



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Wednesday, December 29, 2021 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Prayer - Commissioner Grimshaw
Pledge of Allegiance - Commissioner DuRussel
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 16
[Board of Commissioners - 16 Dec 2021 - Minutes - Html](#)
[Public Hearing - 16 Dec 2021 - Minutes - Html](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda Resolution

NONE

New Business

1. Tuscola County Health Department Updates - Amanda Ertman, Health Officer
2. Tuscola County Health Department Changes in Personnel Policies 17 - 23
[Health Dept Changes in Personnel Policies](#)

3.	2022 IRS Standard Mileage Rate	24
	IRS issues standard mileage rates for 2022 - Internal Revenue Service	
4.	Carryover Request for the Capital Fund	25
	Capital Fund Carryover for Purdy Building	
5.	Carryover Request for the Equipment Capital Fund	
6.	9:00 a.m. Closed Session for Labor Strategy	
7.	Labor Negotiations	
8.	American Federation of State, County and Municipal Employees (AFSCME) General Unit	
9.	American Federation of State, County and Municipal Employees (AFSCME) Chief Deputies Unit	
10.	Police Officers Labor Council (POLC) - Command Unit	
11.	Non Union 2022 Wage Increases	
12.	Millington Township Enforcement Services	26 - 32
	Millington Township Enforcement Agreement for 2022 and 2023	
13.	Vassar Township Enforcement Services	33 - 39
	Vassar Township Enforcement Agreement for 2022 and 2023	
14.	Arbela Township Enforcement Agreement	40 - 46
	Arbela Township Enforcement Agreement for 2022 and 2023	
15.	Contract with Behavioral Health Systems for Mental Health Services	47 - 52
	Contract for Mental Health Services for Jail Inmates	
16.	Year-End Compliance with the Uniform Budgeting and Accounting Act	53 - 55
	Year-End Audit Compliance 2021	
17.	General Fund Adjustments so actual year-end expenditures do not exceed Budget at the activity Level.	
18.	Special Revenue and Debt Service Fund adjustments so actual year-end expenditures/revenues do not exceed budget at the total fund level.	
19.	Correct Special Revenue and Debt Service Funds with Deficits	
20.	Delinquent Tax Revolving Fund 2021 Income Transfer	
21.	Other Year End Compliance Adjustments	

- 22. **Gilford Township Community Resolution and Intergovernmental Agreement to Manage Floodplain Development for the National Flood Insurance Program** 56 - 61
[Gilford Township Resolution 2021-19](#)

Old Business

- 1. **Parks and Recreation Committee Request**
- 2. **Dispatch Director Replacement Update**

Correspondence/Resolutions

- 1. [Eaton County Approved Resolution 21-12-125](#) 62 - 63
- 2. [Letter from The Lighthouse Neurological Rehabilitation Center - Dorothea Wilson](#) 64

Commissioner Liaison Committee Reports

Young

- 1. Board of Public Works
- 2. County Road Commission Liaison
- 3. Dispatch Authority Board
- 4. Genesee Shiawassee Thumb Works
- 5. Great Start Collaborative
- 6. Human Services Collaborative Council (HSCC)
- 7. Jail Planning Committee
- 8. MAC Agricultural/Tourism Committee
- 9. Region VI Economic Development Planning
- 10. Saginaw Bay Coastal Initiative
- 11. Senior Services Advisory Council
- 12. Tuscola 2020
- 13. Local Units of Government Activity Report

Bardwell

- 1. Behavioral Health Systems Board
- 2. Caro DDA/TIFA

3. Economic Development Corp/Brownfield Redevelopment
4. MAC 7th District
5. MAC Workers Comp Board
6. MAC Finance Committee
7. TRIAD
8. Local Units of Government Activity Report

Vaughan

1. Board of Health
2. County Planning Commission
3. Economic Development Corp/Brownfield Redevelopment
4. MAC Environmental Regulatory
5. Mid-Michigan Mosquito Control Advisory Committee
6. NACO-Energy, Environment & Land Use
7. Parks and Recreation Commission
8. Tuscola County Fair Board Liaison
9. Local Units of Government Activity Report

DuRussel

1. Board of Health
2. Community Corrections Advisory Board
3. Dept. of Human Services/Medical Care Facility Liaison
4. Genessee Shiawassee Thumb Works
5. Local Emergency Planning Committee (LEPC)
6. MAC Judiciary Committee
7. MEMS All Hazard
8. Local Units of Government Activity Report

Grimshaw

1. Behavioral Health Systems Board
2. Recycling Advisory

3. Local Units of Government
4. Jail Planning Committee
5. MI Renewable Energy Coalition (MREC)

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 (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, December 16, 2021

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Thursday, December 16, 2021, to order at 8:00 AM local time.

Prayer - Reverend William Sanders

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioner Grimshaw arrived at 8:06 a.m.

Commissioner Grimshaw excused at 1:30 p.m.

Commissioner DuRussel excused at 2:05 p.m.

Commissioners Absent: None

Others Present In-Person: Jodi Fetting Clayette Zechmeister, Eean Lee, Mike Miller, Billy Putman, Renee Wood, William Sanders, Bob Brown, Debbie Babich, Sandy Nielsen, Mark Ransford, Bill Putman, Brandon Putman, Sheriff Glen Skrent, Bob Baxter, Shelly Lutz, Eric Morris, Tim Zube, Damian Wasik, Barb Putman, Blake Putman, Stefanie Bruce

Also Present Virtual: Tracy Violet, Barry Lapp, Debbie Babich, K. Free, Dara Hood, Mary Drier, Treasurer Ashley Bennett, Matt Brown, Pam Shook, Larry Zapfe, Mark Haney, Alecia Little, John Fraser, Mike Slade, Kim Brinkman, Shannon Beach, Kate Curtis, Stefanie Bruce, David Sernick, Kyle Nordstrom, Dan Bovarnick, Cody Horton, Steve Anderson, Brian Harris, Steve Root

At 8:13 a.m., there were a total of 21 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2021-M-284

Motion by Thomas Young, seconded by Doug DuRussel to adopt the agenda as presented. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2021-M-285

Motion by Doug DuRussel, seconded by Thomas Young to adopt the meeting minutes from the November 24, 2021 Regular Board meeting and December 2, 2021 Special Board meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

-Renee Wood addressed the Board regarding property she has available within the Caro City limits if the County would be interested.

Consent Agenda

There were no items moved to the Consent Agenda at the December 13, 2021 meeting.

2021-M-286

Motion by Thomas Young, seconded by Doug DuRussel that the Consent Agenda Minutes from the December 13, 2021 Committee of the Whole be adopted. Motion Carried.

New Business

1. Region VII Area Agency on Aging Updates -
Bob Brown, Executive Director, provided an overview of the program and the benefits realized by the citizens of Tuscola County.
2. Nominations for and Election of Board Vice-Chairperson for 2022 -

2021-M-287

Motion by Kim Vaughan, seconded by Doug DuRussel to appoint Thomas Young as the Board Vice-Chairman for the year 2022.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel,
and Dan Grimshaw

Motion Carried.

3. Opioid Litigation Settlement Resolution 2021-17 Authorizing Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds in the National Opioids Litigation -

2021-M-288

Motion by Dan Grimshaw, seconded by Kim Vaughan to approve Resolution 2021-17 Authorizing Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds in the National Opioids Litigation.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

4. Opioid Litigation Settlement Resolution 2021-18 Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation -

2021-M-289

Motion by Dan Grimshaw, seconded by Doug DuRussel to approve Resolution 2021-18 Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

5. Adoption of the Revised 2022 Board of Commissioners (BOC) Meeting Schedule -

2021-M-290

Motion by Thomas Young, seconded by Kim Vaughan to approve the revised 2022 Board of Commissioners meeting schedule. Motion Carried.

Board of Commissioners agreed that the Committee assignments will remain the same for the 2022 year.

6. Parks and Recreation Committee Request -

The Parks and Recreation Chairman is requesting removal of member Gerald Peterson due to absenteeism at meetings. His term will expire December 2022. Board discussed the service and commitment of Gerald Peterson over the years to Tuscola County. Board would like a Resolution prepared expressing their appreciation. Matter to be placed on the December 29, 2021 agenda.

7. Bridge Millage Transfer #Bridge 2021-1 -

2021-M-291

Motion by Thomas Young, seconded by Doug DuRussel to approve the Bridge Millage transfer request of \$255,144.17 as identified by voucher #Bridge 2021-1 dated October 28, 2021 for the transfer of Bridge Millage to the Road Commission general fund Motion Carried.

8. Bridge Millage Transfer #Bridge 2021-2 -

2021-M-292

Motion by Thomas Young, seconded by Dan Grimshaw to approve the Bridge Millage transfer request of \$670,881.08 as identified by voucher #Bridge 2021-2 dated December 3, 2021 for the transfer of Bridge Millage to the Road Commission general fund Motion Carried.

9. Primary Road Millage Transfer #Road 2021-1 -

2021-M-293

Motion by Thomas Young, seconded by Dan Grimshaw to approve the Primary Road Millage transfer request of \$1,440,761.48 as identified by voucher #Road 2021-1 dated December 6, 2021 for the transfer of Primary Road Millage to the Road Commission general fund Motion Carried.

10. Tuscola County 2022 Public Budget Hearing -

2021-M-294

Motion by Dan Grimshaw, seconded by Kim Vaughan to recess the Board of Commissioners meeting for the 2022 Budget Public Hearing at 9:00 a.m. Motion Carried.

Recessed at 9:00 a.m.

Reconvened at 9:48 a.m.

