvas. No other counties utilize the Canvas platform.</p>
<p>MDiLog backs-up data every 24 hours and stores all data to "Rackspace" for five years. Then the information can be saved on disk or downloaded to a County site.</p>	<p>Canvas - ??? Not sure how long case documentation is/can be stored on the Canvas servers.</p>
<p>Administrators can rectify inaccurate information and add information to the original report with a Security Access log automatically documenting entry/by whom.</p>	<p>Once reports are in the system, they cannot be altered or changed, even if some information is inaccurate or missing.</p>



OCCUPATIONAL RESEARCH AND ASSESSMENT, INC. SOFTWARE LICENSE AGREEMENT

1. **Welcome; Parties to Agreement.** Welcome to Occupational Research and Assessment, Inc., with offices at 124 Elm Street, Big Rapids, MI 49307 ("ORA"), provider of MDI Log software ("MDI Log" or the "Software"). This Software License Agreement, including all Exhibits ("Agreement") is a legal contract between ORA and the registrant/entity identified on the last page of this Agreement or in the electronic Software registration form ("Customer" or "User").
2. **Effective Date.** This Agreement is effective on the date last physically signed or, if accepted electronically, Customer "signs" and accepts this Agreement and any renewal by (a) clicking "I agree" at the bottom of this Agreement, or (b) clicking "I agree" to any electronic communication at www.mdilog.com (the "Site") inquiring as to acceptance of the Agreement, any renewal, and any amendments.
3. **Entire Agreement.** This Agreement may be updated and modified by ORA from time to time. Those modifications are incorporated as part of the Agreement. Customer will be notified of significant modifications when it logs on or accesses its account. If Customer does not accept the modifications to the Agreement, its sole remedy is to conclude its subscription at the end of the then-current term, or sixty (60) days, whichever is less.
4. **Customer Account: Representations and Warranties; Indemnification.**
 - a. *Content.* To create the case management portfolio, upload video, images, text, sound recordings, and other content ("Content"), and to access some features and services offered by ORA at the Site, Customer must create an account. Customer represents and warrants that:
 - i. its authorized representatives will be the only persons uploading Content and engaging in transactions through that account;
 - ii. it will keep passwords secure;
 - iii. it will notify ORA of any suspected breach of security or unauthorized use of its account;
 - iv. all information provided in connection with its account is accurate;
 - v. it has the right to transact business in the US, and to enter into this Agreement for the use of the Site and the Software;
 - vi. it has the right to upload the Content to the database; possession and use of the Content is lawful; and storage of it by ORA or its third party providers does not violate any state or federal law or violate the rights of any third party;
 - vii. the person signing this Agreement has the actual authority to bind the Customer to its terms and conditions;

- viii. it shall not assign or transfer the account to a third party, and shall not enable access to the account or the Site by persons who are not authorized account holders; and
- ix. communications through the Site (for example, with other users) or the sharing of information must be in the actual name of Customer, shall be consistent with authorized purposes of the Site, and shall be in compliance with all applicable laws.

b. *Use of Content.*

- i. ORA may use the account information, Content, and information ORA collects from Customer's use of the Software and the Site (collectively, "Information") as follows:

1. To investigate and verify proper conduct at the Site and to monitor the security and integrity of the Site.
2. As required by law and/or in response to service of legal process, such as a court order, summons, subpoena, and the like. ORA shall use reasonable efforts to notify Customer in advance of any such disclosure.
3. For Information that is not identifiable to an individual or entity, ORA may use Information as set forth above in (1) and (2), may use aggregate and anonymous Information to enhance the Customer experience at the Site, to understand how the Site is used, to communicate with its Customers about ORA and the Site, and to analyze, develop, and promote its business.
4. For Information that is identifiable to an individual or entity, ORA may use Information as set forth above in (1) and (2), to implement this Agreement, and to communicate with Customer about the Software, the Site, and this Agreement.

- ii. Otherwise, ORA does not share or sell Information.

- iii. Customer can access its account, review the Information that is stored, and revise or delete that Information. Customer will need to email ORA a written request to delete its entire account.

- c. *SuperUsers.* A Customer (such as a governmental jurisdiction) will have only one individual designated as a Super Administrator or "SuperUser." A SuperUser is the medicolegal officer (medical examiner or coroner) of the Customer jurisdiction. The SuperUser will have the sole ability to "activate" and "delete" its delegates under the account established with ORA. The Customer may change the identity of its SuperUser.

- d. *Responsibility for Account.* Upon registering for an account, each User will receive a password and an account designation. Customer acknowledges and agrees that Customer, and not ORA, is responsible for Customer's account and all activities occurring in connection with the use of that account, whether or not User authorizes such activities.
- e. *Indemnification.*
 - i. Customer acknowledges that its account with ORA and its access to the Software and Site is based upon the truth of the promises, statements, and representations made in this Agreement, including the terms of this Section 4. Customer hereby indemnifies, holds harmless, and agrees to defend ORA against all damages, losses, judgments, penalties, expenses, costs, and fees (including reasonable attorneys' fees) incurred by, or awarded or assessed against ORA in connection with any third party (including domestic or foreign governments or agencies) assertion inconsistent with the promises, statements, representations, and warranties. This obligation survives termination of this Agreement.
 - ii. In addition to the obligation of indemnification, above, Customer agrees to use its best efforts to assist ORA in the investigation and resolution of any third party claim or assertion inconsistent with Customer's representations and warranties. Customer agrees to provide such assistance at no charge and promptly upon receipt of notice from ORA of such claim or assertion.

5. Access; Uptime, Security; Release of Liability.

- a. *Importance of Content Backup.* Customer is responsible for downloading and backing up copies of all its Content on a regular basis to ensure that it always has access to its own Content. Although ORA has designed the Site to enable uptime of over 98%, ORA relies upon third parties for power, data storage, server access, software maintenance, system troubleshooting, system security, and other technology services.
- b. *Release of Liability.* ORA agrees to use reasonable measures to support the operation of the Site and provide security for the Content. The Site will occasionally be down (and the Content inaccessible) for testing, upgrading, and maintenance. ORA does not represent that the Site will always be accessible or that Content is 100% secure. Customer hereby releases and agrees not to sue ORA for any loss of Content, inability to access Content, or other damages or claims arising from or relating to the Site and the Software.

- 6. Trial Period; Acceptance/Rejection.** Customer has thirty (30) days to use the Software and determine if the Software meets Customer's needs. If Customer does not notify ORA in writing within those thirty (30) days that it is rejecting the Software, then the Software has been ACCEPTED and Customer is responsible for payment of the license fees. If Customer

rejects the Software, this Agreement is terminated; Customer has no rights to access the Software or stored Content and ORA has no further obligation to Customer. Content will be deleted in the course of the operation of the Site.

7. **AS-IS Warranty.** CUSTOMER AGREES THAT THE THIRTY (30) DAY TRIAL PERIOD IS ADEQUATE TO TEST THE SOFTWARE. ACCORDINGLY, ORA PROVIDES THE SOFTWARE "AS IS," WITH NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ORA does not warrant that the functions contained in the Software will meet Customer's specific requirements, the requirements of Customer's particular industry, will be error-free, or operate without interruption. ORA will use commercially reasonable efforts to correct bugs and maintain the Software.
8. **Sole and Exclusive Remedies.** The remedies provided in Section 7 are the sole and exclusive remedies provided to Customer under this Agreement and are in lieu of all other remedies by contract, by law, and at equity.
9. **Intellectual Property Rights.**
 - a. *ORA Intellectual Property.* ORA retains all intellectual property rights in the Software, including copyrights, trade secrets, trademarks, patents, and "know-how." Customer is granted a limited license to access the Software through the Site and is not granted any right to download the Software, create derivative works, or permit third party access to the Software.
 - b. *Customer Content and Data.* Customer retains the rights applicable to its Content and to data generated through Customer's use of the Software. Customer grants ORA permission to use the data relating to the Content for any lawful business purposes, provided that the data is used either in the aggregate or in a manner that does not otherwise publicly identify Customer, the subjects of investigations, or any nonpublic information. This license is irrevocable, royalty-free, worldwide, and transferable.
 - c. *Third Party.* The Site and the Software may refer to third parties (by name, trademark, links, and the like). ORA makes no representation or warranty regarding such third party products or services and makes no assertion of a business relationship, affiliation, endorsement, or sponsorship by such third parties unless expressly stated on the Site.

10. Term; Fees and Payments.

- a. *Subscription Basis.* Software access is provided on a subscription basis. Customer shall pay the applicable Software license fees (see mdilog.com/pricing or Exhibit A), including fees based upon the number of individuals within Customer who have access to the Software and the data storage needs applicable to Customer. ORA may adjust fees from time to time, with advance notice to Customer.
- b. *Base Services and Additional Services.* Certain services are provided as part of the "base" subscription and other features (e.g., automated data transfer from MDILog to organ donation agencies, data export for automated upload into State/County death certificate data) are provided for an additional fee. For Customers with SuperUsers, only a SuperUser can order such additional features.
- c. *Term; Renewal.* Customer shall select the term of the Software license (quarterly, yearly). The term shall automatically renew unless either party gives written notice to the other at least ten (10) days prior to end of the then-current term of an intent not to renew, or unless terminated in accordance with Section 13. If Customer uses a credit card for payment of its Software license fee, it hereby authorizes ORA to charge such card for each term of use.
- d. *Additional Services.* Customer may purchase additional services from ORA at the then-current hourly, *per-diem*, or per-project rate. Customer shall pay all travel and living expenses of ORA representatives associated with any meetings, implementation, training, technical support, or other on-site visits. ORA may request that Customer prepay travel expenses. If ORA investigates any Customer technical problems with the Software and the problem is found to be caused by operator error, unauthorized modification, tampering, or other cause not inherent in the Software, ORA reserves the right to charge for its services at its then-current technical service rates.

11. Limitation of Liability for Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ORA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION LOSSES, OR LOSS OF DATA, RESULTING FROM THIS AGREEMENT, ACTIVITY AT THE SITE, THE OPERATION OF THE SOFTWARE, OR ACTIONS BY THIRD PARTIES, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING EXPRESS CONTRACT, IMPLIED CONTRACT, NEGLIGENCE, WARRANTY, OR MISREPRESENTATION, AND WHETHER OR NOT ORA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIRECT DAMAGES ARE LIMITED TO THE AMOUNT OF THE SOFTWARE LICENSING FEES PAID IN THE PREVIOUS TWELVE (12) MONTHS. As used in this section, "ORA" includes ORA, its officers, directors, employees, contractors, agents, affiliates, related business entities, successors, and assigns.

