

DRAFT - Agenda
Tuscola County Board of Commissioners
Committee of the Whole
Thursday, February 11, 2010 – 8:00 A.M.
Annex Board Room (207 E. Grant Caro, Mi.)

Finance

Committee Leaders-Commissioner Peterson and Bardwell

Primary Finance Items

1. **Child Care Fund Concerns and Resolution (See A)**
2. **Road Patrol and Senior Citizen Millage Renewal Language (See B)**
3. **MGT County-Wide Cost Allocation Plan Proposal (See C)**
4. **Contracts for Mental Health Services for Jail Inmates (See D)**
5. **Request from Fremont Township Assessor (See E)**
6. **Red Flag Rule Draft Policy (See F)**
7. **County Clerk Budget Request for Data/Workflow Imaging System (See G)**
8. **Legal Service**
 - **Labor Awarded (See H)**
 - **General Not Awarded**

Secondary/On-Going Finance Items

1. Treasurer Bank Statement Reconciliation
2. Development of Financial Guidelines for Labor Negotiations
3. Update Regarding Broadband Grant Application
4. Discussion of Tether Program Potentials – Potential Use of Grant Funds
5. ATM, PayPal, Touch Pay Options for Courthouse – Need to Schedule Meeting Date with Banks
6. Dispatch Rebanding
7. Health Insurance Proposals – PEBS February 18, 2010 at 5:00P.M. – Annex
8. Dispatch and Other Procedures for Emergency Telephone System – February 25, 2010 Committee Meeting
9. Potential 2010 Budget Amendments
 - Probation Officer Position
 - Clerk's Office – Increase in Part-Time General Office Clerk's Hours

Personnel

Committee Leader-Commissioners Peterson and Roggenbuck

Primary Personnel Items

1. **Behavioral Health Board Vacancies (See I)**

Secondary/On-Going Personnel Items

1. Open Meetings Act Discussion for Boards and Commissions – Corporate Council and County Prosecutor
2. Incorporate County Personnel Policies and Other key Personnel Information on the County Web Site
3. Circuit/Family Court Personnel Policies
4. Road Commission Elected Versus Appointed – Next Steps – February 24, 2010 Public Hearing

Building and Grounds

Committee Leader-Commissioners Petzold and Kern

1. Update Regarding Caro Farmers Market
2. Draft Airport Zoning Ordinance – Information Sent to Local Officials
3. Niland Building – Possible Lease Buy-Out
4. Adult Probation Building Update and Alternative Locations
5. Road Commissioner – Snowmobiles (See J)
6. Off-Road Vehicle Ordinance (See K)
7. Request for Tree Removal along Deckerville Road on County Property

Primary Building and Grounds Items

Secondary/On-Going Building and Grounds Items

1. Review of FOC Potential Relocation to the Courthouse

Correspondence/Other Business as Necessary

1. Energy Grant Approval – Next Steps
2. Draft Airport Zoning Ordinance – County Planning Commission Public Hearing
3. Great Lakes Restoration Initiative Grant Submittal
4. Other County Resolutions
5. National Flood Insurance Program
6. Wind Energy Planning – Saturday, February 27, 2010 Colwood Church, 8:30 A.M. to 12:30 P.M.

Public Comment Period

Closed Session – If Necessary

Other Business as Necessary

Notes:

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.

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.

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.

Statutory Finance Committee

1. Claims Review and Approval (Outstanding Invoice from Last Meeting)

BOARD OF COMMISSIONERS
COUNTY OF _____

RESOLUTION IN OPPOSITION TO CODIFICATION OF THE *DWAYNE B. VS. GRANHOLM* CONSENT JUDGEMENT CONTAINED IN HB 4118

WHEREAS, County boards of commissions and judges work in tandem to provide children in the child welfare system with appropriate placements in the child's best interest; and

WHEREAS, The state Department of Human Services (DHS) entered into a consent judgment with Children's Rights in the case *Dwayne B. vs. Granholm*; and

WHEREAS, Neither county boards of commissioners nor judges were involved in the negotiations surrounding the aforementioned consent judgment, nor were they a party to the suit and therefore should not be made a party by statute; and

WHEREAS, The presiding judge, not the DHS, is statutorily bound to place the child in his or her best interest; and

WHEREAS, The consent judgment is more than 70 pages in length and subject to interpretation, creating potential legal interpretive difficulties for the state, counties, and courts; and

NOW THEREFORE BE IT RESOLVED that the _____ County Board of Commissioners is opposed and urges the legislature and the Governor to oppose any attempt at codification by reference of the *Dwayne B. vs. Granholm* consent judgment in any form, but currently found in HB 4118; and

BE IT FURTHER RESOLVED that this resolution be distributed to the Governor, Senators _____, Representatives _____, and the Michigan Association of Counties for their consideration and action.

ADOPTED THIS _____ DAY OF _____, 2010

ATTEST:

To: Tuscola County Board of Commissioners

From: Controller/Administrator
Equalization Director

Date: February 10, 2010

Re: Information Regarding Renewal of Road Patrol and Senior Citizen Millages

There are eight special purpose millages and the allocated millage available for county operations (see table below):

Mills edited 1-28-2010	Last	2009	
	Ballot	Maximum	Last Date
Millage Name	Mills	Millage	Can
General Operating Millage	Voted	Amount	be Renewed *
████████████████████	N.A.	3.0000	N.A.
Medical Care Facility Construction	N.A.	1.0000	N.A.
Primary Roads	0.9657	0.9657	Nov. 2016
Road Patrol	0.9000	0.8953	Nov. 2010
Mosquito Abatement	0.6316	0.5616	Nov. 2014
Bridge	0.4807	0.4807	Nov. 2016
Medical Care Facility*	0.2500	0.2500	Nov. 2019
Senior Citizens	0.2000	0.1989	Nov. 2010
Recycling*	0.1500	0.1500	Nov. 2017
Total		8.4163	
* Millage renewal could be voted on before this deadline			
Source: County Equalization Department			

Background Information

- The allocated millage is fixed indefinitely.
- Primary Roads, Mosquito Abatement, Bridge, Medical Care Facility and Recycling were all renewed by the public in the August 2008 election.
- The Medical Care Facility Construction millage does not have to be renewed and expires in 2017.
- Sheriff Road Patrol and Senior Citizen millages must be voter approved no later than the November General Election of 2010 in order to be levied and produce property tax revenue for the 2011 calendar year budget.

- The ballot language including date to be voted, amount of millage, and length of time until next renewal is the ultimate responsibility of the Tuscola County Board of Commissioners to set and approve.
- Attachment A is a copy of the language that was used for the last renewal of the Sheriff Road Patrol and Senior Citizens in 2004.
- The County Corporate Council and Equalization Director have explained that a millage that has been rolled back under Headlee can be put on the ballot at the original levy amount and still be referred to as a renewal provided the amount of Headlee roll back is less than .5 mills. The Road Patrol and Senior Citizen millages have been rolled back significantly less than .5 mills.