At 9:48 a.m., there were a total of 26 participants attending the meeting virtually.

11. Adoption of the 2022 County All Funds Budget General Appropriations Act -

2021-M-295

Motion by Thomas Young, seconded by Kim Vaughan to approve the General Appropriations Act adopting the 2022 County Budget be approved and copies of the adopted budget incorporated with the financial reporting section on the county web page making this information available to County Officials and the public.

Roll Call Vote:

Yes: Thomas Young, Thomas Bardwell, and Kim Vaughan

No: Doug DuRussel and Dan Grimshaw

Motion Carried.

12. Closed Session for Written Legal Memorandum -

2021-M-296

Motion by Kim Vaughan, seconded by Thomas Young that the Board meet in Closed Session under Section 8(h) of the Open Meetings Act to discuss the contents of a written legal memorandum from its attorney, which is exempted from disclosure under Section 13(1)(g) of the Freedom of Information Act, with Eric Morris with Braun

Kendrick, Clayette Zechmeister, Jodi Fetting, Shelly Lutz and Eean Lee to be allowed to attend the closed session at 10:10 a.m.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

Recessed at 10:10 a.m.

Reconvened at 10:40 a.m.

At 10:40 a.m., there were 20 participants attending the meeting virtually.

13. Closed Session for Labor Strategy -

2021-M-299

Motion by Doug DuRussel, seconded by Kim Vaughan that the Board meet in Closed Session, pursuant to Section 8(c) of the Open Meetings Act, in order to discuss strategy connected with the negotiation of collective bargaining agreements with Eric Morris with Braun Kendrick, Clayette Zechmeister, Jodi Fetting, Shelly Lutz, Glen Skrent, Robert Baxter and Eean Lee to be allowed to attend the closed session at 10:41 a.m.

Yes: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, and Dan Grimshaw

Motion Carried.

Recessed at 10:41 a.m.

Reconvened at 11:39 a.m.

At 11:39 a.m., there were 24 participants attending the meeting virtually.

2021-M-302

Motion by Doug DuRussel, seconded by Thomas Young that the County accept the Police Officers Association of Michigan (POAM) December 14, 2021 proposal for the Sheriff's Road Deputies Unit. I further move that Chairman Bardwell is authorized to execute a final collective bargaining agreement consistent with the terms of the December 14, 2021 accepted proposal. Motion Carried.

2021-M-303

Motion by Dan Grimshaw, seconded by Doug DuRussel that the County accept the Police Officers Association of Michigan (POAM) December 9, 2021 proposal for the Corrections Unit. I further move that Chairman Bardwell is authorized to execute a final collective bargaining agreement consistent with the terms of the December 9, 2021 accepted proposal. Motion Carried.

Old Business

1. Guidehouse Memo on Facility Project Renovation and American Rescue Plan Act

(ARPA) Funds Usage Update -

David Sernick, Guidehouse Senior Consultant, State and Local Government, provided an overview of the Support the Public Health Response, Respond to the Negative Economic Impacts, Premium Pay for Essential Workers, Revenue Loss, Investments in Infrastructure and ARPA Proposals Eligibility Assessment presented to the Board.

2. Request for Proposal (RFP) on Office Space Needs Review -

Clayette Zechmeister provided an overview comparing the two bids received from the RFP on County Space Needs. The comparison was for if the County were to complete the build out. Board discussed the option of the county building a new building rather than leasing a building. The Board discussed the potential cost of CPI that could be added to the Ransford-Wasik proposal after the first five years. Board discussed the options for each bid on having a turn-key option which was discussed as proposal two. Matter discussed at length.

Commissioner Grimshaw excused at 1:30 p.m.

Commissioner DuRussel excused at 2:05 p.m.

Recessed at 2:05 p.m.

Reconvened at 2:12 p.m.

At 2:12 p.m., there were 15 participants attending the meeting virtually.

3. 2019 Scrap Tire Grant Amendment for 2022 -

Mike Miller, Building and Grounds/Recycling Director, presented the request at the December 13, 2021 Committee of the Whole meeting

2021-M-304

Motion by Kim Vaughan, seconded by Thomas Young to extend the Scrap Tire grant agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) from December 31, 2021 to December 31, 2022. Motion Carried.

4. Cash Over/Short Policy -

Ashley Bennett, County Treasurer, presented the proposed policy at the December 13, 2021 Committee of the Whole meeting.

2021-M-305

Motion by Kim Vaughan, seconded by Thomas Young to approve the proposed Cash Over/Short Policy as presented by the Tuscola County Treasurer. Motion Carried.

5. Weighmaster Contract with the Tuscola County Road Commission -

Clayette Zechmeister presented the proposed contract at the December 13, 2021 Committee of the Whole meeting.

2021-M-306

Motion by Thomas Young, seconded by Kim Vaughan to approve the 2022 & 2023 agreement for Weighmaster enforcement services between the Tuscola County Road

Commission and the Tuscola County Sheriff's Department; 2022 in the amount of \$94,692.00 and for 2023 in the amount of \$97,620.00. Motion Carried.

6. Request to Use Courthouse Lawn -
Clayette Zechmeister presented the request received at the December 13, 2021 Committee of the Whole meeting.

2021-M-307

Motion by Kim Vaughan, seconded by Thomas Young to approve the request from Tuscola County Right to Life to use the Courthouse lawn for the annual Memorial Service on Sunday, January 23, 2022 at 3:00 p.m. Motion Carried.

Correspondence/Resolutions

1. Alpena County Resolution #21.29 Supporting ARP State Match Funds
2. Delta County State of Emergency
3. Ogemaw County Resolution 21-152 Oppose Senate Bill 597 and Senate Bill 598
4. Denmark Township Policy No 2021-12 Support for Tuscola County Board Commissioner Resolution 2021-13
5. Tuscola County Road Commission Minutes November 24, 2021

Commissioner Liaison Committee Reports

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works

EDC is partnering together to host a Job Fair January 13, 2022 at Rawson Memorial Library.

Great Start Collaborative

Human Services Collaborative Council (HSCC)

Jail Planning Committee

MAC Agricultural/Tourism Committee

Region VI Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
TRIAD
Meeting Canceled
Local Units of Government Activity Report

Vaughan

No Update.

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

DuRussel

Absent

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard

Local Units of Government Activity Report

Grimshaw

Absent

Behavioral Health Systems Board

Recycling Advisory

Local Units of Government

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Other Business as Necessary

None

Extended Public Comment

None

Adjournment

2021-M-308

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 2:19 p.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk



MINUTES

Public Hearing Meeting

9:00 AM - Thursday, December 16, 2021

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Call to Order

Commissioner Thomas Bardwell called the 2022 Tuscola County Budget Public Hearing, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 16th day of December, 2021, to order at 9:00 o'clock a.m. local time.

Commissioners Present In-Person:

Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioners Absent:

None

Others Present In-Person:

Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Sandy Nielsen, Debbie Babich, Mark Ransford, Mike Miller

Also Present Virtual:

Tracy Violet, Barry Lapp, Debbie Babich, K. Free, Dara Hood, Matt Brown, Pam Shook, Larry Zapfe, Mark Haney, Alecia Little, Mike Slade, Mary Drier, Kate Curtis, John Fraser

Public Hearing

1. Tuscola County 2022 Budget -

Clayette Zechmeister reviewed the 2022 All Funds Budget along with what amount will be remaining in the contingency fund. Labor Negotiations are continuing but the 2022 Budget includes a 3% wage increase as a placeholder. The budget may need to be amended based on the outcome of the negotiations.

Clerk Fetting addressed the Board regarding receiving an Election Programming Stipend. The amount proposed would be based on a per precinct basis and on a flat rate amount. Board would like to have the County Attorney review how to properly implement this. Matter to be placed on the January 16, 2022 Board Agenda.

Sandy Nielsen addressed wage increases given to the Assistant Prosecutors with the proposed 3% non-union wage increase on top of that increase. By doing that, those employees would be put in the upper section of the top-paid county employees above

Elected Officials and Department Heads. She expressed concerned that Elected Officials and Department Heads are not being recognized.

Board thanked the Administrative team for the efforts in preparing the proposed 2022 budget.

Public Comment

None

Adjournment

Public Hearing adjourned at 9:48 a.m.

Jodi Fetting
Tuscola County Clerk

Jodi Fetting
Tuscola County Clerk

DRAFT

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
Section 2 Recruitment, Selection, & Appointment	2.3 Selection: ...Reference checks will be completed on the applicant. by the Department/Division Head.	Ref. checks currently done by Admin Srvs. Coord.
	2.4 Open Competitive Selection: ...Job vacancies shall be posted internally for five (5) working days and any staff on layoff will be notified of opening with the option to apply. The vacancy may be advertised to the general public at the same time. If a position opens for which an individual on layoff or imminent layoff is qualified for, the position will not be posted and the qualified individual shall be placed in that position.	Change to policy.
Section 3 Probationary Period /Seniority	3.3 Seniority Definition: ...Seniority shall be calculated in hours worked including overtime hours	Clarification of language.
Section 5 Compensation	5.2 Administration, Amendment and Authorization: A wage scale review will be completed every 5 3 years with data gathering to begin during the 4th - 2nd year of the five three year cycle unless waived by a vote of the employees.	Change to policy.
	5.4 Overtime/Compensatory Time: Hourly employees who are required to work more than forty (40) hours in any work week will may choose to receive compensatory time in lieu of receiving additional pay for the hours worked. This compensatory time shall be credited at the rate of one and one half (1-1/2) hours for every hour actually worked in excess of forty (40) hours in any workweek. Hourly employees who are required to work more than thirty-seven and one half (37.5) but less than forty (40) hours in any work week and whose schedule is unable to be changed so that the number of hours worked in that workweek and the number of hours worked in the other workweek in that pay period is seventy-five (75) or less will receive compensatory time at the rate of one (1) hour for every hour worked in excess of thirty-seven and one half (37.5) hours but less than forty (40) hours in that workweek. Compensatory time off may be accumulated to a maximum of twenty-two and one-half (22.5) hours. Additional accumulated hours may be approved by the Health Officer in the event of a public health emergency.	Language not necessary in this section (repetitive from previous subsection) Additional language.
	5.5 Reclassification of Position: If an employee's position is reclassified to a higher pay grade, the employer shall place the employee on the wage scale step in the new classification that provides for at least a 3% wage increase not to exceed top step of classification.	Change to policy.

