

DRAFT – Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, February 24, 2014 - 7:30 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance

Committee Leaders-Commissioners Trisch and Kirkpatrick

Primary Finance

1. **Potential Acquisition of State Property**
2. **Update General Fund Financial Five Year Financial Plan (See A)**
3. **Recap February 20, 2014 Sanilac County Regional Planning**
4. **Mosquito Abatement Millage Renewable Language for May Ballot**
5. **Dog Kennel License and Fees**
6. **Securus Telephone Rate Changes for Prisoner (See B)**
7. **Potential Intergovernmental Agreement for Shared Administrative Health Department Services with Sanilac County**

On-Going Finance

1. Prisoner Medical Costs
2. Next Steps to Five Year Financial Plan Development – Forwarded to County Officials
3. Renewable Energy - New Minimum Requirement?
4. Oil Shale Mining Assessing/Taxation – MAC Involvement
5. Any Changes or Additions to 2013 Accomplishments
6. Changes or Additions to 2014 Issues and Work Program
7. Personnel Property Tax Replacement with Use Tax – Public Vote
8. State Police Lease
9. Potential Re-Use of former Camp Tuscola
10. Periodic Updates on Major Budget Factors
11. Register of Deeds Recording of Wind Project Land Transactions
12. NG911 Multi-County Purchase
13. New Method of Cost Sharing for MREC Legal Invoices – Reese Library
14. Jail Law Suit
15. Managing Jail Bed Space
16. County Web Page and Further Enhancements
17. Digital Parcel Mapping/GIS
18. Indigent Dental Program
19. Unfunded State Mandates
20. Abused, Neglect and Delinquent Child Care Costs
21. Project Lifesaver Bracelet

Personnel

Committee Leader-Commissioners Kirkpatrick and Trisch

Primary Personnel

1. **Process to Replace Retiring Dispatch Director (See C)**
2. **Sheriff Jail Administrator**

3. New Zimco Technology Service Contracts with the County and Sheriff (See D)

On-Going Personnel

1. Recycling Committee Vacancy
2. Reclassification Procedures – New HR to Review
3. Health Insurance Affordable Care Act
4. Draft Court and Non-Union Personnel Policies – Labor Attorney Conducting Review – New HR to Review
5. Hiring of Part-time Replacements for former Full-Time Maintenance Person
6. Region VII Area Agency on Aging Advisory Council Vacancies
7. MAC 6th District Meeting Date and Agenda
8. Claim Filed by Former County Employee

Building and Grounds

Committee Leader-Commissioners Allen and Bierlein

Primary Building and Grounds

1. **Water Line Issues at MSU-Extension**
2. **Akron Sign Issue**
3. **Treasurer Office Security**

On-Going Building and Grounds

1. Cass River Greenway
2. Dead Ash Trees Roadway Problems
3. State Police Post Lease
4. Agricultural Irrigation/Residential Wells
5. 20 Year Maintenance Plan Update
6. Solid Waste Management Plan - EDC

Other Business as Necessary

1. Farm Bureau Lunch 3/17/14
2. Tourism Meeting **(See E)**
3. Hearing Regarding Cass City Act 198 **(See F)**
4. County Innovation Network

