

DRAFT
Agenda
Tuscola County Board of Commissioners
Committee of the Whole
Friday, July 31, 2009 – 8:00 A.M.
Annex Board Room (207 E. Grant Caro, Mi.)

Non-Committee

Finance

Committee Leaders-Commissioner Bardwell and Peterson

Primary Finance Items

1. **Lein Agency Fees Update (See A)**
2. **Circuit Court Video Arraignment Grant Award (See B)**
3. **Cost Estimate to Audio & Video Record Board and Committee Meetings (See C)**
4. **Policy Regarding Recording and Publishing of Meetings**
5. **RFP for Labor/Personnel Legal Services**
 - **Finalize RFP and decide how to advertise**
6. **County Financial Planning Task Force**
 - **Potential of Adding a Public At-Large Member**
 - **Evaluation of Personnel Changes by Department**
 - **Next Objectives and Meeting Dates**
7. **Review of the Policy Regarding Seeking Legal Opinions and Assistance (See D)**
8. **Draft Updated Organizational Chart of the Legislative Branch of Tuscola County Government (See E)**
9. **COPS Grant Application Update (See F)**
10. **County Retirement System Quarterly Investment Report (See G)**
11. **Format and Procedure for 2010 County Budget Development**

Secondary/On-Going Finance Items

1. **Treasurer Bank Statement Reconciliation (Balanced through June)**
2. **ACS Contract Potential Changes – Corporate Council Language Needed**
3. **Inmate Trust Account**
4. **Juvenile Placement Potential Changes and Cost to County**
5. **Jail Overcrowding, Sentencing Guidelines and State Reimbursement**
6. **Associated County Health Department and Health Department Title V Funding**
7. **Behavioral Health Systems Changes Regarding Jail Inmate Mental Health Services**
8. **Behavioral Health Contract for Transporting Patients - \$8,000**
9. **County Bond Rating Upgrade**
10. **BCBSM Administrative Contract Claim – Next Steps**
11. **Enterprise Facilitation Fiduciary Change from County**

Personnel

Committee Leader-Commissioners Roggenbuck and Bardwell

Primary Personnel Items

1. **Lead Tuscola (See H)**
2. **Potential of Town Hall Meetings**
3. **Speakers Bureau**
4. **Thumb Area Workforce Investment Development Board**
5. **Performance Reviews for Employees (See I)**
6. **Disciplinary Action for Employees (See J)**
7. **Obtaining Copies of Roberts Rules of Order (See K)**
8. **Potential to use Visual Explorer**
9. **Parks and Recreation Vacancy (See L)**
10. **Request to Unions to Reopen Contracts**
11. **Sheriff's Department Hiring Request (See M)**
12. **District Court Health Care Savings Program (See N)**

Secondary/On-Going Personnel Items

1. Probate Court Request to Extend Temporary Employee
2. Incorporate County Personnel Policies and Other key Personnel Information on the County Web Site
3. Next Department Head Meeting – **August ??, 2009** – 11:00 A.M.
4. Employee Recognition
5. Open Meetings Act Discussion for Boards and Commissions – Corporate Council and County Prosecutor
6. Employee Life Insurance Meetings Scheduled
7. Mosquito Abatement Committee – Policy Review
8. Electronic Time Recording System
9. Farmland Preservation Committee
10. NACO Caremark Prescription Program
11. Expanded Local Official Email List
12. Sheriff Department Fitness Waiver Review by Insurance Company

Building and Grounds

Committee Leader-Commissioners Petzold and Kern

Primary Building and Grounds Items

1. **Contractual Information Regarding County Use of Village of Caro Property for Recycling (See O)**
2. **Recycling Storage Building (See P)**
3. **Follow-Up Work for NACO Energy Star Program**
4. **Scheduling a Tour of the Adult Probation Building**

Secondary/On-Going Building and Grounds Items

1. Update Emergency Services Plan for County Operations

2. Snowmobile Trail Development Request for use of Road Right-of-Way
3. Human Services Building Remodeling Update
4. Vanderbilt Park Operational Cost Sharing Request with Wisner Township
5. Sheriff Auction – September 26, 2009

Correspondence/Other Business as Necessary

1. 2009 Work Program Update
2. National Flood Insurance Program
3. Airport Zoning Ordinance Development
4. Inmate Trust Account
5. Other County Resolutions (**See Q**)
6. Economic Development
 - County EDC Strategic Planning and CAT Integration – Next Steps
 - EDC and Enterprise Facilitation Strategic Planning 2nd Meeting
 - County Web Site – Business Development Reference
 - Enterprise Facilitation Update – Caro Technology Center – 5:00 P.M.
 - Revolving Loan Fund – Federal financial Assistance Request
 - Economic Gardening
 - RBEG 3rd Year Application
 - ECMPDR Coastal Zone Management Grant
 - ECMPDR Wind Energy Grant
 - Regional Tourism
 - American Recovery and Reinvestment Act - Federal Stimulus Funds

Public Comment Period

Closed Session – If Necessary

Other Business as Necessary

Statutory Finance Committee

1. Claims Review and Approval

**Party will be in attendance to discuss agenda item.

Note: Except for the Statutory Finance Committee, committee meetings of the whole are advisory only. Any decision made at an advisory committee is only a recommendation and must be approved by a formal meeting of the Board of Commissioners.

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

Note: This is a draft agenda and subject to change. Items may be added the day of the meeting or covered under other business at the meeting.

Mike Hoagland

From: Leland Teschendorf [lttesch@tuscolacounty.org]
Sent: Monday, July 27, 2009 3:54 PM
To: MHoagland@TuscolaCounty.org
Subject: FW: LEIN Bills

Attachments: MICJIS Stakeholders Payment Options.doc



MICJIS

Stakeholders Payment C

Mike,

Forwarding this to you for consideration, we have not paid the LEIN bill and need direction from you or the board on what stand they want to take. Nobody anticipated the \$ 3,160.00 tab so no funds were budgeted.

Lee T.

-----Original Message-----

From: Terry Jungel [mailto:tjungel@MISheriff.org]
Sent: Monday, July 27, 2009 11:44 AM
To: kmarks@menomineeco.com; ltgharris@gmail.com; marktval@yahoo.com; ksheriff@pasty.net; scottcelello@yahoo.com; bmclean@houghtonsheriff.com; Sheriff David Cromell ; Sheriff Gary Ballweg; sheriff@chippewacountymi.gov; Sheriff John Gravier; lusheriff@up.net; Sheriff Larry Sanders; Sheriff Michael Lovelace; bteddy@up.net; sheriff49@mackinacounty.net; Terry Jungel; beand@antrimcounty.org; jmosciski@arenacountygov.com; rheckman@benzieco.net; Robert Noordhoek; Robert Paschke (; schneiderd@charlevoixcounty.org; Sheriff Dale Clarmont; Sheriff Dale Kowalkowski; Sheriff Doug Atchison; Sheriff Douglas Baum; gfinstrom@wexfordcounty.org; Sheriff James McBride; Sheriff Kirk Wakefield; sheriffadmin@oscodacountymi.com; moltersdorf@co.leelanau.mi.us; Sheriff Peter Wallin; kielisz@alpenacounty.org; tbensley@gtsheriff.org; balkb@stjosephcountymi.org; Daniel Carmichael; rcfull@kalcounty.com; Sheriff Allen Byam; Sheriff Blaine Koops; Sheriff Dale Gribler; Sheriff Dar Leaf; Sheriff Dwain Dennis; Sheriff Gary Rosema; Sheriff Gene Wriggelsworth; Sheriff Joseph Underwood, Jr.; Sheriff L. Paul Bailey; Sheriff Larry Stelma; Sheriff Michael Raines; Sheriff Rick Beracy; wcanon@countyofbranch.com; Sheriff Wayne Kangas; bbarnwell@co.montcalm.mi.us; Adele Dodge; amacgregor@ioscocounty.org; Jerry Nielsen; jfiers@masoncounty.net; jwilson1@chartermi.net; roeslerde@co.muskegon.mi.us; Sheriff Hanft; oscsheriff@chartermi.net; Sheriff James Bosscher; Sheriff John Miller; Sheriff John Sonntag; Sheriff Ken Prince; sheriffleo@isabellacounty.org; cosheriff@gladwinco.com; Sheriff Michael Mercer; sheriff@co.lake.mi.us; sheriff@roscommoncounty.net; claytonj@ewashtenaw.org; gbiniecki@sanilacounty.net; gbraidwood@shiassee.net; jack.welsh@lenawee.mi.us; hansonk@co.huron.mi.us; lttesch@tuscolacounty.org; dpfannes@co.wayne.mi.us; Sheriff Dan Heyns; Sheriff Mark Hackel ; ocso@oakgov.com; bbezotte@co.livingston.mi.us; Sheriff Robert Pickell; rkalanquin@lapeercounty.org; Sheriff Tilman Crutchfield; tdonnellon@stclaircounty.org; wfederspiel@saginawcounty.com
Subject: RE: LEIN Bills

Sheriffs/Undersheriffs:

As a result of an inundation of calls about "what are we doing" about LIEN I am forwarding to all of you the message I received from Sheriff Koops. (With his permission)

This is an overview of what has taken place to date and what the MICJIS

Stakeholders see as your options.

Sheriff Koops was the MSA representative on CJIS prior to the Governors order to abolish it and has remained very active protecting your interests since that time.

No-one is suggesting what you do one way or the other -this information is meant to be an objective review of your options and a review of where we are.

See both the attached document as well as the message below which he sent to his effected constituents.

Terrence L. Jungel, Sheriff #84 (ret)

Executive Director

Michigan Sheriffs' Association

tjungel@misheriff.org

FBINA #177

EFFECTIVE MARCH 1ST I WILL HAVE A NEW E-MAIL ADDRESS: Tjungel@Misheriff.org
<mailto:Tjungel@Misheriff.org>

SHERIFF BLAINE KOOPS:

Recently you may have received a bill for LEIN services from the State.

If you have not been aware of it there has been a long running dispute with the State on the methodology for payment of this fee. Local Chiefs of Police, Sheriff's, Prosecutors, Judges and Central Dispatch Authorities (through the CJIS Policy Committee) last year "zeroed" out the fee . I was the Chairman of the CJIS Policy Committee and the dispute raged for nearly a year there were many meetings with the Governors office and legislators . In addition to the method of calculating the formula the State would not and does not consider the revenue generated through I-CHAT (which the local units of government contribute an estimated 70 to 80 %) as part of the budgeting equation. The State would not listen to any of the arguments and insist that the current method of payment be maintained. In what appears to be punishment for this action the Governor ultimately abolished the CJIS Policy Council. Furthermore, policy compliance was assigned to State Police who unilaterally now control CJIS and oversee not only the budget but also compliance to promulgated rules. Furthermore, the Michigan State Police unilaterally oversee their own compliance -- this is a definite conflict of interest. Many of the criminal justice agencies in the State of Michigan are in agreement with the nonpayment stance. The Prosecutors Association (PACC/PAMM) has passed a resolution for nonpayment by the Michigan Prosecutors. Many of the judges have also expressed deep concern with payment of this fee. The only debate for the Sheriff's is to either do a total non-payment or non-payment with the escrow option. The only organization that has any type of reservation is the Michigan Chief's Association and there is a strong division in that organization on this issue. This truly is a fee (tax) without representation. We believe our arguments are legitimate and will push for a fair resolution. We are asking the county and local fiduciary agents to join in the debate since this truly is a funding issue and not a policy issue. Please review the attached document . My recommendation is for us , as the various branches of the Allegan County Criminal Justice system, to send one strong unified message to the State of Michigan through the non-payment with the escrow option.

Please be cognizant that there is some technical date relative to this issue that is not in dispute.. This relates to the fee for the communication (T 1) lines - again that is not in debate and should be paid if it appears on your bill.

I am on vacation this week but upon my return I will begin to develop an RFP for County Administration and Commission to review.

MiCJIS Stakeholders Payment Discussion

BACKGROUND:

The basic issues are:

1. In calculating the cost to “access, use, and dissemination of CJIS information”, the State of Michigan should consider the investment that local agencies and units of governments have made, not just the expense at the state level. Many communities have spent millions on computers and computer networks to facilitate the exchange of criminal justice information. *Why are only the state investments considered in calculating the cost of LEIN?*
2. The State of Michigan sells criminal history information on I-CHAT. Each year, they make in excess of four million dollars, yet they refuse to add that revenue to the balance sheet when determining the cost of LEIN. Worse, they have always charged “LEIN” for the entire cost of the mainframe computer. , even though they use it to run other programs unrelated to LEIN. If they consider the cost of LEIN, it is only right that they offset that cost with revenue from the sale of that information, especially since that information was largely collected from local agencies.

Furthermore:

In the spring of 2008 the CJIS Policy Board, in principle, agreed to cover the *validated deficit* for LEIN operation for the years 2008 and 2009 through a fee structure. Since local agencies are being required to pay a portion of the system the Policy Board needs to be part of the budget discussion for annual LEIN operations for both expenditures as well as revenues. Validated deficits and projected revenues were never provided to the Policy Board’s satisfaction and subsequently the CJIS Policy Board was abolished. In essence, by abolishing the CJIS Policy Board the local units of government are being charged a fee (taxed) by the State with out representation.

Payment Options discussed

#1. Do not pay the LEIN bill

#2. Do not pay the LEIN bill but indicate in a letter to MSP that funds are being held in escrow pending resolution of the dispute. The letter informing the State that funds are being held in escrow should come from a City Council, County Board of Commissioners or other controlling fiduciary board through resolution.