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
Section 6 Employee Benefits	<p>6.9 COBRA: If the Fiscal Human Resources Division is aware of your qualifying event, you or your family members will be notified of COBRA eligibility by mail or in person with obtainment of employee's signature of receipt. If you experience a qualifying event that the Fiscal Human Resources Division is not aware of, please notify the Fiscal HR Division so COBRA coverage may be offered.</p>	COBRA Notifications are currently done by Admin Svcs. Coord.
	<p>6.14 Health Care Savings program: MERS HCSP was discontinued effective August 21, 2020 and all inactive divisions closed by BOH approval. Employees who currently have an active division/account will be not be allowed to make changes going forward. Once the current participants terminate (or retire) from TCHD their division will be closed by BOH approval. The Health Department has established a Health Care Savings Program in which all employees must participate. Types of contributions that will be allowed include 1) Mandatory Employee Contributions—a percentage of the employee's wage or a pre-set dollar amount per pay; 2) Mandatory Leave Conversion—upon separation (including retirement) up to 100% of the employee's banked annual leave and upon retirement or employee death, up to 50% of banked sick leave or up to 100% of severance pay; or for those hired after June 1, 2016, 37.5 hours annually of unused PTO at the end of one year period based on date of hire. This calculation will be based on the current rate of pay. 3) Employee Elective Contributions—An employee that is part of a group may choose to designate an additional contribution above the amount agreed upon by the designated group. If an employee elects to make a contribution above the designated group amount, this contribution will be made post-tax. A variety of groups have been identified based upon the following criteria: 1) quarter and year of hire; 2) full or part time status and 3) job classification. Participation in the program is mandatory for all employees. All employees within a defined group must agree upon the mandatory employee contribution amount and type. The employee contribution made through their defined group may be made tax-free into the employee's individual account. This program will be managed by MERS. An administrative fee will be charged by MERS for those employees making a financial contribution to the plan. Upon leaving employment of Tuscola County Health Department, the employee's account balance is available for tax-free reimbursement from MERS for medically related expenses, including health insurance premiums for the employee and eligible dependents. Changes in designated group contributions may only be made in January of each year and are effective February 1st. Exceptions for changes to an agreement outside of open enrollment will only be allowed with authorized approval of the Health Officer. Any changes in the mandatory contribution amounts must be agreed upon by all individuals in that group.</p>	Due to changes in IRS guidelines for HCSP, it was decided to discontinue this benefit. Inactive accounts closed and active accounts may not be changed until employee leaves employment.

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
Section 7 Transfers/Shifts /Reassignments	7.2 Transfer to a Different Classification: If an employee transfers to a higher pay grade, the employer shall place the employee on the wage scale step in the new classification that provides for at least a 3% wage increase not to exceed top step of classification.	Change to policy
	7.4 Inter-program shifts: An inter-program shift may be implemented without employee consultation if needed for the purposes of administrative efficiency.	Language change to reflect current policy
Section 10 Hours of Work	10.3 Lunch & Rest Periods: Rest periods shall be considered as working time, however, lunch periods shall not be considered working time as staff may be permitted to leave agency grounds.	Language added to clarify.
	10.6 Acts of God: If you are in question as to whether the Health Department will be open at the start of the work day, please check social media, local television and stations and tune to WIDL-FM 92.1 or WKYO-AM 1360 local radio stations. In the absence of a closure message on the radio by one of these methods , assume the Health Department will be open for business unless you have received a phone tree message that the agency is closed. If the Health Department closes as noted above and an employee has left work prior to the time of closure or was not at work at the start of the day, the employee will be expected to take personal or annual time Paid Time Off for the difference in hours.	Updating policy
Section 11 Termination of Services	11.1 Voluntary Separation: A minimum of two (2) weeks-notice of intended resignation shall be required for all staff with the exception of Division Heads (Environmental Health Director, Fiscal Manager, Nursing Administrator, MIS Manager, VA Director), Mid-Level Practitioners, Assistant Nursing Director, and Health Officer, who are required to give one month notice.	Added VA Division Head
Section 14 Annual Leave	14.1 Allowance: Every full-time employee (75 hours per pay) [hired before June 1, 2016] of the Tuscola County Health Department will be credited with annual leave with pay...	Clarification of policy
	14.2 Eligibility: Initially, the Service Date will be the employee's date of hire. The Service Date will change to disallow service credit for unpaid leave time utilized by the employee. Annual leave will not be credited to probationary employees. When a probationary employee completes their probationary period (including any extensions) and receives a satisfactory performance evaluation signed by the Division Head and Health Officer, s/he will be credited with annual leave corresponding to the length of employment.	Remove language. No longer valid. New hires are covered by PTO policy.
	14.3 Equivalent Allowance: Part-time employees [hired before June 1, 2016] rendering part-time service shall be entitled to annual leave with pay, in accordance with their service date and in proportion to their time actually worked.	Clarification of policy

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
Section 15 Sick Leave	15.1 Allowance: Every full-time employee (75 hours/pay) [hired before June 1, 2016] shall be entitled to sick leave with pay	Clarification of policy
	15.3 Equivalent Allowance: Part-time employees [hired before June 1, 2016] rendering part-time service shall be entitled to sick leave with pay in proportion to their time actually worked.	Clarification of policy
	15.4 Utilization: Sick leave may be utilized by an employee in the event of illness, for mental health , injury, temporary disability, or exposure to contagious disease endangering others.	Additional language
	15.10 Worker's Compensation: In the case of work related incapacitating injury or illness for which an employee is, or may be eligible for worker's compensation benefits under the Michigan Workmen's Compensation Law.	Remove from Section 15 and becomes Section 16 (pertains to all staff with either sick leave or PTO)
	15.11 Disability Coverage: TCHD will provide a group policy providing short and long term disability insurance for employees (Attachment 10). The cost of these policies will be paid by TCHD. An employee must work thirty (30) hours per week to be considered eligible for disability insurance. Annual/personal/sick/PTO leave may be utilized to make up to 100% of employee's pre-disability earnings if allowed by the plan.	Remove from Section 15 and becomes Section 16 (pertains to all staff with either sick leave or PTO)
	15.13 Family and Medical Leave Act (FMLA)	Remove from Section 15 and becomes Section 16 (pertains to all staff with either sick leave or PTO)
Section 16 Family & Medical Leave Act, Disability Leave/Coverage, Workers' Compensation	<u>New Section created.</u> These policies were listed under "Sick Leave" Section and actually pertain to all employees (those with sick leave or PTO), not just those with sick leave.	All sections from this point forward will be renumbered.
Section 17-18 Other Leaves	17.4 18.4 Court Services: In consideration of receiving their regular pay, employees shall assign to the Tuscola County Health Department all other remuneration when received for jury duty or witness fees during for the same period, except mileage.	Language change to clarify.
Section 18 19 PTO (Paid Time Off) Leave	18.1 19.1 Allowance: New full-time (75 hours per pay) employees [hired on or after June 1, 2016] will be awarded eighteen (18) paid time off (PTO) days. Part-time employees [hired on or after June 1, 2016] will be awarded PTO days pro-rated in proportion to their budgeted position.	

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
	19.3 Proof/Evidence of Fitness: Any employee who is absent for longer than three days due to personal illness, must get a slip from their doctor stating cause for absenteeism and employee's ability to return to work (see FMLA section). The Health Officer or designee may also request a slip containing the above information from their doctor for employee absences of 3 days or less. The Health Officer or designee may require that an employee present medical certification of his/her physical or mental fitness to return to, or to continue work.	Added to this section. Same language listed in section 15.
	19.5 PTO Rollover into Health Care Savings: At the end of the one year period an employee who elects to receive pay for unused PTO days may designate the calculated wages to be rolled into their MERS Health Care Savings Plan. This calculation will be based on the current rate of pay and will be tax free as allowed. In order for an employee to elect this option, they must have completed a Health Care Savings form in January and had it approved by the BOH.	Removed. No longer an option - Health Care Savings discontinued.
Section 22-23 Vehicle Policy	22.4-23.4 Health Dept. Vehicle Insurance: Health Department vehicles shall be insured through the County. Vehicle insurance records are maintained by the TCHD Fiscal Division, but it is the Administrative Services Coordinator's responsibility to monitor and will notify the Tuscola County Human Resources Coordinator County when a vehicle is added, deleted removed, or transferred in order to maintain up-to-date records. The Administrative Services Coordinator will provide the vehicle's primary driver with up-to-date copies of proof of insurance as they arrive at the Health Department.	Updating policy.
	22.5-23.5 Accident Reporting: For Health Department vehicles, a MMRMA claim form and two bids are needed for insurance purposes. The Administrative Services Coordinator or designee will be responsible for obtaining these bids. These bids, a police report, and the completed claim form will be forwarded to the County Human Resources office Controller's office for processing the Insurance Claim. The Controller's office County HR office will inform the Health Department where and when the vehicle can be repaired.	Updating policy.
Section 23 24 Work Rules	23-1 24.1 Worksite: Employees will only conduct authorized business only on Health Department premises or offsite clinics.	Language added to include offsite.
	24.12 24.12 Email & other Telephonic Communication: All employees must sign and comply with the MIS Acceptable Use Policy, and Computer Usage Information Policy. and Consent and Waiver to Use/Access the Internet.	Reflects change to MIS process.
	23.17 24.17 Interagency Communication: A newsletter called the Tidbits is distributed to employees and contains information regarding the agency. It is important that all employees read the entire newsletter.	No longer have the newsletter.