Importance of Staggering Millage Renewal Votes

- With eight special purpose millages it is important that their terms be staggered so that they all do not expire at the same point in time which may increase the chances of some renewals failing particularly in difficult financial times.
- The Road Patrol and Senior Millage have been set for six years with the previous renewals. If the Road Patrol and Senior millages are again set for six year periods they would have to be voted for renewal with Primary Roads, Bridge, and in all likelihood Recycling because they would also expire at this same time. This would mean five millage questions would be voted on in the same year.
- An alternative to the six year renewal period would be to change to a four or eight year period. **If a four year period** is set for the Road Patrol and Senior Citizens, the only other millage that would likely be voted on at this same period is Mosquito Abatement. **If an eight year period** is set, there are no other millages that expire at this time except possibly the Medical Care Facility which may be voted on in 2018 to avoid the cost of a special election in 2019. Of course, the longer the period for a millage renewal the more potential roll backs in the millage amounts that could occur under Headlee.
- By voting in August the Board of Commissioners could put the question back on the November ballot for another vote and still be able to levy the millage in the next year if it passes.

Recommended Next Steps

- Ask representatives for seniors to review ballot languages and length of terms for renewal of the Senior Citizen Millage and provide recommendations.
- Ask the Sheriff to review ballot languages and length of terms for renewal of the Road Patrol Millage and provide recommendations.
- Ask corporate council to review and approve ballot languages.
- Submit final ballot languages to the County Clerk by May 25, 2010 for inclusion on the August primary election ballot for a public vote.

2004 Tuscola County
Primary Election Millage Requests

**RENEWAL
SENIOR CITIZENS**

For the years 2004 through 2009, shall the previously approved total taxable property rate limitation authorization in Tuscola County be maintained at two-tenths of a mil (20 cents for each \$1,000 of valuation) for the operation of Senior Citizens' programs in Tuscola County? This is a millage renewal and if approved and levied in its entirety raises an estimated \$240,613 in the first calendar year after its approval.

passed

**RENEWAL
SHERIFF'S ROAD PATROL**

For the years 2004 through 2009, shall the previously approved total taxable property rate limitation authorization in Tuscola County be maintained at nine-tenths of a mil (90 cents for each \$1,000 of valuation) for the operation of the Tuscola County Sheriff's Road Patrol? This is a millage renewal and if approved and levied in its entirety raises an estimated \$1,082,758 in the first calendar year after its approval.

passed

**NEW
SHERIFF'S ROAD PATROL**

For the years 2004 through 2009, shall the total taxable property rate limitation in Tuscola County be enlarged by five-tenths of a mil (50 cents for each \$1,000 of valuation) for the operation of the Tuscola County Sheriff's Road Patrol? This millage is designed to maintain funding for the Tuscola County Sheriff's Road Patrol in the face of declining County revenues. If approved and levied in its entirety this millage raises an estimated \$601,532 in the first calendar year after its approval.

failed

©

MGT of America
Michigan Office
2343 Delta Road
Bay City, Michigan 48708
888-746-4648
www.mgtofamerica.com

MGT
OF AMERICA, INC.

\$8,450
Maximum

January 28, 2010

Mr. Mike Hoagland
Controller
Tuscola County
207 E. Grant Street
Caro, Michigan 48723

Dear Mr. Hoagland:

MGT of America now offers Michigan counties a comprehensive package of costing services, including the preparation of OMB Circular A-87 County-Wide Cost Allocation Plans. We know that your Friend of the Court is seriously considering transferring their billing services from your current vendor to MGT and we would like to propose that MGT prepare Tuscola County's 2009 Central Services Cost Allocation plan for use in 2011. By combining the two projects the County is assured the maximum recovery of indirect costs.

Your current cost allocation vendor is reducing the number of experienced consultants they employ all over the nation, including Michigan. MGT continues to add the best local professional costing services staff in Michigan. This consulting capacity and commitment allows our consultants and management team to assure Tuscola County that you will receive timely and accurate completion and approval of your 2009 CAP for use in 2011.

For your convenience, we have included a proposed contract for your Board's consideration. Our fee for the service is \$8,200 which includes the preparation, negotiation, and implementation of the cost allocation plan. We also included an option to renew the contract for two additional years for the same initial price.

MGT wants to thank you for your consideration, and if you have any questions, please feel free to contact me toll free at 888-746-4648.

Sincerely,

MGT of AMERICA
Mark Epstein

Mark Epstein
Senior Partner

Enclosure

MGT of America
Michigan Office
2343 Delta Road
Bay City, Michigan 48708
888-746-4648
www.mgtofamerica.com

MGT



OF AMERICA, INC.

February 5, 2010

Mr. Mike Hoagland
Controller
Tuscola County
207 E. Grant Street
Caro, Michigan 48723

Dear Mr. Hoagland:

Previously we sent you a cost allocation plan contract for \$8,200 and our understanding is that you are seeking a more competitive price. Enclosed, please find a new contract offering our services for \$7,500. MGT thanks you for your consideration, and if you have any questions, please feel free to contact me toll free at 888-746-4648.

Sincerely,

MGT of AMERICA

A handwritten signature in cursive script that reads 'Mark Epstein'.

Mark Epstein
Senior Partner

Enclosure



①

RECEIVED FEB 01 2010

TUSCOLA

Behavioral Health Systems

MEMORANDUM

TO: Lee Teschendorf, Sheriff
Tuscola County Sheriff's Dept.

FROM: Shawndel Tomlinson, Contract Manager
Tuscola Behavioral Health Systems

DATE: January 29, 2010

RE: CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

The Tuscola Behavioral Health Systems Board of Directors has met recently and approved the contract(s) with your organization.

Enclosed are two copies of two Agreements. One is an Agreement for mental health services provided to inmates January 1, 2010 through January 31, 2010, and the other is an Agreement for TBHS to pass through the cost for any inpatient hospital days and associated costs for jail inmates. Once the Agreements have been signed, please return all copies for final signature and a fully executed copy of each will be returned.

If you have any questions, please feel free to contact me at your convenience at 989-672-3011 or sxtomlinson@tbhs.net.

Thank you.

CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

This Agreement is made and entered into by and between **Tuscola Behavioral Health Systems**, (TBHS), whose mailing address is P.O. Box 239, Caro, Michigan, 48723, and **Tuscola County**, (COUNTY), whose mailing address is 207 E. Grant Street, Caro, MI 48723, for the purchase of necessary and authorized mental health services.

I. Purpose

The purpose of this Contract is to define the roles and responsibilities of TBHS and COUNTY in providing mental health treatment to inmates incarcerated in the county jail.

II. Contractual Authority

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

III. Term

This contract shall be in force for the period of January 1, 2010, through January 31, 2010.

IV. County Responsibilities

Under Michigan Compiled Laws (MCL) 801.4, costs incurred providing mental health services to an inmate incarcerated in a county jail are the responsibility of the county. Accordingly, COUNTY agrees to determine the need for and pay for mental health treatment of inmates under its custody. Mental health services provided by TBHS are listed in Section V of the Contract. For inmates referred to TBHS for mental health treatment, if COUNTY is aware that the individual is covered by any health care policy or certificate of insurance, COUNTY shall provide that information to TBHS. COUNTY agrees to pay TBHS for services provided by TBHS in accordance with the fee schedule identified in Attachment A.