12. Integrity of the Site. Customer shall not take any action to interfere with the operation of the Software or the Site, to attempt to copy its underlying technology, to upload other computer

programs, or copy Content other than Customer Content. Customer agrees not to use any automated software (crawlers, robots, bots, spiders, extractors, etc.) at the Site; circumvent, disable or otherwise interfere with security-related features or digital rights management functions at the Site; or hack, reverse engineer, or disable any technology at the Site.

13. Termination of Services; Termination of Agreement.

- a. *Suspension of Access to Content.* In the event of a material breach that is uncured, response to legal process, concern for the integrity of the Site, reasonable suspicion of improper conduct at the Site, or other good faith belief, ORA may suspend or terminate an account, remove or limit access to Content, or limit services to which an account holder has access, and shall use reasonable efforts to provide prior notice to an account holder.
- b. *Material Breach.* Either party may terminate this Agreement if there is a material breach by the other that is not cured within thirty (30) days after receipt of written notice of such breach. Without limitation, failure to pay fees when due, and/or use of the Software inconsistent with this Agreement, and/or information or conduct inconsistent with Customer's representations and warranties, are material breaches. Upon termination, Customer is responsible for ensuring that it has possession of its Content and all data generated by it in connection with the use of the Software. Termination shall not affect the obligation of Customer to pay any fees and expenses owing as of the date of termination.
- c. *Customer Termination Without Breach.* At any time, Customer may terminate its account, cease using the Software, or delete account information. Customer may take such actions with or without prior notice to ORA and without any liability to ORA other than payment of Software license fees through the date of termination or the applicable licensing period, whichever is longer.
- d. *Termination of Access.* Upon termination of this Agreement ORA may block access to or delete uploaded Content.
- e. *Survival.* The following Sections survive termination: 4(e), 5(b), 7-9, 11, 14.

14. The Site and Software are Located in and Delivered from Big Rapids, Michigan, USA.

This Agreement is entered into, performed in, and based in Big Rapids (Mecosta County), Michigan, USA. The Site does not give rise to personal jurisdiction over ORA, either specific or general, in jurisdictions other than Michigan. This Agreement shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. Any claim or dispute between Customer and ORA that arise in whole or in part from the Software or this Agreement shall be decided exclusively by a court of competent jurisdiction located in (or having jurisdiction over) Big Rapids, Michigan.

15. No Implied Waiver. No waiver by ORA shall be implied. Any waiver of any term of this Agreement must be in writing and signed by an officer of ORA.

16. Severability. If any portion of this Agreement is found to be unenforceable, such portion will be modified to reflect the parties' intent set forth in such portion and only to the extent necessary to make it enforceable. The remaining provisions of this Agreement will remain in full force and effect.

17. International Considerations. ORA makes no representations that the Site or Software is appropriate or available for use in locations other than the United States. Those who access or use the Site or use the Software from outside the U.S. do so at their own volition and are responsible for compliance with applicable laws.

18. Assignment. ORA may assign, subcontract, delegate, and transfer its rights and obligations under this Agreement to a third party. Customer may not assign or transfer its account.

19. Notices. ORA may provide Customer with notices, including those regarding changes to ORA's Software License Agreement, by email, first class mail, or postings to the Site. Notice is deemed given upon the earlier of (i) actual receipt, (ii) twenty-four (24) hours after an email is sent, (iii) three (3) days after first class mail is deposited with the U.S. Postal Service, or (iv) thirty (30) days after a notice is posted to the Site.

20. Force Majeure. It shall not be a material breach of this Agreement, and neither party shall be liable to the other, if prevented from performing its duties or responsibilities under this Agreement by reason of any fire or other casualty, acts of God, earthquake, floods, explosions, interrupted power supply, sabotage, war, riots, acts of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; strikes, court orders, laws, regulations, or orders of government or military authorities; or any other cause not within the control of such party whose performance is delayed.

21. Option to License Software Copies. If Customer desires to license a copy of the Software to reside on Customer's own servers, please contact ORA for license terms and fees

AGREED AND ACCEPTED:

Occupational Research and Assessment, Inc.,

TUSCOLA COUNTY
Customer Legal Name

Signature

Signature

Printed Name

THOMAS BARDWELL
Printed Name

Title

BOARD CHAIR
Title

Date: _____

Date: _____



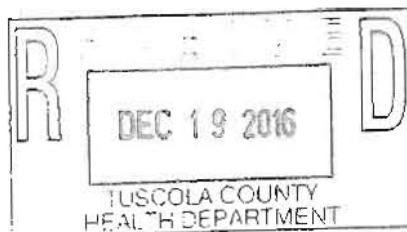
STATE OF MICHIGAN
MICHIGAN VETERANS AFFAIRS AGENCY
LANSING

RICK SNYDER
GOVERNOR

JAMES ROBERT REDFORD
DIRECTOR

December 15, 2016

Mark Zmierski
1309 Cleaver Rd.
Suite B
Caro, MI 48723



Re: County Incentive Grant Award

Dear Mr. Zmierski

Congratulations! Tuscola County has been selected to receive a financial award from the Michigan Veterans Affairs Agency, based on your proposal to enhance its veteran service provision.

The total amount of the award is a one-time payment of \$15,000 which will be electronically transferred once our agency receives the following information which needs to be submitted by Friday, June 30, 2017:

- A signed letter from the Chairman of Tuscola County's Board of Commissioners or the County Administrator stating the county is accepting the grant funds of \$15,000 for a new full time accredited veteran service officer. This letter must also include: Name of County Treasurer (individual responsible to receive the funds), Federal Tax ID, Transmittal routing and account numbers, and the County's billing address
- Signed letter from the Director of the County's Department of Veterans Affairs stating which Michigan Public Act their CDVA is formed under and if their county is levying a mileage for the Veterans' Relief Fund (PA 214 of 1899) and how much
- The General Counsel's Accreditation Letter and employment contract for the Veterans Service Officer

If you have questions or need additional information please contact your local Regional Coordinator, Kate Logan, by phone at (248) 978-2513 or by email at logan@micounties.org.

Sincerely,


James Robert Redford
Director



VA Accreditation Program (022D)
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccrreditationmailbox@va.gov

In Reply Refer To:
022D-67816

September 17, 2016

Ana M. Farris
National Association of County
Veteran Service Officers
346 Main Street, Room 102
Reading, PA 19602

Dear Representative Farris:

We are pleased to welcome you as a Department of Veterans Affairs (VA) accredited representative of National Association of County Veteran Service Officers (NACVSO) for the preparation, presentation, and prosecution of claims for veterans' benefits.

Your VA accreditation may be verified at any time through our publically available accreditation search located at: www.va.gov/ogc/apps/accreditation/index.asp. Upon your receipt of this letter, please review your contact information on our webpage to ensure its accuracy. If corrections or updates are necessary, please contact our office immediately.

Your accreditation is an honor that carries certain responsibilities. As an accredited representative, you may inspect the claims folder of any claimant from whom your organization has a proper power of attorney, but you must observe the limitations imposed by VA regulations in disclosing information to the claimant and others. With respect to these veterans' records, you occupy a very confidential position, and we rely on your integrity. In addition, other responsibilities that you have acquired through your VA accreditation are mentioned in the VA regulations governing representation of claimants, 38 C.F.R. § 14.626 through 14.635, which include VA's standards of conduct for accredited individuals. Please note that pursuant to section 14.629(a), NACVSO must recertify that you continue to meet the criteria for accreditation every five years.

As a representative of NACVSO, you may register with VA's Stakeholder Enterprise Portal (SEP), which is a single, secure computer entry portal that provides external stakeholders remote access to web-based systems that are valuable in assisting claimants. The SEP system is designed to help you better serve the individuals that your organization represents. For guidance on how to set up your SEP access, visit: www.sep.va.gov/sep/web/guest/login.

We appreciate your commitment to serving veterans.

Sincerely yours,

Christa A. Shriber
Christa A. Shriber
Deputy Chief Counsel



TUSCOLA COUNTY HEALTH DEPARTMENT

Phone: 989-673-8114

1309 Cleaver Road, Suite B, Caro, MI 48723-9160

Fax: 989-673-7490

Russell L. Bush, M.D., M.P.H., Medical Director

www.tchd.us

Ann Hepfer, R.N., B.S., Health Officer

February 1, 2017

Michigan Veterans Affairs Agency
222 N. Washington Square
Lansing, MI 48909

Re: Ana Farris

This letter is verification that Ana Farris started in her position as Veteran Affairs Assistant for Tuscola County on February 29, 2016. In this capacity she will be working 1000 hours or more annually. If you need any further information, I can be contacted at 989-673-8117.

Sincerely,

A handwritten signature in cursive script that reads "Ann Hepfer".

Ann Hepfer, R.N., B.S.
Health Officer

AH/ko

Tuscola County Veterans Affairs
1309 Cleaver Road Suite B
Caro, Michigan 48723

February 16, 2017

The Tuscola County Veterans Affairs Office is operated under Michigan Public Act 194. Our county does not levy a millage for the operation of the Veteran's Relief Fund. Our county passed a millage for the operation of the Tuscola County Veterans Affairs Department which was effective January 1, 2016 for a period of six years. Money is available for the operation of the Veteran's Relief Fund through this millage. If you have any questions please do not hesitate to contact me.

Respectfully,



Mark D. Zmierski

SCPO USN Retired

Tuscola County Veterans Affairs Director

1309 Cleaver Road Suite B

Caro, MI 48723

Email: mzmierski@tchd.us

Phone: (989) 673-8148

Secure Fax: (989) 673-7490

mhoagland@tuscolacounty.org

From: Mike Miller <mmiller@tuscolacounty.org>
Sent: Wednesday, February 15, 2017 12:04 PM
To: Caro Manager; caroclerk@centurytel.net
Cc: Mike Hoagland
Subject: Tuscola County Recycling

Hello, I know that the Clerk and the Mayor spoke to Mr Hoagland regarding our lease. We would not expect to be relocated to the old Riverview location before the fall of this year. We are still trying to get all the I's dotted and T's crossed on all the items needed for our closing on the land. We then will need to make renovations to the building. So all this will take longer than expected.

I would like to request that our lease with the City be extended through December 31, 2017. Our current extension is through the end of February 2017.

I believe this will provide us the time needed to complete the move.

If you have any question please feel free to contact me.