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
---------	-----------------------------	-------------------

24.22 Employee Breastfeeding Policy: The Tuscola County Health Department provides a supportive environment to enable breastfeeding employees to express their milk for their infants after returning to work during work hours. This policy shall be communicated to all current employees and included in new employee orientation training.

Agency Responsibilities:

Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- **Milk Expression Breaks**
 - Breastfeeding employees are allowed to breastfeed or express milk during work hours using their normal breaks and meal times. For time that may be needed beyond the usual break time, employees may use PTO or may make up the time as negotiated with their supervisor(s).
- **A place to Express Milk**
 - A private room (not a toilet stall or restroom) shall be available for employees to breastfeed or express milk. The room will be private and sanitary, located near a sink with running water for washing hands and rinsing out breast pump parts, and have an electrical outlet. If employees prefer, they may also breastfeed or express milk in their own private office space, or in other comfortable locations agreed upon in consultation with the employee’s supervisor. Utilization of shared office space for milk expression may occur with consent of other parties (i.e. office roommate).
- **Storage**
 - Milk expressed may be stored in the general refrigerator, in employee’s personal cooler.
- **Breastfeeding Equipment**
 - TCHD can provide an electric pump to assist breastfeeding employees with milk expression during work hours. TCHD provides a hospital grade pump that can be used by more than one breastfeeding employee and personal attachment kits will be available if needed.
- **Education**
 - Prenatal and postpartum breastfeeding information and resource materials are available for all mothers and fathers as well as their partners.
- **Accommodations for breastfeeding will be made for at least one year following the birth of the employee’s child or longer as agreed upon by employee and supervisor.**

Employee Responsibilities

- **Communication with Supervisors**
 - Employees who wish to express milk during the work period shall keep supervisors informed of their needs so that appropriate accommodations and time compensation can be made to satisfy the needs of both the employee and the Tuscola County Health Department.
- **Maintenance of Milk Expression Areas**
 - Breastfeeding employees are responsible for keeping milk expression areas clean

New policy

**TUSCOLA COUNTY HEALTH DEPARTMENT
2021 CHANGES IN PERSONNEL POLICIES**

SECTION	LANGUAGE CHANGE OR ADDITION	REASON FOR CHANGE
Section 25 26 Telecommunications	Throughout this section the word “facsimile” is replaced by “fax machine”.	Update
	<p>25.2 26.2 TCHD Phones: (B) Personal Use: Receipt/return of personal calls by employees shall be limited and shall be of an urgent nature that can’t wait until the end of the work day or scheduled break period. Personal cell phones are NEVER to be used in a client service area.</p> <p>C) Payment: Any long distance charges incurred by the employee for personal phone use of TCHD phones will be the responsibility of the employee to pay. The employee shall provide a note to the Fiscal Division that lists: 1) employee name; 2) date call made; 3) phone number called; and 4) program code entered to access the long distance line. Upon receipt of the TCHD phone bill, the Account Clerk will notify the employee of the charges incurred for that call. It is expected that the employee will pay the bill promptly.</p>	Clarification of policy.
	25.3–26.3 TCHD Cellular Phones and Mobile Devices	Add “Mobile Devices” to cellular phone throughout section
Section 26 27 National Disaster Volunteer Support Policy	26.4-27.1 POLICY: 6. The Leave will be without compensation, except that the Employee will be eligible to use up to 5 days of available, accrued annual leave or PTO time and for every day of such leave time donated by the Employee as a volunteer in active service in an Extra-Territorial Emergency, TCHD will match the day with an additional leave day to be used during the disaster. In no event, however, shall the Employee be entitled to receive more than 5 additional matching annual leave or PTO days to be used during the disaster pursuant to this Policy during any one Extra-Territorial Disaster Leave.	Adding Paid Time Off (PTO) to current policy for those hired on/after 6-1-2016
Attachment 16 Expense Reimbursement	<u>Meal Allowance:</u> Meal Allowance per day is \$35 \$50 (including gratuities) and is set by the Board of Health, however, exceptions may be granted by the Health Officer. Gratuities charge may not exceed 15% 20% of meal cost and may only be charged for meals that occur in a restaurant where it is customary to leave gratuities. Under no circumstances will alcohol be paid for by the Agency.	Asking for change to expenses reimbursed.



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 22-03](#) [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 17-Dec-2021



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Purdy Building

3 messages

Mike Miller <mmiller@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Dec 20, 2021 at 12:23 PM

The wall repair to Purdy and the Sign are not going to be completed in 2021 and I would like to request that they be carried forward to 2022.

Line items 483-933-019.003 Sign
and 483-933-019.004 Purdy exterior stucco repair

Thank you
Mike

Clayette Zechmeister <zclay@tuscolacounty.org>
To: Mike Miller <mmiller@tuscolacounty.org>

Mon, Dec 20, 2021 at 12:55 PM

I will get this on for action on the 29th as a 2022 Budget Amendment.

[Quoted text hidden]

--

Clayette A. Zechmeister

Clayette A. Zechmeister
Tuscola County Controller/Administrator
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

CONFIDENTIALITY NOTICE

The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited if you have received this communication in error. Please notify us by telephone immediately.

Mike Miller <mmiller@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Dec 20, 2021 at 1:02 PM

Thank you
[Quoted text hidden]



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

AGREEMENT FOR ENFORCEMENT SERVICES FY 2022 & 2023

TUSCOLA COUNTY SHERIFF

TOWNSHIP OF MILLINGTON

TWO OFFICERS

THIS AGREEMENT, made and entered into on this first day of January 1, 2022 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the TOWNSHIP of Millington, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. Two officers, deputy sheriffs, for eighty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers approved annual vacation leave, compensatory time, personal business day (s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time. The hours of duty shall commence and end at the offices of the Township of Millington.

2. The officers on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officers provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2022 & 2023)

standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and TOWNSHIP, which cannot be resolved, either party may terminate the contract without cause upon 60 days' prior written notice.

3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Millington and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Millington. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.

4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, and any other items or equipment necessary and ordinary to the activities and duties of police. The SHERIFF, at times, can provide assistance with vehicle repairs at material cost, the TOWNSHIP shall determine where the vehicle is serviced. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law. The SHERIFF may provide, based upon availability, a patrol vehicle on a temporary basis while the TOWNSHIP'S vehicle is being serviced.

5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.

6. It will be the responsibility of the Sheriff's deputies assigned to Millington Township to keep the patrol vehicle clean inside and out with the TOWNSHIP providing the monies and supplies to do so.

7. Each deputy assigned to the TOWNSHIP shall have and acknowledged what the current contract is with the TOWNSHIP.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

8. When a shift is not going to be filled, thus no one will be on duty the SHERIFF'S responsibility is to notify the Township Supervisor or the Millington Township Office in a timely manner and let them know that no one will be on duty.

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2022 & 2023)

ARTICLE II

THE TOWNSHIP SHALL:

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a patrol car, mobile radio communication, gasoline, and repair as needed on such equipment as shall be provided by the TOWNSHIP hereunder.
2. The patrol car provided by the TOWNSHIP shall be titled in the name of the TOWNSHIP and of such type and condition, as the SHERIFF shall require. The car will not be sent outside the limits of the TOWNSHIP of Millington on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.
3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officers on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.
4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement to the extent permitted by law.
5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2022 & 2023)

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.

Computation of annual cost for two officers for year 2022:

A.	Salary, two officers per week (includes longevity and college as appropriate):	
1.	Salaries Permanent	\$ 107,910
2.	Shift Premium	\$ 1,300
3.	Disability Plan	\$ 884
4.	Unused sick time payout	\$1700
5.	Salaries Temporary	\$1,000
6.	Salaries Overtime	\$13,000
7.	Worker’s Compensation	\$1,200
8.	Health & Dental & Vision Insurance	\$34,500
9.	FICA	\$9,300
10.	Life Insurance	\$89
11.	Retirement	\$5,310 + (6,093 POB)
12.	Supplies, Printing, and Postage	\$0
13.	Vehicle Operational Supplies	\$0
14.	Gas, Oil, or Grease	\$0
15.	Employee Laundry	\$100
16.	Health Services Blood Alcohol	\$300
17.	Insurance & Bonds	\$6,724
18.	Equipment Repair and Maintenance	\$200
19.	Vehicle repair & Maintenance	\$ 0
20.	Health Insurance Incentive	\$ 0
	Total:	\$ 189,610

* Wages and benefits vary greatly with deputies. As always only actual costs are billed.