#3. Pay LEIN Bill

Further Options

Charge the State for every UCR/MICR transaction submitted through State Interface.
(Formula: XX transmissions a year divided by total annual LEIN bill)

Charge the State for every fingerprint card submitted through State Interface.
(Formula: XX transmissions a year divided by total annual LEIN bill)

Do not input firearm registrations. Bulk mail them to State on a monthly basis for their input.

For agencies or Central Dispatch Authorities that have State units on their system and access LEIN through MCT or Dispatch Direct, bill back for the use of service as a user fee.

Discussion:

MiCJIS Stakeholders *CANNOT* recommend any direction of action for a particular agency – it is totally agency discretion on the avenue they which to pursue. Still, after considerable debate it appears consensus of the MiCJIS Stakeholders is that many agencies will elected for Option #2. The only debate between the Sheriff's at the Stakeholders group was either no payment at all or no payment with the letter of escrow.

The payment of LEIN *MUST NOT* be confused with the "Datacomm LGNET T1 line, 2 way" payment line. There is not dispute on this issue and that should be paid. Only the LEIN per Capita for officer, the LEIN Station Fee and the Agency Fee is in debate.

The Stakeholders group has agreed to hold a joint informational meeting with the Michigan Association of Counties, The Michigan Municipal League, Michigan Association of Townships and The Michigan Municipal Risk Management Authority to discuss the issues and the implications.

That meeting is set for Tuesday, September 29th, 2009 at the Clinton County Central Dispatch Authority at 100 E. State, Conference Room, 1st Floor, and St. Johns, MI 48879. Sheriff Koops will facilitate and Prosecutor Sauter will be the presenter.

Attachment:

Escrow Letter Template

STATE OF MICHIGAN

54TH JUDICIAL CIRCUIT AND FAMILY COURT

COURT ADMINISTRATOR
440 NORTH STATE STREET
CARO, MICHIGAN 48723-1594

KYLE A. JASKULKA, MA
Court Administrator

(989) 672-0075

NICOLE M. FRIDAY
Collections Officer

(989) 672-0278

MEMORANDUM

July 28, 2009

TO: Tuscola County Board of Commissioners

FROM: Kyle Jaskulka
Court Administrator

RE: Grant Award

Recently, I was informed that the 54th Judicial Circuit/Family Court's grant request through the Byrne JAG program for the Video Arraignment project has been approved in the amount of \$88,545.00. You may recall that this was the amount of the proposal submitted to the Board earlier this year that was originally approved (unanimously) to be added to the consent agenda then removed.

The Court is excited about this grant award and eager to have this new technology implemented in both the Circuit Court courtroom as well as the Family Court courtroom. As has been presented previously, the cost savings, efficiency and public safety concerns are quite significant and will contribute greatly to the Court general fund.

If the Court agrees to implement this system we should meet to discuss and negotiate the developmental and on-going technological support of this project and tying it together with the previously proposed court computer system/network.

Since there has not yet been any response to the Court regarding its June 18, 2009 proposal, I have included a copy of it here along with a hard copy of the grant award notification.

Please call if you have any questions. The Judge is not interested in having one without the other.

Cc: HON. Patrick R. Joslyn

STATE OF MICHIGAN

54TH JUDICIAL CIRCUIT AND FAMILY COURT

COURT ADMINISTRATOR
440 NORTH STATE STREET
CARO, MICHIGAN 48723-1594

KYLE A. JASKULKA, MA
Court Administrator

(989) 672-0075

NICOLE M. FRIDAY
Collections Officer

(989) 672-0278

MEMORANDUM

June 18, 2009

TO: Tuscola County Board of Commissioners

FROM: Kyle Jaskulka
Court Administrator

RE: Circuit/Family Court Computer Network

Attached for your review and consideration is a proposal for a dedicated computer network for the 54th Judicial Circuit/Family Court.

The proposal covers all aspects of developing, installing and implementing the network and includes recommendations regarding the on-going technical support of such a network. The project assumes that as technology usage increases and advancements in technology are implemented, that the court would take responsibility for the court JIS system and the Westlaw service.

As noted by the professional consultant given the scope and complexity of this project it would need to be completed in stages and would require a network administrator to service the network and provide dedicated maintenance for the courts system. This is anticipated to include the courts application of the document imaging and workflow system.

Even though the professional consultant has provided cost estimates for the equipment needed for this project, the court will search for vendors through the State of Michigan MiDeal purchasing program.

While there is an anticipated and developing need for this project based on the reasons provided in this memorandum as well as the professional consultants recommendations, there will be no objection by the court to providing assistance to the county Information Systems Department in dealing with the county wide application of these databases and to work in conjunction with the county so that meaningful, accurate and updated services can be offered to the taxpayers of Tuscola County.

It is the goal of the court to be as efficient in its operation and as effective in providing services to the public as it can be and to do so as cost effectively as possible. However, with the ever increasing demands placed on the judiciary, both statutorily and administratively, the implementation of technological advancements can be leveraged to keep pace with those demands. With the increase in use of those advancements, the unique type of work performed by the court, the uniqueness of the software and database used currently by the court and with the anticipated improvements in technology, it makes sense to have a system dedicated to the court and an administrator to service and maintain the various components.

Thank you for your attention in this matter.

**54th Judicial Circuit
Estimated Cost for Computer Network**

| Function | Equipment and Software Needed | Estimated Unit Cost | Quantity | Estimated First Year Cost | On-Going Costs (Annual) |
|---|--|---------------------|----------|---------------------------|----------------------------|
| Circuit Ct. Computers | 13 Dell Computers with 21" flat screens, 3 yr warranty | \$1,439.00 | 13 | \$ 18,707.00 | |
| Antivirus software | Avast! Standard Anti-virus suite | \$78.00 | 13 | \$ 1,014.00 | |
| Circuit Ct. Printers | HP LaserJet P2055dn | \$425.00 | 13 | \$ 5,525.00 | |
| Circuit Ct. Scanners | HP ScanJet N6310 Document Flatbed Scanner - flatbed scanner with document feeder | \$480.00 | 3 | \$ 1,440.00 | |
| | Total Cost of Circuit Court Desktop computers | | | \$ 26,686.00 | |
| Server | Dell PowerEdge 2900 server, dual processor, 8GB, Raid-5 w/8 (72GB) drives, Internal LTO-3 tape drive, Windows 2008 server standard edition, 3yr warranty | \$11,943.00 | 1 | \$ 11,943.00 | |
| Server Backup hardware | LTO-3 Tape Drive Included in Server (Includes 25 tapes) | \$0.00 | 1 | \$ - | |
| Server Backup Software | Symantec Backup Exec v12.5 Server Suite included in Server | \$0.00 | 1 | \$ - | |
| Antivirus software | Avast! Standard Anti-virus suite | \$78.00 | 1 | \$ 78.00 | |
| UPS for server | APC 1500VA | \$850.00 | 1 | \$ 850.00 | |
| | Total Cost of Server | | | \$ 12,871.00 | |
| Internet connection | T1 Internet connection (1.5 Mb symmetric) | \$4,390.20 | 1 | \$ 4,390.20 | \$ 3,952.80 |
| Internet Router | Cisco 1841 w/T1 WIC | \$1,582.00 | 1 | \$ 1,582.00 | \$ 122.00 |
| Firewall | Cisco 5505 | \$1,038.00 | 1 | \$ 1,038.00 | \$ 178.00 |
| routers | Cisco Catalyst 3560 24 Port 10/100/1000BASE-T Layer 3 Switch | \$3,335.00 | 1 | \$ 3,335.00 | \$ 350.00 |
| Web Hosting | Use Vendor if needed | | | \$ - | |
| Email Services | Use Vendor (estimate \$5.00/mo per email) | \$60.00 | 10 | \$ 600.00 | \$ 600.00 |
| Domain Name | 54thCircuit.org or TuscolaCourts.org (multi-year lease) | \$250.00 | 1 | \$ 250.00 | |
| Internet Monitor | Use firewall, more sophisticated needs will add to cost | | | \$ - | |
| | Total Cost of Internet Connection | | | \$ 11,195.20 | \$ 5,202.80 |
| Payroll software | Peachtree Managed payroll (actual cost depends on number of employees and features needed) | \$4,000.00 | 1 | \$ 4,000.00 | \$ 4,000.00 |
| Accounting Software | Peachtree Accounting Quantum w/support (10 user) | \$4,710.00 | 1 | \$ 4,710.00 | \$ 1,325.00 |
| | Total Accounting and Payroll Software | | | \$ 8,710.00 | \$ 5,325.00 |
| Setup Services | Install desktop systems - 3 hours each | \$285.00 | 13 | \$ 3,705.00 | |
| | Install Server - 25 hours | \$2,375.00 | 1 | \$ 2,375.00 | |
| | install Internet connection and firewall - 25 hours | \$2,375.00 | 1 | \$ 2,375.00 | |
| | install network equipment and migrate existing network - 20 hours | \$1,900.00 | 1 | \$ 1,900.00 | |
| | Install Payroll and Accounting Software - 16 hours | \$1,520.00 | 1 | \$ 1,520.00 | |
| | Total Setup Services | | | \$ 11,875.00 | |
| | Total New costs | | | \$ 71,337.20 | \$ 10,527.80 |
| Existing expenses that may need to be duplicated or assigned to different department budgets | | | | | Ongoing Annual Cost |

**54th Judicial Circuit
Estimated Cost for Computer Network**

| | | | | | |
|---------------------------------|--|-------------|----|---------------------|---------------------|
| JIS Server | IBM Iseries computer monthly lease | \$239.00 | 12 | \$ 2,868.00 | \$ 2,868.00 |
| | IBM ISERIES Software Annual Lease | \$2,918.00 | 1 | \$ 2,918.00 | \$ 2,918.00 |
| | JIS Application Annual Lease | \$52,610.00 | 1 | \$ 52,610.00 | \$ 52,610.00 |
| Westlaw Legal Library | Westlaw Annual Lease | \$25,052.00 | 1 | \$ 25,052.00 | \$ 25,052.00 |
| Video Arraignment | Codian Video Server maintenance | \$3,140.00 | 1 | \$ 3,140.00 | \$ 3,140.00 |
| | Expenses that may need to be duplicated or "reassigned" | | | \$ 86,588.00 | \$ 86,588.00 |
| Other Potential Expenses | | | | | |
| Connection to FOC | Can existing connection to FOC be used or will it need to be replaced? | | | \$ - | |
| Remodeling? | Is location available for server/network equipment? | | | \$ - | |
| Air conditioning? | Is air handling sufficient for server? | | | \$ - | |
| Electrical Work | Is available electrical service sufficient for server? Is it supported by backup generator? | | | | |
| Network Cabling | Will additional network cabling be required for server, workstations or printers? | | | | |
| Personnel | Payroll and accounting functions will require at least a part time person to manage | | | \$ - | |
| | Network will require ongoing support. An on-staff network administrator (dedicated to the courts) would be best. | | | | |
| | | | | | |
| | | | | | |

Reiss Technical Services LLC

10255 Winding Creek Dr.
Freeland, MI 48623

Phone: (989) 860-6558
Email: reisstech@charter.net

Technology Support for the Public Sector

To:
54th Judicial Circuit
440 N. State Street
Caro, MI 48723

Date: June 4, 2009

Proposal for Computer Support

This is a proposal for Reiss Technical Services LLC (the "contractor") to provide technical support services, as defined below, to the 54th Circuit Court (hereafter referred to as the "Court"). This proposal is for computer support services only. All equipment and software will be provided by the Court.

At the request of the Court, the Contractor provided an estimate of the equipment and services necessary to provide a dedicated network to support the information processing needs of the Court. The cost estimates for the equipment is detailed in a separate document. This proposal details the costs of implementing that equipment and establishing a dedicated computer network for the Court.

While the Contractor is ready and capable of providing the support services detailed herein, he **strongly** recommends that the Court add a computer and network administrator to their staff. The Court and Friend of the Court offices are totally dependent upon computer technology and their needs are only going to become increasingly complicated. On-staff technology support will provide cost savings over outside contractors while providing more timely access to support. To avoid any conflict of interest, the officers of the contractor declare themselves ineligible for any on-staff employment that may become available as a result of implementing this recommendation.

Due to the complexity of the proposed project, it will need to be implemented in several steps. The implementation will likely take several months from start to finish. There may also be additional delays due to the equipment providers or events outside the control of the contractor.

All costs are quoted at a standard rate of \$95.00 per hour. Any work which the Court requires to be performed outside normal business hours will be billed at time and one half. The technical support costs to implement the dedicated computer network for the court are as follows:

| Project | Hours | Amount |
|--|--------------|---------------|
| Install 13 computer workstations w/printers and 3 scanners | 39 | \$3705.00 |
| Install Windows 2008 Server | 25 | \$2375.00 |

Proposal for Computer Support for The 54th Judicial Circuit

Page 2

| | | |
|--|----|-------------|
| Install Internet connection and firewall | 25 | \$2375.00 |
| Install network equipment and migrate existing network | 20 | \$1900.00 |
| Install Accounting and Payroll Software | 16 | \$1520.00 |
| | | |
| Total Cost for initial installation | | \$11,875.00 |

Once the dedicated network is established, it will require ongoing maintenance and technical support. The amount of support that will be required is difficult to predict. Typically a project such as this will require a significant amount of support during the first few weeks or months following installation. The support needs will then taper off. Ongoing support for the projects listed in this proposal should require no more than four (4) hours per week.

Using this estimate, the annual (52 week) support cost would be \$19,760.00, using the standard support rate listed above.

