

DRAFT - Agenda
Tuscola County Board of Commissioners
Committee of the Whole
Thursday, May 13, 2010 – 8:00 A.M.
Annex Board Room (207 E. Grant Caro, Mi.)

Finance

Committee Leaders-Commissioner Peterson and Bardwell

Primary Finance Items

1. **Treasurer and Equalization BS&A Software (See A)**
2. **April 2010 Financial Reports**
3. **Projecting 2011 Property Tax Revenue**
4. **Inmate Health Services (See B)**
5. **Emergency Services (See C)**
6. **CGI Communications County On-Line Video Project**
7. **Road Patrol Budget Amendment (See D)**

Secondary/On-Going Finance Items

1. Treasurer Bank Statement Reconciliation
2. Jail Diversion Program
3. Northstar Bank Court Related Payment Methods
4. Development of Financial Guidelines for Labor Negotiations
5. Discussion of Tether Program Potentials – Potential Use of Grant Funds
6. MGT and Maximus County-Wide Cost Allocation Plan RFP
7. Schedule Behavioral Health Audit Presentation

Personnel

Committee Leader-Commissioners Peterson and Roggenbuck

Primary Personnel Items

1. **Potential Buyout of Employee to Retire from Circuit/Family Court (See E)**
2. **MERS Bridged Benefits Valuation**
3. **Grant Writing Assistance**

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. Vacant Position on Soldiers and Sailors Relief Commission

Building and Grounds

Committee Leader-Commissioners Petzold and Kern

Primary Building and Grounds Items

- 1. Airport Zoning**
- 2. Niland Building**
- 3. Office Space Planning**
- 4. Vanderbilt Park**

Secondary/On-Going Building and Grounds Items

1. Development of Draft Specifications for County Office Space Needs

Correspondence/Other Business as Necessary

1. Great Lakes Restoration Initiative Grant Submittal
2. RBOG Grant Application
3. RBEG Grant Application
4. Emergency Services Training Exercise – June 15, 2010
5. Other County Resolutions

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)

BSA Tax Administration and Equalization Software Proposal

5/11/2010

Software

Equalization	\$7,995
County Tax	\$8,795
Delq County Tax	\$15,195

Total Software **\$31,985**

Data Conversion

Equalization	\$10,695
County Tax	\$12,000
Delq County Tax	\$12,000

Total Conversion **\$34,695**

Installation/PM/Training

Installation	\$1,400
Training	\$7,000

Total Install/Training **\$8,400**

Total Software **\$75,080** (installment purchase to be spread over 5 years)

Annual Support	2011	2012	2013	2014	2015	2016
Equalization	\$0	\$3,000	\$3,000	\$3,180	\$3,275	\$3,370
County Tax	\$0	\$2,200	\$2,200	\$2,330	\$2,400	\$2,470
Delq County Tax	\$0	\$3,800	\$3,800	\$4,030	\$4,150	\$4,275
Total Annual Support	\$0	\$9,000	\$9,000	\$9,540	\$9,825	\$10,115

	Year					
	2011	2012	2013	2014	2015	2016
BSA Software Installment Purchase	\$15,016	\$15,016	\$15,016	\$15,016	\$15,016	\$0
BSA Annual Support	\$0	\$9,000	\$9,000	\$9,540	\$9,825	\$10,115
BSA Total Annual Cost	\$15,016	\$24,016	\$24,016	\$24,556	\$24,841	\$10,115
RIA Current Annual Support Cost	\$27,937	\$27,937	\$27,937	\$27,937	\$27,937	\$27,937
Annual Savings with BSA	\$12,921	\$3,921	\$3,921	\$3,381	\$3,096	\$17,822

Savings with BSA over 6 years **\$45,062**

Timeline for Implementation of BSA Programs

June 29- July 7th All Programs installed at Tuscola County
July 2010 all TA master data imported to BSA, balanced against 2010 reports---everything has to balance---
import sales up to July into BSA
Do 2010 equalization work in BS&A and run sales studies also from RIA as a check
Aug of 2010 start making all name, address, descr, changes in BS&A, export and import to TA--this way both systems will be up to date
Prep 2010 taxes in BSA also----as check and learning process to go live for 2011
Jan 2011 all assessing and equalization done in BSA
March-April 2011 all settlement of 2010 taxes done in RIA
May 2011 Delinquent Tax converted to BSA
from May 2011 all 2011 taxes done in BSA



BS&A SOFTWARE
 14965 ABBEY LANE
 BATH, MI 48808
 PHONE: 517-641-8900
 FAX: 517-641-8960
www.bsasoftware.com

**PROPOSAL TO:
 TUSCOLA COUNTY**

EQUALIZER PROPERTY BASED SYSTEMS

Price quoted based on approximate SEV of \$1.9 Billion.