A 3% wage increase has been included but has not been officially adopted yet.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY – 2022 & 2023)

Computation of annual cost for two officers for year 2023:

B.	Salary, two officers per week (includes longevity and college as appropriate):	
1.	Salaries Permanent	\$111,147
2.	Shift Premium	\$1300
3.	Disability Plan	\$975
4.	Unused sick time payout	\$1700
5.	Salaries Temporary	\$1,000
6.	Salaries Overtime	\$13,000
7.	Worker’s Compensation	\$1,200
8.	Health & Dental & Vision Insurance	\$34,500
9.	FICA	\$9,600
10.	Life Insurance	\$95
11.	Retirement	\$5,470 + (6,276 POB)
12.	Supplies, Printing, and Postage	\$0
13.	Vehicle Operational Supplies	\$0
14.	Gas, Oil, or Grease	\$0
15.	Employee Laundry	\$100
16.	Health Services Blood Alcohol	\$300
17.	Insurance & Bonds	\$6,724
18.	Equipment Repair and Maintenance	\$200
19.	Vehicle repair & Maintenance	\$ 0
20.	Health Insurance Incentive	\$ 0
	Total:	\$ 193,587

* Wages and benefits vary greatly with deputies. As always only actual costs are billed.
A 3% wage increase has been included but has not been officially adopted yet.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY – 2022 & 2023)

2. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.
3. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.
4. The SHERIFF will provide for service in the Township, under terms of this agreement, officers with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officers who are assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2022, and ending December 31, 2023; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.
2. In the event the TOWNSHIP desires to renew this agreement for any succeeding period, the TOWNSHIP shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;
3. Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the TOWNSHIP, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2022 & 2023)

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

1. Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and obtaining information by telephoning 989-673-8161 at all hours.
2. The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.

IN WITNESS WHEREOF, the Township Board of Millington, by resolution adopted by its Township Board, caused this agreement to be subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF MILLINGTON

County of TUSCOLA

By: Robert Loomis II

By: _____

Robert Loomis, Supervisor

Thomas Bardwell, Chairperson of the

Millington Township

Tuscola County Board of County Commissioners

By: Jachiod Sabgash
Millington Township

By: _____
Clerk

Jodi Fetting, Tuscola County Clerk

By: _____

Glen Skrent, Sheriff



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

AGREEMENT FOR ENFORCEMENT SERVICES

TUSCOLA COUNTY SHERIFF

TOWNSHIP OF VASSAR

ONE OFFICER FOR

FY-2022 & 2023

THIS AGREEMENT, made and entered into on this first day of January 2022 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the TOWNSHIP of Vassar, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and

WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. One officer, deputy sheriff, for forty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers approved annual vacation leave, compensatory time, personal business day(s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2022 &2023)

2. The officers on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officers provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and VASSAR TOWNSHIP, which cannot be resolved, either party may terminate this agreement on sixty days' notice.
3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Vassar and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Vassar. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.
4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, patrol vehicle oil changes, and any other items or equipment necessary and ordinary to the activities and duties of police. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.
5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.

ARTICLE II

THE TOWNSHIP SHALL:



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2022 &2023)

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls and repairs as needed on such equipment as shall be provided by the TOWNSHIP hereunder.
2. The car will not be sent outside the limits of the TOWNSHIP of Vassar on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.
3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officers on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.
4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.
5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer – FY-2022 &2023)

2. Computation of annual charge for one officer.

FY-2022 Salary, one officer per week at top pay (includes longevity and college as appropriate):

1.	Salaries-Permanent	\$54,475
2.	Shift Premium	\$260
3.	Disability Plan	\$420
4.	Unused sick time payout	\$1,000
5.	Salaries Overtime	\$1,500
6.	Workers Compensation	\$550
7.	Health, Dental & Vision Insurance	\$17,250
8.	FICA	\$4,167
9.	Life Insurance	\$45
10.	Retirement	\$5,588
11.	Supplies, Printing & Postage	\$100
12.	Gas, Oil & Grease	\$3,000
13.	Employee Laundry	\$250
14.	Health Services Blood Alcohol	\$200
15.	Insurance & Bonds	\$3,362
16.	Equip. Repair & Maintenance	\$500
17.	Vehicle Repair & Maintenance	\$1,500
18.	Equipment/Capital Improvements	\$500
19.	Health Insurance Incentive	\$0

Total: \$ 94,667

* Will bill actual cost only. Wages and benefits vary depending on officer assigned.

* A possible 3% is included in this amount but has not been officially approved yet.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer – FY-2022 &2023)

3. Computation of annual charge for one officer.

FY-2023 Salary, one officer per week at top pay (includes longevity and college as appropriate):

1.	Salaries-Permanent	\$56,109
2.	Shift Premium	\$275
3.	Disability Plan	\$475
4.	Unused sick time payout	\$1,100
5.	Salaries Overtime	\$1,500
6.	Workers Compensation	\$575
7.	Health, Dental & Vision Insurance	\$17,250
8.	FICA	\$4,800
9.	Life Insurance	\$60
10.	Retirement	\$6,000
11.	Supplies, Printing & Postage	\$100
12.	Gas, Oil & Grease	\$3,000
13.	Employee Laundry	\$250
14.	Health Services Blood Alcohol	\$200
15.	Insurance & Bonds	\$3,362
16.	Equip. Repair & Maintenance	\$500
17.	Vehicle Repair & Maintenance	\$1,500
18.	Equipment/Capital Improvements	\$500
19.	Health Insurance Incentive	\$0
	Total:	\$ 97,556

* Will bill actual cost only. Wages and benefits vary depending on officer assigned.

* A possible 3% is included in this amount but has not been officially approved yet.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2022 &2023)

5. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.

6. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.

7. The SHERIFF will provide for service in the Township, under terms of this agreement, officers with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officers who are assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

TERM OF AGREEMENT

1. This agreement shall be for the term commencing as of January 1, 2022 and ending December 31, 2023; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

1. Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and may obtain information by telephoning 989-673-8161 at all hours.

2. The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

VASSAR TOWNSHIP – SHERIFF AGREEMENT (One Officer FY-2022 &2023)

3. IN WITNESS WHEREOF, the Township Board of Vassar, by resolution adopted by its Township Board, caused this agreement to subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF VASSAR

By: 

Bruce Foether, Supervisor

By: 
Clerk

County of TUSCOLA

By: _____

Thomas Bardwell, Chairman of the
Tuscola County Board of County Commissioners

By: _____

Jodi Fetting - County Clerk

By: _____

Glen Skrent, Sheriff



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

FY- 2022 & 2023

AGREEMENT FOR ENFORCEMENT SERVICES

TUSCOLA COUNTY SHERIFF

Township of Arbela

1 OFFICER

THIS AGREEMENT, made and entered into on this first day of January, 2022 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the Township of Arbela, Tuscola County, Michigan, hereafter called the "TOWNSHIP".

WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and

WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and

WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.

Now therefore the parties agree:

ARTICLE I

THE SHERIFF SHALL PROVIDE:

1. 1 officer, deputy sheriff, forty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers' approved annual vacation leave, compensatory time, personal business day (s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time. The hours of duty shall commence and end at the offices of the Township of Arbela.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2022 & 2023)

2. The officer on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officer provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the standards of performance, discipline of officer, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and which cannot be resolved either party may terminate this agreement on sixty days notice.

3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Arbelá and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Arbelá. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.

4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, and any other items or equipment necessary and ordinary to the activities and duties of police. The SHERIFF, at times, can provide assistance with vehicle repairs at material cost. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.

5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.

ARTICLE II

THE TOWNSHIP SHALL:

1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2022 & 2023)

patrol car, mobile radio communication, gasoline, and repair as needed on such equipment as shall be provided by the TOWNSHIP hereunder.

2. The patrol car provided by the TOWNSHIP shall be titled in the name of the TOWNSHIP and of such type and condition, as the SHERIFF shall require. The car will not be sent outside the limits of the TOWNSHIP of Arbela on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.

3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officer on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.

4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than such as may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.

5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.

ARTICLE III

THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:

1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2022 & 2023)

2. Computation of annual charge for 1 officer FY-2022.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$54,995*
2.	Shift Premium	\$250
3.	Disability Plan	\$475
4.	Unused sick time payout	\$800
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$2,500
7.	Workers Compensation	\$550
8.	Health, Dental & Vision Insurance	\$17,250
9.	FICA	\$4,600
10.	Life Insurance	\$55
11.	Retirement	\$7,000
12.	Gas, Oil & Grease	\$50
13.	Employee laundry	\$100
14.	Health Services – Blood alcohol	\$250
15.	Insurance & Bonds (liability)	\$3,362
16.	Vehicle Repair & Maintenance	\$1,500
17.	Equip. /Capital Improvements	\$500
18.	Health Insurance Incentive	\$0
	Total:	\$95,237

* Wage includes a 3% increase. As always only actual costs are billed.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2022 & 2023)

3. Computation of annual charge for 1 officer FY-2023.

A. *Salary, 1 officer per week (includes longevity and college as appropriate).

1.	Salaries-Permanent	\$56,645*
2.	Shift Premium	\$250
3.	Disability Plan	\$475
4.	Unused sick time payout	\$800
5.	Salaries-Temporary	\$1,000
6.	Salaries-Overtime	\$2,500
7.	Workers Compensation	\$575
8.	Health, Dental & Vision Insurance	\$17,250
9.	FICA	\$4,800
10.	Life Insurance	\$60
11.	Retirement	\$7,000
12.	Gas, Oil & Grease	\$50
13.	Employee laundry	\$100
14.	Health Services – Blood alcohol	\$250
15.	Insurance & Bonds (liability)	\$3,362
16.	Vehicle Repair & Maintenance	\$1,500
17.	Equip. /Capital Improvements	\$500
18.	Health Insurance Incentive	\$0

Total: \$97,117

* A possible 3% is included in this amount but has not been officially approved yet. As always only actual costs are billed.



SHERIFF

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2022 & 2023)

4. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved with verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.