V. TBHS Services

Under MCL 330.2002a for a person confined in a place of detention operated by a political subdivision of the state and who requests mental health services, mental health services shall be provided by the appropriate community mental health program. Accordingly, TBHS agrees to provide the following services as authorized by COUNTY:

- A. **Mental Health Assessment:** Generally accepted professional assessments or tests, other than psychological tests, that are conducted by a mental health care professional within their scope of practice for the purpose of determining eligibility for specialty services and supports, and the treatment needs of the person.
- B. **Psychiatric Assessment:** A comprehensive evaluation, performed face-to-face by a psychiatrist that investigates the person's clinical status, including the presenting problem; the history of the present illness; previous psychiatric, physical, and medication history; relevant personal and family history; personal strengths and assets; and a mental status examination. This examination concludes with a written summary based on a recovery model of positive findings, a bio-psychosocial formulation and diagnostic statement, an estimate of risk factors, initial treatment

recommendations, estimate of length of stay when indicated, and criteria for discharge.

- C. Medication Review: Evaluating and monitoring medications, their effects, and the need for continuing or changing the medication regimen.
- D. Pre-admission screening.
- E. Crisis Intervention
- F. Inpatient psychiatric services arranged by TBHS with community psychiatric hospitals

VI. Reimbursement

COUNTY shall reimburse TBHS at the rates identified in Attachment A for services rendered by TBHS that have been authorized by COUNTY. Services will be considered authorized by COUNTY if they are requested by either jail personnel or the inmate through the process established between the jail and TBHS. Psychiatric services required as a result of a mental health assessment, crisis intervention or a pre-admission screening will be considered as requested and authorized. Ongoing psychiatric services required as a result of a psychiatric assessment will be considered as requested and authorized. Psychiatric hospitalizations as the result of a pre-admission screening will be considered as requested and authorized.

Before resorting to COUNTY for payment, TBHS shall seek recovery from all liable third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of an individual's covered benefit. It is the responsibility of the COUNTY to provide TBHS any information regarding third party payment sources to TBHS at the time that services are provided.

All monthly billing statements of TBHS shall specify billable services to each inmate. TBHS' submittal of a billing statement of claims for any reimbursement hereunder shall constitute TBHS' verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of TBHS, the MDCH, Medicaid, Medicare, and/or third party reimbursers.

Due to TBHS' contractual agreements with psychiatric inpatient units, TBHS will authorize and reimburse these units for inpatient psychiatric hospitalizations that were required based on Severity of Illness (SI) and Intensity of Service (IS) criteria. The COUNTY will then reimburse TBHS for the cost of these services, less any third party payments received by TBHS.

- Severity of Illness (SI) refers to the nature and severity of the signs, symptoms, functional impairments and risk potential related to the individual's psychiatric disorders.
- Intensity of Service (IS) refers to the setting of care, to the types and frequency of needed services and supports, and to the degree of restrictiveness necessary to safely and effectively treat the beneficiary.

VII. Records Management and Administration

- A. TBHS shall maintain appropriate records relating to service, client care and financial information as directed by COUNTY. Said records shall be available for review by

COUNTY, or by COUNTY'S external audit firm.

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

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

VIII. Indemnification and Hold Harmless

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

IX. Independent Contractor Status

- A. In performing its responsibilities under this Contract, TBHS shall at all times be deemed and regarded as an independent contractor. Except as may be otherwise provided herein, no persons employed by TBHS shall be considered employees of COUNTY; nor shall any such persons be covered by COUNTY'S worker's compensation insurance, nor entitled to any fringe benefits offered by COUNTY.
- B. Nothing in this Contract shall be interpreted as authorizing those employed by it to contract on behalf of COUNTY.

X. Conflict of Interest

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

XI. Non-Discrimination

TBHS agrees that no employee or applicant for employment shall be subjected to discrimination with respect to hiring, recruitment, advancement or discharge in the terms, conditions or privileges of employment, or a matter directly or indirectly related to employment solely because of religion, race, color, national origin, age, sex, height, weight, marital status, record of arrest without conviction, or physical or mental handicap, and that affirmative action will be taken to assure equal employment opportunity for Blacks, Hispanics, American Indians, Asians, women and handicapped persons where they are underutilized.

XII. Compliance with the Law

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

XIII. Disregarding Titles

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

XIV. Invalid Provisions

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

XV. Completeness of This Contract

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

XVI. Termination

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

XVII. Certification

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

Tuscola Behavioral Health Systems

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed or Typed Name

Sharon Beals

Printed or Typed Name

Its: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Witnessed By:

Witnessed By:

Date: _____

Date: _____

Attachment A
Reimbursement Rates

SERVICE	HCPCS Code	Unit	Rate
Mental Health Assessment	H0031	Encounter	140.56
Assessment-Psychiatric Assessment	90801	Encounter	249.00
Crisis Intervention	H2011	15 min	42.08
Inpatient Hospital Day			Rates vary by hospital
Medication Review (Dr.)	90862	Encounter	109.64
Pre-admission screening	T1023	Encounter	287.23

Rates to the County will be billed at the TBHS established rate or the latest published State of Michigan rates (current rate – FY 08), whichever is lower.

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recommendations, estimate of length of stay when indicated, and criteria for discharge.

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COUNTY, or by COUNTY'S external audit firm.

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

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

VIII. Indemnification and Hold Harmless

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

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- A. In performing its responsibilities under this Contract, TBHS shall at all times be deemed and regarded as an independent contractor. Except as may be otherwise provided herein, no persons employed by TBHS shall be considered employees of COUNTY; nor shall any such persons be covered by COUNTY'S worker's compensation insurance, nor entitled to any fringe benefits offered by COUNTY.
- B. Nothing in this Contract shall be interpreted as authorizing those employed by it to contract on behalf of COUNTY.

X. Conflict of Interest

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

XI. Non-Discrimination

TBHS agrees that no employee or applicant for employment shall be subjected to discrimination with respect to hiring, recruitment, advancement or discharge in the terms, conditions or privileges of employment, or a matter directly or indirectly related to employment solely because of religion, race, color, national origin, age, sex, height, weight, marital status, record of arrest without conviction, or physical or mental handicap, and that affirmative action will be taken to assure equal employment opportunity for Blacks, Hispanics, American Indians, Asians, women and handicapped persons where they are underutilized.

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

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XVII. Certification

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

Tuscola Behavioral Health Systems

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed or Typed Name

Sharon Beals

Printed or Typed Name

Its: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Witnessed By:

Witnessed By:

Date: _____

Date: _____

Attachment A
Reimbursement Rates

SERVICE	HCPCS Code	Unit	Rate
Mental Health Assessment	H0031	Encounter	140.56
Assessment-Psychiatric Assessment	90801	Encounter	249.00
Crisis Intervention	H2011	15 min	42.08
Inpatient Hospital Day			Rates vary by hospital
Medication Review (Dr.)	90862	Encounter	109.64
Pre-admission screening	T1023	Encounter	287.23

Rates to the County will be billed at the TBHS established rate or the latest published State of Michigan rates (current rate – FY 08), whichever is lower.

EXCEL APPRAISALS, INC.