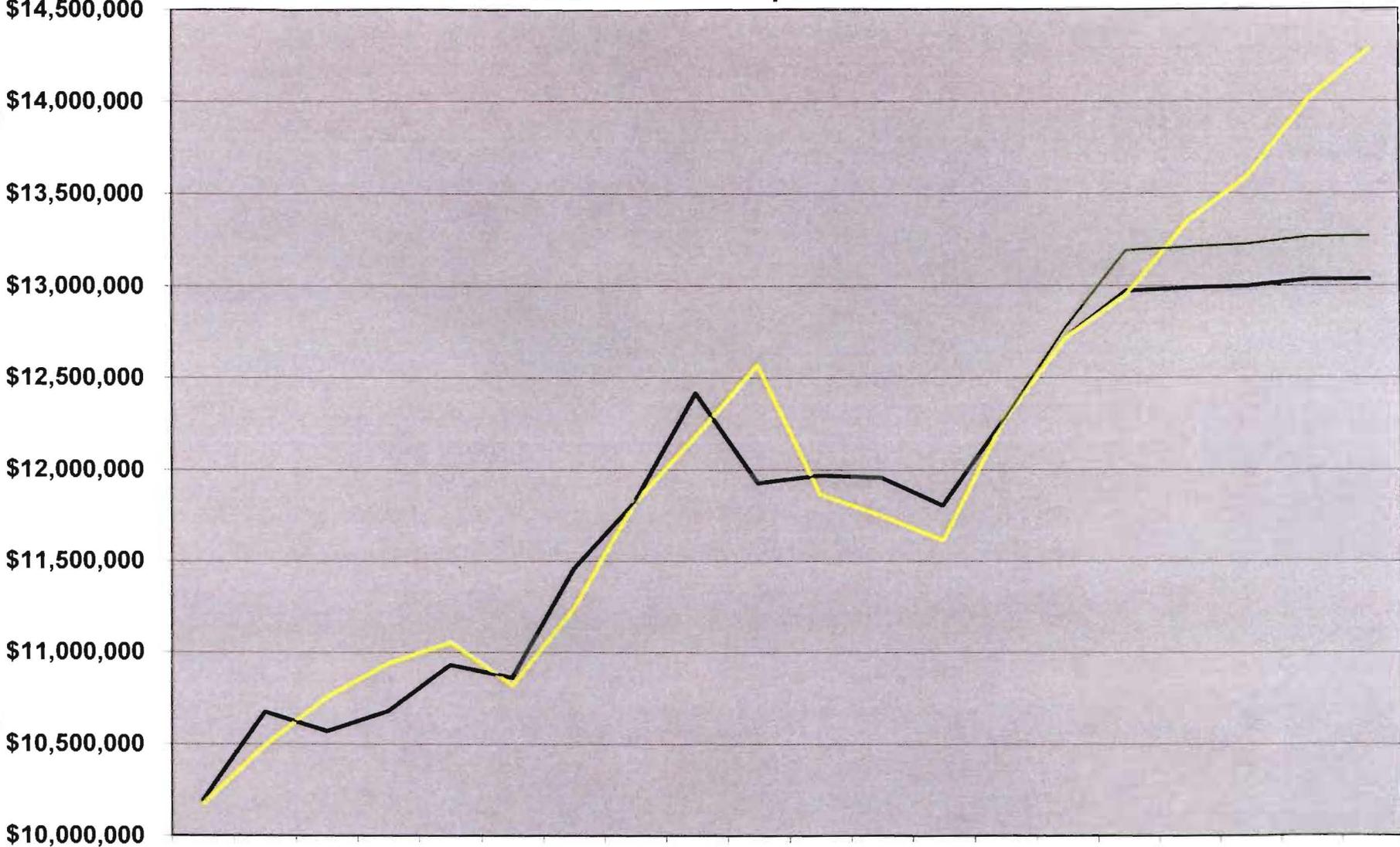
Public Comment Period

Closed Session – If Necessary

Other Business as Necessary

A

TUSCOLA COUNTY General Fund Revenues/Expenditures 2000 to 2019



— Revenues — Expenditures — Revenues with Full State Revenue Sharing

2013 Proj 2014 Proj 2015 Proj 2016 Proj 2017 Proj 2018 Proj 2019 Proj



February 2, 2014

RE: Billing Impacts of FCC Ruling on Interstate Calls

To Our Valued Customers,

In accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services – effective February 11, 2014, the Federal Communications Commission (FCC) has mandated new rate caps on interstate calls for companies that provide telephone services to prison inmates. The FCC's new caps include interstate calls rated at \$0.21 per minute for debit calls and \$0.25 per minute for collect calls. Without limitation, these rates will go into effect without anything required on behalf of our customers. Due to the FCC's Order, Securus no longer will pay site commissions on interstate calls.

This FCC change will go into effect on February 11, 2014. As such, Securus must modify our billing policies as follows:

For Interstate, Traditional Collect and Direct Bill Calling:

- Interstate call rates will be set at \$0.25 per minute

For Interstate, AdvanceConnect and Debit Calling:

- Interstate call rates will be set at \$0.21 per minute

For customer who use Securus SCP Debit:

- Interstate call rates will be set at \$0.21 per minute
- Correctional Facilities' SCP Debit usage invoice will be adjusted to eliminate Facility discount on interstate debit calls beginning on February 11, 2014

Prepaid Calling Cards:

- Beginning February 11, 2014, all Prepaid Calling Card discounts will be reduced by the percent of interstate calling revenue used on prepaid cards over the past 12 months.
 - o Example:
 - Facility Prepaid Calling Card discount (before) = 30%
 - Facility percent of interstate calling revenue = 5%
 - Adjusted Facility Prepaid Calling Card discount = 28.5%

Due to the FCC ruling, Securus will be changing the way in which prepaid cards are invoiced and commissioned. These new changes may include selling cards at face value (vs. net of discount) and subsequently paying commissions on the actual usage, as is typical with other products. These decisions have not been formalized but will begin with additional notice in 2014.