This proposal prepared by:
Kim Reiss, Owner
Reiss Technical Services LLC

Mike Hoagland

From: Kyle Jaskulka [kjaskulka@tuscolacounty.org]
Sent: Friday, July 17, 2009 12:25 PM
To: Judge Kent; lttesch@tuscolacounty.org; PDonovan@TuscolaCounty.org; 'Steven Lark'; Mike Miller; mreene@tuscolacounty.org; Mike Hoagland
Cc: Amanda Roggenbuck; Commissioner Kern; 'Commissioner Peterson'; 'Thomas Bardwell'
Subject: FW: ARRA Byrne JAG awards - important information!

Good Afternoon,

I have great news to pass along!! I just received the following e-mail regarding the pending grant application for the circuit/family court video arraignment system. Our grant request has been approved in the amount of \$88,545.

As I get updates regarding the project I will forward them on, however, I would suggest that a "project committee" be formed to identify project benchmarks.

Have a good weekend,

Kyle

From: Nancy Becker Bennett [mailto:beckern@michigan.gov]
Sent: Friday, July 17, 2009 12:03 PM
To: James Gibbs; Beryl Fletcher; Dean Tamsen; Steven Kieliszewski; Linda Davis-Kirksey; Jeffrey Conquest; Brian Ray; Allen Mingo; Gerald Martin; John Riley; Derek Gaylord; Michael Schuitema; April Wilson; Frederick Rosenau; James Kant; Donald Drake; Brian Ross; John Potbury; Jeremiah Hodshire; William Barnwell; Mark Newman; James Gonzales; Sheila Mulhern; Kenneth Wray; Michael Bailey; Kathryn Root; Richard Woods; Scott Feldhauser; Sandra Billingsley; Brian Traub; Cynthia Williams; Melissa King Shannon; Steven Siegrist; Greg O'Dell; Brenda Ford; Deborah Shaw; Mark Hoornstra; Michael Gierke; Connie Bohatch; Michael Stuck; Brian DeNoyer; Catherine Mullins; Bryan Price; Brian McLean; Joel Maatman; Dale Miller; Mark Valesano; Lance Dexter; Risa Scully; Ann Filkins; Jon Haskell; David Israel; Erik Frost; Dawn Nelson; Tim Ahlborn; Robert Lancaster; Michael Holmes; Russell Wolff; Kip Belcher; Garth Burnside; James Coleman; David Cook; Wayne Edington; Stephen Galbreath; Doris Gellert; Edward Gerds; Jody Gustafson; Wally Helmila; Cameron Henke; Robert Honey; Jeffrey Keister; Daniel King; Kimberly Koppesch Woods; Mitchell Krugielki; Joshua Lator; Robyn Lynde; Pamela Matelski; Melvin Mathews; Abby Meyer; Kenneth Mills; Mark Opra; Jeff Racine; Steven Rau; BJ Roach; Anthony Saucedo; Rick Schultz; Darwin Scott; Ronald Wolter; Monica Yesh; Clifford Block; Blake Rieboldt; Carol Rosinski; William Yeagley; Joe Spagnuolo; Philip Cooley; Dan Green; James Hess; Ann Russell; Justin Halladay; Kevin Lauria; James Dunlap; John Buck; Wendy Schaub; Richard Lively; Milton Agay; Gary Cole; Kyle Jaskulka; Charles Noffsinger; Jeanine Blakely; Anthony Holt; Sean Brosnan
Cc: Kristi Broessel; Julie Mullins; Heidi C. Puckett; James Rapp; Mark Steinberg; Jackie Wood
Subject: ARRA Byrne JAG awards - important information!

Project Directors,

Congratulations on your American Recovery and Reinvestment Act (ARRA) Byrne JAG award! We are excited about the 121 projects that were funded and look forward to working with all of you during the next 3 years. If you have not seen the Governor's press release on these awards (or the summary document that lists all awards), you can view them at: <http://www.michigan.gov/gov/0,1607,7-168--218222--,00.html>

We know that there is some confusion about how to modify your awards and what the next steps are. All of the contracts will have a start date of July 1, 2009 and an end date of Sept. 30, 2012. Once your modifications are

7/28/2009

submitted and accepted, and our Dept. of Community Health budget and contract staff processes everything, then your contract becomes available for your Authorized Official to accept. All of this is done in MAGIC, and we are hoping we can all expedite this process and have contracts available within 4 weeks. However, in the envelope with your award letter is a certification form that must be signed and sent back to our office before any grant funds will be available to your agency. If you have specific questions about your modifications, please feel free to contact me or my staff. My two grant advisors, Jackie Wood and Jim Rapp, are very willing to assist you in whatever way possible.

If your award is under Local Correctional Resources; Prescription Drug Abuse Community Awareness Programs; Problem Solving Courts; and some of the Technology Enhancement Projects, your grant advisor is Jackie Wood, woodjackie@michigan.gov, 517-373-4316.

If your award is under Multijurisdictional Task Forces; Community Policing and Community Prosecution; and the other half of the Technology Enhancement Projects, your grant advisor is Jim Rapp, rappj@michigan.gov, 517-241-2916.

For the technology grants, if you need to know which grant advisor you have, please feel free to call any one of us!

We have scheduled 3 one-day training sessions at the end of August and beginning of September to assist all of our new grantees in navigating through the MAGIC system and learning what is expected of you. We will also be going over the ARRA requirements. Of course all of our veteran grantees are welcome as well since the ARRA requirements are new to everyone. Each training will be from 10:00 am - 2:00 pm. The schedule for the trainings is as follows:

Tuesday August 25, 2009: Grand Rapids, Crown Plaza Hotel @ the Grand Rapids Airport

Thursday, August 27, 2009: Gaylord, Otsego Club

Tuesday, September 1, 2009: Brighton, Genoa Woods

My secretary (Roxanne Leduke) is out of the office until mid-September, so I will be taking the registrations for the trainings. Please email me names, titles, agencies, emails and phone #'s of anyone you would like to register for one of the above trainings. Please also specify which location. We do not have agendas available yet.

Again, congratulations on your award! Please feel free to contact me with any questions or concerns, or just to say hello!

Thanks much,
Nancy Bennett

Nancy Becker Bennett
Manager, Law Enforcement Section
Office of Drug Control Policy
MI Dept. of Community Health
phone: (517) 373-2952
fax: (517) 373-2963
email: beckern@michigan.gov
www.michigan.gov/odcp

7/28/2009



Mike Hoagland

From: Steven Lark [SLark@TuscolaCounty.org]
Sent: Wednesday, July 29, 2009 11:14 AM
To: Hoagland
Subject: Hardware cost estimates for Audio and Video recording

7-29-2009

Below are two estimates for recording. I also noted some labor costs.

OPTION #1 - AUDIO RECORDING ONLY:

One new PC w/mouse/keyboard: \$410.
One new LCD Screen: \$390.
One new M-Audio Delta-44 sound card: \$155.
Two new M-Audio Audio Buddy 2-Channel Preamps: \$165
Four new Audio Technica Pro44 Condenser Microphones: \$410.
Recording Software: \$75.
TOTAL COST: \$1,605.

OPTION #2 - VIDEO RECORDING:

Four new Audio Technica Pro44 Condenser Microphones: \$410.
Peavey PV6 Mixer with 48v phantom power: \$100.
Canon Vixia HFS-100 Camcorder: \$1,175.
TOTAL COST: \$1,685.

LABOR COSTS:

- * The one time setup and testing of the equipment would be done using in-house technical recourses.
- * Someone would need to own the responsibility of running the equipment at each meeting.

Thanks,

Steve Lark
Tuscola County
Director

-

LEGAL SERVICES POLICY
Adopted 9/9/03

1. PURPOSE

The purpose of this policy is to implement MCL §49.73 which obligates and empowers the Tuscola County Board of Commissioners ("Board") to employ an attorney to represent elected county officers, including the sheriff, prosecuting attorney, clerk, treasurer, county surveyor, register of deeds, drain commissioner, and judges of the county district and probate, and circuit courts in civil matters when "neither the prosecuting attorney or county corporation counsel" is able to represent the particular officer. In addition, to best serve its citizens, Tuscola County ("County") needs to insure that all civil legal matters are pursued in a timely, cost-efficient and effective manner that is coordinated with the legal matters of other offices, departments or activities funded in whole or in part by the County.

2. POLICY

- 2.1 This policy shall apply to all civil legal services, except indigent defense expenses, funded by the County, including those provided at the request of the County elected officials, department heads, employees and the judges of the County district, probate, circuit courts and their employees.
- 2.2 Legal Defense Services. Within twenty-four (24) hours of being served with a summons and complaint pertaining to his or her office or official performance, any employee or elected or appointed official must forward a copy of all documents served to the Tuscola County Controller/Administrator. Upon receipt of a summons and complaint, the Tuscola County Controller/Administrator shall promptly contact the Board Chair. Together, they shall make an initial assignment of the defense of the matter to the Prosecuting Attorney, one of the County's civil attorneys who is regularly retained by the County to address legal matters, to the County's insurance carrier or to another attorney, as is appropriate. The Board shall make a formal assignment of the defense as soon as practicable.
- 2.3 Other Legal Services. If an elected official, department head or other County official or employee believes that he or she needs legal counsel related to his or her official performance or that of the county funded department, office or activity supervised by the person, he or she shall submit a written request for legal services to the County Controller/Administrator, who shall forward the request to the Board. The Board shall make a decision upon the request as soon as practicable. In an emergency, the Board Chair may approve the request pending Board review. The County Controller and Board Chair may on

LEGAL SERVICES POLICY

their own initiative consult with the County's civil counsel on County matters.

- 2.4 If an elected official, department head, or other County officer or employee is dissatisfied with the attorney assigned by the Board to defend them or provide any other legal services to a county funded department, office or activity that the individual supervises, he or she must advise the Board in writing of the nature of the concern and whether or not the individual requests a new assignment. The individual may request a particular attorney, but the Board retains the discretion to determine whether new legal counsel will be provided, and if so, to select such counsel.
- 2.5 No elected official, department head or other County officer or employee may retain an attorney or law firm at County expense, except pursuant to this policy and upon the express prior approval of the Board.

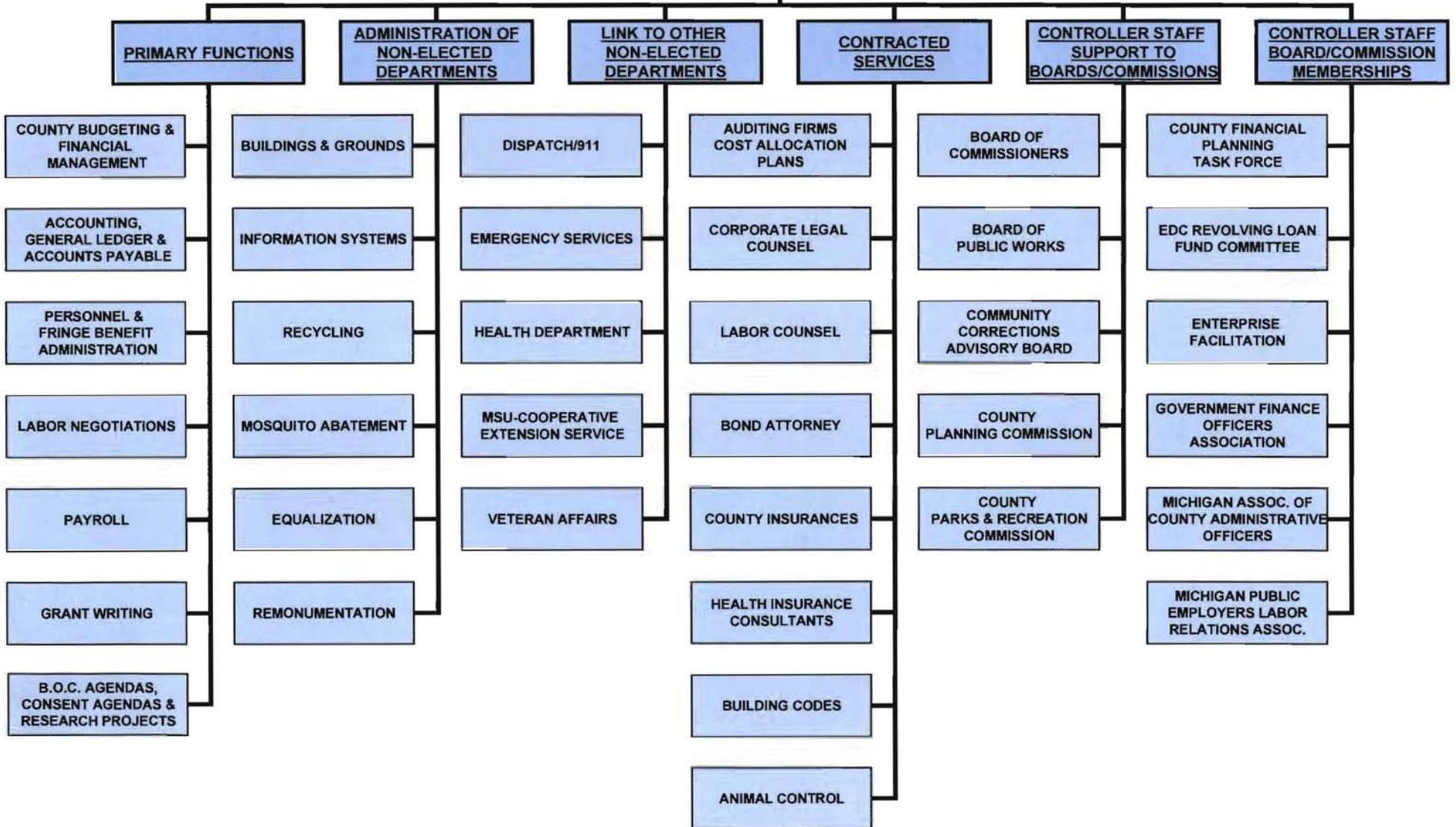
LEGISLATIVE BRANCH OF
TUSCOLA COUNTY GOVERNMENT

TUSCOLA COUNTY CITIZENS

BOARD OF COMMISSIONERS

CONTROLLER/
ADMINISTRATOR OFFICE

*Draft
for
Discussion
Only*



Mike Hoagland

From: Leland Teschendorf [ltesch@tuscolacounty.org]
Sent: Tuesday, July 28, 2009 3:45 PM
To: MHoagland@TuscolaCounty.org
Subject: FW: COPS Hiring Recovery Program (CHRP) Grant Application

Attachments: image001.jpg



image001.jpg (2 KB)

Mike,

It appears we did not get a COPS grant award, forwarding the info to you. There is still a slight chance, reading the middle paragraph, but I doubt we will see anything.