Copy to all
Comm.
(E)

January 28, 2010

Tuscola County Board of Commissioners
207 E. Grant Street
Caro, MI 48723

Re: Michigan Tax Tribunal Appeal
Wingert's Development, Village of Mayville, Fremont Township

Dear Commissioners:

I am writing to you on behalf of the Fremont Township Board of Trustees, hereinafter referred to as "Township".

Wingert's Development, hereinafter referred to as "Petitioner", has filed an appeal with the Michigan Tax Tribunal, hereinafter referred to as "MTT". The Township has employed Laura Hallahan of Hafeli, Staran, Hallahan, Christ, & Dudek P.C. from Bloomfield Hills, MI to handle this appeal. She specializes in the area of MTT appeals.

An appraisal was submitted by the Petitioner at the 2008 March Board of Review, but was found to be quite defective after a thorough review of the appraisal. Legal counsel feels it wise for the Township to obtain an appraisal of our own for this property. The cost of such an appraisal is \$3,500.

The Township receives very little revenue compared to the other taxing authorities. Therefore, at the suggestion of legal counsel, the Township is asking for assistance from you to help with the cost of this appraisal. The Township has already spent a great deal of monies since the onset of this appeal. Hopefully, an appraisal presented on behalf of the Township will expedite the process.

The County, for all categories (General; Bridges/Streets; Senior Citizens; MCF; etc.) receives 15% of the Petitioner's taxes. The Township is requesting that the County pay \$525.00 (15%) of the \$3,500.00 appraisal cost.

The amount of assessed value in contention between the Petitioner and the Township is approximately, \$1,000,000 resulting in approximately a \$500,000 taxable value dispute. If the Township loses this appeal, the resulting loss of revenue to the County would be approximately \$4,200.00 annually from the 2008 year of the appeal and all subsequent years.

FEBRUARY 3, 2010

We have contacted the three major taxing authorities for assistance with the cost of this appraisal. They are Tuscola County; Mayville Community Schools; and the Village of Mayville.

If any of these three entities choose to decline the Township's request for assistance in this matter, the cost to those willing to help shoulder the expenditure of the appraisal would then increase beyond the amount stated in this letter.

If the Township is unable to obtain the requested dollars to assist in the appraisal cost, in all probability, the Township would have to concede to the value of the faulty appraisal submitted by the Petitioner, due to it not being fiscally feasible to fully fund the appraisal at the Township's expense.

If the Township has not received a written response by March 15, 2010, we will assume you have declined this request.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Connie S. Lipka". The signature is written in black ink and is positioned above the typed name.

Connie S. Lipka
FREMONT TOWNSHIP ASSESSOR

Cc: Henry Wymore, Fremont Twp. Supervisor

DRAFT

Subject: IDENTITY THEFT PREVENTION PROGRAM

- 1. **PURPOSE:** To establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with Part 681 of Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.
- 2. **AUTHORITY:** Tuscola County Board of Commissioners
- 3. **APPLICATION:** This policy and protection program applies to all Tuscola County employees, contractors, consultants, temporary employees and all other personnel affiliated with third parties.
- 4. **RESPONSIBILITY:** The Controller/Administrator of Tuscola County shall be responsible for the implementation, administration, and periodic review and revision of this policy.
- 5. **DEFINITIONS:**
 - 5.1 Identity theft means a fraud committed or attempted using the identifying information of another person without authority.
 - 5.2 Covered account means:
 - (a) An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include, but are not limited to, credit card accounts, mortgage loans, automobile loans, margin accounts, cell phone accounts, utility accounts, checking accounts and savings accounts;
 - (b) Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.
 - 5.3 Red flag means a pattern, practice or specific activity that indicates the possible existence of identity theft.

6. POLICY:

6.1 POLICY DEVELOPMENT: In order to detect, prevent and mitigate identity theft, all Tuscola County Departments will review whether it offers or maintains covered accounts and will include reasonable policies and procedures to:

- (a) Identify relevant red flags for covered accounts it offers or maintains and incorporate those red flags into the program; Detect red flags that have been incorporated into the Program;
- (b) Respond appropriately to any red flags that are detected to prevent and mitigate identity theft;
- (c) Ensure the Program is updated periodically to reflect changes in risks to customers and to the safety and soundness of the creditor from identity theft;
- (d) Each Department's program shall, as appropriate, incorporate existing policies and procedures that control reasonably foreseeable risks.

6.2 ADMINISTRATION:

- (a) Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee for Tuscola County;
- (b) The Identity Theft Committee will consist of the County Treasurer or designee, County Controller or designee, and the Tuscola County Sheriff .
- (c) Staff shall be trained, as necessary, to effectively implement the Program;
- (d) The Program shall exercise appropriate and effective oversight of service provider arrangements.

6.3 IDENTIFICATION OF RED FLAGS:

- (a) The Program will include relevant red flags from the following categories as appropriate:
 - 1. Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services;
 - 2. The presentation of suspicious documents;

3. The presentation of suspicious personal identifying information;
 4. The unusual use of, or other suspicious activity related to, a covered account;
 5. Notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts.
- (b) The Program shall consider the following risk factors in identifying relevant red flags for covered accounts as appropriate:
1. The types of covered accounts offered or maintained;
 2. The methods provided to open covered accounts;
 3. The methods provided to access covered accounts;
 4. Its previous experience with identity theft.
- (c) The Program will incorporate relevant red flags from sources such as:
1. Incidents of identity theft previously experienced;
 2. Methods of identity theft that reflect changes in risk;
 3. Applicable supervisory guidance.

6.4 **DETECTION OF RED FLAGS:** The Program will address the detection of red flags in connection with the opening of covered accounts and existing covered accounts, such as by:

- (a) Obtaining identifying information about, and verifying the identity of, a person opening a covered account;
- (b) Authenticating customers, monitoring transactions, and verifying the validity of change of address requests in the case of existing covered accounts.

6.5 **RESPONSE:** The Program will provide for appropriate responses to detected red flags to prevent and mitigate identity theft. All responses will be documented and the response will be commensurate with the degree of risk posed. Appropriate responses may include:

- (a) Monitor a covered account for evidence of identity theft;
- (b) Contact the customer;
- (c) Change any passwords, security codes or other security devices that permit access to a covered account;
- (d) Reopen a covered account with a new account number;
- (e) Not open a new covered account;
- (f) Close an existing covered account;
- (g) Not attempt to collect on a covered account or not sell a covered account to a debt collector;
- (h) Notify law enforcement; or

- (i) Determine no response is warranted under the particular circumstances.

6.6 **STORING OF DOCUMENTS:** Each employee and contractor performing work for Tuscola County will comply with the following policies:

- (a) File cabinets, desk drawers, overhead cabinets, and other storage space containing documents with sensitive information will be locked when not in use;
- (b) Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised;
- (c) Desks, workstations, work areas, printers and fax machines and common shared work areas will be cleared of all documents containing sensitive information when not in use;
- (d) Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use;
- (e) When documents containing sensitive information are discarded they will be placed inside a lock shred bin or immediately shredded using a mechanical cross cut or Department of Defense (DOD)-approved shredding device. Locked shred bins are labeled "Confidential paper shredding and recycling." Municipal records, however, may only be destroyed in accordance with the county's records retention policy and Michigan State law.