In accordance with Securus' published price list, some fees will continue to apply to interstate calls separate from the new FCC mandated calls rates.



SECURUSSM

TECHNOLOGIES

Securus appreciates your selecting us as your communications provider and your understanding and support in our implementation of these changes required by law. Securus remains committed to providing industry-leading communication and investigative products and services to our customers and will continue to communicate openly regarding changes required due to FCC rulings. If you have questions regarding the impact of these changes, please contact your Account Manager who will be happy to discuss them with you.

**Mike Hoagland**

From: Mike Hoagland [mhoagland@tuscolacounty.org]
Sent: Wednesday, February 19, 2014 3:09 PM
To: Foley Matt (mfoley@mobilemedical.org); Glen Skrent (undersheriff@tuscolacounty.org); Hasso Marvin (akronfirechief@live.com); Kirkpatrick Craig (kirkpatrick_craig@sbcglobal.net); Krugielki Mitch (Krugielkim@michigan.gov); Robert Klenk (Robert Klenk); Tom Bardwell (tbardwell@hillsanddales.com)
Subject: Information Prepared to Hire Dispatch Director
Attachments: Job Posting Director 2014.pdf; director interview questions.xls

Committee Members

1. Attached is the advertisement for the Dispatch Director position. It will appear on the county web site, mlive job search section, Michigan Communication Directors Association, Association of Public Safety Communication Officials and National Emergency Number Association.
2. A first draft of potential questions to ask candidates and a method of scoring is also attached. Please review the draft questions and if you have any additions or revision please let me know by February 25, 2014 so we can make the changes.
3. The deadline to receive resumes is March 7, 2014 at 4:30 P.M. The day after the deadline I will send all the resumes and ask committee members to pick your top 6 candidates. I will then make a list of all chosen candidates and look for those that are common to committee members to schedule for interviews.
4. Interviews will be conducted on March 20, 2014 beginning at 1:00 P.M.

Any questions give me a call. Your service to help fill this important position is appreciated.

Mike

Michael R. Hoagland
Tuscola County/Controller Administrator
125 W. Lincoln
Caro, MI. 48723
989-672-3700
mhoagland@tuscolacounty.org

Job Posting – Tuscola County

Director - Central Dispatch

Tuscola County is accepting applications for a full time Director for Central Dispatch. This is a highly responsible position with the overall responsibility for the management and administration of the 9-1-1 Central Dispatch. The Director is responsible for the day to day communication center operations. Duties include establishes policy, hires, trains, schedules, evaluates, counsels and disciplines personnel. Monitors budget and prepares annual budget, participates in contract negotiations, processes grievances and coordinates and communicates with other law enforcement, fire and EMS agencies.

The desired candidate must have knowledge of communication equipment /computers and computer networks, have good oral, written and personal communication skills, able to make quick and decisive decisions in emergencies and must be able to work well with the public and other agencies. The desired candidate must be thoroughly familiar with NG911 requirements.

Prefer at least three (3) years of managerial or supervisory experience in the operation of an enhance 9-1-1 Communication Center and have an Associate Degree or, specialized training and experience in emergency communications may be substituted.

Benefits: quality health insurance, retirement, disability, sick, holiday and vacation days

Compensation: \$49,372 to \$57,600

Deadline 4:30 p.m. March 7, 2014

Application available at the Tuscola County web site under Employment – Central Dispatch Director

<http://www.tuscolacounty.org>

SERVICE AGREEMENT

This Agreement is entered into between Zimco, Inc., a Michigan corporation, whose principal office is located at 465 N. Franklin, Frankenmuth, MI 48734 ("Zimco"), and Tuscola County, whose principal address is located at 207 E. Grant St. Caro, MI 48723 ("County").

Whereas, County desires to contract with Zimco to provide certain technical and computer related services and equipment as set forth in this Agreement;

Therefore, in consideration of the mutual covenants and warranties set forth in this Agreement, Zimco and County agree as follows:

1. Term.

The effective date of this Agreement shall be _____, 2014, whose term shall automatically renew every year on the effective date unless terminated in accordance with this Agreement.