5. By the tenth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.

6. The SHERIFF will provide for service in the Township, under terms of this agreement, officer with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officer who is (are) assigned for work in the TOWNSHIP under the terms of this agreement.

ARTICLE IV

TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2022, and ending December 31, 2023; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.

2. In the event the TOWNSHIP desires to renew this agreement for any succeeding period, the TOWNSHIP shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;

3. Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the TOWNSHIP, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.



SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

ARBELA TOWNSHIP – SHERIFF AGREEMENT (1 Officer FY- 2022 & 2023)

ARTICLE V

SERVICE TO TOWNSHIP RESIDENTS

- Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and may obtaining information by telephoning 989-673-8161 at all hours.
- The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.

IN WITNESS WHEREOF, the Township Board of Arbela, by resolution adopted by its Township Board, caused this agreement to subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.

TOWNSHIP OF ARBELA


County of TUSCOLA

By: 

Ed Hunt, Township Supervisor

By: _____

Tom Bardwell Chairman of the
Tuscola County Board of County
Commissioners

By: 

Mary C. Warren, Clerk

By: _____

Jodi Fetting, County Clerk

By: _____

Glen Skrent, Sheriff



TUSCOLA

Behavioral Health Systems

November 2, 2020

Sheriff Glen Skrent
Tuscola County Sheriff's Dept.
420 Court Street
Caro, MI 48723

RE: CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

Enclosed please find the Contract for Mental Health Services for Jail Inmates Pass Through between Tuscola Behavioral Health Systems and Tuscola County. Please review and sign if agreeable.

You can return the contract in the enclosed envelope or email it to bowens@tbhs.net. If you have any questions or need additional information, please feel free to contact me at 989-673-6191.

Sincerely,

Breanna Owens
Contract Manager

Enclosures

A Michigan Community Mental Health Authority serving Tuscola County since 1973

Mailing and Administration Address: 323 North State Street, Caro, MI 48723

Clinical Programs located at 1332 Prospect Avenue, Caro, MI 48723

989.673.6191 or 1.800.462.6814 • TDD 1.866.835.4186 • www.tbhsonline.com

CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

This Agreement is made and entered into by and between **Tuscola Behavioral Health Systems**, (TBHS), whose mailing address is 323 N. State St., Caro, Michigan, 48723, and **Tuscola County**, (COUNTY), whose mailing address is 420 Court St., Caro, MI 48723, for the purchase of inpatient psychiatric hospitalization services.

I. Purpose

The purpose of this Contract is to define the roles and responsibilities of TBHS and COUNTY in providing inpatient psychiatric hospital services to inmates incarcerated in the county jail.

II. Contractual Authority

This contract is entered into under the authority granted by Public Act 258 of the Michigan Public Acts of 1974, as amended, in accordance with the rules, regulations, and standards of the Michigan Department of Health and Human Services (MDHHS).

III. Term

This contract shall be in force for the period of October 1, 2021 through September 30, 2022.

IV. County Responsibilities

Under Michigan Compiled Laws (MCL) 801.4, costs incurred providing mental health services to an inmate incarcerated in a county jail are the responsibility of the county. Accordingly, COUNTY agrees to determine the need for and pay for mental health treatment of inmates under its custody. For inmates covered under this agreement requiring inpatient psychiatric services, if COUNTY is aware that the individual is covered by any health care policy or certificate of insurance, COUNTY shall provide that information to TBHS. COUNTY agrees to pay TBHS for services provided through contract between TBHS and state/community hospitals in accordance with the fee schedule identified in Attachment A.

V. Reimbursement

COUNTY shall reimburse TBHS at the rates identified in Attachment A for services rendered by inpatient psychiatric hospitals and billed through contract to TBHS. Any psychiatric hospitalizations of an inmate will be considered as requested and authorized by the COUNTY.

Per the terms of the inpatient hospital contract TBHS has with the hospital identified in Attachment A, the hospital shall seek recovery from all liable third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of an individual's covered benefit. It is the responsibility of the COUNTY to provide the hospital any information regarding third party payment sources at the time that services are provided. Failure on the part of the COUNTY to promptly provide third party information to the hospital shall result in the COUNTY being responsible for the full cost of services.

Due to TBHS' contractual agreements with psychiatric inpatient hospitals, TBHS will authorize and reimburse the hospital for inpatient psychiatric hospitalizations that were required based on Severity of Illness (SI) and Intensity of Service (IS) criteria. The COUNTY will then reimburse TBHS for the cost of these services, less any third party payments received by the hospital. Severity of Illness (SI) refers to the nature and severity of the signs, symptoms, functional impairments and risk potential related to the individual's psychiatric disorders. Intensity of Service (IS) refers to the setting of care, to the types and frequency

of needed services and supports, and to the degree of restrictiveness necessary to safely and effectively treat the beneficiary. Payment is expected within 30 days of the date that the COUNTY is billed by TBHS. All monthly billing statements of TBHS shall specify billable services to each inmate.

VI. Continuing Stay Reviews

TBHS will not be involved in the review of inpatient hospitalizations of individuals placed by the COUNTY in an inpatient psychiatric hospital, when TBHS was not involved in the assessment/admission process. Any requests for additional days of service will receive an automatic approval as TBHS is only acting in the capacity of the flow through entity for billing purposes for these individuals.

VII. Records Management and Administration

A. TBHS shall maintain appropriate records relating to service, client care and financial information as directed by COUNTY. Said records shall be available for review by COUNTY, or by COUNTY'S external audit firm.

TBHS shall keep all records pursuant to this Contract for seven (7) years after the termination of this Contract or as otherwise prescribed by the Department of Health and Human Services.

B. Confidentiality of Records: All records, reports and confidential communications of an individual served under this Contract shall be subject to the requirements for confidentiality set forth in sections 746 and 748 of the Mental Health Code, in the policies, rules and regulations of the Department of Health and Human Services and COUNTY, and any amendments thereto.

IVIII. Indemnification and Hold Harmless

TBHS shall, at its own expense, protect, defend, indemnify and save harmless COUNTY, its officers, employees and agents, from all damages, costs, and expenses, including but not limited to costs from administrative proceedings, COUNTY costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of TBHS or its officers, employees, or agents or those of any contractor or subcontractor of TBHS that may arise out of this Contract. TBHS' responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by TBHS pursuant to the requirements of this Contract.

IX. Independent Contractor Status

A. In performing its responsibilities under this Contract, TBHS shall at all times be deemed and regarded as an independent contractor. Except as may be otherwise provided herein, no persons employed by TBHS shall be considered employees of COUNTY; nor shall any such persons be covered by COUNTY'S worker's compensation insurance, nor entitled to any fringe benefits offered by COUNTY.

B. Nothing in this Contract shall be interpreted as authorizing those employed by it to contract on behalf of COUNTY.

X. Conflict of Interest

TBHS affirms that no principal, representative, agent or another acting on behalf of or legally capable of acting on behalf of TBHS is currently a COUNTY member or employee; nor is any such person related to TBHS currently using or privy to such information regarding COUNTY, which may constitute a conflict of interest.

XI. Non-Discrimination

TBHS prohibits any unlawful discrimination against any employee or applicant with respect to hiring, recruitment, advancement or discharge in the terms, conditions or privileges of employment, or a matter directly or indirectly related to employment solely because of religion, race, color, national origin, age, disability, sex (including sexual orientation), gender identity, height, weight, arrest record, marital status, veteran status, familial status, genetic information or membership in another protected group.

Each of the parties hereto shall not refuse to provide services or discriminate in rendering services on any basis which violates any federal, state or local anti-discrimination law or regulation. Each of the parties hereto shall assure equal access for people with limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency and also in accordance with the ACA Section 1557.

XII. Compliance with the Law

Both parties shall adhere to all applicable local, state and federal laws, ordinances and regulations when rendering services pursuant to this Contract.

XIII. Disregarding Titles

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

XIV. Invalid Provisions

If any provision of this Contract is held to be invalid, the remainder of this Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Contract.

XV. Completeness of This Contract

This Contract contains all of the terms and conditions agreed upon by the parties hereto and no other Contracts, oral or otherwise, regarding the subject matter of this Contract or any part hereof shall have any validity or bind any of the parties hereto.

XVI. Termination

This Contract may be canceled by either party upon a written thirty (30) day notification to the other party. Any changes to this contract require prior written Contract between the parties involved.

XVIII. Certification

The persons signing on behalf of TBHS certify by their signatures that they are authorized to sign this Contract on behalf of TBHS and that this Contract has been authorized by TBHS.

Tuscola County

Tuscola Behavioral Health Systems

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed or Typed Name

Sharon Beals

Printed or Typed Name

Its: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Witnessed By:

Witnessed By:

Date: _____

Date: _____

ATTACHMENT A
Reimbursement Rates

Service	Unit	Rate
Inpatient Hospital Day – BCA Stonecrest	Day	\$796.19
Inpatient Hospital Day – Cedar Creek Hospital	Day	\$975.00
Inpatient Hospital Day – Forest View Hospital	Day	\$997.25
Inpatient Hospital Day – Harbor Oaks Hospital	Day	\$700.00
Inpatient Hospital Day – Health Source	Day	\$925.00
Inpatient Hospital Day – McLaren Health Care Corporation (All locations – Bay, Flint, Lapeer, Port Huron, Macomb, Lansing & Oakland)	Day	\$950.00
Inpatient Hospital Day – Memorial Healthcare	Day	\$1,024.00
Inpatient Hospital Day – Mid-Michigan Health (All locations – Midland, Alpena & Gratiot)	Day	\$900.00
Inpatient Hospital Day – Pine Rest Christian Mental Health Services	Day	\$1,140.00
Caro Center	Day	\$ Local share
<p>Rates are subject to change – TBHS will charge the county the same rate as charged to TBHS for both hospitalization and any psychiatric/physician services as billed to TBHS.</p> <p>If a hospital is utilized that is not on this list, COUNTY agrees to pay the applicable daily rates for hospitalization and psychiatric/physician services as billed to TBHS and any other charges incurred</p>		

The above rates may/may not include psychiatric/physician services – these are often a separate billing in addition to the per diem rate. Any additional billings received related to the inpatient stay will be the responsibility of the COUNTY and will be passed through as part of the billing for inpatient services.