6.7 **ELECTRONIC DISTRIBUTED DOCUMENTS:** Each employee and contractor performing work for Tuscola County will comply with the following policies.

- (a) Internally, sensitive information may be transmitted using approved Tuscola County email. All sensitive information must be encrypted when stored in an electronic format;
- (b) Any sensitive information sent externally must be encrypted and password protected and only to approved recipients. Additionally, a statement such as this should be included in the email:

"This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited."

6.8 **UPDATING THE PROGRAM:** The Program will be updated periodically to reflect changes in risk to customer or to the safety and soundness of the County from identity theft based on factors such as:

- (a) The experiences of the County with identity theft;
- (b) Changes in methods of identity theft;
- (c) Changes in methods to detect, prevent and mitigate identity theft;
- (d) Changes in the types of accounts that the County offers or maintains;
- (e) Changes in the business arrangements of the County, including changes to service provider arrangements.

6.9 **OVERSIGHT OF THE PROGRAM:**

(a) Oversight of the Program will include:

- 1. Assignment of specific responsibility for implementation of the Program;
- 2. Review of reports prepared by staff regarding compliance;
- 3. Approval of material changes to the Program as necessary to address changing risks of identity theft.

(b) Reports will be prepared as follows:

- 1. Staff responsible for development, implementation and administration of the Program will report to the County Controller/Administrator at least annually on compliance by the County with the Program;
- 2. The report will address material matters related to the Program and evaluate issues such as:
 - i. The effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
 - ii. Service provider agreements;
 - iii. Significant incidents involving identity theft and management's response;
 - iv. Recommendations for material changes to the Program.

6.10 **OVERSIGHT OF SERVICE PROVIDER AGREEMENTS:** The County will take steps to ensure that the activity of a service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft whenever the County engages a service provider to perform an activity in connection with one or more covered accounts.

6.11 DUTIES REGARDING ADDRESS DISCREPANCIES:

- (a) The County will develop policies and procedures designed to enable the County to form a reasonable belief that a credit report relates to the consumer for whom it was requested if the County receives a notice of address discrepancy from a nationwide consumer reporting agency indicating the address given by the consumer reporting agency indicating the address given by the consumer differs from the address contained in the consumer report.
- (b) The County will reasonably confirm that an address is accurate by any of the following means:
 - i. Verification of the address with the consumer;
 - ii. Review of the utility's records;
 - iii. Verification of the address through third-party sources; or
 - iv. Other reasonable means.
- (c) If an accurate address is confirmed, the County will furnish the consumer's address to the nationwide consumer reporting agency from which it received the notice of address discrepancy if;
 - i. The County establishes a continuing relationship with the consumer; and
 - ii. The County regularly and in the ordinary course of business, furnishes information to the consumer reporting agency.

7. ADMINISTRATIVE PROCEDURES: NONE

8. CONTROLLER/ADMINISTRATOR/LEGAL COUNSEL REVIEW: The Controller/Administrator has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. The County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Tuscola County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

Tuscola County Controller/Administrator

Tuscola County Civil Counsel

ADOPTED: _____, 2010



Mike Hoagland

From: Margie White-Cormier [white-cormier@tuscolacounty.org]
Sent: Tuesday, February 09, 2010 3:34 PM
To: MHoagland@TuscolaCounty.org
Cc: 'Jerry Peterson'
Subject: ImageSoft/Data Workflow System

Mike,

It has recently come to my attention that funds were not allocated to the County Clerk's 2010 budget for any ongoing needs, maintenance, etc. associated with the ImageSoft/Data Workflow system. I am requesting \$7000 be budgeted for this purpose.

Thank-you!

Margie

Margie White-Cormier
Tuscola County Clerk
440 N. State St.
Caro, MI 48723
989.672.3780
989.672.4266 fax
989.205.9739 cell



BRAUN KENDRICK FINKBEINER P.L.C.

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C. PATRICK KALTENBACH
DAVID L. TURNER
KENNETH W. KABLE
E. LOUIS OGNISANTI
WILLIAM J. EWALD
BRUCE L. DALRYMPLE
ROBERT A. KENDRICK
CHARLES A. GILFEATHER
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FAX: (989) 775-3764 FAX: (989) 631-9880

February 9, 2010

Mr. Thomas Bardwell
Tuscola County Board of Commissioners
207 E. Grant St.
Caro, MI 48723

Dear Mr. Bardwell:

We are pleased to be selected as the law firm to perform your future labor/employment law work. To help ensure complete understanding between us, this letter will briefly summarize the basis upon which we render future legal services.

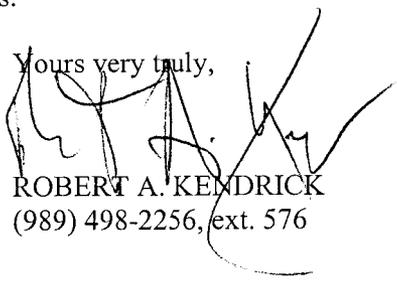
Our Firm's hourly rate for labor/employment legal services to Tuscola County will be \$150.00 per hour for members, \$130.00 per hour for associates and \$75.00 per hour for legal assistants. Any modification of the above rates must be made through your approval. Our monthly statements to you will reflect the rates in effect at the time the service was performed. Time spent on travel will be charged at the hourly rate. In addition, mileage will be charged at the IRS approved rate and we also expect reimbursement for expenses advanced.

You at all times have the right to terminate our services upon written notice to that effect. We at all times have the right to terminate our services upon written notice to that effect.

At the conclusion of any matter, your file(s) will be prepared for storage at a secure location for a minimum of five (5) years.

If you have any questions regarding the above, please contact me. In absence of hearing from you, your continued use of our firm for the provision of the above legal services will confirm your acceptance of the provisions of this letter.

We understand that Tuscola County has great fiscal and other challenges in the upcoming years. I can assure you that our law firm is up to those challenges and that our sincere hope is that we have begun a relationship that will last for many years.

Yours very truly,

ROBERT A. KENDRICK
(989) 498-2256, ext. 576

RAK/maf
c: Mr. Michael Hoagland

Brenda J. Ryan
4265 Beach St.
Akron, MI 48701

January 22, 2010

Re: Application for Tuscola Behavioral Health Systems Board

Margie White-Cormier
Tuscola County Clerk
440 N. State St.
Caro, MI 48723

Dear Ms. White-Cormier:

I am applying to the Tuscola Behavioral Health Systems Board as per the notice in the Tuscola Advertiser.

I recently spoke with Mike Head, Director of Mental Health & Substance Abuse Administrator in Lansing at my daughters peer graduation. He told me I should be on this board. I have been an active part in my daughters treatment and recovery for the past 10 years. Being there through the tough days and now seeing the much better days I feel my "lessons" are something that could be of great help to others.

You will find my resume enclosed with the hopes you would consider me for this position. Thank you for your time and consideration of this svery important position. You may contact me at (989) 691-5300 home or (989) 691-5200 work.