Please Note: To efficiently run these applications the Hardware requirements have increased. Please review our required specifications prior to ordering these applications.

EQUALIZATION SYSTEM

Network User Version

Includes one year of additional features and telephone support **\$14,995**

Less amount already paid for Appraisal module -\$5,000

EQUALIZER COUNTY TAX SYSTEM

Network User Version

Includes one year of additional features and telephone support **\$10,995**

EQUALIZER DELINQUENT COUNTY TAX SYSTEM

Network User Version

Includes one year of additional features and telephone support **\$18,995**

Data Conversions:

The below amounts are rough estimates at this time since data has not been reviewed, and conversations regarding what is expected to be converted has not occurred.

Equalization Conversion (Estimated Fee on 35,650 parcels) \$10,695

(Estimated Fee – Not to exceed .30 cents per parcel – Firm quote can be supplied after data is reviewed by BS&A). This fee is for a basic Master file and Sale File conversion from ‘Resource.’
If other files require conversion, Appraisal data, etc) a quote can be provided.

Delinquent County Tax \$12,000

(Estimated Fee – Not to exceed this amount)

County Tax History Conversion (3 years summary tax history) \$0

This fee is included in the below ‘Full data conversion.’

What the History Only Conversion Includes:

This includes multiple years of summary data including: PRE%, Taxable Value, Assessed Value, School District, Property Class, Taxes Billed & Paid, Detailed Billing and Payments by Taxing Authority, Balance to Pay, Receipt Number. Each of these fields is stored in a History File that allows you to view the data

Prices good for a period of 120 days from date on proposal.



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quickly and efficiently. This data, however, is not stored in the main database fields and thus is not retrievable by normal system reporting methods. Thus, tax rolls, settlement reports, DS 4410 reports will not run using data from the history files.

County Tax Conversion (3 years of "Full data") **\$12,000**

What the Full Database Conversion Includes:

All of the above fields with each year stored in a separate database. Because the data is stored in a separate tax database, all existing reports can be run when a full database conversion is performed. This includes tax rolls, settlement reports, DS 4410 reports, etc.

Programs Installation/Program Training

Est. 10 days @ \$700/day (All expenses included- billed for actual days used) **\$7,000**

Project Management/ Implementation

Est. 2 days @ \$700/day **\$1,400**

* Note: Client has option to pay for programs over multiple budget years if desired.

Total Fee – including all conversions (before Multi-App discount)	\$83,080
Less 20% on Program prices if all apps are purchased	-\$8,000
Total Fee after discounts	\$75,080

ANNUAL SERVICE AND SUPPORT

The first year is free, which includes new features and unlimited telephone support for the Equalizer Systems. Service and support for years 2 and 3 will be as follows, billed annually:

Equalization System	\$3,000
County Tax System	\$2,200
Delinquent Tax System	\$3,800
Total:	\$9,000

BS&A Software, Inc. guarantees that the annual fee will not change for 3 years from the date of the executed Service Agreement issued upon purchase of the system(s). After 3 years from the purchase date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI.

Quoted by: Ted L Droste, **February 22, 2010**

Accepted by: _____, **Date:** _____

Signature above constitutes an order for products & services as quoted in this proposal and that you have read and concur with the hardware requirements.

Prices good for a period of 120 days from date on proposal.



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BATH, MI 48808
PHONE: 517-641-8900
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LICENSING AGREEMENT FOR THE
**EQUALIZATION, COUNTY TAX, DELINQUENT TAX,
DRAIN ASSESSMENT & DRAIN LEDGER
SYSTEMS**
PRODUCTS OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Licensor" and **Tuscola County**, hereinafter referred to as the "Licensee".

WITNESSETH:

Whereas the Licensor is the owner of the copyrighted computerized systems entitled "Equalization/Assessing"; "Equalizer County Tax"; "Delinquent Tax Systems" (the "Programs");

Whereas the Licensee desires to obtain a license from the Licensor for use of the Programs and agrees to operate the Programs pursuant to the guidelines, terms and conditions set forth herein and in the accompanying User's Manuals; and

Whereas the Licensor desires to license the Programs pursuant to the guidelines, terms, and conditions as set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Upon the total payment of **\$31,985** by the Licensee, the Licensor grants a perpetual, non-exclusive license for the use of the Programs to the Licensee subject to the terms set forth herein (the "License"). The total payment encompasses the following applications:

Equalization	\$7,995
County Tax System	\$8,795
Delinquent Tax System	\$15,195

The Licensee is entitled to:

One copy each of the Programs for the Windows® operating system, contained on CD

One electronic copy each of the User's Manual for said Programs as well as one paper copy of the User's Manual.