Rates charged to the COUNTY will be the current contract rate that TBHS has established with the Community or State hospital. Rates are subject to change. Any other costs incurred by TBHS related to these inpatient services will be added to the hospital daily rate. These costs could include; administrative costs, clinical costs or supports costs as incurred by TBHS.

TO: Tuscola County Board of Commissioners

FROM: Controller/Administrator and Fiscal Analyst

DATE: December 29, 2021

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

In order to be in compliance with the Uniform Budgeting and Accounting Act certain 2021 year-end financial correcting actions must be made by the County Board of Commissioners. This is an annual county activity that is completed to abide by the conditions of the act. The County Fiscal Analyst and I have identified preliminary recommended year-end adjustments to meet the terms of the Act. It should be noted that, further actions may be required at a later date when the County Auditors (Gabridge & Co.) begin their annual county auditing work. A summary of each of the terms of the act that must be fulfilled is listed below along with a specific recommended Board of Commissioners action.

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

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

			Estimated	2021
Expenditure	2021	2021	Difference	Year End
Category/Department	Amended Budget	Projected Actual	Under Budget (Over Budget)	Amended Budget
Title IV-E CPLR Grant	2,000	3,000	(1,000)	3,000
Jury Commission	5,791	8,791	(3,000)	8,791
Legal Counsel	130,000	160,000	(30,000)	160,000
Clerk	517,740	547,740	(30,000)	547,740
Controller	438,151	458,151	(20,000)	458,151
Co-Op Prosecutor	217,211	234,211	(17,000)	234,211
Planning Commission	4,430	5,000	(570)	5,000
Drain Commissioner	240,887	250,887	(10,000)	250,887
Medical Examiner	75,000	115,000	(40,000)	115,000
Airport Zoning Board	0	500	(500)	500
Sick/Vacation Benefit	5,390	27,890	(22,500)	27,890

See Motion Sheet for Action

- **Correcting Action** - Move that the 2021 general fund activity budgets be amended up to the amounts shown in the table above to prevent actual year-end expenditures from exceeding budget and in order to gain compliance with the Uniform Budgeting and Accounting Act.

2. Special Revenue and Debt Service Fund adjustments so actual year-end expenditures/revenues do not exceed budget at the total fund level

The following is a list of special revenue and debt service budgets (departments) where actual year end expenditures/revenues exceeded budget. These budgets need to be increased so actual year-end expenditures/revenues do not exceed budget.

	2021	2021	Estimated	2021	
	11-30-21	Projected	Difference	Year End	
	Amended	Actual	Under Budget	Amended	
Special Revenue Funds	Budget	Exp/Rev	(Over Budget)	Budget	Comments
COUNTY PARKS & RECREATION Revenue	19,500	30,000	(10,500)	30,000	Revenue to Actual
COUNTY PARKS & RECREATION Expense	19,800	24,300	(4,500)	24,300	Expense to Actual
FAMILY COUNSELING Expense	2,000	7,000	(5,000)	7,000	Expense to Actual
HEALTH DEPARTMENT Revenue	3,531,259	5,331,259	(1,800,000)	5,331,259	Revenue to Actual
HEALTH DEPARTMENT Expense	3,592,222	4,292,222	(700,000)	4,292,222	Expense to Actual
REGIONAL DWI NON-GRANT Revenue	20,000	24,000	(4,000)	24,000	Revenue to Actual
REGIONAL DWI NON-GRANT Expense	12,000	21,000	(9,000)	21,000	Expense to Actual
CDBG Expense	50,000	90,000	(40,000)	90,000	Expense to Actual
ROD AUTOMATION Revenue	52,450	62,450	(10,000)	62,450	Revenue to Actual
CPL Revenue	34,200	44,200	(10,000)	44,200	Revenue to Actual
DRUG FORFEITURE Revenue	1,000	360,000	(359,000)	360,000	Revenue to Actual
DRUG FORFEITURE Expense	50,000	160,000	(110,000)	160,000	Expense to Actual
SOLDIERS RELEIF Expense	25,000	35,500	(10,500)	35,500	Expense to Actual
STATE POLICE BUILDING Revenue	10,500	58,606	(48,106)	58,606	Revenue to Actual

See Motion Sheet for Action

- **Correcting Action** - Move that the 2021 special revenue fund budgets be amended up to the amounts shown in the table above to prevent actual year-

end expenditures/revenues from exceeding budget and in order to gain compliance with the Uniform Budgeting and Accounting Act.

3. Correct Special Revenue and Debt Service Funds with Deficits

The following is any special revenue and debt service funds where actual expenditures will exceed revenues and beginning fund balance at year-end if temporary supplemental general fund appropriations are not provided. If adjustments were not made the fund would finish the year in a deficit and the state would demand that a corrective action plan be developed.

GENERAL FUND APPROPRIATIONS		
Friend of the Court		\$130,000
Arbela Township Police Svc Contract		\$10,000
Vassar Township Police Svc Contract		\$20,000
Millington Township Police Svc Contract		\$34,440
Victim Services Grant		\$49,200
Animal Shelter		\$30,000
Victim of Crime Act Grant		\$12,000
Coronavirus Emergency Supp Funding (CESF)		\$25,000
Mental Health Court		\$9,750
Remonumentation		\$24,000
Indigent Defense		\$30,000
Homeland Security		\$15,100

See Motion Sheet for Action

- **Correcting Action -** Move that *temporary* supplemental appropriations from the general fund up to the amounts shown in the table above be authorized to prevent the identified funds from finishing the 2021 fiscal year in a deficit situation and gain compliance with the Uniform Budgeting and Accounting Act.

4. Delinquent Tax Revolving Fund

Estimated delinquent tax net income for 2021 is approximately \$500,000

See Motion Sheet for Action

- **Correcting Action –** Move to transfer the actual delinquent tax income to the General Fund as budgeted.

5. Other Compliance Adjustments

See Motion Sheet for Action

- **Correcting Action –** Move to authorize staff after consultation with the county auditors to conduct further year-end financial transactions and make other adjustments as necessary to gain compliance with the Uniform Budgeting and Accounting Act.



GILFORD TOWNSHIP

Tuscola County

6230 Gilford Rd., Fairgrove, MI 48733

Hall Number: 989-693-6394 Fax Number: 989-693-6407

Website: www.gilfordtownship.com

December 13,2021

Tuscola County Controllers Office
125 W. Lincoln Street #500
Caro, MI 48723

Re: Gilford Township Flood Damage Program

To Whom it May Concern:

Enclosed please find an updated resolution pertaining to the National Flood Insurance Program. Gilford Township adopted resolution 2021-19 at the December 9,2021 Board Meeting. From direction of our lawyer, John J. McQuillan, we need Tuscola County to countersign. Please review and sign the enclosed resolution and return to Gilford Township. A return envelope is enclosed for your convenience.

Thank You

A handwritten signature in cursive script that reads "James E. Stockmeyer".

James Stockmeyer
Gilford Township Supervisor
6230 Gilford Road
Fairgrove MI 48733

JOHN J. McQUILLAN P.L.C.
ATTORNEY AT LAW

708 CENTER AVENUE, SUITE 3
BAY CITY, MICHIGAN 48708-5975

TELEPHONE: (989) 894-2125
CELL PHONE: (989) 225-4920
FAX NO.: (989) 894-0945
E-mail: johnmcquillan@att.net

December 1, 2021

Via First Class Mail and Email: gilfordtwp@airadvantage.net

Mr. James E. Stockmeyer
Gilford Township Supervisor
9681 Parrent Road
Reese, MI 48757

Re: Gilford Township Flood Damage Program

Dear Jim:

Enclosed please find an updated **Resolution** pertaining to the National Flood Insurance Program. I have modified this resolution from the prior resolution 2020-01. Please review the Resolution and, if acceptable, it should be adopted at the December 9 meeting of the Gilford Township Board of Trustees. After it has been adopted, the Resolution should be presented to Tuscola County to countersign. After that step has been completed, send me a countersigned copy of the Resolution, which I will then forward to the NFIP Coordinator in the Michigan Department of Environment, Great Lakes, and Energy.

If you have any questions, please feel free to contact me.

Very truly yours,

JOHN J. McQUILLAN P.L.C.

By:
John J. McQuillan

JJM/bjb
enclosure

cc: Ms. Diane Spencer

RESOLUTION NO. 2021- 19

GILFORD TOWNSHIP
COMMUNITY RESOLUTION AND INTERGOVERNMENTAL
AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT
FOR THE NATIONAL FLOOD INSURANCE PROGRAM

Community A (NFIP Community): Gilford Township, Tuscola County, Michigan

Community/Entity B (enforcing agency): County of Tuscola.

WHEREAS, Gilford Township desires to participate in the Federal Emergency Management Agency's (FEMAs) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community; and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.

2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.

3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).