Sincerely,

Brenda J. Ryan
Brenda J. Ryan

Enc.

copy -> BOC 2/1/10

Brenda Ryan

4265 Beach Street Akron, MI 48701 ♦ 989-691-5300 ♦ brendaj_ryan@yahoo.com

Professional Experience

1984-Present Owner, Manager, Busy "B" Flowerland Akron, MI

Management duties - 25 years of running a successful business. Greeting customers and sales persons, taking phone and in person orders, completing and delivering the order, billing, banking, accounting, ordering supplies, cleaning & processing flowers and plants, and setting up attractive displays

2003-Present Council Member/Trustee, Village of Akron Akron, MI

Attended all regular and special meetings, applied for and was approved a \$22,000 village grant to revitalize local business exteriors. Set up a yearly village Clean-Up to help elderly and unable persons tidy up their yards and residences

1982-1987 Owner, Co-Manager R&R Quick Stop Akron, MI

Management duties - 17 years of running a very busy convenience store with a large line of homemade Pizza, Subs, etc. Set up work schedules for 7-8 employees, banking, greeted customers and sales persons, took phone and in person orders, completed the orders, ordered to-go food supplies and grocery items, did food prep work, and stocked coolers and freezers

1980-1983 Accounting Clerk, Receptionist, Super Food Services Bridgeport, MI

Cost Accounting Department- set pricing, processed incoming invoices, verified quantities shipped, and completed damage claims for all the IGA Stores in the state of Michigan. Front Desk Receptionist- greeted sales persons, answered and directed 6 line phone system to the proper department

1979-1983 Decorating Consultant, Home Interiors & Gifts

Home based decorating business. Set up displays, processed orders, collected payments, delivered merchandise and completed all accounting

1976-1980 Secretary, Tuscola County Courthouse Caro, MI

- Prosecuting Attorneys Office- set up the child support division, greeted parents, processed and filed paperwork, answered phones, helped in the criminal division when needed
- Register of Deeds Office- answered phones, greeted people, typed and registered new personal item claims (vehicles, etc) released them when notified of final payment, registered deeds, mortgages, made copies, microfilmed, and returned originals
- 4-H Office- answered phones, greeted people, registered all 4-H children and leaders for the county fair, accounting, banking. Helped in the Extension office when needed.

Education

Graduate of Akron Fairgrove High School - Emphasis in Business and Secretarial
Legal Secretary Major at Delta College - 4 credits from Associates Degree

APPOINTMENT APPLICATION FOR TUSCOLA COUNTY
BOARDS AND COMMISSIONS

Rec'd
1/19/10

Name Brad Glassford Home Phone 989 670 7885

Address 1002 Turner Dr. #2 Bus. Phone _____

City/State/Zip Caro, ME 48723-1121

Occupation _____

Employer _____

EDUCATION:

High School Caro Years Completed 9th thru 12th Graduated: '02

College _____ Degree _____

Community Involvement Was V.P. then President of T.P.P. Board of Directors (May '07 - Aug. '08). President of Community People Helping People (Non-profit, 2007-09). Former Member Continuum of Care

Additional info on back

NAME OF BOARD OR COMMISSION DESIRED:

1st Choice Tuscola Behavioral Health Systems

2nd Choice _____

Why do you wish to serve? Because of my experience in helping those are mentally & developmentally challenged/Physical too such as myself. I would try to make a difference best as I can
(Additional information may be written on the back or included on a separate attachment)

Signature Brad Glassford Date 1/15/10

→ Rec 1/20/10

(J)



Tuscola County Road Commission
 1733 Mertz
 Caro, MI 48723
 Phone 989 673-2128
 Fax 989 673-3294

February 8, 2010

Tuscola County Board of Commissioners
 c/o: Mike Hoagland, Administrator
 207 E. Grant St.
 Caro, MI 48723

Michigan State Police – Caro Post
 attn: Douglas Lautner, Post Commander
 1485 Cleaver Rd.
 Caro, MI 48723

Tuscola County Sheriff's Department
 attn: Lee Teschendorf, Sheriff
 420 Court St.
 Caro, MI 48723

Michigan Department of Natural Resources
 attn: Ronald Utt, Law Enforcement Division
 3580 State Park Dr.
 Bay City, MI 48706

Tuscola County Prosecuting Attorney's Office
 attn: Mark Reene, Prosecuting Attorney
 440 N. State St.
 Caro, MI 48723

All City/Village/Twp. Police Departments
 attn: Chief of Police

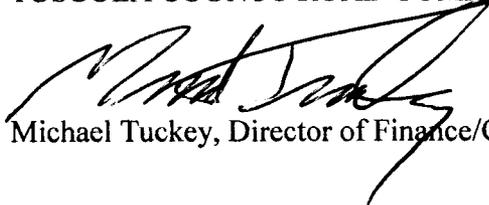
SUBJECT: MCL 324.82119 – Operation of Snowmobiles

Dear Public Official:

Enclosed please find an excerpt from the January 21, 2010 regular meeting of the Board in which the Tuscola County Road Commission endorses state statute 324.82119 of the Michigan Compiled Law regarding the operation of snowmobiles. If you should have any questions or need additional information, please contact me.

Sincerely,

TUSCOLA COUNTY ROAD COMMISSION



Michael Tuckey, Director of Finance/Clerk of the Board



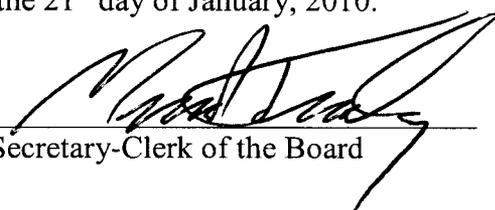
Tuscola County Road Commission
1733 Mertz
Caro, MI 48723
Phone 989 673-2128
Fax 989 673-3294

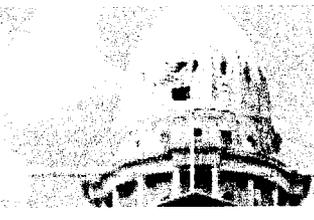
Management and the Board further discussed the use of snowmobiles on the county road system previously discussed at the last regular meeting of the Board. Management reported the policies followed by neighboring counties and presented the Board with a legal opinion from Road Commission Attorney Schrope. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission endorses state statute 324.82119 of the Michigan Compiled Law in regards to the operation of snowmobiles. Zwerk, Parsell, Laurie --- Carried.

I hereby certify that the foregoing is a true and correct copy of a motion made and adopted at a regular meeting of the Board held on the 21st day of January, 2010.

Signed:


Secretary-Clerk of the Board



MICHIGAN LEGISLATURE
 95th Legislature Regular Session
 Michigan Compiled Laws Complete Through PA 242
 of 2009
 House: Adjourned until Tuesday, January 26, 2010
 1:30:00 PM
 Senate: Adjourned until Tuesday, January 26, 2010
 10:00:00 AM

[Home](#)
[Register](#)
[Why Register?](#)
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[New!](#)
[Help](#)

Navigation

← Documents →

MCL Chapter Index

Chapter 324

Act 451 of 1994

451-1994-III

451-1994-III-4

451-1994-III-4-6

451-1994-III-4-6-SNOWMOBILES

451-1994-III-4-6-SNOWMOBILES-821

Section 324.82119

Search Results

← List Results →

Legislature

Bills

Calendars

Committee Bill Records

Committee Meetings

Concurrent Resolutions

Initiatives

Joint Resolutions

Journals

Legislators

Public Acts (Signed Bills)

Resolutions

Session Schedules

Basic Legislative Search

Adv Legislative Search

Laws

Often Req Laws

Req Repealed Acts

Basic MCL Search

Advanced MCL Search

Public Act MCL Search

Constitution Search

Chapter Index

Executive Orders

Historical Documents

MCL Tables

Section 324.82119

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NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (EXCERPT) Act 451 of 1994

324.82119 Operation of snowmobiles prohibited; exceptions; permanent prohibition; requirements; rules.

Sec. 82119.