Mike Miller
Tuscola County Recycling

mhoagland@tuscocounty.org

From: Mike Miller <mmiller@tuscocounty.org>
Sent: Thursday, February 16, 2017 4:11 PM
To: Mike Hoagland
Subject: Jail Bids
Attachments: 02162017 Jail bids.pdf

Good afternoon, we had the bid opening for the jail projects and attached is the bid tabulation sheet.

I have sent this to Landmark and have asked them to review. I will be reviewing them next week also.

The next Board meeting is February 23, I believe that I will be ready to discuss with the Board, but we may want to meet with the one of the Finance chairs and Building and Grounds. They may have questions we could answer before the meeting.

Of we can wait till the Committee meeting in March.

I will let you discussed with the Board and see how they would like to proceed.

Mike Miller

mhoagland@tuscolacounty.org

From: mirecgrants-noreply@michigan.gov
Sent: Friday, February 17, 2017 3:21 PM
To: mhoagland@tuscolacounty.org
Subject: DNR Project Agreement Issued for RP16-0064

RP16-0064 - Vanderbilt County Park and Campground Improvement Project

Dear

Department of Natural Resources (DNR) Grants Management is pleased to offer you a project agreement for your Recreation Passport Grant Program (RPGP) development project. Before you execute the project agreement, we would like to remind you of certain obligations that come with a RPGP grant.

Receiving a grant from the RPGP requires an agreement between the DNR and your local government. As the grantee, you are responsible for taking all actions necessary to complete the project. All communication on this project must occur between the local government representative and DNR Grants Management as directed in the agreement.

Using the MiRecGrants online system you can view your project agreement that describes the purpose and scope of the development project, as well as the responsibilities you are committing to undertake by accepting this grant, including the long-term obligation to commit the project area to public recreation for the anticipated life of your project.

For details on the required supporting documentation to accompany your project agreement, please review the "Development Project Procedures" booklet is available on our website: www.michigan.gov/dnr-grants. Under "Available Grants" click on "Recreation Passport Grants". Under "Grantee Information" arrow down to "Development Project Procedures Booklet" and click "GO".

TO REVIEW YOUR PROJECT AGREEMENT DOCUMENT IN MiRecGrants:

1. Log into the MiRecGrants website
2. Click on the blue "My Grants" tab
3. Click the execute button
4. Click on your underlined project number (Ex: RP14-001)
5. Click on the View Forms button
6. Select the underlined text "Project Agreement"
7. On the agreement page, select the blue link on the top of the page "Click Here to view the Project Agreement"
8. Sign the signature page, scan & upload this signature page for DNR review

NOTE: Project agreements must be executed by the DNR prior to incurring project costs, including expenditures of matching funds, with the exception of engineering costs as described in the "Development Project Procedures" booklet.

REQUIRED UPLOADS TO ACCOMPANY YOUR EXECUTED PROJECT AGREEMENT:

- Legal description of the project area
- Boundary map of the project area, OUTLINED IN RED, signed and dated
- Certified resolution of your local governing body accepting the grant

We are looking forward to working with you on completion of your project and know it will be a valuable addition to Michigan's recreation estate. If you need any assistance or have any questions, please do not hesitate to contact us. Questions and correspondence should be directed to your Grant Coordinator.



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

Project Number: RP16-0064

Project Title: Vanderbilt County Park and Campground Improvement Project

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

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

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

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Seventy-Five (75%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RGP sign in compliance with Section 7(j) of this Agreement.

7 The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Thousand Six Hundred (\$3,600.00) dollars** in local match. This sum represents **Twenty-Five (25%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. All projects with a total project cost of \$15,000 or greater shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

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

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

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

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

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

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

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

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

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

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

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

Approved by resolution (true copy attached) of the _____

(date)
_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED

By _____

Print Name: _____

Title _____

Date _____

Grantee's Federal ID#

00-0000000

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By _____

Title: Manager, Grants Management

Date _____

SAMPLE RESOLUTION
(Development)

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

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

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

The following aye votes were recorded _____

The following nay votes were recorded. _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the

Signature

Title

Date

Dec 18

#9

TUSCOLA COUNTY BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Print Form

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

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

Parks & Recreation

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

First Name*

Terri

Middle Initial*

Last Name*

Eden

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

If yes, provide names and explain:

Terri Bell (maiden name)

Home Address

745 E. Hoppe Road

City

Unionville

Zip

48767

Township

Columbia

County

Tuscola

Employer Name:

Nexteer Automotive

Employer Address

3900 E. Holland Rd

City

Saginaw

Zip

48601

Position Title

IT Operations Analyst

Work Number*
(10 digit)

989 757-3112

Home Number*
(10 digit)

989 274-4371

Cell Number
(10 digit)

989-274-4371

Email

terriymeden@gmail.com

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

Are you a United States Citizen? Yes No

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

see Resume

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

see Resume

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

Ordained Minister/Wedding Officiant through Universal Life Church

What special skills could you bring to this position?

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

Previous government appointments:

none

Please provide us with the names of your:

State Senator

State Representative

County Commissioner

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

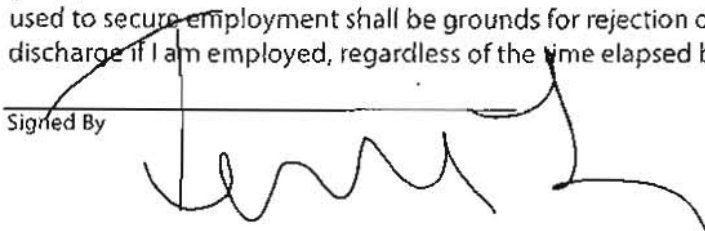
Age Political Affiliation Military Service

Spouse or Partner's Name

CONSENT AND CERTIFICATION

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

Signed By



Print Form

EDUCATION

Northwood University June 1999

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

Allegra Learning Solutions November 2014

- Certificate in Complementary & Alternative Medicine

WORK EXPERIENCE

IT Operations at Nexteer Automotive June 1999 – current

Google Apps for Business System Administrator (Certified Google Apps Admin)

VPN Remote Access System Administrator

IT Request Tracking System Administrator (Service Anywhere)

Conferencing and Conference Room Administrator

- Mobile device management for the site including daily support & education

Manage and develop our IT Support websites including document creation

Develop and distribute global IT communications and bulletins

- Develop and present various IT training sessions

- Assist in IT project planning and project deployments & migrations

- Manage a team of departmentally-based IT Coordinators

- Vendor Management

- Assist in IT-related Legal activities

- Provide customer support from the basic end user to the Executive Board of Directors

- Earned Six Sigma Greenbelt Certification

- Attended several training classes including Investment in Excellence from

Pacific Institute, Myers-Briggs Personality Assessment, and Conflict Resolution

LIFE SKILLS & HOBBIES

- Owner/Operator of a small hobby farm (www.brokenassranch.com)

Working to gain my Permaculture Designer Certification

Reiki Level II working towards Reiki Master

Yogi. I also enjoy Qigong/Tai Chi, Zumba and Pilates

Working towards my Yoga Teaching Certification

- Family Historian/Genealogist

Certified Wildlife Habitat member through National Wildlife Federation

Member of Thumb Land Conservancy and the Arbor Day Foundation

- Manage several social media community pages

- Wellness Advocate for Doterra essential oil products

Consultant for Young Living essential oil products

- viaOneHope Cause Entrepreneur

- PetPro for pawTree pet products

- Proud mom of several shelter pets

Ordained Minister through Universal Life Church

- Advocate of animal rights & the human-animal bond

- Animal training novice (dog, goat, donkey, horse)

- Studying to take the Certified Wildlife Rehabilitator exam

- Team Beachbody Coach

- All things ecofriendly, sustainable and regenerative





Application of Interest
for
Region VII Area Agency on Aging
Advisory Council Non-represented Preferred Areas

If you are interested in serving on the Region VII Area Agency on Aging Advisory Council in a preferred area, please complete this application and submit it to the Board of Commissioners, attention _____, no later than February _____, 2014.

(Please Print)
Name: Ralph Basch
Address: 359 Phelps St PO Box 152
City: Unionville MI Zip: 48767 County: Tuscola
Phone: 989 474 2349 Home 989 412 3923 Work Cell

1. Describe your Community/Volunteer membership(s):

Pres. Gateway Sportsman 9 yr
Commander Post 921 American Legion 1 term
Town Council 3 Terms - 37 yr. GM

2. Please state briefly why you wish to serve on the Region VII Area Agency on Aging Advisory Council.

I think I may be helpful in giving feed-
back from the Community Seniors

3. Please list which preferred area you are applying for:

- Provider of Veterans health care
- Representative of social service provider
- Person in great social & economic need
- Representative of health care provider
- Representative of nutrition provider
- Labor Representative

4. Any additional information you would like to share (such as public recognitions, certificates or honors, etc.):

Was Benefit Rep for Bay City GM Plant
Had many Union Rep Jobs H & S



National Day of Prayer

P. O. Box 289 Caro, MI 48723
(989) 673-2500 (cell 989-545-0279)

February 17, 2017

Board of Commissioners (672-3700)
125 W. Lincoln Street
Caro, MI 48723

Dear Chairman of the Tuscola Board of Commissioners:

This is our annual request to hold the National Day of Prayer gathering on the Tuscola County courthouse lawn on Thursday, May 4, 2017. We plan to meet at 12:00 noon until 1:00 p.m.

We also request permission to put up our banner a few days ahead as we have done in the past; as well as to put up a tent for the event. (The tent would go up the day before or the morning of the event and taken down that day or the next.)

As previously, we would need your approval for the use of an electrical outlet for a portable sound system and the building codes department. We will pick up any paper trash left behind.

If you have any questions, please call me at 989-545-0279. Thank you.

Sincerely,

Nancy Matuszak

Nancy Matuszak
National Day of Prayer Volunteer Coordinator



BRAUN KENDRICK
ATTORNEYS AT LAW

CLAYTON J. JOHNSON
Attorney
TEL: 989.399.0606
FAX: 989.799.4666
EMAIL: clajoh@braunkendrick.com

 **DRAFT**

February 21, 2017

VIA FIRST CLASS MAIL - RETURN RECEIPT REQUESTED, and
VIA FACSIMILE TO (888) 778-0054

Century Link
Attn: Legal Department
1801 California Street, #900
Denver, Colorado 80202

RE: TUSCOLA COUNTY, MICHIGAN: ISDN-PRI SERVICES

Dear Sir or Madam:

This Firm represents Tuscola County, Michigan (hereinafter, the "County") with regard to its relationship with Century Link. The County has utilized various services through Century Link over the years, and continues to do so.