Lee T.

-----Original Message-----

From: Cops_Info [mailto:Cops_Info@usdoj.gov]
Sent: Tuesday, July 28, 2009 1:17 PM
To: sheriff@tuscolacounty.org
Subject: COPS Hiring Recovery Program (CHRP) Grant Application

U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director

1100 Vermont Avenue, N.W.

Washington, DC 20530

July 28, 2009

Sheriff Lee Teschendorf

Tuscola County Sheriff's Department

420 Court Street

Caro, MI 48723

Chairman Gerald Peterson

Tuscola County Board of Commissioners

207 East Grant Street

Caro, MI 48723

RE: COPS Hiring Recovery Program Grant Application

ORI#: MI79179

Dear Sheriff Teschendorf and Chairman Peterson:

I would like to thank you for your grant application under the COPS Hiring Recovery Program (CHRP). The COPS Office received an overwhelming response to this year's CHRP grant application solicitation. Nearly 7,300 CHRP applications requesting over 39,000 officers and \$8.3 billion in funds were submitted to the COPS Office, while \$1 billion was available for the program.

As you may know, the COPS Office's first CHRP award announcement occurred on July 28, 2009. With an abundance of high-quality grant applications and a limited amount of funding available, COPS was faced with many difficult funding decisions. Many applicant requests were reduced due to the high demand relative to the amount of funding available, with the goal of distributing CHRP officers to a greater number of jurisdictions. Ultimately, however, COPS was able to fund only 1,046 (14%) of the 7,272 CHRP requests received during the 2009 solicitation. Unfortunately, your CHRP proposal was not selected for the July 28th announcement.

Although your agency was not among those announced, please note that your CHRP funding request has not been denied. Currently, your CHRP application remains under a "pending" status within the COPS Office, which means that the proposal is still under consideration. Once the COPS Office receives our Fiscal Year 2010 appropriations, we will know whether additional hiring funds are available and can then determine how best to proceed with all pending requests. There is no action required of your agency at this time. The COPS Office will contact you if additional information is needed.

Please note that funding selections for this announcement were based upon a variety of factors, including (but not limited to) statutory mandates which govern how CHRP and other COPS hiring funds are to be allocated, as well as each applicant's fiscal health, UCR-reported crime, and community policing plans. For more information on the CHRP announcement, please visit our CHRP applicant web page at <http://www.cops.usdoj.gov/Default.asp?Item=2265>. On this site, you will find additional information about the CHRP program, and a more detailed description of how applications were evaluated. A Frequently Asked Questions document can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2208>, which should be helpful in answering many of your CHRP-related questions.

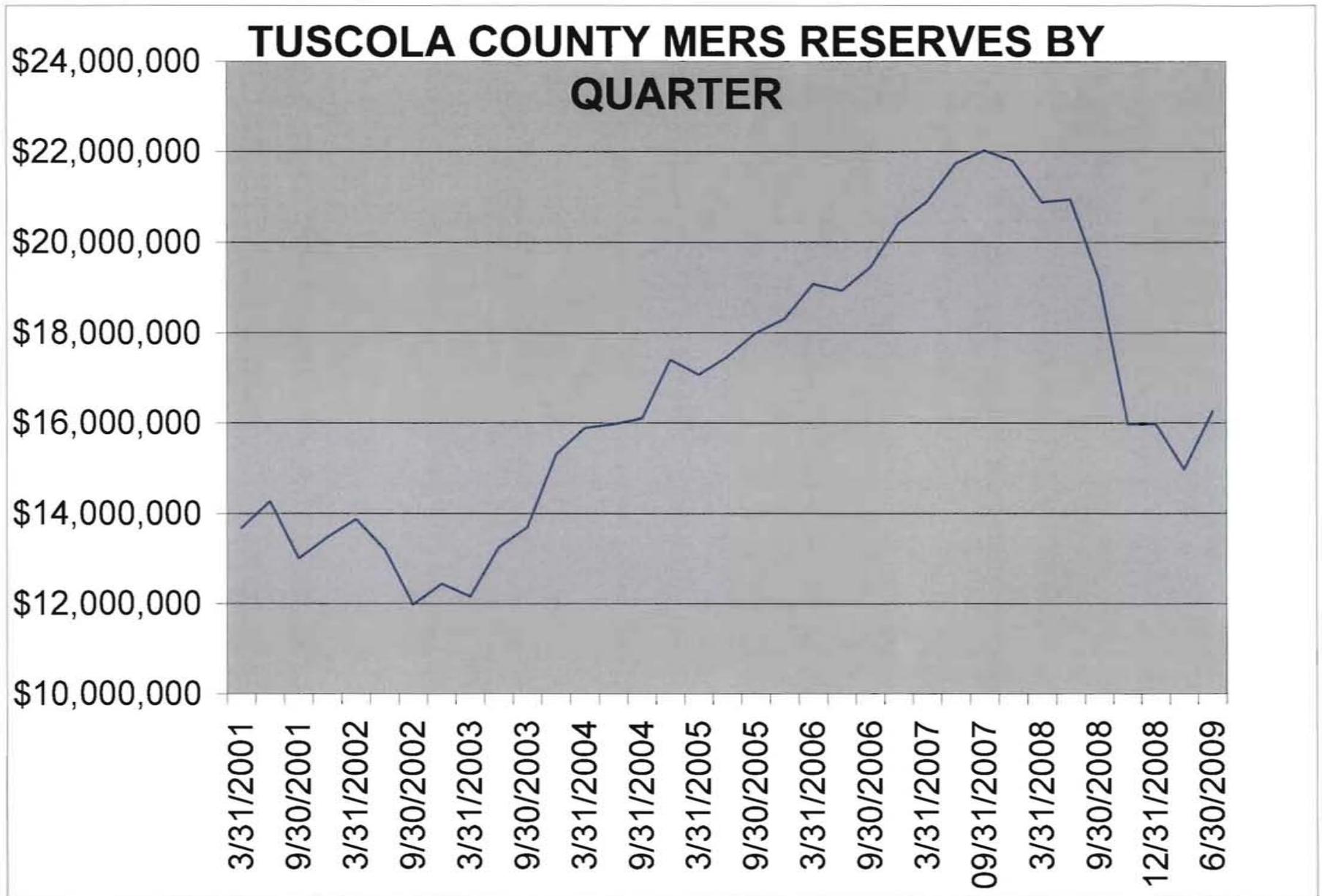
We thank you for your continued interest in CHRP grant funding. If you have any questions or concerns regarding this letter or about your pending grant application, please feel free to contact the COPS Office Response Center at 800.421.6770.

Sincerely,

Andrew A. Dorr

Assistant Director for Grants Administration

9



MERS STATEMENT OF ACCOUNT - QUARTERLY REPORTS

| Quarter Ending | Reserve for Employees | Reserve for Employer | Total Reserve |
|-----------------------|------------------------------|-----------------------------|----------------------|
| 3/31/1999 | \$ 1,964,548 | \$ 11,128,543 | \$13,093,091 |
| 6/30/1999 | \$ 2,035,346 | \$ 11,899,838 | \$13,935,184 |
| 9/30/1999 | \$ 2,045,939 | \$ 11,541,979 | \$13,587,918 |
| 12/31/1999 | \$ 2,066,876 | \$ 13,049,219 | \$15,116,095 |
| 3/31/2000 | \$ 2,068,764 | \$ 13,656,255 | \$15,725,019 |
| 6/30/2000 | \$ 2,106,357 | \$ 13,236,739 | \$15,343,096 |
| 9/30/2000 | \$ 2,115,445 | \$ 13,242,607 | \$15,358,052 |
| 12/31/2000 | \$ 2,264,594 | \$ 12,222,857 | \$14,487,451 |
| 3/31/2001 | \$ 2,259,594 | \$ 11,421,243 | \$13,680,837 |
| 6/30/2001 | \$ 2,287,244 | \$ 11,986,056 | \$14,273,300 |
| 9/30/2001 | \$ 2,307,246 | \$ 10,699,593 | \$13,006,839 |
| 12/31/2001 | \$ 2,432,429 | \$ 11,407,956 | \$13,840,385 |
| 3/31/2002 | \$ 2,406,953 | \$ 11,471,210 | \$13,878,163 |
| 6/30/2002 | \$ 2,446,208 | \$ 10,756,532 | \$13,202,740 |
| 9/30/2002 | \$ 2,496,243 | \$ 9,487,521 | \$11,983,764 |
| 12/31/2002 | \$ 2,613,791 | \$ 9,832,708 | \$12,446,499 |
| 3/31/2003 | \$ 2,635,223 | \$ 9,523,574 | \$12,158,797 |
| 6/30/2003 | \$ 2,657,424 | \$ 10,596,729 | \$13,254,152 |
| 9/30/2003 | \$ 2,655,468 | \$ 11,044,323 | \$13,699,791 |
| 12/31/2003 | \$ 2,640,080 | \$ 12,672,807 | \$15,312,888 |
| 3/31/2004 | \$ 2,634,405 | \$ 13,258,261 | \$15,892,666 |
| 6/30/2004 | \$ 2,690,494 | \$ 13,285,096 | \$15,975,591 |
| 9/31/2004 | \$ 2,671,246 | \$ 13,436,861 | \$16,108,107 |
| 12/31/2004 | \$ 2,749,725 | \$ 14,654,385 | \$17,404,110 |
| 3/31/2005 | \$ 2,773,963 | \$ 14,300,028 | \$17,073,991 |
| 6/30/2005 | \$ 2,729,045 | \$ 14,743,101 | \$17,472,146 |
| 9/30/2005 | \$ 2,772,139 | \$ 15,227,086 | \$17,999,226 |
| 12/31/2005 | \$ 2,875,549 | \$ 15,443,147 | \$18,308,696 |
| 3/31/2006 | \$ 2,902,979 | \$ 16,176,611 | \$19,079,591 |
| 6/30/2006 | \$ 2,927,298 | \$ 16,005,305 | \$18,932,604 |
| 9/30/2006 | \$ 2,913,296 | \$ 16,537,691 | \$19,450,988 |
| 12/31/2006 | \$ 3,088,056 | \$ 17,329,665 | \$20,417,721 |
| 3/31/2007 | \$ 3,110,235 | \$ 17,795,466 | \$20,905,701 |
| 6/30/2007 | \$ 3,147,515 | \$ 18,594,177 | \$21,741,692 |
| 09/31/2007 | \$ 3,104,820 | \$ 18,922,087 | \$22,026,908 |
| 12/31/2007 | \$ 3,204,956 | \$ 18,592,855 | \$21,797,812 |
| 3/31/2008 | \$ 3,274,258 | \$ 17,614,045 | \$20,888,303 |
| 6/30/2008 | \$ 3,245,468 | \$ 17,701,049 | \$20,946,518 |
| 9/30/2008 | \$ 3,274,242 | \$ 15,892,097 | \$19,166,338 |
| 12/31/2008 | \$ 3,007,641 | \$ 12,967,612 | \$15,975,253 |
| 3/31/2009 | \$ 2,966,360 | \$ 12,009,335 | \$14,975,696 |
| 6/30/2009 | \$ 2,979,033 | \$ 13,281,770 | \$16,260,804 |

(H)

July 30, 2009

Dear Commissioners,

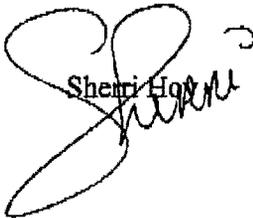
I am interested in being a part of this year's LEAD program because I believe that I would benefit from the additional knowledge gained from learning what Tuscola County has to offer our public.

I have been a resident of Tuscola County for longer then I care to remember. Throughout my professional career I have been involved with various programs and positions:

Librarian for the Indianfields Public Library (now known as Caro Area District Library)
Athletic Booster Board
Cheerleading coach
EMT for Mobile Medical Response
Captain and co-captain for a local Relay for Life team
Hospice volunteer
Member of the Mission Team for the United Brethren Church
Victim Advocate for Tuscola Co. Sheriff's Dept 1996-thru current
Safety Committee for our County
Input Committee since it's inception by the Commissioners in 2003
Several years ago I worked with the District Court Bailiff (AI) in creating first aid bags to be placed around the courthouse for public and staff use if an emergency should arise.

As you can see by the list of activities that I have been involved in, I have continually sought out areas that would be of benefit to others. I believe that I would be a good candidate for the LEAD program because of my demonstrated previous commitment.