Prices good for a period of 120 days from date on proposal.

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BATH, MI 48808
PHONE: 517-641-8900
FAX: 517-641-8960
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2. This License is not transferable or assignable by the Licensee without prior written consent of the Licensor. The Licensee will not sublicense, modify, adapt, translate, reverse compile, disassemble or otherwise reverse engineer the Programs, the User's Manuals or any portion thereof without prior written consent of the Licensor.
3. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
4. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
5. It is understood and agreed that if the Licensee defaults in the performance of any of the terms and fails to correct such default within 30 days after receipt of written notice from the Licensor, the Licensor shall have the right to terminate this Agreement and demand return of the Programs, the User's Manuals and all copies thereof. Upon such demand, the Licensee shall immediately stop using the Programs and return them to the Licensor together with all copies thereof and all other materials provided to the Licensee by the Licensor.
6. It is understood and agreed by both parties that the Programs are the property of the Licensor and the Licensor retains all rights therein.
7. The Licensor is responsible to maintain and update the applications to comply with all State Mandated Law changes. These updates may cease 5 years after a new version of the application is released (for example if the program is rewritten in .net)
8. This License is issued only to **Tuscola County** to be used only by the Licensee in support of the program-specific needs of **Tuscola County** of the State of Michigan.
9. The Licensee may make copies and install the Programs on as many computers of the Licensee as the Licensee wishes, provided the Programs are only used to assist with the needs of the Licensee. The Licensee may reproduce the User's Manual as necessary.
10. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
11. The Licensor warrants and represents that the Programs and the User's Manuals are substantially the same as and perform in substantially the same manner as the demonstration version and manual.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE LICENSOR DOES NOT REPRESENT OR WARRANT THAT THIS SOFTWARE WILL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION

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OF THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.

THE LICENSOR'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM BY THE LICENSEE, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE ABSOLUTELY LIMITED TO THE PURCHASE PRICE FOR THE PROGRAM; PROVIDED THAT THE LICENSEE RETURNS THE PROGRAM, USER'S MANUAL AND ALL COPIES THEREOF WITHIN 30 DAYS OF DELIVERY. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE PROGRAM, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR LICENSOR'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

12. This agreement shall become effective on the date the contract is signed by the licensee.
13. The Licensee acknowledges that the Programs, the User's Manuals and other information relating thereto (including all customizations and modifications developed for the Licensee) disclosed to the Licensee pursuant to this Agreement (the "Proprietary Information") are owned by the Licensor and include trade secrets and other confidential and proprietary information of the Licensor, and the Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the Licensor's prior written consent. The obligation with regard to confidentiality hereunder shall not extend to any Proprietary Information which: (i) at the time of disclosure is in the public domain by publication or otherwise, through no fault of the Licensee; (ii) the Licensee can conclusively establish was properly in its possession prior to the time of disclosure to it; (iii) is independently made available to the Licensee by a third party who has not violated a confidential relationship with the Licensor; or (iv) is required to be disclosed by legal process or under applicable law; provided that the Licensee uses reasonable efforts to timely inform the Licensor and permit the Licensor to attempt by appropriate legal means to limit such disclosure. The obligations set forth in this paragraph shall survive termination of the license granted herein.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Licensor and the Licensee agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

Representing Licensor:

Name: _____
 Title: _____
 Date: _____

Representing Licensee:

Name: _____
 Title: _____
 Date: _____
 Tax ID: _____

Prices good for a period of 120 days from date on proposal.



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SUPPORT AGREEMENT FOR THE
EQUALIZATION, COUNTY TAX, DELINQUENT TAX,
DRAIN ASSESSMENT & DRAIN LEDGER
SYSTEMS
PRODUCTS OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and Tuscola County, hereinafter referred to as the "County".