2. Scope of Work.

Zimco shall provide the following services as requested by County in accordance with the terms of this Agreement:

A. Consultant/Director Work: Zimco will offer advice as to County's acquisition of new computer equipment, the replacement of existing computer equipment and/or updating and maintenance of existing hardware and software. Zimco will manage department staffing/labor/contracted services, monitor existing budgets and develop new budgets where deemed appropriate, and authorize invoice payments. Develop network policies, address board with technology concerns, align network improvements to meet organizational goals and objectives, determine department service requirements by analyzing needs of network users, and research emerging technologies in development of support efforts.

B. Training: Zimco will provide training to County staff on new and existing computer hardware and software. Such training may include group sessions as well as one-on-one training; however, Zimco shall not be required to provide more than 5 training sessions per year. Zimco and County may agree on additional training costs to County to be agreed upon by County and Zimco by separate written agreement.

C. Technical Support: Zimco will install, re-install and maintain computer hardware and software as needed by County and undertake daily scheduled backups of County's server and personal data.

Technology support items in part to include:

- o Infrastructure
- o Update county web page

- Troubleshoot internal client/server network connectivity issues
- Maintain current equipment and make upgrade recommendations as needed
- File Server and network backbone equipment maintenance and troubleshooting
 - PC Repair/Replacement
 - RMA any PCs under warranty.
 - Software
- Configure and install as needed
- Troubleshoot connection issues for client/server based applications

3. Consideration.

County shall pay Zimco

- A. Day to Day Technology Support \$45.00 / Hour
 - Daily Technician (2,000 Hours Estimated)
 - Technology Director (620 Hours Estimated)
- B. Specialized Technology Support \$70.00 / Hour
 - Infrastructure (80 Hours Estimated)

The County's total "Computer Contractual Services" shall not exceed \$121,000.

4. Termination.

Either party may terminate the Agreement with thirty (30) days written notice to the other. County shall remain responsible to Zimco for the payment of all services and materials provided by Zimco prior to termination. Either party may terminate this Agreement upon written notification to the other in the event of a material breach of this Agreement.

5. County's Obligations.

- A. County shall provide a suitable and safe working environment for the performance by Zimco of its services pursuant to this Agreement. Further, County shall provide Zimco with reasonable and prompt access to any of County's facilities. From time to time, it may be necessary for Zimco to leave equipment, accessories or other personal property within County's premises. County shall at all times recognize that such is the property of Zimco and shall not exercise any rights of dominion, control or other action inconsistent with the rights of Zimco as to its property.

6. County's Obligation Regarding Nonsolicitation and Hiring.

County acknowledges that the employee technicians of Zimco possess proprietary knowledge and information pertaining to Zimco. Accordingly, in order to protect the legitimate business interests of Zimco, County agrees not to solicit nor hire, directly or indirectly, any present or former employee of Zimco during the term of this

Agreement and for a period of two (2) years after its termination. County acknowledges that in the event of a breach of this covenant money damages will not be adequate to compensate Zimco and accordingly County agrees that injunctive relief may be obtained by Zimco including but not limited to a restraining order. Further, in the event of County's breach of this covenant, Zimco shall be entitled to all of its costs, including reasonable attorney fees, in responding to the breach , and/or enforcing this covenant.

7. Governing Law.

This Agreement shall be interpreted and governed in accordance with Michigan law. In the event of any claim arising out of this Agreement, such claim shall be brought in the Circuit Court for the County of Saginaw. County consents to this choice of venue as reasonable given Zimco's principal place of business.

8. Entire Agreement and Modification.

This constitutes the entire agreement between the parties concerning the subject matter and supersedes all previous discussions, negotiations or representations. Neither party relies upon any representations by the other than those set forth in this Agreement. This Agreement is intended to be a full and integrated Agreement. There shall be no modification of this Agreement absent a writing by both Parties.

9. Notices.

Any notice required or permitted under this Agreement may be effectuated by personal delivery, e-mail with an acknowledgement by designated intended recipient or by deposit into the U. S. Mail for first class delivery postage prepaid to the party at its address as designated in this Agreement.

10. This Agreement may be assigned by Zimco and shall be binding upon each party's successors or assignees.

Witness:

Zimco, Inc.

By: Dawn Zimmer
Its: President

Witness:

Tuscola County

By: Michael R. Hoagland
Its: Controller/Administrator

SERVICE AGREEMENT

This Agreement is entered into between Zimco, Inc., a Michigan corporation, whose principal office is located at 465 N. Franklin, Frankenmuth, MI 48734 ("Zimco"), and Tuscola County Sheriff's Office, whose principal address is located at 420 Court St. Caro, MI 48723 ("TCSO").