During the past year, the County's Information Systems Department worked extensively with Century Link to utilize Century Link's ISDN-PRI services (the "Services") in support of the County's telephone system. Unfortunately, only after the incursion of significant time and expense, it was mutually determined by Century Link and the County that Century Link's infrastructure is unable to provide the Services. The County has been forced to arrange with an alternative provider of these services, which are functioning properly.

Although Century Link's "Local Terms of Service," at Section 3.1(B), describe the ISDN-PRI Service as including 23 B-Channels, plus one D-Channel, Century Link failed to provide a working D-Channel, which rendered the Services unreliable and unusable. This failure resulted in repeated and alarming disruptions in telephone service to many County offices and departments, including the courthouse and the jail.

Attached is a copy of the invoice ("Invoice") received by the County from Millenia Technologies, a provider of the County's telephone hardware, for professional services in the process of troubleshooting these issues, reflecting at total of 131 hours in attempting to make the Century Link Services usable. The County's Information Systems Director also expended an equal amount of time in this effort.

The County hereby requests that Century Link provide payment to the County in the amount of \$8,187.50 to cover the amount of the Invoice. This amount reflects the 50% reduction that the County obtained

{S1351347 DOCX.1}

BRAUN KENDRICK FINKBLINER PLLC
3000 South State Street, Suite 2000, Ann Arbor, MI 48103-3212
BRAUNKENDRICK.COM

SAGINAW
TEL 989.631.2100
FAX 989.799.3600

MIDLAND
TEL 989.631.1007
FAX 989.631.0950

MT PLEASANT
TEL 989.775.7600
FAX 989.775.3750

Century Link, Legal Department
February 21, 2017
Page 2

through discussions with Millenia Technologies, and does not include a request for recovery of the expenses associated with the approximately 130 hours devoted by the county's Information Services Director to troubleshooting the defective Services.

We trust that Century Link will recognize the mutual benefit to the parties in avoiding the expense and distraction of an ongoing dispute regarding this matter. We hope to preserve the long and ongoing relationship between Century Link and the County.

Please respond to me directly regarding this matter by March 7, 2017.

Sincerely,

 **DRAFT**

CLAYTON J. JOHNSON
Braun Kendrick Finkbeiner P.L.C.

cc: Mr. Gary Trombley, Global Relations Manager, Century Link Government
Mr. Michael Hoagland, Tuscola County Controller
Mr. Eean Lee, Tuscola County Information Systems Director

mhoagland@tuscocounty.org

From: Eean Lee <eean.lee@tuscocounty.org>
Sent: Wednesday, February 22, 2017 11:32 AM
To: Mike Hoagland
Subject: voip summary
Attachments: VOIPSummary.pdf

Mike,

Per your request, please find attached summary of events pertaining to the CenturyLink request for reimbursement.

Please let me know if you have any further questions.

Thanks.

Definition of roles:

ShoreTel - Manufacturer of voice system and telephones

Millennia - Reseller of ShoreTel and installation team

CenturyLink - Telephone company and PRI provider

TelNet - PRI Provider

TCIS - Tuscola County Information Systems - General county support

Summary:

New ShoreTel voice system was installed by Millennia leveraging existing PRI from existing Avaya voice system. A decision was made to move away from Avaya phone system because of cost and because of how difficult it was to manage the system. A second PRI was installed to a separate 2nd physical location to provide redundancy in the event 1 circuit was cut. Immediately, the redundant 2 PRI setup was found to be incompatible as the equipment from CenturyLink would not support the failover nor would it send the appropriate messages to the ShoreTel system for it to handle the failover itself (this is not industry standard practice). CenturyLink released Tuscola County from the 2nd PRI contract as the circuit did not perform as expected. On the legacy (original) CenturyLink PRI, the ShoreTel system was seemingly functional but it was shortly discovered by technicians from Millennia and TCIS that the D Channel dropping regularly. This would result in phone calls being abruptly terminated and incoming calls to no longer be connected. Significant hours were spent troubleshooting with CenturyLink, Millennia, and TCIS. During troubleshooting, CenturyLink insisted their connection was not faulty and this was the fault of the ShoreTel system. A month after initial cutover date to ShoreTel, service could not be improved and TCIS was instructed by CenturyLink to find a new provider. A new PRI circuit was ordered through TelNet. The initial switch to new TelNet circuit completely resolved the D Channel issues and phone system stability was achieved. Porting the phone numbers from CenturyLink to TelNet was not completed in a professional or timely manner. Many telephone numbers were not released through CenturyLink's database causing dead air phone calls to county public services (courthouse and clerk's office to name a few) and resulted in more follow up phone calls from TCIS, Millennia, and TelNet. As of 1/4/2017 issues are resolved and phone system is working appropriately. Millennia has invoiced Tuscola County with an invoice for 131 professional service hours for troubleshooting the faulty PRI from CenturyLink. Millennia issued a customer courtesy credit of 50%. Tuscola County owes \$8,187.50.

Timeline of events:

August 10, 2016 - Work begins with CenturyLink troubleshooting faulty PRI

September 6, 2016 - CenturyLink releases contract for 2nd PRI due to "infrastructure will not support that failover capability, thus will not deliver the intended redundancy"

September 29, 2016 - PRI agreement entered into with TelNet

October 5, 2016 - Request to disconnect legacy PRI from CenturyLink

Jan 5, 2017 - All issues with CenturyLink deemed satisfactory (not fully resolved).

Tuscola County Health Department
Board of Commissioners Monthly Report for February 17, 2017
 Ann Hepfer RN, B.S Health Officer

Outcomes for the Month:

1. TCHD Performance Management Plan 2017/18 :

- ❖ **First Objective: Focus on Health Determinates.**
 Increase the number of children receiving immunizations by 1/2% per year as measured by the percent of children 24-36 months who are fully immunized.
Currently on 12/2016 Tuscola County is at 79% for 19-35 months fully immunized.

- ❖ **Second Objective: Focus on Health Determinates.**
 - a. Increase the percentage of adults who are vaccinated against Zoster (60+yrs) on
Currently 1/1/17 percentage 22.4%.

 - b. Increase the percentage of adults who are vaccinated against PPSV
 Pneumococcal polysaccharide vaccine (PPSV)—the latest Or Pneumovax 23
 (PPV-23), **Currently** 1/1/17 percentage was at 30.5%

 - c. Increase the percentage of adults who are vaccinated against Tdap (19-64)
Currently 1/1/17 percentage was 31.1%

 - d. Increase the percentage of adults ages 60+ who are vaccinated against Zoster,
Currently 1/1/17 percentage was at 22.4%

 - e. Increase the percentage of adults ages 18 yrs + who are vaccinated against the
 Flu, **Currently** 1/1/17 percentage was at 25.9%

- ❖ **Third Objective: Focus on Workforce.**
 Over the next two years the Tuscola County Health Department staff will have a comprehensive understanding of their Core competencies for Public Health Professionals. Job descriptions will be updated to include the Core Competencies for Public Health Professionals.
Currently on 2/14/17 we have no data, this is an area of deficit.

- ❖ **Fourth Objective: Focus on Community Involvement**
 TCHD will continue to improve its communication with community by keeping website up to date, using methods of social media communication in a responsible way, ensure that health department reports, emerging public health Issues, Community Health Indicators and any health status reports are posted in a timely manner. **Currently:** Less than 10% of clients use TCHD social media pages.

Issues under consideration by the Local Health Department:

- ❖ **State Budget Issues:** Currently Public Health has been held harmless in the Governor's current budget release. That could change is they need to use General

Funds to cover the cost of Health Care related to any changes in the Healthy Michigan Funds.

- ❖ **CDC National Center for Health Statistics:** Tuscola County has randomly been selected to participate in a national health survey. CDC National team is planning on conducting this survey of 435 residents in Tuscola County between the months of June-September 2017. There will be more information available next month as to how, where and how these surveys are conducted.

- ❖ **Michigan Thumb Public Health Alliance:** We received funding from Michigan Department of Health and Human Services to continue our work as an Alliance (Huron, Lapeer, Sanilac, and Tuscola Health Departments). Objectives in this round of funding include feasibility of using the Telehealth model with our Medical Director Services, purchasing new Polycoms that will allow a six county bridge, the purchase of conference calling phones to enhance our meeting capabilities, scanning of the environmental health well logs to make them electronically available to the sanitarians in the field, the Nursing programs working across county lines to stream line our standing orders, and many other objectives relating to Alliance infrastructure.

Issues to be brought to Board of Commissioners:

- ❖ **FYI see data sheets regarding health and poverty data in our county. From Kids Count in MI 2016 profile. Please note data is usually behind by one year. This data can be found at www.mlpp.org**

TUSCOLA

BACKGROUND INFORMATION

(ALL DATA ARE FOR 2014 UNLESS OTHERWISE NOTED)



ECONOMIC CLIMATE	COUNTY	MICHIGAN
Unemployment	8.5%	7.3%
Median household income (2013)	\$41,441	\$48,200
Average cost of full-time child care-month (2015)	\$517	\$544
- Percent of full-time minimum wage (2015)	36.6%	38.5%
Percent of young children ages 0-5 in Michigan families where all parents work	67.8%	66.9%

POPULATION	2014	2013	% CHANGE
Total population	57,074	54,263	+4.9%
Child population 0-17	13,554	11,773	+15.1%
- Ages 0-5	3,908	3,306	+18.4%
- Ages 6-12	5,018	4,624	+7.9%
- Ages 13-17	4,628	3,843	+17.0%
Child population by race			
Hispanic 0-17	530	660	-24.5%
Non-Hispanic 0-17			
- White	12,486	10,676	+14.5%
- African-American	360	287	+20.3%
- American Indian	122	91	+25.4%
- Other	56	59	-5.4%

FAMILY AND COMMUNITY

	NUMBER	PERCENT	MIRATE
Births to moms without high school diploma or GED	59	10.9%	13.8%
High poverty neighborhoods	0	0.0%	17.1%

ACCESS TO HEALTH CARE	NUMBER	PERCENT	MIRATE
Children with health insurance	11,495	95.7%	95.7%
Children, ages 0-18, insured by...			
- Medicaid ¹	5,588	44.9%	39.2%
- MICHild ²	243	1.9%	1.5%
Fully immunized toddlers, ages 19-35 months (for the series 4:3:1:3:3:1:4) ³	636	73.9%	73.8%
Lead poisoning in children, ages 1-2			
- Tested	650	55.4%	37.6%
- Poisoned (% of tested)	1	-	1.7%
Children, ages 1-14, hospitalized for asthma (rate per 10,000) ⁴	5	-	14.2
Children with special needs			
Students in Special Education ⁵	1,481	16.9%	13.6%
Children receiving Supplemental Security Income (rate per 1,000) ⁶	244	20.7	21.2
Children, ages 0-3, receiving Early On services (ISD totals)	60	3.9%	2.6%

FAMILY SUPPORT PROGRAMS	NUMBER	PERCENT	MIRATE
Children receiving...			
- Subsidized child care, ages 0-12 ¹	179	2.3%	1.9%
- FIP cash assistance ^{1,3}	192	1.5%	2.4%
- Food Assistance Program ^{1,4}	3,488	28.0%	26.0%
- Women Infants and Children (WIC)	1,862	69.3%	52.0%
Children with support owed	2,615	20.1%	20.6%
- Receiving none (% of those owed)	327	12.5%	27.5%
- Receiving less than 70% of amount	1,357	51.9%	62.8%
- Average amount received (month)	\$172	-	\$215

¹ As of December 2014.