Thank you for your time and consideration.


Sherri Holt

PERFORMANCE EVALUATIONS

Amended 10/30/06

I. PURPOSE

To establish policies and procedures regarding performance evaluations.

II. POLICY

The performance of all employees shall normally be evaluated in accordance with the following:

- A. For probationary employees: End of third, sixth, ninth and twelfth months of probationary period
- B. For employees who have been transferred or promoted within the County: End of the sixtieth (60) day in their new position
- C. For non-probationary employees: Their anniversary date of hire

A special evaluation of an employee's performance may be directed to be performed at any time.

III. PROCEDURE

Department Heads shall complete a written evaluation in the form prescribed by the Human Resources Coordinator at the end of the evaluation period. This evaluation shall be dated and signed by the Department Head.

The Department Head shall schedule a conference with the employee to review the evaluation. At the completion of the conference, the evaluation shall be signed by the employee. The employee will be permitted a reasonable time to prepare a written statement to attach to the evaluation if there is disagreement with its contents. Evaluations are placed in the employee's personnel file, and a copy provided to the employee.

An unsatisfactory evaluation may be followed by a further evaluation at the end of 90 days. If at the end of this period the evaluation is still "unsatisfactory" dismissal is the normal action.

DISCIPLINARY ACTION

Amended 10/30/06

I. PURPOSE

To establish policies and procedures regarding disciplinary action and to provide a summary of general work rules and unacceptable employee conduct.

II. POLICY

All employees are expected to conduct their private and professional lives in a manner which reflects positively upon the County. Employees shall be courteous in their dealings with the public and other employees. Employees shall avoid any action that gives the appearance of impropriety. Adherence to this policy is essential for the County to maintain the public support necessary to carry out its functions.

The imposition of disciplinary action is normally the responsibility of the Department Head or supervisor. Situations of a minor nature are handled informally by the employee's immediate supervisor and normally result in a verbal warning conducted in private. The warning may be documented and placed in the personnel file. Offenses of a serious nature are to be documented in writing and retained in the employee's personnel file. Habitual minor offenses shall be considered serious and shall be entered into the personnel file. Terminations must have the prior approval of the Board of Commissioners.

The County expects that the personal and professional conduct of its employees will conform to acceptable standards. In instances where an employee fails to comply with these standards, an attempt may be made to correct an employee's conduct through the use of progressive discipline, but commission of the following offenses or any other improper employee action may result in disciplinary action up to and including discharge, depending upon the seriousness of the offense in the judgment of the County. This list of unacceptable employee conduct does not include all examples of improper conduct, but is provided for the guidance of employees. Employees with questions concerning the propriety of any contemplated action should consult with their supervisor or Department Head before engaging in the activity.

A. General Work Rules. The following rules are provided for the guidance of all employees.

(1) Employees should be at their workstations prior to the commencement of the workday.

(2) Employees must secure permission from their supervisor to leave work prior to the scheduled end of their workday.

(3) All known needed repairs and/or safety hazards on equipment and property must be reported to your supervisor as soon as possible.

(4) Any accident involving personal injury must be reported to your supervisor.

(5) All damage to County equipment, vehicles, tools, or property must be reported to your supervisor and to the Human Resource Office in the event that insurance forms must be filled out.

(6) All safety rules and regulations must be followed. Employees are required to report any and all potentially dangerous work practices, unsafe work conditions, horseplay, negligence and carelessness to their supervisor.

B. Unacceptable Employee Conduct.

(1) Using intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on County property.

(2) Sale of intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on County property.

(3) Possession of intoxicating beverages, marijuana, narcotics or any controlled substance while at work or while on County property.

(4) Using intoxicating beverages, marijuana, narcotics or any controlled substance at such time before work that will interfere with one's mental or physical ability to satisfactorily perform assigned duties.

(5) Stealing, abusing, misusing, removing or deliberately destroying County property or the property of its employees.

(6) Violation of safety regulations.

(7) Failure to carry out instructions, orders, or work assignments.

(8) Refusal to answer questions of a supervisor or designated representative or to submit reports pertaining to the performance of official duties.

(9) Any communication or action intended to threaten, intimidate or coerce another employee or a member of the general public.

(10) Engaging in harassment.

- (11) Marring, marking or defacing any surface of any County building.
- (12) Failing to notify your supervisor that you are using prescribed medication or a non-prescription drug that could interfere with your ability to perform your assigned duties in a safe and efficient manner.
- (13) Conducting or betting on any game of chance involving money or any representation of value while on duty or while on County property.
- (14) Unauthorized possession of firearms, weapons and/or explosives while on duty or while on County property.
- (15) Using abusive language, threatening, intimidating, coercing and/or fighting with employees, supervisors or the general public.
- (16) Engaging in obscene or indecent conduct.
- (17) Sleeping, loafing, idling or loitering during working hours.
- (18) Horseplay, creating a distraction, interfering with an employee or causing unsafe or unsanitary working conditions.
- (19) Falsifying records, reports, documents, or knowingly misrepresenting any information requested by a supervisor.
- (20) Conducting personal business while on duty.
- (21) Failing to properly advise the County when not reporting to work.
- (22) Failing to provide a reason acceptable to the County for absence from work or tardiness for work.
- (23) Excessive tardiness or absences.
- (24) Using your position of employment with the County to directly or indirectly gain benefits, favors, money, advantages, privileges or anything of value other than regular compensation.
- (25) Disregarding or refusing to obey an order, either written or verbal, from a supervisor.
- (26) Destroying, altering or removing any materials or information posted by the County.
- (27) Supporting a restriction of output, slowdown or any unauthorized interruption of assigned duties.

- (28) Submission of false time reports and/or sick leave requests.
- (29) Failure to advise the County of the names, addresses and telephone numbers of the dependents of the employee, or a change in the employee's name, address or telephone number of a dependent of the employee.
- (30) Soliciting or receiving any gift, service, gratuity, loan, fee, or anything else of value which is offered or may be offered as a consequence of County employment.
- (31) Failing to comply with any provision in this Personnel Policies and Procedures Manual or with any other rule and regulation applicable to the employee.
- (32) Conviction of any felony or conviction of any misdemeanor involving moral turpitude or casting doubt upon the employee's ability to perform assigned work.
- (33) Unauthorized disclosure of protected health information.
- (34) Unauthorized disclosure of social security numbers.
- (35) Taking any action which interferes with the proper performance of another employee's assigned work.
- (36) Omitting to take a required action which results in the interference with the proper performance of another employee's assigned work.
- (37) Taking any other action which interferes with the proper performance of the employee's assigned work or which would reflect discredit upon the County.



THE OFFICIAL Robert's Rules of Order Web Site

Welcome! On this website you will find information about:

- **Robert's Rules of Order** and its up-to-date current edition, *Robert's Rules of Order Newly Revised* ([RONR](#));
- the **short book** that provides a simple introduction to parliamentary procedure, *Robert's Rules of Order Newly Revised In Brief* ([RONRIB](#));
- the **authors** who have created the leading manual of parliamentary procedure; and
- **how you can use Robert's Rules of Order Newly Revised** to help your organization run more smoothly.

If you have a question about what *Robert's Rules of Order Newly Revised* prescribes for a particular situation, first check our [Frequently Asked Questions](#) - you may get a quick, accurate answer. Also see [Official Interpretations](#) clarifying questions of parliamentary law **by the authors of Robert's Rules of Order Newly Revised**.

If that doesn't settle the matter, you can participate in our [Question and Answer Forum](#).

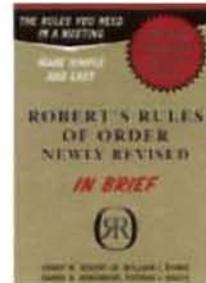
We also have links that allow you to purchase copies of the books for yourself or your organization.

New to meeting rules? Get the best introduction:

The rules you need in a meeting
MADE SIMPLE AND EASY!

Robert's Rules of Order Newly Revised In Brief

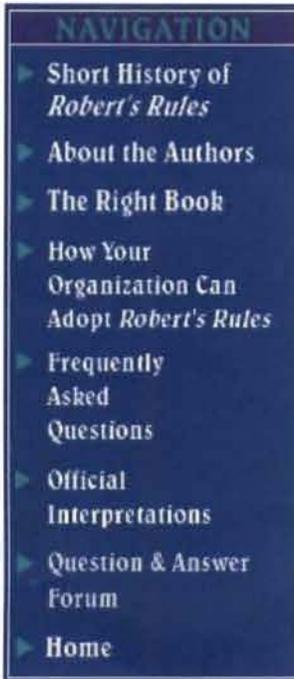
A STEP-BY-STEP GUIDE TO THE RULES FOR
MEETINGS OF YOUR CLUB, CIVIC, OR
CHARITABLE ORGANIZATION



GOING TO A MEETING? WANT TO KNOW HOW TO TAKE PART? LEARN QUICKLY AND EASILY! THIS SHORT, SIMPLE BOOK INCLUDES:

- Sample dialogues to get you confidently through motions, nominations, elections, votes, debates, amendments, and more
- Invaluable tips for keeping meetings orderly and on track
- A chapter answering the most frequently asked questions

NOT SURE WHAT TO DO AT A MEETING?



- Handy tables at the back of the book tell you just what to say

APPOINTED TO A COMMITTEE? ELECTED AN OFFICER OR BOARD MEMBER? CHOSEN AS A CONVENTION DELEGATE?

- Chapters on each clearly explain your duties

[Click here for table of contents and more information on the *In Brief* book](#)

[Click here to order](#)

The Tenth Edition of *Robert's Rules of Order Newly Revised*

The book on parliamentary procedure for parliamentarians and novice club presidents alike, ***Robert's Rules of Order Newly Revised*** is this country's recognized guide to smooth, orderly, and fairly conducted meetings. It is the only book to have been maintained since 1876 under the continuing program established by General Henry M. Robert himself in cooperation with the official publisher of ***Robert's Rules***.



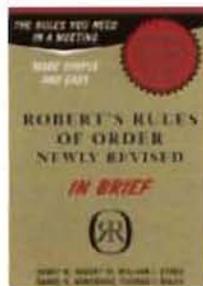
[Click here to order](#)

[Changes in the Tenth Edition](#)

Now Available:

[A text-searchable version of *Robert's Rules of Order Newly Revised*, Tenth Edition on CDRom!](#)

DA CAPO PRESS, PERSEUS BOOKS GROUP

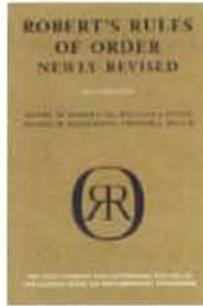


Add *In Brief* to Shopping Cart \$6.95 Amazon.com




Add Hard Cover to Shopping Cart \$25.50 Amazon.com





NOTE: While Amazon.com also makes available other books with "Robert's Rules" in the title, be aware that only what it sells as ***Robert's Rules of Order Newly Revised*** is the current, official version. See [The Right Book](#).



This site is maintained by the Robert's Rules Association, which is made up of descendants of General Henry M. Robert. *Robert's Rules of Order* and the contents of this site are © Copyright by Henry M. Robert III, Trustee for the Robert's Rules Association, 2000.

[Short History of Robert's Rules](#) || [About the Authors](#) || [The Right Book](#)
[How Your Organization Can Adopt RONR](#) || [Frequently Asked Questions](#)
[Official Interpretations](#) || [Q&A Forums](#) || [Home](#)



Rec'd
7/20/09 (L)

**APPOINTMENT APPLICATION FOR TUSCOLA COUNTY
BOARDS AND COMMISSIONS**

Name Christina Martens Home Phone 989-429-8444 (cell)

Address 4860 Loomis Rd. Bus. Phone _____

City/State/Zip Unionville, MI 48767

Occupation Landscape Architect

Employer Esch Landscaping

EDUCATION:

High School USA Years Completed 4

College Michigan State Degree B.A.

Community Involvement USA Community Education Chair

NAME OF BOARD OR COMMISSION DESIRED:

1st Choice Parks & Recreation Commission

2nd Choice Planning Commission

Why do you wish to serve? I would like to see our
County park expanded to serve all residences,
and become a place respected by all residences.

(Additional information may be written on the back or included on a separate attachment)

Signature [Handwritten Signature] Date 07-16-09



Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff
Glen Skrent, Undersheriff

Phone (989) 673-8161
Fax (989) 673-8164

07/20/2009

Tuscola County Board of Commissioners
Mr. Michael Hoagland, County Controller

This is to advise you that I will be hiring two part-time employees to work in corrections, court security and prisoner transport.

They are:

Donald Pisha, a resident of the Kingston area and a certified officer. Donald finished in the top three for the full-time position that we recently filled.

Robert Scott, a Caro resident who was laid off by the Michigan State Police on 07/01/2009. Robert previously worked part-time in the jail before being hired as a juvenile probation officer under the supervision of Robert Popielarz.

Both positions will be contingent on a satisfactory physical examination and background investigation.

In addition Kurt Solmonson who was recently hired as a part-time officer has accepted a full time position with the Mt. Pleasant, Mi. Police Department and submitted his resignation.