WITNESSETH:

Whereas the Corporation is the owner of the copyrighted computerized systems entitled "Equalization/Assessing"; "Equalizer County Tax System"; "Equalizer Delinquent Tax System" (the "Programs") which have been licensed to the County under a Licensing Agreement; and

Whereas the County and the Corporation desire to enter into this support agreement in connection with the Programs on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

- 1. For a one-year period commencing on the date of complete system acceptance by the County, the Corporation will provide at no charge to the County unlimited Program updates and telephone support during the Corporation's normal business hours.
- 2. Commencing one year from the date of complete system acceptance by the County, program updates and telephone support during BS&A Software's normal business hours shall be available to the County for a total fee of \$9,000. This total fee encompasses the individual support fees of each of the following programs:

Equalization	\$3,000
County Tax System	\$2,200
Delinquent Tax System	\$3,800

The Corporation guarantees that the annual fee will not change for 3 years (1st free, following 2 years at quoted fee) from the date of complete system acceptance by the County. After that date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one-year terms unless either party provides the other with thirty days prior written notice of termination. The Corporation agrees that the County is entitled to a prorated refund of fees paid under this agreement upon termination.

Prices good for a period of 120 days from date on proposal.



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PHONE: 517-641-8900
FAX: 517-641-8960
www.bsasoftware.com

3. This Agreement is not transferable or assignable by the County without prior written consent of the Corporation.
4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the County agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Kalamazoo, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
8. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
9. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Licensor:

Name: _____
Title: _____
Date: _____

Representing Licensee:

Name: _____
Title: _____
Date: _____
Tax ID: _____

Prices good for a period of 120 days from date on proposal.



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Summary of Software & Support Cost for Tuscola County – (5 year total cost)

Software Purchase Cost for County Systems

Equalization (already own appraisal license)	\$7,995
County Tax	\$8,795
Delinquent County Tax	\$15,195

Software Subtotal for County (after multi-application discount):	\$31,985
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Conversion – Convert existing data from Resource to Equalizer Format

(No Fees for Local Unit conversions are included here since it is anticipated that data will be received from the County Conversion)

Equalization	\$10,695
County Tax	\$12,000
Delinquent County Tax	\$12,000

Conversion Subtotal:	\$34,695
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Program Installation/Implementation/Project Management/Training

2 days @ \$700/day	\$1,400
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On-site Training 10 days @ \$700/day	\$7,000
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On-site Subtotal:	\$8,400
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Support Fees:

*5-Year Annual Maintenance & Support Fees – estimated based on Cumulative CPI**

	Year					
	2011	2012	2013	2014	2015	2016
Software/Conversion/Training	\$15,016	\$15,016	\$15,016	\$15,016	\$15,016	\$0
Annual Support	\$0	\$9,000	\$9,000	\$9,540	\$9,825	\$10,115
Total Annual Cost	\$15,016	\$24,016	\$24,016	\$24,556	\$24,841	\$10,115

Prices good for a period of 120 days from date on proposal.



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

05/05/2010

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

I recently sent out requests for pricing regarding inmate health services and only received one response by the return deadline.

Our current provider, Health Professionals, LTD has bid for a renewal at the same price with the same services as they currently provide.

I have contacted them and asked that they forward a contract. I am requesting the county renew the agreement for a period of one year for the Option 1 proposal at a monthly rate of \$ 4,894.71.

A copy of the proposal is attached and I will submit the contract as soon as I receive it.

Sincerely,

Leland Teschendorf, Sheriff



NEWS > LOCAL NEWS

Officials dismiss combining EMS with Tuscola, Sanilac[Print Page](#)

Published: Friday, April 30, 2010 8:27 AM EDT

By Kate Hessling
Tribune Staff Writer

BAD AXE — Huron County commissioners Tuesday approved a motion to postpone any discussions regarding the consolidation of emergency service operations with Tuscola and/or Sanilac counties.

Commissioner Clark Elftman clarified that even though Tuesday's motion addresses both Sanilac and Tuscola counties, the only county that's approached Huron County officials to discuss consolidating emergency service operations is Tuscola County.

Michael R. Hoagland, Tuscola County controller/administrator, sent a letter late last month to Huron and Sanilac county officials to discuss the potentials of cost savings through consolidations of emergency service operations.

"As with most counties in Michigan, Tuscola County is encountering severe financial difficulties," Hoagland's March 26 letter states. "Our three counties have demonstrated the ability to work together and develop effective intergovernmental service agreements that have resulted in financial advantages to all counties."

Some success stories Hoagland's letter cited include joint animal control services between Tuscola and Sanilac, joint equalization services between Tuscola and Huron and joint health department services between Tuscola and Huron.