² Annual rate and number are based on the three-year period 2011-2013 and only for counties with a total number over 20.

³ Family Independence Program.

⁴ State name for the federal Supplemental Nutrition Assistance Program, formerly called "food stamps." Note: Percentages reflect percent of population unless otherwise noted.

⁵ Sometimes a rate could not be calculated because of low incidence of events or unavailable data. N/A not available.

See Data Notes and Sources for details.

TRENDS IN CHILD WELL-BEING

	BASE YEAR		CURRENT YEAR		RANK ¹	MIRATE	PERCENT CHANGE IN RATE	
	NUMBER	RATE	NUMBER	RATE			WORSE	BETTER
Economic Security	<u>2008</u>		<u>2014</u>					
Children in poverty, ages 0-17	2,436	18.6%	2,648	23.9%	43	22.6%	28	
Children, ages 0-5, eligible for SNAP ²	1,027	25.5%	1,196	36.2%	61	31.9%	42	
Students eligible for free/reduced price school lunches ³	<u>2008-07 (SY)</u>		<u>2014-15 (SY)</u>					
	4,515	39.3%	4,893	55.8%	57	46.7%	42	
Health	<u>2004-06 (avg)</u>		<u>2011-13 (avg)</u>					
Less than adequate prenatal care	N/A	N/A	132	24.3%	13	29.9%		
Low-birthweight babies**	42	6.4%	30	5.5%	8 of 81	8.4%	14	
Infant mortality (per 1,000)	5	8.3	3	4.9	10 of 48	6.8	40	
Child/Teen deaths, ages 1-19 (per 100,000)	5	31.2	4	30.7	37 of 52	26.7	2	
Family and Community (per 1,000)								
Births to teens, ages 15-19	55	27.7	41	22.9	22 of 81	25.9	17	
Child Abuse/Neglect	<u>2008</u>		<u>2014</u>					
Children in investigated families	966	68.0	1,299	110.3	34	95.2	62	
Confirmed victims	139	9.8	237	20.1	45	14.7	106	
Children in out-of-home care	90	6.3	58	4.9	35 of 79	4.6	22	
Education	<u>2005-09</u>		<u>2009-13</u>					
Three and four-year-olds in preschool	836	41.6%	741	45.5%	32	47.5%	9	
Students not graduating on time	<u>2007</u>		<u>2014</u>					
	188	18.3%	127	16.0%	31	21.4%	13	
Not proficient (MSTEP)			<u>2014-15 (SY)</u>					
Third-graders (English Language Arts)			285	50.6%	49	49.9%		
Eighth-graders (Math)			446	73.6%	53	67.8%		
Eleventh-graders (English Language Arts)			293	46.7%	24	50.7%		



Tuscola
Michigan

Overall rank for child well-being:
28

¹ A ranking of 1 means a county has the "best" rate compared with other counties in the state. Unless noted, the ranking is based on 82-83 counties.
² Supplemental Nutrition Assistance Program.
³ Family income is below 185 percent poverty level.
⁴ Sometimes a rate could not be calculated because of low incidence of events or unavailable data.
⁵ Percent change in rate for low-birthweight babies did not change for Michigan.
 SY - School Year.
 MSTEP - Michigan Student Test of Educational Progress.
 N/A not available.

Missing bars indicate no change or a rate could not be calculated; a "0" reflects no change. Percentage change is calculated with unrounded rates.

Tuscola County

MICHIGAN—2014

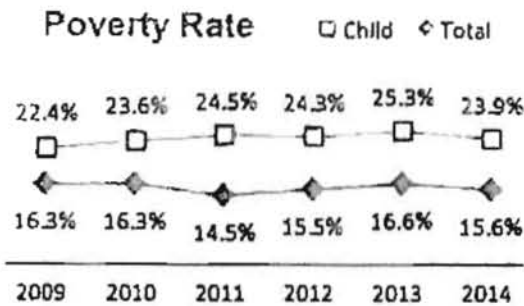
- Poverty rate—16.2%
- Child poverty—22.6%
- Median income—\$49,087
- Unemployment rate—7.3%

TOTAL POPULATION: 54,795

- Under age 5: 2,810 (5.1%)
- Age 65+: 9,383 (17.1%)
- Median age: 43

RACE/ETHNICITY

- White: 51,476 (93.9%)
- African-American: 601 (1.1%)
- Hispanic or Latino: 1,670 (3.0%)
- Asian: 183 (0.3%)
- American Indian/Alaska Native: 202 (0.4%)

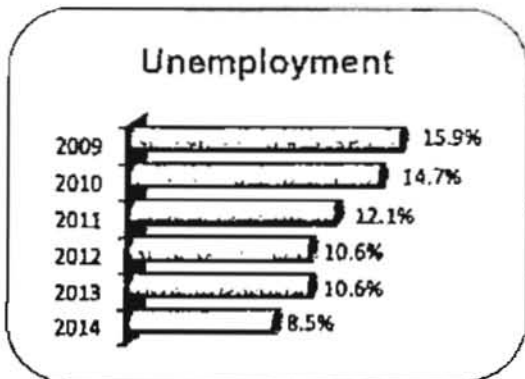
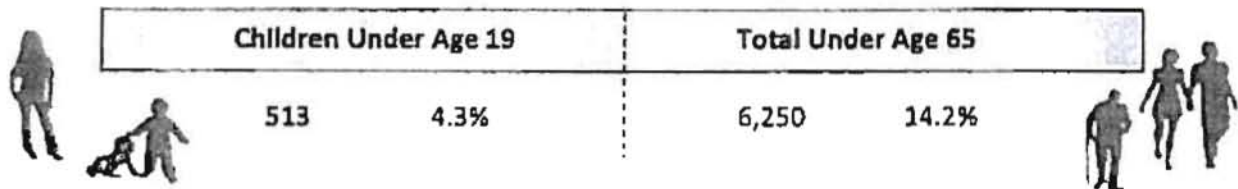


Median Household Income: \$44,017

Fair Market Rent, 2-bedroom: \$658
Income needed to afford: \$23,688

ETC 4,587 households received federal EITC 18.7%

No Health Insurance



Recipients of Public Assistance

Program	SEPTEMBER		Percent Change
	2010	2015	
Cash Assistance (FIP)	853	209	-75%
Food Assistance (FAP)	10,253	8,581	-16%
Medicaid Eligible	11,710	10,633	-9%

Children receiving free or reduced price school lunches:

4,893 55.8%

Sources: Demographics: American Community Survey, 2010-2014. Poverty and Income: Small Area Income and Poverty Estimates (SAIPE) 5-Year Estimates. Health Insurance: Small Area Health Insurance Estimates (SAHIE), 2014. Unemployment: Michigan Dept. of Technology, Management and Budget Office of Labor Market Information. Rent: U.S. Dept. of Housing and Urban Development (2014) & National Low-Income Housing Coalition (2014). EITC: Brookings Institution, Tax Year 2013. Free and Reduced Lunch: Michigan Dept. of Technology, Management and Budget Center for Educational Performance Information (School Year 2013-2014)

MID-SIZE COUNTY GROUP

BACKGROUND INFORMATION

(ALL DATA ARE FOR 2014 UNLESS OTHERWISE NOTED)



ECONOMIC CLIMATE	COUNTY	MICHIGAN
Unemployment	7.7%	7.3%
Median household income (2013)	\$41,823	\$48,200
Average cost of full-time child care-month (2015)	\$474	\$544
• Percent of full-time minimum wage (2015)	33.6%	38.5%
Percent of young children ages 0-5 in Michigan families where all parents work	65.0%	66.9%

POPULATION	2004	2013	% CHANGE
Total population	1,279,077	1,257,276	-1.7%
Child population 0-17	291,372	268,125	-8.0%
• Ages 0-5	88,061	80,333	-8.8%
• Ages 6-12	110,766	105,573	-4.7%
• Ages 13-17	92,545	82,219	-11.2%
Child population by race			
Hispanic 0-17	13,383	15,975	19.4%
Non-Hispanic 0-17			
• White	265,208	238,007	-10.3%
• African-American	5,963	6,363	6.7%
• American Indian	5,302	5,741	8.3%
• Other	1,516	2,039	34.5%

FAMILY AND COMMUNITY	NUMBER	PERCENT	MI RATE
Births to moms without high school diploma or GED	1,982	15.4%	13.8%
High poverty neighborhoods	15,806	5.8%	17.1%

ACCESS TO HEALTH CARE	NUMBER	PERCENT	MI RATE
Children with health insurance	263,921	94.8%	95.7%
Children, ages 0-18, insured by...			
• Medicaid ¹	123,658	43.4%	39.2%
• MIChild	5,690	2.0%	1.5%
Fully immunized toddlers, ages 19-35 months (for the series 4:3:1:3:3:1:4) ¹	13,929	75.7%	73.8%
Lead poisoning in children, ages 1-2			
• Tested	10,635	38.6%	37.6%
• Poisoned (% of tested)	66	0.6%	1.7%
Children, ages 1-14, hospitalized for asthma (rate per 10,000) ²	173	8.4	14.2
Children with special needs			
Students in Special Education ³	27,492	15.0%	13.6%
Children receiving Supplemental Security Income (rate per 1,000) ⁴	5,234	19.5	21.2
Children, ages 0-3, receiving Early On services (ISD totals)	N/A	N/A	N/A

FAMILY SUPPORT PROGRAMS	NUMBER	PERCENT	MI RATE
Children receiving...			
• Subsidized child care, ages 0-12 ¹	3,362	1.8%	1.9%
• FIP cash assistance ^{2,3}	4,078	1.4%	2.4%
• Food Assistance Program ^{4,5}	70,735	24.8%	26.0%
• Women Infants and Children (WIC)	41,725	63.2%	52.0%
Children with support owed	66,249	22.0%	20.6%
• Receiving none (% of those owed)	11,838	17.9%	27.5%
• Receiving less than 70% of amount	37,289	56.3%	62.8%
• Average amount received (month)	\$190	—	\$215

¹ As of December 2014.