Whereas, TCSO desires to contract with Zimco to provide certain technical and computer related services and equipment as set forth in this Agreement;

Therefore, in consideration of the mutual covenants and warranties set forth in this Agreement, Zimco and TCSO agree as follows:

1. Term.

The effective date of this Agreement shall be _____, 2014, whose term shall automatically renew every year on the effective date unless terminated in accordance with this Agreement.

2. Scope of Work.

Zimco shall provide the following services as requested by TCSO in accordance with the terms of this Agreement:

- A. Consultant/Director Work: Zimco will offer advice as to TCSO's acquisition of new computer equipment, the replacement of existing computer equipment and/or updating and maintenance of existing hardware and software. Zimco will manage department staffing/labor/contracted services, monitor existing budgets and develop new budgets where deemed appropriate, and authorize invoice payments. Develop network policies, address board with technology concerns, align network improvements to meet organizational goals and objectives, determine department service requirements by analyzing needs of network users, and research emerging technologies in development of support efforts. Provide single point of contact for State of Michigan LEIN operations.
- B. Training: Zimco will provide training to TCSO staff on new and existing computer hardware and software. Such training may include group sessions as well as one-on-one training; however, Zimco shall not be required to provide more than 5 training sessions per year. Zimco and TCSO may agree on additional training costs to TCSO to be agreed upon by TCSO and Zimco by separate written agreement.
- C. Technical Support: Zimco will install, re-install and maintain computer hardware and software as needed by TCSO and undertake daily scheduled backups of TCSO's server and personal data.

Technology support items in part to include:

- Update County web page
- Troubleshoot internal client/server software connectivity issues
- Maintain current equipment and make upgrade recommendations as needed
- File Server maintenance and troubleshooting
 - PC Repair/Replacement
 - RMA any PCs under warranty.
 - Software
- Configure and install as needed

3. Consideration.

TCSO shall pay Zimco

- A. Day to Day Technology Support \$45.00 / Hour
 - Daily Technician (1,200 Hours Estimated)
 - Technology Director (150 Hours Estimated)
- B. Specialized Technology Support \$70.00 / Hour
 - Infrastructure (30 Hours Estimated)

TCSO's total "Computer Contractual Services" shall not exceed \$67,000.

4. Termination.

Either party may terminate the Agreement with thirty (30) days written notice to the other. TCSO shall remain responsible to Zimco for the payment of all services and materials provided by Zimco prior to termination. Either party may terminate this Agreement upon written notification to the other in the event of a material breach of this Agreement.

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- A. TCSO shall provide a suitable and safe working environment for the performance by Zimco of its services pursuant to this Agreement. Further, TCSO shall provide Zimco with reasonable and prompt access to any of TCSO's facilities. From time to time, it may be necessary for Zimco to leave equipment, accessories or other personal property within TCSO's premises. TCSO shall at all times recognize that such is the property of Zimco and shall not exercise any rights of dominion, control or other action inconsistent with the rights of Zimco as to its property.

6. TCSO's Obligation Regarding Nonsolicitation and Hiring.

TCSO acknowledges that the employee technicians of Zimco possess proprietary knowledge and information pertaining to Zimco. Accordingly, in

order to protect the legitimate business interests of Zimco, TCSO agrees not to solicit nor hire, directly or indirectly, any present or former employee of Zimco during the term of this Agreement and for a period of two (2) years after its termination. TCSO acknowledges that in the event of a breach of this covenant money damages will not be adequate to compensate Zimco and accordingly TCSO agrees that injunctive relief may be obtained by Zimco including but not limited to a restraining order. Further, in the event of TCSO's breach of this covenant, Zimco shall be entitled to all of its costs, including reasonable attorney fees, in responding to the breach and/or enforcing this covenant.

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8. Entire Agreement and Modification.

This constitutes the entire agreement between the parties concerning the subject matter and supersedes all previous discussions, negotiations or representations. Neither party relies upon any representations by the other than those set forth in this Agreement. This Agreement is intended to be a full and integrated Agreement. There shall be no modification of this Agreement absent a writing by both Parties.

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10. This Agreement may be assigned by Zimco and shall be binding upon each party's successors or assignees.

Witness:

Witness:

Zimco, Inc.