Respectfully,

Leland Teschendorf, Sheriff



**HEALTH CARE SAVINGS PROGRAM
PARTICIPATION AGREEMENT**

Tuscola County 71-B District Court

(Participating Employer)

**Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
517-703-9030**

**Restated: November 15, 2005
(Approved May 14, 2003 and
amended August 19, 2004)**

HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement 7/1/09

Health Care Savings Program Coordinator (Name and title) Carrie Krampits

Address 207 East Grant Street Caro, MI 48723

Phone (989) 672 3705 Facsimile (989) 672 4011

E-mail ckrampits@TuscolaCounty.org

COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/employee classifications ("Covered Group"), in Health Care Savings Program or select from the listing below. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the group(s) listed below:

All Eligible Employees within the following bargaining unit(s) or personnel/employee classification(s) (must specify below, e.g., MERS Division 1; All Police & Fire; or Police Command):

71-B District Court Employees - Full time

ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. 2. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

Check one or both:

- With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.

- With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement on Employee Enrollment and Beneficiary Designation forms to be provided by MERS Health Care Savings Program.

EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Once you have determined the contribution structure, language should be added in the appropriate area below. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Program Administrator along with the Participation Report, to be credited to the individual accounts of Eligible Employees as follows:

Check one or more, as applicable:

- Basic Employer (Before-Tax) Contributions**

These employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure (**specify**): A jump start contribution of \$25 upon enrollment.

- Vesting Cycle For Basic Employer Contributions Only**

The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

| Years of Service | Percentage Vested |
|------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | 100% |

FORFEITURE PROVISION. Upon separation from the service with the Employer prior to meeting required vesting schedule set out above, or upon Death of the Participant, prior to meeting the required vesting schedule, a Participant's account assets shall:

Check only one, as applicable:

- Remain in the HCSP sub-trust to be reallocated among all Plan Participants in on equal dollar basis
- Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- Be transferred to the Employer's Health Funding Vehicle ("RHFV").

Mandatory Salary Reduction (Before-Tax) Contributions

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify): Employees will contribute \$2.50-\$1,000 per pay.

This amount may be increased at any time but never decreased.

Mandatory Leave Conversion (Before-Tax) Contributions

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

The following type of leave shall be converted to an employer cash contribution to Health Care Savings Program:

Check one or more, as applicable:

Vacation Leave Conversion Contribution Structure:

- As of _____, _____ % of vacation leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Sick Leave Conversion Contribution Structure:

As of termination, 100 % of sick leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): All sick leave in excess off annual cap, as of December 31st,
shall be contributed to the HCSP in accordance with the personnel policy.

Personal Leave Conversion Contribution Structure:

As of _____, _____ % of personal leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Severance Pay Conversion Contribution Structure:

As of _____, _____ % of severance pay must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Post-Tax Employee Contributions

The Participating Employer hereby elects to permit post-tax Employee Contributions to be made by Eligible Employees within the Covered Group(s), which shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Plan Document have been implemented.

STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Plan Document.

EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on the ____ day of _____, 20____.

GOVERNING BODY

Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

MERS APPROVAL

The Participation Agreement is approved by MERS. Contributions shall first be remitted beginning with the month of _____, 20____.

Dated: _____, 20____

By _____
(Authorized MERS signatory)

Title _____

Health Care Savings Program - Draft Court Policy

I. Purpose

To establish policies and procedures to allow employees access to a tax-deferred program to save for health care needs when they are no longer employed by the Court.

II. Policy

The Court participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the Court.

Under the HCSP, employees make mandatory employee contributions in an amount determined by the employer on a calendar basis and there is a mandatory conversion of accrued but unused paid sick leave.

Employees may also make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often than on a monthly basis.

Employees are responsible for the payment of the annual investment fee and for the payment of all the fees applicable to their individual investment accounts.

The specific terms and conditions of the HCSP are controlled by the MERS HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose.

Upon the death of the employee and their last dependent, any amounts remaining in the HCSP will be available for a beneficiary or contingent beneficiary to continue to receive reimbursements for medical expenses. This individual would be taxed on those reimbursements.

Disputes regarding the HCSP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance provisions of the Court Personnel Policies.

III. Procedure

The County is responsible for the payment of the annual investment fee during the initial start up of the HCSP in 2009 and then the Court will be responsible for the annual investment fee during the first year that an employee is eligible to participate in the HCSP, but employees are responsible for the payment of all other fees applicable to their individual investment accounts.

2. **REGULAR EMPLOYEES:** Each regular full time-time employee shall earn sick leave days at the rate of one (1) sick day (7 and ½ hours) for each full month of service up to a maximum accumulation of one-hundred fifty (150) days (1,125 hours) which may be used as defined herein.

REGULAR EMPLOYEES: Each regular full time employee shall earn sick leave days at the rate of one (1) sick day (7.50 hours) for each full month of service. At the end of each calendar year, all accrued but unused sick leave hours in excess of twenty (20) days (150 hours) shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and 50% of that amount shall be placed in the employee's HCSP with MERS, .or at the option of the employee exercised at least two weeks before the date of the placement of funds into the HCSP, some or all of that amount will be paid to the employee.

8. **RESIGNATION:** Upon an employee's resignation from employment, receipt of all County and/or 71-B District Court property issued to or in the possession of the employee, including, but not limited to keys, ID badge/card, computer equipment, phone card, etc. and receipt of two (2) weeks notice of resignation, twenty-five percent (25%) of accumulated sick leave up to a maximum of thirty (30) days pay will be paid to the employee, based upon current salary on the date resignation.

RESIGNATION: Non-probationary employees who voluntarily resign their employment without disciplinary action pending with at least two (2) week's advance notification and who have returned all County and/or 71 B District Court property issued to or in the possession of the employee, including, but not limited to keys, ID badge/card, computer equipment, phone card, etc, shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 25% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of termination some or all of that amount will be paid to the employee.

9. **RETIREMENT:** Upon retirement, sick leave credits will be paid to the employee based upon the employee's current wage or salary on the date of retirement providing the employee has completed the following years of acceptable service:

- 10 years – 50% of accumulated sick leave
- 15 years – 50% of accumulated sick leave
- 20 years – 100% of accumulated sick leave

Retirement is defined as ten (10) years of acceptable performance or service with the county and sixty (60) years of age or twenty-five (25) years of service and fifty-five (55) years of age.

RETIREMENT: Employees who retire under the Court's retirement plan with less than twenty (20) years of Court service and are eligible to immediately collect retirement benefits shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 50% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. Employees who retire under the Court's retirement plan with twenty (20) or more years of Court service and are eligible to immediately collect retirement benefits shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 100% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. For purposes of this section, retirement shall not include employees who are deferred retirees under MERS and are only eligible to receive a retirement allowance at a later date.

Health Care Savings Program - Draft ~~County~~ Policy

Adopted: _____

I. Purpose

To establish policies and procedures to allow employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County.

II. Policy

The County participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County.

Under the HCSP, employees make mandatory employee contributions in an amount determined by the employer on a calendar basis and there is a mandatory conversion of accrued but unused paid sick leave.

Employees may also make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often than on a monthly basis.

Employees are responsible for the payment of the annual investment fee and for the payment of all the fees applicable to their individual investment accounts.

The specific terms and conditions of the HCSP are controlled by the MERS HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose.

Upon the death of the employee and their last dependent, any amounts remaining in the HCSP will be available for a beneficiary or contingent beneficiary to continue to receive reimbursements for medical expenses. This individual would be taxed on those reimbursements.

Disputes regarding the HCSP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance provisions of the County Policies.



Tuscola County Recycling Material Recovery Facility

E-mail: recycle@tuscolacounty.org
Website: www.tuscolacounty.org/recycling/

1123 Mertz Rd.
Caro, MI 48723

Phone: (989) 672-1673
Fax: (989) 672-3868

August 22, 2006

Dear Mr. Striffler and Caro Village Council,

This letter is meant as a follow up to our phone conversation last week in regards to the white storage barn located on our premises. As we discussed, we are in need of replacing the white storage barn. On February 28, 2006, the Village and the County entered into a ten-year lease. The lease states "Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected."

Due to its age and wear, we are unable to do any more improvements to the white storage barn. Over the years, we have reinforced the back wall and have done other needed maintenance to the barn. This summer we asked the Tuscola County Building and Grounds Department to replace the sliding doors on the front of the building. The Tuscola County Building and Grounds Department inspected the building and deemed it too outdated to repair. Their recommendation was to remove the current building and build a new storage barn in its place.

The Tuscola County Recycling Center would like to follow through with Building and Grounds recommendation. The new barn would be larger and more accommodating to our needs as a recycling center. We have outgrown the current building and our operations continue to expand each year. We are asking for the Village's permission to proceed with replacing the white storage barn.

The Recycling Center will cover all costs incurred with building a new building. At this time, we have no estimates for the cost but will follow County Policy. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Kate Neese
Tuscola County Recycling Coordinator

Tuscola County Recycling Material Recovery Facility

E-mail: recycle@tuscolacounty.org
Website: www.tuscolacounty.org/recycling

1123 Mertz Rd.
Caro, MI 48723

Phone: (989) 672-1673
Fax: (989) 672-3868

November 4, 2008

TO: Mr. Don Beavers, Village of Caro Manager

RE: Improving the Recycling Center's site

Dear Mr. Beavers:

Tuscola County Recycling would like to make some improvements to our current site located at 1123 Mertz Road in Caro. We currently lease this property from the Village and would like the Village's approval before we move forward. These improvements will allow us to continue to grow and expand in order to meet the environmental needs of our community.

First of all, Tuscola County Recycling has been awarded a grant from the Michigan Department of Agriculture. This grant will provide our site with a permanent storage building, which will house special wastes. This program is aimed at collecting pesticides and mercury from all area residents and will also allow our center to collect household hazardous wastes from our County residents year round.

Secondly, we have been approved funding to replace the white storage barn that is currently located behind our building. As you may already be aware, the white storage barn is very old and it has been deemed unfixable by our Building and Grounds Department. We have outgrown the building and are in need of more storage space. We are exploring options on how to replace that building and we plan on demolishing it next year with the Village's approval.

Please feel free to contact me if you have any questions about either of these projects. We look forward to working with the Village.

Sincerely,

Kate Neese
Tuscola County Recycling Coordinator

CC: *Mike Hoagland; Tuscola County Controller*
Mike Miller; Tuscola County Building and Grounds
Jerry Peruski; SCMCCI
File

COPY

**Tuscola County Recycling
Material Recovery Facility**

E-mail: recycle@tuscolacounty.org

**1123 Mertz Rd.
Caro, MI 48723**

**Phone: 989-672-1673
Fax: 989-672-3868**

February 17, 2005

**Mr. David Murphy - Manager
Village of Caro
317 S State Street
Caro, MI 48723**

Dear Mr. Murphy;

This letter is meant to inform you that we are interested in renewing our lease with the Village of Caro. Our recycling center has been located on the Village's property for ten years under our current lease and we would like to sign a new lease for another ten years.

Please contact us with any questions you may have in regard to this situation. Thank you for your time and consideration.

Sincerely,

**Kate Neese – Recycling Coordinator
Tuscola County Recycling**

Kate Quesse

LEASE

This lease agreement made the 28 day of Feb, 2006 between the **VILLAGE OF CARO (LESSOR)** and **TUSCOLA COUNTY (LESSEE)**:

WHEREAS the Village is the owner of real property described as commencing at the Southwest corner of the Northwest ¼, of the Northwest ¼, of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan; thence East 300 feet; thence North 300 feet; thence West 300 feet to the West line of said Section; thence South to the point of beginning of this description; and

WHEREAS Lessee desires to lease said premises from the Lessor for the purpose of operating a Material Recovery Facility;

Now therefore in consideration for the mutual covenants and consideration, receipt of which is acknowledged, Lessor and Lessee agree as follows;

1. Lessee shall lease the above-described property commonly known as 1123 Mertz Road, Caro, Michigan for the term of ten (10) years from and after the date hereof.
2. Lessee shall not resign or transfer this lease nor sublet said premises or any part thereof without the written consent of Lessor.
3. Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected.
4. Lessee shall pay One (\$1.00) Dollar per year to Lessor as rent for said premises during the term of this lease.
5. Upon payment of the rent set forth above, Lessee shall be entitled to the exclusive right to the use and privilege of the leased premises for the term set forth herein.
6. Lessor or Lessee has the right to terminate said lease with six months prior written notice to the other.
7. Lessee shall indemnify Lessor from any environmental liability resulting from this Lease and the tenancy.

WITNESS our hands and seal the date above written.

**COUNTY OF TUSCOLA
Tuscola County Board of Commissioners**

Michael R. Hoagland
County Controller

[Signature]
Board of Commissioners Chairperson

VILLAGE OF CARO

Karen J. Snider
Village Clerk

[Signature]
Village President

**AGREEMENT FOR THE OPERATION OF THE TUSCOLA
COUNTY MATERIAL RECOVERY FACILITY**

This agreement made and entered into this ____ day of ____, 2006 between the
Tuscola Board of Commissioners (County) and the Village of Caro (Village).

WHEREAS, the State of Michigan Department of Environmental Quality through its
Waste Management Division granted the County money to construct and operate a Material
Recovery Facility; and

WHEREAS, the County and the Village desire to enter into an agreement for the
location of said facility on Village property; and

WHEREAS, the County and the Village desire to enter into an agreement providing for
the operation of the facility for the benefit of both the County and the Village.

NOW THEREFORE, in consideration for the mutual covenants and agreements
contained herein the parties agree as follows;

Section 1. NAME

The facility is known as the Tuscola County Recycling Center and Material Recovery Facility
(MRF).

Section 2. LOCATION

The MRF shall be location on the real property owned by the Village and leased to the County in
the Northwest ¼ of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola
County, Michigan.