(1) A person shall not operate a snowmobile upon a public highway, land used as an airport or street, or on a public or private parking lot not specifically designated for the use of snowmobiles except under the following conditions and circumstances:

(a) Subject to subsection (2), a snowmobile may be operated on the right-of-way of a public highway, except a limited access highway, if it is operated at the extreme right of the open portion of the right-of-way and with the flow of traffic on the highway. However, a snowmobile may be operated on the right-of-way of a public highway against the flow of traffic if the right-of-way is a snowmobile trail that is designated by the department in the plan developed pursuant to section 82106(2) and that is approved by the state transportation department. Snowmobiles operated on the right-of-way of a public highway, as provided in this subdivision, shall travel single file and shall not be operated abreast except when overtaking and passing another snowmobile. In the absence of a posted snowmobile speed limit, a snowmobile operated on the right-of-way of a public highway, as provided in this subdivision, shall not exceed the speed limit posted on the public highway.

(b) Subject to subsection (2), a snowmobile may be operated on the right-of-way of a limited access public highway if it is operated on a snowmobile trail that is designated by the department in the plan developed pursuant to section 82106(2) and that is approved by the state transportation department. A snowmobile shall only be operated on that right-of-way in the

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[Syndication](#)

[Bill Updates](#)

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[mcl 324 82119](#)
[mcl 462 273](#)
[mcl 224 21](#)

manner provided in that plan. In addition, a snowmobile operated on the right-of-way of a public highway, as provided in this subdivision, shall travel single file and shall not be operated abreast except when overtaking and passing another snowmobile. In the absence of a posted snowmobile speed limit, a snowmobile operated on the right-of-way of a public highway, as provided in this subdivision, shall not exceed the speed limit posted on the public highway.

(c) A snowmobile may be operated on the roadway or shoulder when necessary to cross a bridge or culvert if the snowmobile is brought to a complete stop before entering onto the roadway or shoulder and the driver yields the right-of-way to an approaching vehicle on the highway.

(d) In a court action in this state where competent evidence demonstrates that a vehicle that is permitted to be operated on a highway pursuant to the Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923, collided with a snowmobile on a roadway, the driver of the snowmobile involved in the collision shall be considered prima facie negligent.

(e) A snowmobile may be operated across a public highway other than a limited access highway, at right angles to the highway, for the purpose of getting from 1 area to another when the operation can be done in safety and another vehicle is not crossing the highway at the same time in the same general area. An operator shall bring his or her snowmobile to a complete stop before proceeding across the public highway and shall yield the right-of-way to all oncoming traffic.

(f) Snowmobiles may be operated on a highway in a county road system that is not normally snowplowed for vehicular traffic and on the plowed right-of-way or shoulder when no right-of-way exists on a snowplowed highway in the county road system, outside the corporate limits of a city or village, that is designated and marked for snowmobile use by the county road commission having jurisdiction. Upon the request of a county road commission that has designated all county roads outside the corporate limits of a city or village for snowmobile use, the state transportation department shall erect at county road commission expense and shall maintain, in accordance with the Michigan manual of uniform traffic control devices standards, the basic snowmobile sign unit together with a supplemental panel stating "permitted on right-of-way or shoulder of all (county name) roads — MCL 324.82119" at the county line on all state trunk line highways and county roads. A sign erected before the effective date of the 2005 amendatory act that amended this section may cite 1968 PA 74 instead of citing this section.

(g) A law enforcement officer of a local unit of government or the state may authorize use of a snowmobile on a public highway or street within his or her jurisdiction when an emergency occurs and conventional motor vehicles cannot be used for

transportation due to snow or other extreme highway conditions.

(h) A snowmobile may be operated on a highway or street for a special event of limited duration conducted according to a prearranged schedule only under permit from the governmental unit having jurisdiction. The event may be conducted on the frozen surface of public waters only under permit from the department.

(i) A city or village by ordinance may designate 1 or more specific public highways or streets within its jurisdiction as egress and ingress routes for the use of snowmobiles. A city or village acting under the authority of this subdivision shall erect and maintain, in accordance with the Michigan manual of uniform traffic control devices standards, a sign unit giving proper notice of the designation.

(2) The state transportation department and the department of natural resources may permanently prohibit snowmobile use as described in subsection (1)(a) or (b) in a highway right-of-way if, within 10 years after the effective date of the amendatory act that added this subsection, all of the following requirements are met:

(a) The right-of-way is designated in a closure plan developed by the state transportation department and the department of natural resources and approved by the state transportation commission and the commission of natural resources.

(b) The state transportation department and the department of natural resources have held a public hearing on the proposed prohibition in the county where the prohibition is to apply. The state transportation department and the department of natural resources shall give notice of the hearing by publication in a newspaper of general circulation in the county not more than 21 or less than 7 days before the hearing.

(c) The state transportation department and the department have consulted on the proposed prohibition with the snowmobile advisory committee created under section 82102a.

(d) Snowmobile use in that right-of-way poses a particular and demonstrable threat to public safety.

(e) The department has designated and, if required under subsection (1)(a) or (b), the state transportation department has approved an alternative snowmobile trail that meets all of the following requirements:

(i) Is open for use and functional during snowmobile season.

(ii) Bypasses the highway right-of-way on which snowmobile use is to be prohibited.

(iii) Provides access to any qualified business that, when the alternative snowmobile trail is designated, is located along the highway right-of-way on which snowmobile use is to be prohibited. As used in this subparagraph, "qualified business" means a gas station, restaurant, hotel, motel, convenience store, or grocery store or any other business that relies on snowmobile-based commerce.

(3) The state transportation department and the department of natural resources may promulgate rules to implement subsections (1)(b) and (2).

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995 ;-- Am. 2005, Act 307, Imd. Eff. Dec. 27, 2005

Popular Name: Act 451

Popular Name: NREPA

Popular Name: Snowmobiles

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(K)

Act No. 175
Public Acts of 2009
Approved by the Governor
December 15, 2009
Filed with the Secretary of State
December 15, 2009
EFFECTIVE DATE: December 15, 2009

**STATE OF MICHIGAN
95TH LEGISLATURE
REGULAR SESSION OF 2009**

Introduced by Reps. Espinoza, Sheltroun and Terry Brown

ENROLLED HOUSE BILL No. 4507

AN ACT to amend 1994 PA 451, entitled "An act to protect the environment and natural resources of the state; to codify, revise, consolidate, and classify laws relating to the environment and natural resources of the state; to regulate the discharge of certain substances into the environment; to regulate the use of certain lands, waters, and other natural resources of the state; to prescribe the powers and duties of certain state and local agencies and officials; to provide for certain charges, fees, assessments, and donations; to provide certain appropriations; to prescribe penalties and provide remedies; and to repeal acts and parts of acts." by amending section 81131 (MCL 324.81131), as amended by 2008 PA 240.