² Annual rate and number are based on the three-year period 2011-2013 and only for counties with a total number over 20.

³ Family Independence Program.

⁴ State name for the federal Supplemental Nutrition Assistance Program, formerly called "food stamps." Note: Percentages reflect percent of population unless otherwise noted.

⁵ Sometimes a rate could not be calculated because of low incidence of events or unavailable data. N/A not available.

See Data Notes and Sources for details.

MID-SIZE COUNTY GROUP

TRENDS IN CHILD WELL-BEING

	BASE YEAR		CURRENT YEAR		RANK ¹	MI RATE	PERCENT CHANGE IN RATE	
	NUMBER	RATE	NUMBER	RATE			WORTH	BETTER
Economic Security	2008		2014					
Children in poverty, ages 0-17	56,710	20.0%	63,463	24.6%	—	22.6%	23	
Children, ages 0-5, eligible for SNAP ²	24,920	28.5%	25,027	31.2%	—	31.9%	9	
Students eligible for free/reduced price school lunches ³	<u>2008-07 (SY)</u>		<u>2014-15 (SY)</u>					
	88,193	41.3%	96,984	52.7%	—	46.7%	28	
Health	<u>2004-06 (avg)</u>		<u>2011-13 (avg)</u>					
Less than adequate prenatal care	N/A	N/A	4,119	32.0%	—	29.9%	0	
Low-birthweight babies**	994	6.8%	875	6.8%	—	8.4%	0	
Infant mortality (per 1,000)	91	6.2	73	5.7	—	6.8	9	
Child/teen deaths, ages 1-19 (per 100,000)	122	38.4	81	27.5	—	26.7	28	
Family and Community (per 1,000)								
Births to teens, ages 15-19	1,613	36.1	1,151	29.0	—	25.9	20	
<u>Child abuse/neglect</u>	<u>2008</u>		<u>2014</u>					
Children in Investigated families	22,366	75.2	35,409	132.2	—	95.2	76	
Confirmed victims	4,023	13.5	5,744	21.4	—	14.7	59	
Children in out-of-home care	1,652	5.5	1,542	5.8	—	4.6	4	
Education	<u>2005-09</u>		<u>2009-13</u>					
Three and four-year-olds in preschool	16,647	39.7%	16,544	42.5%	—	47.5%	7	
Students not graduating on time	<u>2007</u>		<u>2014</u>					
	3,411	19.0%	2,952	19.8%	—	21.4%	4	
<u>Not proficient (MSTEP)</u>			<u>2014-15 (SY)</u>					
Third-graders (English Language Arts)			6,124	49.1%	—	49.9%		
Eighth-graders (Math)			9,813	71.2%	—	67.8%		
Eleventh-graders (English Language Arts)			6,509	50.2%	—	50.7%		



■ Mid-Size County Group
□ Michigan

¹ A ranking of 1 means a county has the "best" rate compared with other counties in the state. Unless noted, the ranking is based on 83-83 counties.
² Supplemental Nutrition Assistance Program.
³ Family income is below 185 percent poverty level.
⁴ Sometimes a rate could not be calculated because of low incidence of events or unavailable data.
⁵ Percent change in rate for low-birthweight babies did not change for Michigan.
 SY - School Year.
 MSTEP - Michigan Student Test of Educational Progress.
 N/A not available.

Missing bars indicate no change or a rate could not be calculated; a "0" reflects no change. Percentage change is calculated with unrounded rates.

mhoagland@tuscolacounty.org

From: Ann Hepfer <ahepfer@tchd.us>
Sent: Friday, February 10, 2017 10:23 AM
To: mhoagland@tuscolacounty.org
Cc: Debra J. Cook; 'Kristi Villalobos'
Subject: FW: meeting to discuss dental center partnership
Attachments: Bay County - Services Agreement - sample draft 2.9.2017.docx; Bay County - Contingent Agreement - sample draft 2.9.2017.docx

Hi Mike

On March 8th at 10:00am at TCHD Kim Signs from My Community Dental Centers is going to be here to discuss the possibility of bringing a Dental Clinic to Tuscola County and possibly Sanilac County. A lot has changed since she last met with us three years ago. You can see some of the details in her email below. I invite you to join us in the discussion of whether or not this will be feasible for our county. We continue to have an access to Dental Care issue with especially the adult population.

From: Kimberly Singh [mailto:KSingh@mydental.org]
Sent: Friday, February 10, 2017 10:12 AM
To: Ann Hepfer
Cc: 'bryant sanilac'
Subject: RE: meeting to discuss dental center partnership

Ann – yes –

Medicaid enrollment (2016 data working on getting 2017 but should be significant change) the % of adults served is from Beth Anderson epidemiologist with MDHHS Oral Health Section
Huron – 5,054 total, 2,507 adults 19 and over, 1,680 HMP – only 23% of adults enrolled in Traditional Medicaid had one dental visit in 2015, 12.3% had a preventive visit
Tuscola – 10,449 total, 4,973 adults, 3,531 HMP – 25.2% adults had at least one dental visit, 13.2 a preventive visit in 2015
Sanilac – 7,567 total, 3,663 adults, 2,315 HMP – 24% adults had at least one dental visit, 11% a preventive visit.

The reason I am focused on adults on traditional Medicaid is we know that this population has the greatest difficulty accessing a dentist. I do have healthy kids dental data that I can add as well to show what % of children had at least one dental visit. It is common if the parent of adult does not have a dental home, access – children are less likely to see a dentist.

In 2016 – there were 1,368 office visits to one of our centers from residents of Sanilac, 91 from Tuscola and only 41 from Huron. Reinforcing residents (adults enrolled in Medicaid and uninsured) are likely not getting the needed care especially preventive care.

I am also attaching an agreement template (it is for Bay County but content would be the same for your counties). Since there is state funding for the Intergovernmental Transfer IGT(required match to draw enhanced Federal funds) in 2017 the agreement reflects this. MCDC will reimburse the health department \$2,000 per chair for outreach assistance. The contingency agreement becomes effective if the state funding goes away - this assures that the county/health department would contribute the IGT and the payment is then based on the IGT amount. It is a lot to digest we can walk through but thought it would be helpful for you to have in advance.

Kimberly Singh, M.A., C.H.E.S.
Director of Community and Governmental Affairs



My Community Dental Centers
621 New St.
Stanton, MI 48888
Phone: 616-225-6144
www.mydental.org

From: Ann Hepfer [<mailto:ahepfer@tchd.us>]
Sent: Friday, February 10, 2017 9:57 AM
To: Kimberly Singh <KSingh@mydental.org>
Cc: 'bryant sanilac' <wilkeb@sanilachealth.com>
Subject: RE: meeting to discuss dental center partnership

Hi Kim

When have your meeting with us will have any county data that will show the unmet need for Tuscola and Sanilac Counties? Thank you Ann Have a great weekend

From: Kimberly Singh [<mailto:KSingh@mydental.org>]
Sent: Thursday, February 02, 2017 5:00 PM
To: Ann Hepfer
Subject: RE: meeting to discuss dental center partnership

Ann – sounds good, see you then - Kim

Kimberly Singh, M.A., C.H.E.S.
Director of Community and Governmental Affairs



My Community Dental Centers
621 New St.
Stanton, MI 48888
Phone: 616-225-6144
www.mydental.org

From: Ann Hepfer [<mailto:ahepfer@tchd.us>]
Sent: Thursday, February 02, 2017 3:55 PM
To: Kimberly Singh <KSingh@mydental.org>
Subject: RE: meeting to discuss dental center partnership

Hi Kim

Bryant is going to join us and March 8th at 10:00 at Tuscola . See you then.

From: Kimberly Singh [<mailto:KSingh@mydental.org>]
Sent: Thursday, February 02, 2017 3:37 PM
To: 'ahepfer@tchd.us'
Subject: meeting to discuss dental center partnership

Ann – good to connect with you today and looking forward to meeting with you and Brian to discuss an MCDC partnership in the Thumb! March 2,3 7, or 8 all look good on my calendar for a meeting. Please let me know what may work for the two of you. Kim

Kimberly Singh, M.A., C.H.E.S.
Director of Community and Governmental Affairs



My Community Dental Centers
621 New St.
Stanton, MI 48888
Phone: 616-225-6144
www.mydental.org

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

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

BOARD OF COMMISSIONERS—REVISE MEDICARE PRESCRIPTION DRUG BILL OF 2003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST, A TRUE COPY



_____, Clerk-Register

APPROVED: February 9, 2017

cc: Admin. - Finance - Human Resources



#1

Celebrating Tuscola's Stars

c/o Tuscola Technology Center
1401 Cleaver Road Caro, Michigan 48723
989.673.5300

February 6, 2017

The "Celebrating Tuscola's Stars Committee" was established in 2003 by the Tuscola County Community Foundation, the Tuscola County Human Services Collaborative Council and Tuscola 2020, Inc. The Stars Committee is pleased to announce the fifteenth annual search for "Tuscola's Stars". A celebration to honor these Stars will be held on Thursday, April 20, 2017 at 7:30 to 9:00 AM at the Tuscola Technology Center. An invitation will follow at a later date.

We need your help in searching for Tuscola's Stars and nominating them for the awards. These awards are designed to recognize individuals, groups and businesses whose efforts have improved the quality of life for the people in Tuscola County.

We are sure you know one or more individuals, groups or businesses whose efforts deserve recognition. We have included a nomination form (it may be copied if you wish to make more than one nomination.) **Please take a few minutes to complete the form and return it by February 26, 2017.**

All nominees will receive a "Celebrating Tuscola's Stars" certificate and lapel pin. A finalist will be selected in each category and will be presented a "Celebrating Tuscola's Stars" award.

We strongly believe in the value of volunteerism and want to honor these Stars. Thank you for your assistance in identifying and nominating these individuals, groups and businesses that make a difference in our communities.

We invite you to help us celebrate the Stars by sending in your nomination(s) and joining us for breakfast. An event invitation will be sent to you at a later date. If you have any questions or would like to help with this event, please call Susan at 989-550-8283 or 989-673-8283 or email her at susaneawalker@gmail.com.