Section 3. COUNTY DUTIES AND AUTHORITY

- A. The County shall be responsible for administering and implementing the Solid Waste
Alternatives Grant Contract with the Michigan Department of Environmental Quality
through December 31, 2006 as referred to above.
- B. The County shall have title to all of the property hereinafter acquired (not to include
leased property) by MRF including personnel and/or real property.
- C. The County shall enter into a lease for real property owned by the Village referred to
above for a period of ten (10) years, a copy of which is attached hereto and incorporated
herein by reference.
- D. The County Board of Commissioners has appointed a Recycling Authority Committee,
which is responsible for overseeing the operation of the MRF.
- E. The County shall have authority for establishing a budget for the MRF operations and
shall maintain its own accounting system.

- F. All employees at the MRF shall be employees of the County. The County may also contract with other persons or entities to provide service for the MRF as deemed necessary. All employees and or subcontractors shall be subject to the rules and procedures of the County as in such cases made and provided. The sole discretion of whether or not to hire personnel or contract for services for the MRF shall be with the County.
- G. The MRF Recycling Coordinator shall be staff to the Solid Waste Planning Committee and will report to the Board of Commissioners and Recycling Authority Committee through the County Controller as needed.
- H. All revenues generated through the MRF operations shall be the property of the County and may be used at the discretion of the County Board of Commissioners for the MRF operations.

Section 4. VILLAGE DUTIES AND AUTHORITY

- A. The Village shall enter into a lease with the County. A copy of said lease agreement is attached hereto and incorporated herein by reference.
- B. The Village shall maintain the floor drain located within the building.
- C. The Village shall provide assistance with heavy equipment as needed.

Section 5. HEADINGS

The headings of the Sections of this agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this agreement.

Section 6. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 7. NOTICES

Any notice required or permitted to be given under this agreement shall be deemed properly given if in writing and delivered to the entities or their principle office as set forth above.

Section 8. ENTIRE AGREEMENT

This instrument and incorporated Lease contain the entire agreement of the parties relating to the subject matter and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing signed by both parties.

Section 9. INVALIDITY

If any provision of this agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to the extent, but only to such extent as necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed servable and shall not affect the validity and enforceability of any other provision.

Section 10. LENGTH OF AGREEMENT

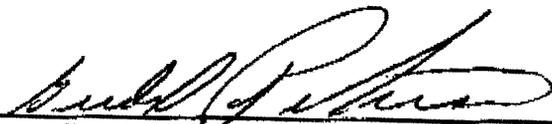
The term of this agreement shall be for ten (10) years commencing on the date hereof and continuing thereafter for a period of ten (10) years unless terminated earlier through termination of the Lease or by agreement of the parties.

Section 11. CERTIFICATION

The person signing on behalf of the respective parties to this agreement certify that they are duly authorized to sign the agreement on behalf of the entity they represent.

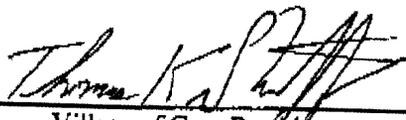
IN WITNESS WHEREOF, the parties hereto have fully executed this agreement on the days and year first above written;

**COUNTY OF TUSCOLA
Tuscola County Board of Commissioners**



Board of Commissioners Chairperson

VILLAGE OF CARO



Village of Caro President

DATED: _____

Kate Neese

From: "Doug Van Essen" <dvw@silvervanessen.com>
To: "Mike Hoagland" <mhoagland@tuscolacounty.org>; "Kate Neese" <recycle@tuscolacounty.org>
Sent: Tuesday, December 06, 2005 5:59 PM
Attach: December 6, 2005 Letter to Board on Carol MRF.doc; LEASE post dwv.doc; AGREEMENT FOR THE OPERATION OF THE TUSCOLA.doc
Subject: RE: MRF Agreement

Mike: Here's my opinion letter approving and the two documents with only very minor changes that should be acceptable to the Village and that are explained in my letter. Sorry this took so long. --Doug

Douglas W. Van Essen
Silver & Van Essen, P.C.
116 Ottawa N.W.
Grand Rapids, MI. 49503
(616) 988-5600
(616) 988-5606 (fax)
dvw@silvervanessen.com
Web Page: www.silvervanessen.com
THIS TRANSMISSION MAY CONTAIN CONFIDENTIAL AND/OR PRIVILEGED MATERIAL

-----Original Message-----

From: Mike Hoagland [mailto:mhoagland@tuscolacounty.org]
Sent: Wednesday, November 09, 2005 4:41 PM
To: Kate Neese; Doug Vanessen (Doug Vanessen)
Subject: FW: MRF Agreement

From: Phillip S. Vawter [mailto:caromanager@centurytel.net]
Sent: Wednesday, November 09, 2005 1:53 PM
To: Mike Hoagland
Subject: MRF Agreement

Mike:

Sorry about the delay in completing review of the MRF Agreements between the Village and County. I have reviewed the proposed agreements with Tom Striffler and offer the following for your consideration:

Lease Agreement

- Include provision allowing the Village to terminate the lease with prior notice (six months for example).

Operation Agreement

Related to Village Duties:

- Eliminate Section 4 (A). According to Center staff, the County is budgeting for collection and disposal of non-recyclable waste.

- The Village will continue to maintain the floor drain (4B). Also, the Village will continue to help crush the glass recyclables every two or three months (4 C).

If these modifications are acceptable, please make the changes and provide revised agreements. The remaining Council meetings for the year are November 21 and December 5 and 19.

If you have questions, please let me know.

Phil Vawter
Village Manager

**AGREEMENT FOR THE OPERATION OF THE TUSCOLA
COUNTY MATERIAL RECOVERY FACILITY**

This agreement made and entered into this ____ day of ____, 2005 between the Tuscola Board of Commissioners (County) and the Village of Caro (Village).

WHEREAS, the State of Michigan Department of Environmental Quality through its Waste Management Division granted the County money to construct and operate a Material Recovery Facility; and

WHEREAS, the County and the Village desire to enter into an agreement for the location of said facility on Village property; and

WHEREAS, the County and the Village desire to enter into an agreement providing for the operation of the facility for the benefit of both the County and the Village.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained herein the parties agree as follows;

Section 1. NAME

The facility is known as the Tuscola County Recycling Center and Material Recovery Facility (MRF).

Section 2. LOCATION

The MRF shall be location on the real property owned by the Village and leased to the County in the Northwest ¼ of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan.

Section 3. COUNTY DUTIES AND AUTHORITY

- A. The County shall be responsible for administering and implementing the Solid Waste Alternatives Grant Contract with the Michigan Department of Environmental Quality through December 31, 2006 as referred to above.
- B. The County shall have title to all of the property hereinafter acquired (not to include leased property) by MRF including personnel and/or real property.
- C. The County shall enter into a lease for real property owned by the Village referred to above for a period of ten (10) years, a copy of which is attached hereto and incorporated herein by reference.
- D. The County Board of Commissioners has appointed a Recycling Authority Committee, which is responsible for overseeing the operation of the MRF.
- E. The County shall have authority for establishing a budget for the MRF operations and shall maintain its own accounting system.

- F. All employees at the MRF shall be employees of the County. The County may also contract with other persons or entities to provide service for the MRF as deemed necessary. All employees and or subcontractors shall be subject to the rules and procedures of the County as in such cases made and provided. The sole discretion of whether or not to hire personnel or contract for services for the MRF shall be with the County.
- G. The MRF Recycling Coordinator shall be staff to the Solid Waste Planning Committee and will report to the Board of Commissioners and Recycling Authority Committee through the County Controller as needed.
- H. All revenues generated through the MRF operations shall be the property of the County and may be used at the discretion of the County Board of Commissioners for the MRF operations.

Section 4. VILLAGE DUTIES AND AUTHORITY

- A. The Village shall enter into a lease with the County. A copy of said lease agreement is attached hereto and incorporated herein by reference.
- B. The Village shall maintain the floor drain located within the building.
- C. The Village shall provide assistance with heavy equipment as needed.

Section 5. HEADINGS

The headings of the Sections of this agreement are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this agreement.

Section 6. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 7. NOTICES

Any notice required or permitted to be given under this agreement shall be deemed properly given if in writing and delivered to the entities or their principle office as set forth above.

Section 8. ENTIRE AGREEMENT

This instrument and incorporated Lease contain the entire agreement of the parties relating to the subject matter and may not be waived, changed, modified, extended or discharged orally but only by agreement in writing signed by both parties.

Section 9. INVALIDITY

If any provision of this agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable as written, such provision shall be reformed by the court to the extent, but only to such extent as necessary to make the provision enforceable. Any provision which cannot be so reformed shall be deemed servable and shall not affect the validity and enforceability of any other provision.

Section 10. LENGTH OF AGREEMENT

The term of this agreement shall be for ten (10) years commencing on the date hereof and continuing thereafter for a period of ten (10) years unless terminated earlier through termination of the Lease or by agreement of the parties.

Section 11. CERTIFICATION

The person signing on behalf of the respective parties to this agreement certify that they are duly authorized to sign the agreement on behalf of the entity they represent.

IN WITNESS WHEREOF, the parties hereto have fully executed this agreement on the days and year first above written;

**COUNTY OF TUSCOLA
Tuscola County Board of Commissioners**

Board of Commissioners Chairperson

VILLAGE OF CARO

Village of Caro President

DATED: _____

LEASE

This lease agreement made the _____ day of _____, 2005 between the **VILLAGE OF CARO (LESSOR)** and **TUSCOLA COUNTY (LESSEE)**:

WHEREAS the Village is the owner of real property described as commencing at the Southwest corner of the Northwest ¼, of the Northwest ¼, of Section 11, Town 12 North, Range 9 East, Indianfields Township, Tuscola County, Michigan; thence East 300 feet; thence North 300 feet; thence West 300 feet to the West line of said Section; thence South to the point of beginning of this description; and

WHEREAS Lessee desires to lease said premises from the Lessor for the purpose of operating a Material Recovery Facility;

Now therefore in consideration for the mutual covenants and consideration, receipt of which is acknowledged, Lessor and Lessee agree as follows:

1. Lessee shall lease the above-described property commonly known as 1123 Mertz Road, Caro, Michigan for the term of ten (10) years from and after the date hereof.
2. Lessee shall not resign or transfer this lease nor sublet said premises or any part thereof without the written consent of Lessor.
3. Lessee shall at its own expense during the continuation of this lease keep said premises and every part thereof in as good of repair as when accepted and at the expiration of the term, yield and deliver the same in like condition as when it was taken, reasonable use and wear thereof and damage by elements expected.
4. Lessee shall pay One (\$1.00) Dollar per year to Lessor as rent for said premises during the term of this lease.
5. Upon payment of the rent set forth above, Lessee shall be entitled to the exclusive right to the use and privilege of the leased premises for the term set forth herein.
6. Lessor or Lessee has the right to terminate said lease with six months prior written notice to the other.

WITNESS our hands and seal the date above written.

COUNTY OF TUSCOLA
Tuscola County Board of Commissioners

County Controller

Board of Commissioners Chairperson

VILLAGE OF CARO

Village Clerk

Village President

SILVER & VAN ESSEN, P.C.

[Electronic Letterhead]

116 Ottawa N.W.

Grand Rapids, Michigan 49503

(616) 988-5600

(616) 988-5606 (fax)

e-mail address: dww@silvervanessen.com

December 7, 2005

CONFIDENTIAL

Tuscola County Board of
Commissioners
c/o Mr. Michael Hoagland
207 East Grant Street
Caro, Michigan 48723

Re: Village of Caro Recycling Lease and Agreement

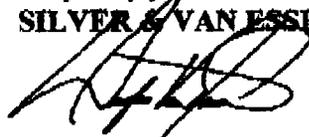
Dear Commissioners:

Attached you will find a revised Lease and Operational Agreement for the MRF at the Village of Caro's facility. We approve the form of this Lease and Operational Agreement. The only changes suggested by the Village were to delete its obligation to pay for collection and disposal of non-recyclables and the ability to terminate the lease on six months notice.

We understand that these changes are acceptable to the County. To facilitate them, we added language that either party, including the County, can terminate the Lease upon six months, written notice. We then coordinated the Operational Agreement so that it terminated if the Lease was terminated. We also adjusted the "merger" clause in the Operational Agreement so that it acknowledged the Lease. The Operational Agreement removes the obligation to pay for nonrecyclables. These changes should be acceptable to the Village and, as noted above, the documents pass our legal review.

This letter is exempt from disclosure under the Freedom of Information Act. Any discussion of the contents may be held in closed session pursuant to Section 8(h) of the Open Meetings Act, which exempts discussion of material exempt from disclosure under the Freedom of Information Act.

Very truly yours,
SILVER & VAN ESSEN, P.C.



Douglas W. Van Essen

DWV /jg
Encl.



TEK SUPPLY

1440 Field of Dreams Way Dyersville, IA 52040
 1.800.835.7877 or Contact Us
www.teksupply.com

ClearSpan Pony Wall Poly Building 20'W x 16'H x 48'L Item# PB00824R4G

The potential for these hoop buildings is limited only by your imagination. Ideal for boat storage, hay, grain, sand, salt, livestock production, truck and tractor garage, composting and much more!

- Pony wall buildings are intended for use on wood posts or on a foundation wall.
- Compare our price to the \$30-\$40,000 cost of a metal or wood building.
- Can be built on any surface in just a few days.
- Built-in 6' wide skylight lets the sun shine in.
- Premium silver/grey 12.5 oz. cover reflects light, keeping the building cool in the summer, and comes with a 15 year warranty.
- Buildings are sold without end panels, but can be equipped with ends, roll-up sides and can be insulated with TekFoil™.
- 14 gauge Allied Gatorshield® structural steel tubing.
- Height of building includes 4' of pony wall (not included).
- All pony wall buildings come complete with heavy-duty mounting feet that have pre-drilled fastening holes.