The People of the State of Michigan enact:

Sec. 81131. (1) A municipality may pass an ordinance allowing a permanently disabled person to operate an ORV in that municipality.

(2) Subject to subsections (4) and (7), the county board of commissioners of an eligible county may adopt an ordinance authorizing the operation of ORVs on the maintained portion of 1 or more roads located within the county. Not less than 45 days before a public hearing on the ordinance, the county clerk shall send notice of the public hearing, by certified mail, to the county road commission and, if state forestland is located within the county, to the department.

(3) Subject to subsections (4) and (7), beginning July 17, 2009, the township board of a township located in an eligible county may adopt an ordinance authorizing the operation of ORVs on the maintained portion of 1 or more roads located within the township. Not less than 28 days before a public hearing on the ordinance, the township clerk shall send notice of the public hearing, by certified mail, to the county road commission and, if state forestland is located within the township, to the department.

(4) The board of county road commissioners may close a road to the operation of ORVs under subsection (2) or (3) to protect the environment or if the operation of ORVs under subsection (2) or (3) poses a particular and demonstrable threat to public safety. A county road commission shall not under this subsection close more than 30% of the linear miles of roads located within the county to the operation of ORVs under subsection (2) or (3). The township board of a township located in an eligible county may adopt an ordinance to close a road to the operation of ORVs under subsection (2).

(5) Subject to subsection (7), the legislative body of a municipality located in an eligible county may adopt an ordinance authorizing the operation of ORVs on the maintained portion of 1 or more streets within the municipality.

(6) Subject to subsections (4) and (7), if a local unit of government adopts an ordinance pursuant to subsection (2), (3), or (5), a person may operate an ORV with the flow of traffic on the far right of the maintained portion of the road or street covered by the ordinance. A person shall not operate an ORV pursuant to subsection (2), (3), or (5) at a speed greater than 25 miles per hour or a lower posted ORV speed limit or in a manner that interferes with traffic on the road or street. Unless the person possesses a license as defined in section 25 of the Michigan vehicle code, 1949 PA 300, MCL 257.25, a person shall not operate an ORV pursuant to subsection (2), (3), or (5) if the ORV is registered as a motor vehicle under chapter II of the Michigan vehicle code, 1949 PA 300, MCL 257.201 to 257.259, and either is more than 60 inches wide or has 3 wheels. ORVs operated pursuant to subsection (2), (3), or (5) shall travel single file, except that an ORV may travel abreast of another ORV when it is overtaking and passing, or being overtaken and passed by, another ORV.

(7) Subsections (2) to (6) and an ordinance adopted under subsection (2), (3), or (5) do not apply after July 16, 2013.

(8) In addition to any applicable requirement of section 81133(c), a person shall not operate an ORV pursuant to this section when visibility is substantially reduced due to weather conditions without displaying a lighted headlight and lighted taillight. Beginning January 1, 2010, a person shall not operate an ORV pursuant to this section without displaying a lighted headlight and lighted taillight.

(9) A person under 18 years of age shall not operate an ORV pursuant to this section unless the person is in possession of a valid driver license or under the direct supervision of a parent or guardian and the person has in his or her immediate possession an ORV safety certificate issued pursuant to this part or a comparable ORV safety certificate issued under the authority of another state or a province of Canada. A person under 12 years of age shall not operate an ORV pursuant to this section. The requirements of this subsection are in addition to any applicable requirements of section 81129.

(10) A township that has authorized the operation of ORVs on a road under subsection (3) does not have a duty to maintain the road in a condition reasonably safe and convenient for the operation of ORVs. A board of county road commissioners, a county board of commissioners, or a municipality does not have a duty to maintain a road or street under its jurisdiction in a condition reasonably safe and convenient for the operation of ORVs, except the following ORVs:

- (a) ORVs registered as motor vehicles as provided in the code.
- (b) ORVs permitted by an ordinance as provided in subsection (1).

(11) Beginning October 19, 1993, a board of county road commissioners, a county board of commissioners, and a county are, and, beginning on April 25, 1995, a municipality is, immune from tort liability for injuries or damages sustained by any person arising in any way out of the operation or use of an ORV on maintained or unmaintained roads, streets, shoulders, and rights-of-way over which the board of county road commissioners, the county board of commissioners, or the municipality has jurisdiction. The immunity provided by this subsection does not apply to actions that constitute gross negligence. As used in this subsection, "gross negligence" means conduct so reckless as to demonstrate a substantial lack of concern for whether an injury results.

(12) In a court action in this state, if competent evidence demonstrates that a vehicle that is permitted to operate on a road or street pursuant to the code was in a collision with an ORV required to be operated on the far right of the maintained portion of a road or street pursuant to an ordinance adopted under subsection (2), (3), or (5), the operator of the ORV shall be considered prima facie negligent.

(13) A violation of an ordinance described in this section is a municipal civil infraction. The ordinance may provide for a maximum fine of not more than \$500.00 for a violation of the ordinance. In addition, the court shall order the defendant to pay the cost of repairing any damage to the environment, a road or street, or public property damaged as a result of the violation.

(14) The treasurer of the local unit of government shall deposit fines collected by that local unit of government under section 8379 of the revised judicature act of 1961, 1961 PA 236, MCL 600.8379, and subsection (13) and damages collected under subsection (13) into a fund to be designated as the "ORV fund". The legislative body of the local unit of government shall appropriate revenue in the ORV fund as follows:

- (a) Fifty percent to the county sheriff or police department responsible for law enforcement in the local unit of government for ORV enforcement and training.
- (b) Fifty percent to the board of county road commissioners or, in the case of a city or village, to the department responsible for street maintenance in the city or village, for repairing damage to roads or streets and the environment that may have been caused by ORVs and for posting signs indicating ORV speed limits or indicating whether roads or streets are open or closed to the operation of ORVs under this section.

(15) As used in this section:

(a) "Eligible county" means any of the following:

(i) Mason, Lake, Osceola, Clare, Gladwin, Arenac, or Bay county or a county lying north thereof, including all of the counties of the Upper Peninsula.

(ii) Huron, Tuscola, Sanilac, Saginaw, Gratiot, Montcalm, or St. Clair county.

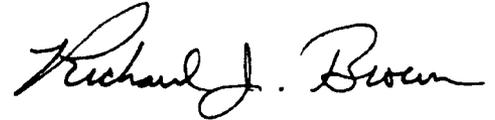
(b) "Local unit of government" means a county, township, or municipality.

(c) "Municipality" means a city or village.

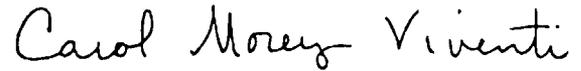
(d) "Road" means a county primary road or county local road as described in section 5 of 1951 PA 51, MCL 247.655.

(e) "Street" means a city or village major street or city or village local street as described in section 9 of 1951 PA 51, MCL 247.659.

This act is ordered to take immediate effect.



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Clerk of the House of Representatives



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Secretary of the Senate

Approved.....

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Governor