Sincerely,

Susan Walker, Co-Chair
Celebrating Tuscola's Stars Committee

Gene Pierce, Co-Chair
Celebrating Tuscola's Stars Committee

Celebrating Tuscola's Stars Committee Members

Susan Walker, Co-Chair
Lila Deeren
Ken Micklash
Glen Roth
Joe Hembling
Jodi Fetting

Gene Pierce, Co-Chair
Bev Rodabaugh
Jim McLoskey
Rose Putnam
Jim Heiser

NOMINATION FORM FOR TUSCOLA'S STARS AWARD

Eligibility Criteria: These awards are open to any individual, group or business that has donated time and effort to provide a humanitarian benefit to residents of Tuscola County during the past year. The effort must be voluntary and not involve personal or monetary gain. However, minimal out-of-pocket reimbursement such as mileage would not disqualify an honoree and stipends are not counted.

In addition to these awards, we will be honoring an employed individual who has consistently gone "ABOVE AND BEYOND" the call of duty; this can be anyone that goes beyond their regular job duties & expectations for the benefit of Tuscola County residents.

Selection: Representatives of the sponsoring groups, the Tuscola County Community Foundation, the Tuscola County Human Services Collaborative Council and Tuscola 2020, Inc., will serve as the selection committee.

Questions? Contact Susan Walker at 989-550-8283, 989-673-8283 or susaneawalker@gmail.com.

Tuscola's STARS awards will be presented in the four categories of:

Category 1 - INDIVIDUAL: Includes individuals, couples, and families whose volunteer efforts deserve public recognition. This includes activities such as village councils, school boards, hospital boards and auxiliaries, church work and etc.

Category 2 - GROUP: Includes service clubs, churches, student groups, charities, nonprofit organizations, and other groups of unrelated persons whose volunteer efforts are worthy of respect.

Category 3 - BUSINESS: Includes for-profit businesses, and public agencies whose volunteer efforts are changing lives for the better.

Category 4 - ABOVE AND BEYOND: A special category to recognize someone in a paid or volunteer position whose efforts exemplify the spirit of giving!

It is very important to make your nomination thorough. The committee can only make decisions based on the information provided to them. It is also important to indicate the category for which you are making your nomination.

Please return form to: Tuscola Technology Center, 1401 Cleaver Rd. Caro, MI 48723 or e-mail to: lderen@tuscolaisd.org. The deadline is February 26, 2017.

PLEASE SAVE THE DATE and join us at our Celebration Breakfast on Thursday, April 20th, at 7:30 AM at the Tuscola Technology Center.

Name of Nominee: _____

If nominating a group or business, person to contact _____

Nominee **complete** mailing address: _____

_____ Nominee Phone _____

Nominee e-mail address _____

IMPORTANT: Make sure you indicate the number of the category for which you are making this nomination. _____ See page one for categories (Indicate 1, 2, 3 or 4- pick only one.)

Why are you making the recommendation? _____

Explain in your own words. Consider including information such as: organizations involved, projects completed, number of Tuscola County residents served, years of service. What makes this person, group or business exceptional? (REMEMBER IT IS IMPORTANT TO BE AS COMPLETE AS POSSIBLE AS THE COMMITTEE CAN ONLY ACT ON THE INFORMATION YOU PROVIDE).

Other information that you'd like to share:

Do you have an anecdote, story or personal interest; how to pronounce person's name or anything else we need to know. For additional space, please attach a separate sheet of paper.

Nominator Information:

Nominator Name: _____

Nominator mailing address _____

e-mail address _____

Nominator Phone Number _____

If additional space is needed, please attach extra pages.

- Check list:
1. Did you indicate the number of the nomination area 1, 2, 3 or 4?
 2. Did you indicate the nominee's full address & phone number?
 3. Did you list all your contact information?
 4. **REMEMBER IT IS IMPORTANT TO BE AS COMPLETE AS POSSIBLE AS THE COMMITTEE CAN ONLY ACT ON THE INFORMATION YOU PROVIDE**
 5. Please review your nomination as the committee can only make selections based on the information provided.

PLEASE RETURN BY FEBRUARY 26, 2017

January 26, 2017

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, January 26, 2017 at 8:00 A.M.

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

Motion by Parsell seconded by Matuszak that the minutes of the January 12, 2017 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$106,539.36 and bills in the amount of \$170,997.35 covered by vouchers #17-03, #17-04, and #17-05 were presented and audited.

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

Brief Public Comment Segment:
None.

Motion by Parsell seconded by Matuszak that Management continue to monitor the weather conditions, and if necessary, Seasonal Weight Restrictions be put into effect at the discretion of the Superintendent/Manager upon notification of the Board and a minimum of two (2) days notice. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to deny the request from Mobilite for a R.O.W. Permit to install a Distributed Antenna Systems (DAS) tower within the road right-of-way at this time. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 8:15 A.M. the following bids were opened for 2017 Hired Equipment:

<u>K & K Contracting, Inc.</u>		<u>Hourly Rate</u>
Komatsu PC270-Excavator		125.00
Kobelco K912LCII-Excavator		135.00
Yutani MD240C-Excavator		125.00
D-65 E-12 Komatsu-Dozer w/Rake		135.00
Caterpillar D-4LGP-Dozer		100.00
JCB 214S-Backhoe		85.00
Takeuchi TL130-Skidsteer		85.00

<u>Pavement Recycling Inc.</u>		<u>Hourly Rate</u>
CAT PM 465 Roto Mill/Pavement Profiler	6.5 ft.	425.00
Roto-Mill/Pavement Profiler Roadtec RX600e	6.5 ft.	550.00
Roadtec RX 700 Roto Mill/Pavement Profiler	6.5 ft.	575.00
CMI RS 500 Pulverizer/Stabilizer	8 ft.	395.00
CMI RS 500B Pulverizer/Stabilizer	8 ft.	395.00
Pulverizer/Stabilizer CMI RS 600; 650; 650B	8 ft.	495.00

Pulverizer/Stabilizer CMI RS 800	8 ft.	595.00
P&H 107 Asphalt/Cement Stabilizer	12 ft.	550.00
P&H 88 Asphalt/Cement Stabilizer	8 ft.	450.00
P&H 58 Asphalt/Cement Stabilizer	5 ft.	350.00
Oshkosh 6WD Cement/Lime Spreader	8 ft.	375.00
Rockland Cement/Lime Spreader	12 ft.	350.00
Fruehauf/Flynn Cement/Lime Transport/Sprdr	25 Ton	350.00
CAT 160H Auto Grader	12 ft.	145.00
Cat 14M Auto Grader	14 ft.	175.00
Vibratory Single Drum HAMMH13i	22 Ton	95.00
Sakai T2; T200 Roller—Rubber Tired w/Spray System	20 Ton	75.00
Hypac 766 Vibratory Double Drum	10 Ton	75.00
Hypac 778 Vibratory Double Drum	12 Ton	75.00
Hypac 784C Vibratory Double Drum	13 Ton	85.00
CAT CP 563 Vibratory Steel/Pad Foot	7 ft.	75.00
Trailmobile Asphalt Tanker	6,500 Gal.	40.00
Water Truck Peterbilt	4,000 Gal.	110.00
TrailKing/Kenworth Lowboy & Tractor	8 Axle	125.00
TrailKing/Western Star Lowboy & Tractor	6 Axle	85.00
Freightliner Truck Tractor	Tri Axle	75.00
Dump Trailer Thru Way	30 Yard	65.00
CMI Tag Trailer	15 Ton	25.00
Asphalt Heater Patcher Thermal Power	1 ½ Ton	150.00
Rosco Asphalt Distributor	2,500 Gal.	90.00
Gehl V400 Skid Steer	82" Bucket	90.00
	96" Broom	95.00
	24" Mill	125.00
Cat 928G Loader and Forks	3 Yd.	125.00
Hough 90 Loader	4 Yd.	75.00
IHC; 99 Ford Service Truck		65.00
2014 Dodge; 2016 Ford Service Truck with Crane	5500	85.00
Supervisor		65.00
Laborer		40.00

Kappen Tree Service, LLC

Hourly Rate

Bucket Truck, Chipper & 2 Men	110.00
Bucket Truck, Chipper & 3 Men	140.00
Rayco Mower	125.00
Carlton Stump Grinder	90.00
Morbark Horizontal Grinder	250.00
Bucket Truck 60'	50.00
Chip Truck 30 Yards	40.00
Log Truck 20 Yards	45.00
12" Morbark Chipper	10.00
4X4 Offroad Bucket Truck	55.00
146', 23 Ton Crane	150.00
Swinger Loader w/ Grapple	40.00
Feller Buncher, 753J	185.00
20/36 Morbark Track Chipper	150.00

Rooney Crane Service, LLC.

Hourly Rate

Grove 22 Ton All Terrain Crane Operator Only 70'+43'	150.00
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Grove 40 Ton All Terrain Crane Operator Only 140'+49'	200.00
Grove 40 Ton All Terrain Crane Operator & Oiler 140'+49'	270.00
Grove 60 Ton All Terrain Crane Operator & Oiler 140'+49'	325.00
Grove 80 Ton All Terrain Crane Operator & Oiler 197'	370.00
Grove 120 Ton All Terrain Crane Operator & Oiler 197'+59'	420.00
Grove 165 Ton All Terrain Crane Operator & Oiler 197'+59'	475.00
Grove 165 Ton All Terrain Crane 197'+105'	Upon Request
Man Manbasket 2 man or 4 man	150.00/day

State and County highway permits will be billed at cost (if required).

Crane rates include operator, fuel, insurance and maintenance.

(Minimum Charge of 4 hrs will be charged for all cranes. Total time charged includes travel to and from the site.)

Labor Charges: Straight Time: Mon-Fri 7:00a.m.-3:30p.m. or 8:00a.m.-4:30p.m.(8 hrs total)

Time and one half: Over 8th hr and up to the 10th hr Mon-Fri, up to 8 hrs Sat.