By: Dawn Zimmer
Its: President

Tuscola County Sheriff's Office

By: Michael R. Hoagland
Its: Controller/Administrator



Memorandum

To: Tuscola County Commissioners
CC:
From: Eean Lee, Information Services Director
Date: 1/3/2014
Re: Zimco Invoice

Please see attached Credit Memo:

Attached to December's invoice from Zimco, is a credit adjustment in the amount of \$5,680. This is due to the contractual obligation Zimco has to the county, to not exceed the billing of \$121,000.00 in the year 2013 for general support. This is for support of the county and not the Sheriff's office. TCSO has their own contract not to exceed \$61,000.00 and they did not reach that cap.

I'd also like to note that the County's December invoice is only current up to the 20th. There are still 11 days (9 business days) left in the year that will be credited to the county within the next invoice.

While Zimco is happy to honor our commitment, we will be proposing a renewal of contractual obligations in the coming month.

Should you have any questions, please feel free to have me address the board at your request.

Thank you,



Mike Hoagland

From: Nicholls, Sarah [nicho210@anr.msu.edu]
Sent: Sunday, February 16, 2014 6:07 PM
To: Nicholls, Sarah
Subject: Michigan Tourism Strategic Plan Implementation – Update and Session at Governor’s Conference
Dear Michigan Tourism Industry Colleagues –

It has been a while since I last wrote to all of you, so I wanted to give you a quick update on the MTSP and remind you of the upcoming Governor’s Conference on Tourism.

The eight implementation committees have all now met on at least two occasions. Much work has been done to initiate progress on implementation of the various goals and objectives. To allow the sharing of progress to date and plans for the coming year, a special MTSP session will be held immediately following the closing luncheon of the Governor’s Conference (the afternoon of Tuesday March 11). This meeting will be attended by almost all the members of all eight implementation committees, and any other interested industry member is also invited. To help us plan for this event, please click here to RSVP at your earliest convenience:

http://msucarrs.qualtrics.com/SE/?SID=SV_5nVyZd1ecGr4sPr

This year’s conference takes place March 9-11 at Grand Traverse Resort in Acme; registration is still open and the special hotel rate is valid the night of March 11 (<http://www.milodging.org/event/pure-michigan-governors-conference-tourism>).

And, if you haven’t joined them yet, don’t forget the two LinkedIn pages that have been developed: the MI Tourism Collaboration, Cooperation and Partnerships Toolbox and the Michigan Forum on International Tourism. Join soon and post your ideas often!

Thank you all for your continued support of the MTSP process and I look forward to seeing many of you in Acme in March!

Sarah

Sarah Nicholls, Ph.D., CTA
Associate Professor
Depts of Community Sustainability (CSUS) and Geography
Michigan State University
Natural Resources Bldg.
480 Wilson Rd., Rm. 131
East Lansing, MI 48824-1222
Phone: 517 432 0319
Email: nicho210@msu.edu

Chair, Ingham County Parks & Recreation Commission
Coordinator/Facilitator, 2012-2017 Michigan Tourism Strategic Plan
Chair, All University Traffic and Transportation Committee (AUTTC)
Associate Editorships/Editorial Boards: Tourism Analysis, J. Leisure Research, J. Travel Research
Member, Michigan Lodging and Tourism Association Education and Conference Planning Committees
Certified Tourism Ambassador (CTA)

2/18/2014



Moving Forward Working Together

February 14, 2014

Tuscola County Board of Commissioners
Mr. Mike Hoagland, Controller
125 W. Lincoln Street
Caro, MI 48723

**Re: Hearing on a Proposed Resolution for the Establishment of an
Industrial Development District in Village of Cass City
and
a Hearing on the Approval of an Industrial Exemption Certificate**

Dear Mike,

Millennium Industries has requested that the Village of Cass City approve the establishment of an Industrial Development District for its property, pursuant to Act 198 of the Michigan Public Acts of 1974, as amended.

The public hearings on the resolution will be held on February 24, 2014 at 6:30 pm at the Village of Cass City Municipal Building, 6506 Main Street, Cass City.

Since the tax collected by the Village of Cass City may be reduced if the Industrial Facilities Exemption Certificate is approved, the County of Tuscola is entitled to appear and be heard.

If you have any questions, please call the Village of Cass City at 989.872.2911

Sincerely,

Nanette S. Walsh
Clerk/Treasurer

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

This institution is an equal opportunity provider and employer.

6506 Main St., P.O. Box 123, Cass City, MI 48726 * 989-872-2911 * Fax 989-872-4855 *
TTY 989-872-4742 or e-mail: casscity.org