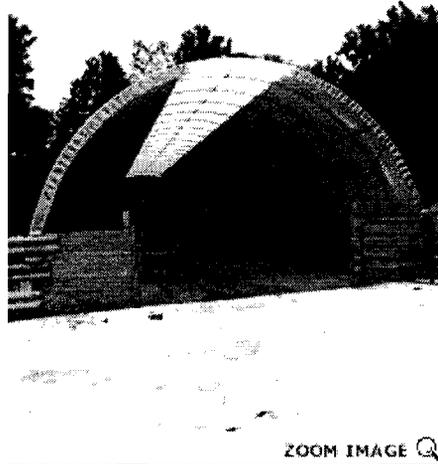
Please Note: If this building will be used in a heavy snowfall region, we recommend upgrading to a 3 ft. rafter spacing. Buildings do not include ground anchoring systems. Please see accessories listed below.

Our Price: \$3,569.00 / EA

Product Specifications

| | |
|-------------------------|--|
| Weight | 1398.000 |
| Availability | Manufactured Product - Available in 8 days |
| Width | 20' |
| Height | 16' On 4' Wall |
| Length | 48' |
| Cover Material Weight | 12.5 ounce |
| Skylight | 6' |
| End Frame | Optional |
| Frame Material | Allied Gatorshield® Steel |
| Pipe Gauge | 14 |
| Pipe Diameter | 1.66" |
| Rafter Spacing | 4' |
| Cover Material Warranty | 15 year |
| Instructions | Instructions (PDF Format) |
| Warranty | Warranty Document |

Recommended Accessories



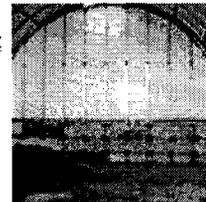
ZOOM IMAGE

[Click here for more images.](#)

May we also recommend

[ClearSpan End Frame Kit - 20'W x 16'H](#)

\$549.00
[More Info](#)



[Plyco Insulated Door - 36" x 80" Standard](#)

\$311.00
[More Info](#)



[TekFoil Foil/Bubble Bubble/Foil 8' x 125'](#)

\$434.12
[More Info](#)



[Trac-Rite Heavy Duty Steel Roll-Up Door - 8'W x 8'H](#)

\$569.00
[More Info](#)



[ClearSpan Freestanding Poly Building 20'W x 12'H x 48'L](#)

\$3,569.00





1440 Field of Dreams Way Dyersville, IA 52040
 1.800.835.7877 or Contact Us
www.teksupply.com

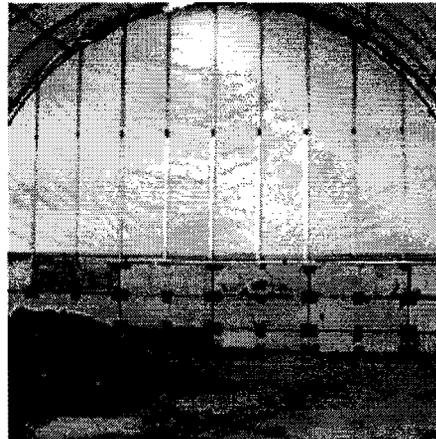
ClearSpan End Frame Kit - 20'W x 16'H
 Item# 106627

Customize your building! Steel End Frames are constructed from Allied Gatorshield® structural steel square tubing. When not utilizing an End Frame Kit, please remember to purchase necessary conduit.

Our Price: \$549.00 / EA

Product Specifications

| | |
|--------------------|--|
| Weight | 316.000 |
| Availability | Manufactured Product - Available in 8 days |
| Width | 20' |
| End Frame Material | Allied Gatorshield® Steel |
| Roll-Up Doors | 1 |
| Height | 16' |
| Instructions | Instructions (PDF Format) |



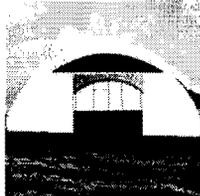
ZOOM IMAGE

[Click here for more images.](#)

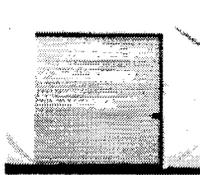
Recommended Accessories



Prehung Insulated Entry Door 36"W x 80"H
\$259.00



ClearSpan Fabric End Panel - 20'W x 16'H
\$409.00



Trac-Rite Heavy Duty Steel Roll-Up Door - 8'W x 8'H
\$569.00

May we also recommend

ClearSpan Pony Wall Poly Building 20'W x 16'H x 24'L
\$2,149.00
[More Info](#)



ClearSpan Pony Wall Poly Building 20'W x 16'H x 36'L
\$2,849.00
[More Info](#)



ClearSpan Pony Wall Poly Building 20'W x 16'H x 48'L
\$3,569.00
[More Info](#)





1440 Field of Dreams Way Dyersville, IA 52040
 1.800.835.7877 or Contact Us
www.teksupply.com

Trac-Rite Heavy Duty Steel Roll-Up Door - 10'W x 10'H
 Item# 107171

Strong, smooth and quiet. These Trac-Rite® Doors are ideal for agricultural, commercial, industrial and residential use.

- The perfect replacement for your old wooden, metal or fabric door.
- Solid 26 gauge, grade 80 rigid-rib galvanized steel, factory seamed, corrugated door has a siliconized polyester finish.
- 12 gauge, zinc-coated door stops are mounted to brackets for increased strength and safety.
- 18 gauge zinc-coated steel guides, with polypropylene runners, allow doors to roll easily.
- Sealed bearings offer a smooth and quiet operation.
- Exterior latch is made from cast zinc alloy and is rust resistant. Slide bar features magnetic properties for use with security system switches.
- Minimal back room requirements.
- Weather seal kit provides protection from wind and corrosion, as well as eliminating dust infiltration.
- Powder-coated, zinc-plated exterior handle and molded plastic pull rope handle offer convenient opening and closing.
- Easy to install. Little to no maintenance.
- Supported by 30/25-year paint, 3-year material and 10-year EP3 spring warranties.
- EP3 spring technology halts damaging corrosion at military approved levels.
- Add a ZAP, compact-design, space saving door opener. Opener and accessories sold separately.

Our Price: \$799.00 / EA

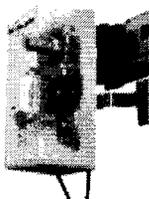
Product Specifications

| | |
|---------------------|---------------------|
| Weight | 285.000 |
| Availability | Available in 8 days |
| Size | 10'W x 10'H |

Recommended Accessories



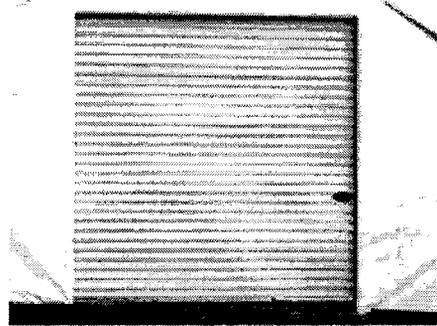
ZAP Roll-up Door Opener
\$619.00



Door Opener Motor Cover
\$55.00



Wireless Keypad & Receiver
\$129.00



[ZOOM IMAGE](#)

[Click here for more images.](#)

May we also recommend

Remote Package

\$115.00

[More Info](#)



Prehung Insulated Entry Door 36"W x 80"H

\$259.00

[More Info](#)

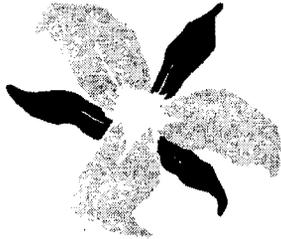


Trac-Rite Premium Heavy Duty Steel Roll Up Door - 12'W x 14'H

\$1,359.00

[More Info](#)





Q

ANTRIM COUNTY
BOARD OF COMMISSIONERS
P.O. Box 520
Bellaire, Michigan 49615
Phone (231) 533-6353
Fax (231) 533-6935
Chairman:

July 20, 2009

At the July 9, 2009 meeting of the Antrim County Board of Commissioners, the following Resolution was offered:

RESOLUTION #27-09 by Michael Crawford, seconded by Laurie Stanek

WHEREAS, the economic times in the State of Michigan are at a critical state and have been for some time; and

WHEREAS, the benefit package for state legislators is completely out of line with industry standards; and

WHEREAS, we the Antrim County Board of Commissioners, are in agreement with any legislator that would seek to present legislation to curtail or pare back legislative benefits; and

WHEREAS, HB 5019 has been sent to committee and has found co-sponsorship from state house legislators; and

WHEREAS, we feel it is time for all state legislators to support this resolution and eliminate this wasteful spending practice; and

WHEREAS, the people of Antrim County have expressed a desire to see this happen, thus we urge our Representative Kevin Elsenheimer and our Senator Jason Allen to give this issue their complete support; now

THEREFORE, BE IT RESOLVED that the Antrim County Board of Commissioners adamantly urges our state legislators, Representative Kevin Elsenheimer and Senator Jason Allen, to fully support HB 5019 in an effort to limit the benefit package received by our state legislators; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Governor Jennifer M. Granholm, Representative Kevin Elsenheimer, Senator Jason Allen, Michigan Association of Counties, and all Michigan counties.

Yes – Jerroll Drenth, Eugene Dawson, Larry Bargy, Jack White, David Howelman,
Michael Crawford, Laurie Stanek, Bernie Blackmore, Joseph Allen;

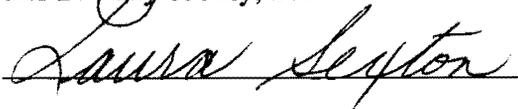
No - None

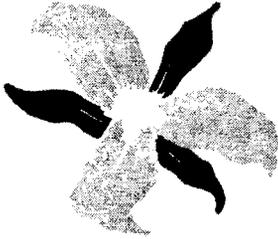
Absent – None.

RESOLUTION #27-09 DECLARED ADOPTED

ANTRIM COUNTY CLERK, BELLAIRE MI
STATE OF MICHIGAN, COUNTY OF ANTRIM, ss
I, Laura Sexton, Clerk of the County of Antrim do certify
the above is a true and exact copy of the original record
now remaining in this office.

IN TESTIMONY WHEREOF, I have set my hand and
official seal at the Village of Bellaire in said county
this 20th day of July, 2009

 County Clerk



ANTRIM COUNTY
BOARD OF COMMISSIONERS
P.O. Box 520
Bellaire, Michigan 49615
Phone (231) 533-6353
Fax (231) 533-6935
Chairman:

July 20, 2009

At the July 9, 2009 meeting of the Antrim County Board of Commissioners, the following Resolution was offered:

RESOLUTION #28-09 by Michael Crawford, seconded by David Howelman

WHEREAS, encouraging Brownfield site redevelopment is critical to building a strong economic base for the future of Antrim County; and

WHEREAS, the Natural Resources and Environmental Protection Act, Act 451 of 1994, Part 201 (the Act), created the Baseline Environmental Assessment (BEA), a mechanism whereby developers can take ownership of a Brownfield site without incurring liability for previous site contamination, which has been successful in encouraging Brownfield redevelopment; and

WHEREAS, the County has been awarded grants to conduct site assessment activities, including BEAs, at sites potentially contaminated with hazardous substances in order to make Brownfield redevelopment attractive for potential developers; and

WHEREAS, redesign of the Act, by the Michigan Department of Environmental Quality (MDEQ) proposes to (a) eliminate the Baseline Environmental Assessment, (b) make liability protection dependent on implementation of due care activities, (c) encourage remediation of contaminated sites to unspecified levels through third party lawsuits; and

WHEREAS, provisions have not been made to exclude local units of government, Brownfield Redevelopment Authorities and Land Bank Fast Track Authorities from incurring liability; and

WHEREAS, the failure to protect these entities from being subject to third party lawsuits, will halt grant activities, jeopardizing funding resources; and

WHEREAS, uncertainty about the full extent and cost of activities necessary to get and maintain liability protection will result in potential developers removing Brownfield sites from development consideration.

THEREFORE BE IT RESOLVED that Antrim County Board of Commissioners opposes the changes to the Act,, proposed by the DEQ; and

BE IT FURTHER RESOLVED that it is the will of the Antrim County Board of Commissioners that BEA's should not be eliminated from the Act; and

BE IT ALSO FURTHER RESOLVED that it is the will of the Antrim County Board of Commissioners that completion of a BEA shall result in liability protection from contamination caused by a previous owner.

Yes – Jerroll Drenth, Eugene Dawson, Larry Bargy, Jack White, David Howelman,
Michael Crawford, Laurie Stanek, Bernie Blackmore, Joseph Allen;

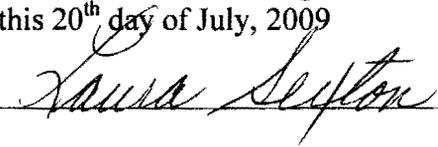
No - None;

Absent – None.

RESOLUTION #28-09 DECLARED ADOPTED.

ANTRIM COUNTY CLERK, BELLAIRE MI
STATE OF MICHIGAN, COUNTY OF ANTRIM, ss
I, Laura Sexton, Clerk of the County of Antrim, do certify
the above is a true and exact copy of the original record
now remaining in this office.

IN TESTIMONY WHEREOF, I have set my hand and
official seal at the Village of Bellaire in said county
this 20th day of July, 2009



County Clerk