Double Time: Mon-Sat 11th hr plus on that day & all day Sun/Holidays

	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
Operator	\$90.00/hour	\$50.00/hour additional	\$80.00/hour additional
Oiler	\$70.00/hour	\$40.00/hour additional	\$70.00/hour additional

Monchilov Excavating, Inc

Hourly Rate

315 CL Cat Hyd Thumb Excavator, Toothbucket	100.00
315 CL Exc. Thumb, Toothbucket/Rubber Tracks	115.00
322 CL Cat Exc. Hyd. Thumb, Toothbucket	128.00
330 CL Cat Exc. Hyd. Thumb, Toothbucket	140.00
330 CL Cat Excavator (no thumb)	138.00
330 Cat Long Stick 60' Reach	148.00
259 Cat Track Skidsteer	75.00
430 E Cat Backhoe	85.00
938 G Cat Loader 3.5 yards	95.00
D6K Cat Dozer	105.00
315 CL Cat Exc. w/Tree Mower up to 8"	130.00
322 CL Cat Exc. w/Tree Mower up to 8"	145.00
259 Cat Track Skidsteer with Brush Mower	85.00
Volva Mini Excavator	90.00
172D Volvo Roller	90.00
MT30 Moxy Off Rd Truck 30 Tons	125.00
Semi 3 Axle Lead (Hard Box + Aluminum)	105.00
Semi-Trains (Hard Box + Aluminum)	120.00
Semi-3 Axle Lowboy	130.00
Semi-2 Axle 45-Drop Deck	115.00
Quad Axle Dump Truck 18 Yards	100.00
Quad Axle Dump Truck 18 Yards w/ pub	105.00
Vac Truck + 2 Men	185.00
Jetter Trailer-Cold Water, High Pressure & 2 men	188.00
Jetter Trailer-Hot Water, High Pressure & 2 men	188.00
Underground Video/Camera Inspections	160.00
Pick-Up & Equipment Trailer	75.00
Labor	55.00
Escort Truck	250.00 Per Day
Chain Saw	75.00 Per Day
	100.00 Per Day

Straw Mulcher	165.00 Per Day
Road Mats	80.00 Per Day
Laser	60.00 Per Day
Additional Buckets	100.00 Per Day

Marlette Excavating Company

Hourly Rate

D8H Cat Dozer	155.00
D8K Cat Dozer with ripper	165.00
D7 Cat Dozer	140.00
D7 Cat Dozer with rome disk	170.00
320 Cat Excavator	110.00
225 Cat Excavator	100.00
235 Cat Excavator	140.00
235 DLC Cat Excavator	155.00
235 DLC Cat Excavator w/ Extension	170.00
Northwest 41 Dragline	110.00
TS14 Terex Earthmover Twin Engine	140.00
TS24 Terex Earthmover Twin Engine	175.00
(2) 2766B Terex Off Road Trucks	100.00 each
140G Cat Grader	90.00
970 John Deere Tractor	60.00
970 John Deere Tractor wit Broom	65.00
416 B Cat Backhoe	75.00
Kenworth Gravel Train (2)	100.00
Kenworth Lead	75.00
WA400 Komatsu Loader	100.00
C747B Hypac Compactor 3-5 Ton	52.00
Rosco Compactor 1 Ton	35.00
534 Cat Compactor 10 Ton	85.00
Labor	45.00
Escort	45.00
Vac Truck	125.00 w/addt'l operator \$45/hr
Elgin Sweeper	98.00
Walk Behind Concrete Saw	3.00/ft for 3" asphalt
Hyster Lowboy	85.00
Interstate Trailer with Kenworth	85.00
MaxiGrind Horizontal Shaft	240.00
Manitowoc 2900 Series II Crane	310.00

Raymond's Tree Service Inc.

Hourly Rate

Aerial Lift Bucket Truck with Chipper and Skidster and 3 man crew for removal with all hand tools & signs.	150.00
Aerial Lift Bucket Truck with Chipper and 2 man crew For trimming and pruning with all hand tools & signs.	120.00
Aerial Lift Bucket Truck with Operator and Tools. 1 man.	75.00
Stump grinding with 1 man crew and all hand tools & signs.	175.00

Kappen Excavating LLC

Hourly Rate

Komatsu D-135 Dozer 14ft blade (78,000 lbs)	130.00
International Tri Axle Dump Truck 12 yd'	65.00
Semi + 50 Ton Lowboy	100.00
Komatsu/WA 350 Loader 3.5 yd	100.00
Komatsu/031P Dozer 6 Way 9ft Loader	75.00
Komatsu/PC-300LC Excavator 2.25 yd/hyd	125.00
Komatsu D-58 Dozer 6-way 11ft blade 35,000	110.00
John Deere/Grader 6 Wheel Drive 13ft	100.00
NH/Utility Tractor TC 40D hp w/Attach	60.00
Vib Compactor/Case Smooth/Pad Foot 72'	65.00
Quad Axle 15 Yd	70.00
Earth Mover-Cat-621 B 14 Yd	125.00
Labor	35.00
Komatsu PC-200 Excavator 1.75	110.00

R&R Excavating

Hourly Rate

950 Cat Loader (5 yd Bucket)	80.00
650 JD Wide Track Dozer	75.00
Link Belt Exc. 44" on 72" Bucket	90.00
Komatsu Exc off set Boom W-8' Blade-13"-24"-36"-60" Buckets	80.00
JCB 4x4 x dig backhoe	75.00
BobCat w/Tracks	55.00
Vib. Compator smooth drum (Simple)	40.00
Tri-Axle Dump Truck	60.00
Tri-Axle Dump Truck w/ pup	75.00
TN85 4x4 W/Loader & 15' Batwing Mower	80.00
T. 4.75 4x4 W/Loader & 10' Batwing Mower	60.00

Worth Construction

Hourly Rate

Man Power	55.00
Man Power OT	82.50
Supervisor	60.00
Supervisor OT	90.00
Per Diem	130.00 Per Day
Pick Up	250.00 Per Day
150 Kobelco Excavator	85.00
45 Kobelco Excavator	55.00
315 Cat Excavator	85.00
318 Cat Excavator	85.00
325 Cat LS Excavator	170.00
305 Cat Excavator	65.00
330 Cat Excavator	125.00
Vibro Hammer	600.00 Per Day
938G Loader	85.00
950B Cat Loader	85.00
D6H Dozer	90.00
D5 Dozer	50.00
Skidsteer and Attachments	75.00
Backhoe Rubber Tire 580K	55.00
Landscape Tractor	40.00
Kubota Mower	40.00
Weed Wacker	50.00 Per Day

15 Yard Dump Truck	50.00
Lead Tri Axle	50.00
Gravel Trains	65.00
Lowboy Tractor & Trailer	55.00
Dump Trailer	160.00 Per Day
Box Truck	200.00 Per Day
Boom Truck	55.00
Vac Truck	235.00 Per hr/1 Man
Vac Trailer	850.00 Per Day
Semi & 9-13000 Gallon Tanker	100.00
FX60 Ditch Witch Hydro Vac	120.00
15' Bat Wing & Tractor	105.00
5500 Kodack	35.00 Per hr/Unmanned
Steel Drum Vibratory Roller	55.00
ASV'S with Dave Co Cutters	65.00
Challenger 175 Horse/10' Cutters	115.00
Straw Mulcher	160.00 Per Day
Chain Saws	50.00 Per Day
Tool Trailer/Tools	160.00 Per Day
1"-2" Electric Pumps	87.50 Per Day
3"-4" Electric Pump	165.00 Per Day
Jumping Jack Compactor	90.00 Per Day
RS900 RTV	200.00 Per Day
Compressor/Sandblaster	330.00 Per Day
25K Generator	460.00 Per Day
10K Generator	100.00 Per Day
Light Tower	150.00 Per Day
Arrow Board	100.00 Per Day
Line Locator	50.00 Per Day
Air Spade	30.00 Per Day
POGO Stick	30.00 Per Day
Porta John	150.00 Per Month
Office Trailer	200.00 Per Month
Allmand Heater	3,860.00 Per Month Plus Fuel
Trench Box	575.00 Per Week
Stone Box	50.00 Per Day
Sky Trac	55.00 Per Hour
Walk Behind Saw	350.00 Per Day + Blade
Water Truck	550.00 Per Day
675 Challenger & Ripper	175.00 Per Hour
Mooroka (10% Mark Up)	130.00 Per Hour

Motion by Zwerk seconded by Parsell that the bids for 2017 Hired Equipment be accepted and awarded on an "as needed" basis in the best interest of the Tuscola County Road Commission. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk that the bids for the Graf Road & Wiscoggin Drain Re-Alignment Project taken and accepted at the last regular meeting of the Board be awarded to Nicol & Sons, Inc.; as recommended by the County Highway Engineer. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Sheridan that the Road Commission advertise for bids for Refurbishing One (1) Tandem Axle Dump Truck, as part of the 2017 Capital Outlay Budget. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell to approve the transfer of the Hauling Agreement from Organic Bean & Grain to Cooperative Elevator Company, allowing Designated and Special Designated All-Season loads from 1795 W. Akron Road west 2.16 miles to M-24, with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 8:30 A.M. the following bids were opened for 2017 Crushed Gravel:

<u>Bidder</u>	<u>Pit Name</u>	<u>Twp. & Sec.</u>	<u>Material</u>	<u>Price</u>
Thumb Aggregates	T. Aggregates	Elkland, 27	23A	5.80 p/ton
	T. Aggregates	Elkland, 27	22A	5.80 p/ton
	T. Aggregates	Elkland, 27	21AA	11.50 p/ton
	T. Aggregates	Elkland, 27	6A	9.75 p/ton
	T. Aggregates	Elkland, 27	Peastone	9.25 p/ton
Albrecht Sand & Gravel Co.	Cat Lake	Wells, 31	23A	6.00 p/ton
	North Lake	Watertown, 29	23A	3.00 p/ton
Ace-Saginaw Paving	Juniata	Vassar, 24	23A	6.50 p/ton
	Castle	Watertown, 33	23A	6.25 p/ton
MI Gravel	Millington	Millington, 35	Bank Run Sand	2.80 p/ton
	Millington	Millington, 35	Class II Sand	3.25 p/ton
	Millington	Millington, 35	21A	13.85 p/ton
	Millington	Millington, 35	22A	8.95 p/ton
	Millington	Millington, 35	23A	6.00 p/ton
	Mayville	Fremont, 15	Class II Sand	2.80 p/ton
	Mayville	Fremont, 15	2NS	6.74 p/ton
Weber Sand & Gravel	Silverwood	Dayton, 24	22A	5.50 p/ton
	Silverwood	Dayton, 24	23A	5.50 p/ton

Motion by Parsell seconded by Matuszak that the bids for 2017 Crushed Gravel be accepted and purchases made in the best interest of the Tuscola County Road Commission. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the Tuscola County Road Commission cast a ballot to approve the Proposed Amendments #1, #2, #3, and #4 of the Constitution and By-Laws of the County Road Association of Michigan. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to request that the Tuscola County Board of Commissioners increase the compensation for Tuscola County Road Commissioners. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 9:00 A.M. the following bids were opened for 2017 Bag Rip Rap:

<u>Bidder</u>	<u>Complete Replacement</u>	<u>Partial Repair</u>
No bids received.		

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:05 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

2 - - 4

Secretary-Clerk of the Board