4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

5. **Floodplain management regulations** means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. **Structure** means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G if adopted by Gilford)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document Tuscola County affirms and agrees on behalf of Gilford Township to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the Construction Code Act and the State Construction Code, specifically the Michigan Residential Code and Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Gilford Township’s political boundaries, and

WHEREAS, Gilford Township and the County of Tuscola enforce floodplain regulations of the construction code act, and Gilford Township wishes to ensure that the administration of that code complies with requirements of the NFIP, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. Gilford Township and County of Tuscola agree that County of Tuscola’s officially designated enforcing agent for the construction code act be directed to administer, apply, and enforce on Gilford Township’s behalf the floodplain management regulations as contained in the state construction code (including Appendix G, if adopted) and to be consistent with those regulations by:
 - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.
 - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, “Water Resources Protection,” of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the County of Tuscola shall implement the following applicable codes according to their terms:
 - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
 - ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
 - iii) Appendix G of the current Michigan Building Code.
 - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
 - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
 - e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.
 - f. Advising FEMA of any changes in community boundaries, including appropriate maps, and
 - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. Gilford Township and County of Tuscola assures the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Gilford Township's compliant participation in the program.
 3. Gilford Township further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

FURTHER BE IT RESOLVED, both communities declare their understanding that, until this resolution is rescinded or Gilford Township makes other provision to enforce the construction code act:

1. County of Tuscola must administer and enforce the construction code act in accordance with the terms and the conditions contained herein, and
2. For Gilford Township to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

FURTHER BE IT RESOLVED that the prior Resolution No. 2020-01 adopted by Gilford Township on February 13, 2020, be and is hereby repealed in its entirety.

Community: <u>Gilford Township</u>	Date Passed: <u>December</u> , 2021
Officer Name: <u>James Stockmeyer</u>	Title: <u>Township Supervisor</u>
Signature: <u><i>James Stockmeyer</i></u>	Date: <u>12-10-2021</u>
Certified by: <u>Diane Spencer</u>	Title: <u>Township Clerk</u>
Signature: <u><i>Diane Spencer</i></u>	Date: <u>12-10-2021</u>

Community: <u>County of Tuscola</u>	Date Passed: <u>December</u> , 2021
Officer Name: _____	Title: _____
Signature: _____	Date: _____
Certified by: _____	Title: _____
Signature: _____	Date: _____

EATON COUNTY BOARD OF COMMISSIONERS

Resolution To Condemn Federal Vaccine & Testing Mandates

December 15, 2021

Submitted by Commissioners Reynnet, Droscha, and Mulder on
behalf of the Eaton County Republican Women Alliance

Introduced by the Health and Human Services Committee

Commissioner Mott moved the approval of the following resolution. Seconded by Commissioner Reynnet.

A resolution to condemn President Joe Biden's decision to impose vaccine requirements on private and public employers and healthcare facilities receiving funds from The Centers for Medicare & Medicaid Services (CMS) and urge the Governor and Attorney General of Michigan to pursue all available avenues to challenge these unlawful mandates.

WHEREAS, on September 9, 2021, President Biden announced his administration's plan to impose strict COVID-19 vaccine requirements on private businesses. Effective January 4, 2022, employers with over 100 employees will be required to ensure employees are vaccinated or impose burdensome weekly testing regimens; and

WHEREAS, on November 5, 2021, Centers for Medicare and Medicaid Services (CMS) also issued a federal vaccine mandate for staff within all Medicare and Medicaid-certified facilities including nursing homes, hospitals, dialysis facilities, ambulatory surgical settings, and home health agencies, among others, as a condition for participating in the Medicare and Medicaid programs, as well as, federal contractors, and the majority of federal workers; and

WHEREAS, these requirements are capricious and arbitrary, infringing on Americans' civil liberties. Health care decisions, including whether or not to get vaccinated, are deeply personal and should not be subject to governmental edicts that cannot account for unique, individual medical needs; and

WHEREAS, the vaccine requirement will impact two-thirds of the nation's private sector workforce. Imposing sanctions, such as lost employment, on the most economically vulnerable is unnecessarily cruel; and

WHEREAS, federal overreach will exacerbate supply chain shortages; interrupt manufacturing production; risk destabilizing our critical water, sewer, and energy infrastructure; put additional life-threatening pressure on our health care industry; cause interruption in our education system; and cause additional labor shortages across all industries; and

WHEREAS, employers are already experiencing significant resource and workforce shortages that will only be made worse by adding additional requirements that limit the number of workers available; and

WHEREAS, to date, at least 27 states have filed legal challenges or expressly stated an intention to push back against this type of federal government overreach. Resistance to the federal mandate by state leaders has been bipartisan, as three states with Democrat governors – Kansas, Kentucky, and Louisiana – have joined the lawsuits. However, Governor Gretchen Whitmer and Attorney General Dana Nessel have thus far acquiesced to President Biden's intrusion upon our state's sovereignty and policymaking process; and

WHEREAS, on September 7, 2021, the administrator of the Eaton County Healing and Recovery center, Martha Richard, stated during her Semi-Annual Update that the vaccine mandate would further exacerbate staffing shortage; and

WHEREAS, on November 6, 2021, the U.S. Court of Appeals for the Fifth Circuit placed a hold on President Biden's vaccine mandate; and

WHEREAS, on November 12, 2021, the U.S. Court of Appeals for the Fifth Circuit, further affirmed, it's hold on the vaccine mandate; and

WHEREAS, on November 29, 2021, The US District Court of Missouri ruled against implementation and enforcement of CMS vaccine mandates; and

WHEREAS, on November 30, 2021, a federal judge issued a preliminary injunction to halt implementation of the President's mandate for health care workers, which had been set to begin this week; and

WHEREAS, on December 2, 2021, the President clearly articulated that his policy goals for the business and medical communities has not changed or evolved in light of the aforementioned judicial action. While announcing his Winter Covid 19 plan, President Biden stated he believes that "all Americans can rally around" this plan and stated that the plan, including vaccine mandates, "should get bipartisan support.", and left ALL of the aforementioned vaccine mandates in place, with implementation pending judicial review.

NOW HERE BY, BE IT RESOLVED, by the Eaton County Board of Commissioners, That we, on behalf of the citizens of Eaton County, condemn President Biden's decision to impose vaccine requirements on both public and private employers; and

BE IT FURTHER RESOLVED, that we call upon Governor Gretchen Whitmer and Attorney General Dana Nessel to join those leaders who have filed suit to protect the interests of their states and their citizens and pursue all available avenues to challenge President Biden's unlawful mandate; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the President of the United States, the Governor of the State of Michigan, the Michigan Attorney General, and the commissioners of the other Michigan counties.

AYES: Commissioners Barnes, Mulder, Droscha, Reynnet, Ridge, Lautzenheiser, Mott, Rogers and Whittum.

NAYS: Commissioner Augustine, Haskell, Pearl-Wright, Whitacre, Mudry, and Brehler. Carried.

I certify that the foregoing is a true and accurate copy of a resolution adopted by the Eaton County Board of Commissioners at its meeting held on December 15, 2021, and that notice of such meeting was given as provided by law.

 Eaton County Clerk

FIRST CHRISTMAS IN HEAVEN



Ada Grace Kilbourn

Her name was Ada. Years ago at a large church in the middle of nowhere, she was part of three, who helped that church become large. The other two, were Pastor Rogers and a very young youth pastor and school teacher, Pastor Greg. They had a lot of energy, were plenty of fun, and were totally dedicated to serving the LORD. All three were perfect targets to my ventriloquist dummy. I, too had a lot of fun! Ada would sit up in her organ and she could talk to the dummy and play at the same time. My how she played that organ!!! Why it almost danced across the stage. Of course it wouldn't do that because that church didn't believe in dancing. One of my best memories was when they would go to the Flint Rescue Mission. The preacher would admit the audience didn't come for the preaching, usually they came for the great home cooking the ladies of the church would send and then they would hear Ada play that old organ. They would pour into the church service, and hear the best news of all, that GOD loved them. One Christmas my husband picked out a red sweater for me, that had so many flashy sequins, you could see me coming a mile away. I knew Ada LOVED RED. So I wore my coat into the church and with that sparkly red sweater underneath. I sat in my usual place, just two pews down from the organ. Ada looked over at me and smiled. I grabbed my coat and opened it wide and showed her my new Christmas sweater. I don't know what stopped her from falling off the bench!

They laid her to rest in October of this year.

I was missing her and remembering all the fun times, and some of the sad times with my friend. I had always told her she was going to play the organ at my funeral, but that is not to be.

I can just imagine Ada's first impression as she came up to the gates of pearl, the gates swung open and JESUS said, Come in DAUGHTER. THEN SHE SAW HIM!!! His robe was so white it glistens and HIS face so kind with a loving welcoming smile. HE SAID, "The choir has been waiting for you, they heard you can play an organ Ada, please put a little country flavor to it." Thousands of lights came on and there was a beautiful organ. (Probably red) Her fingers hit the keys, an indescribable melody came forth. Thousands of Angels broke out in song.

Amazing Grace, was AMAZING!!!! THEN, "JOY to the WORLD" I can almost hear it now, "O' COME LET US ADORE HIM, O' COME LET US ADORE HIM, and O' COME LET US ADORE HIM." JOY like she had never felt filled her heart.

When Ada felt she could not contain one more inch of happiness, but when she looked up and there stood the love of her life Harold Kilbourn, at the same age he was when she met him.

And GOD said He shall wipe away all tears from their eyes: and there shall be no more death, neither sorrow, nor crying, neither shall there be any more pain, for the former things are passed away.

MERRY CHRISTMAS TO THE BEST STAFF IN THE WORLD AND ALL OUR FAMILIES AND FRIENDS.

Warmest Wishes

Dorothea Wilson