"Our counties are excellent examples of how intergovernmental service delivery can work to the financial advantage of each county and still provide quality services to our citizens," his letter notes.

The financial problem Tuscola County is encountering centers on the revenue side of the budget primarily caused by declining land values, reductions in state revenue sources and the overall recessionary conditions, according to Hoagland's letter.

"For the 2010 budget, Tuscola County cut multiple positions, reduced appropriations to non-general fund operations, postponed capital improvement/equipment needs and made cuts to many non-mandated services," the letter reads. "Unfortunately, the situation continues to look bleak for 2011 and 2012."

Hoagland's letter states Tuscola County is trying to be proactive with its fellow counties and explore other possible methods of joint service delivery to reduce costs, as it's likely the state's budget will continue to experience problems and counties will suffer as a result of that in future years.

Elftman, who heads the Safety Committee, said even though other county emergency service operations are struggling, Huron County's are not. Therefore, he said, it is the Safety Committee's recommendation to not pursue consolidating those types of services.

Commissioner Ron Wruble said the Finance Committee also looked at this issue, reviewing Tuscola's revenues and expenditures relating to its emergency services operations.

Wruble, who chairs the Finance Committee, said it concurs with the Safety Committee's recommendation to not partake in any discussions relating to combining emergency service operations with another county at this time.



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

To: Clayette Zechmeister
From: Undersheriff Glen Skrent
Ref: Road Patrol Accounts
Date: 5/6/2010

Clayette,

We need to transfer \$1000.00 from the employee training money account 207-303-957-000 to the employee health services account 207-303-835-000. This is due to unexpected and now anticipated expenditures in the health services account.

Thank You,

Glen Skrent

Tuscola County
Sheriff's Office

(E)

STATE OF MICHIGAN

54TH JUDICIAL CIRCUIT AND FAMILY COURTS

COURT ADMINISTRATOR
440 NORTH STATE STREET
CARO, MICHIGAN 48723-1594
Phone: (989) 672-0075 Fax: (989) 672-2169

Honorable Patrick R. Joslyn
Circuit Judge

Mary Lou Burns
Court Administrator/Friend of the Court

May 12, 2010

Commissioner Gerald Peterson
Commissioner Amanda Roggenbuck
Tuscola County Board Personnel Committee
c/o Controller/Administrator

RE: Circuit Court personnel policies

Pursuant to the prior memo dated 03/18/2010, regarding various buyouts for Circuit Court employees, please be advised that the Court has taken no action pending approval by the County Board that the County is willing to fund such buyouts.

It is my understanding that as of last week that the employees involved are willing to retire if the buyouts are approved.

Please accept this writing as a request for a motion to approve the buyouts as proposed by the Court.

Sincerely,



Mary Lou Burns
Court Administrator/FOC

CC: Honorable Patrick R. Joslyn, Circuit Judge
Nancy L. Thane, Deputy FOC

STATE OF MICHIGAN

54TH JUDICIAL CIRCUIT AND FAMILY COURTS

COURT ADMINISTRATOR
440 NORTH STATE STREET
CARO, MICHIGAN 48723-1594
Phone: (989) 672-0075 Fax: (989) 672-2169

Honorable Patrick R. Joslyn
Circuit Judge

Mary Lou Burns
Court Administrator/Friend of the Court

TO: Thom Bardwell, Chairman
Tuscola County Board of Commissioners

FROM: Mary Lou Burns

RE: Employee buyouts

DATE: March 18, 2010

SCENARIO ONE: The Circuit/Family Court has an employee who would reach the age of eligibility to draw MERS pension on or about 07/2010. The current wages and fringes for this position (per Carrie Krampits) are the following :

Wages	\$51,750.54
Sick time payout (based on 2009)	796.16
Short term disability	425.97
Long term disability	284.73
Workmen's comp	282.73
Life Insurance	87.00
FICA	4,019.82
MERS	3,270.63
Health Insurance	13,500.00

Total Annual Wages & Fringes \$74,417.58

This employee MAY be willing to take a buyout to obtain the 20-year status on MERS. In checking with Mari Young, the buyout would be approximately \$13,000 for a full year or \$1,083.33 per month.

If the County Board were willing to offer this employee five (5) months (August through December) buyout to purchase the 20-year MERS benefit (being appx \$5,416.00), the **Courts/County could realize a savings of \$25,582.00** (being \$30,998 or 5 months salary and fringes less \$5,416.00 buyout amount). Further, we could also avoid paying the additional unemployment in the following year of approximately \$6,520.00 for 20 weeks in future years.