

**DRAFT – Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole – Tuesday, October 14, 2014 – 6:00 P.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance**

Committee Leaders-Commissioners Trisch and Kirkpatrick

**Primary Finance**

1. **2015 County Budget Development**
2. **County Information Technology Manager (See A)**
3. **Potential Contract Changes with Zimco (See B)**
4. **Commissioner Health/Insurance Affordable Care Act (See C)**
5. **Questions Regarding Certain Claims Payments (See D)**
6. **DDA/TIFA Information (See E)**
7. **Indigent Felony Contract (See F)**
8. **County Claim Regarding Lawsuit Settlement with Physer (See G)**
9. **County 3<sup>rd</sup> Party Agreement for MSHDA CDBG Housing Contract**
10. **Bank Accounts without County Treasurer Signature**
11. **Borrowing to Fully Fund the Municipal Employees Retirement System**
12. **Legislative Change Regarding Register of Deeds Recording of Land Transactions**
13. **Cunningham Legislative Correction**
14. **Policy Regarding Residency Requirement to Serve on County Boards**
15. **Apportionment Report Winter 2014 Tax Levy (See H)**
16. **Update Regarding Huron/Tuscola Equalization Director (See I)**
17. **Emergency Service Budget Amendment Request (See J)**
18. **Recycling Clean Sweep Grant (See K)**
19. **2015 Weigh Master Contract**
20. **HB 5886 Wind Farms and Right to Farm**
21. **Probate/Juvenile Child Care Fund Budget Amendment (See L)**

**On-Going Finance**

1. **New Lease for State Police Building**
2. **Register of Deeds Recording of Land Transactions and Legislative Changes**
3. **NG911 Multi-County Equipment Purchase**
4. **Proposed Denmark Township Water Project**
5. **Akron Sign**
6. **Abused, Neglected and Delinquent Children Financial Information**
7. **On-Line Services and IT Accomplishments**
8. **Shane Group V. BCBSM Settlement**
9. **Next Steps County Solid Waste Management Plan Update**
10. **Shared Equalization Director Huron/Tuscola 4-Year Extension**
11. **Oil Shale Mining Assessing/Taxation – MAC Involvement**
12. **Jail Law Suit**
13. **Wolverine Update**
14. **GIS Implementation**
15. **Potential Acquisition of State Property**

## **Personnel**

Committee Leader-Commissioners Kirkpatrick and Trisch

### **Primary Personnel**

1. **Parks and Recreation Commission Vacancy (See M)**

### **On-Going Personnel**

1. Draft Court and Non-Union Personnel Policies – Labor Attorney Conducting Review – New HR to Review
2. Union Negotiations
3. Advertise to Fill Vacancy on County Parks and Recreation Commission

## **Building and Grounds**

Committee Leader-Commissioners Allen and Bierlein

### **Primary Building and Grounds**

### **On-Going Building and Grounds**

1. Cass River Greenway
2. Dead Ash Trees Roadway Problems
3. Review of Multi-County Approach to Recycling and Need for a Plan
4. Implementation of Mosquito Abatement Facility Upgrades

### **Other Business as Necessary**

1. Cross Winds Project Ribbon Cutting (**See N**)
2. Ceremony for Veteran Receiving Congressional Medal of Honor (**See O**)

### **Public Comment Period**

**Mike Hoagland**

---

**From:** Mike Hoagland <mhoagland@tuscolacounty.org>  
**Sent:** Tuesday, September 23, 2014 1:03 PM  
**To:** Bardwell Thom; Bierlein Matthew; Kirkpatrick Craig; Roger Allen; Trisch Christine  
**Subject:** Update to Commissioners Regarding IT Director

Commissioners

Commissioners Kirkpatrick, Bierlein and myself meet with Dawn Zimmer this morning. We had a positive outcome to the meeting. She agreed to release Eean Lee from Zimco and allow the county to hire him pending final contract changes. She also explained she would talk to her attorney to prepare a written document to waive the "No Compete" statement in the current Zimco Contract.

We were able to convince Mrs. Zimmer that by releasing Eean there are advantages to both the county and Zimco. It was explained that the county needs a full-time Manager to support and advance current and future technology efforts in cost reduction and potential revenue increases. The objective of Tuscola County to become a technology hub for the Thumb and other counties was noted.

We explained that as we move forward with technological collaborative work with other counties Zimco could also benefit by partnering with Tuscola County to provide certain services to other counties. It is important to note Zimco is taking some risk with this change because they are loosing approximately \$17,000 in profit. Their willingness to make this change now reflects their recognition of potential future benefits.

I have had discussion with Eean and he has agreed to a starting wage of \$49,000. There would be five annual steps with the last step at \$57,000 as shown below. Annual steps would be adjusted, as with all other positions that have steps, based on general Board approved wage increases. For comparison, about 4 years ago when the previous County Information Technology Manager took a different job his annual county salary was approximately \$60,000.

- Year 1 - \$49,000
- Year 2 - \$51,000
- Year 3 - \$53,000
- Year 4 - \$55,000
- Year 5 - \$57,000

Cost for a full-time County Information Technology Director is approximately \$71,000 as follows:

Wages	\$49,980 (2% increase for anticipated 2015 increase)
Health insurance	\$14,600

Other fringe benefits \$6,494  
Total \$71,074

In order to accomplish county objectives the number of hours and status of the technology manager needs to be increased. The cost to make Eean a full-time county manager is an estimated \$27,000 more than the current \$44,000 contractual arrangement with Zimco. However, the county is changing a part-time person to a full-time manager which is essential to accomplishing county objectives. It should also be noted it is more cost effective (by approximately \$17,000 annually) to hire Eean as a full-time county manager than full-time contractual through Zimco.

Following these changes the county would continue to maintain two contracts with Zimco .

**Sheriff** - The contract would remain the same as the current contract except for establishing a two year rather than one year time period. The 2015 budgeted costs would be a not to exceed \$67,000 per year. The amount billed per hour for the sheriff technician would remain at \$45.

**General Support Services** - The contract would be reduced from a not to exceed \$120,000 to \$76,000 with the elimination of Eean costs. This contract would also be for a two year rather than one year time period. The budgeted costs would be a not to exceed \$76,000 per year. The amount billed per hour for the general support technician would remain at \$45

**All of this is subject to final review and approval by Zimco. I will draft a communication to Dawn Zimmer to recap our discussion and explain contract changes per our discussion. It is important to note we have not reached an approved contract but significant progress is being made.**

Mike

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

**Mike Hoagland**

---

**From:** Zimmer, Dawn <dzimmer@zimco.net>  
**Sent:** Thursday, October 02, 2014 11:00 AM  
**To:** Mike Hoagland  
**Subject:** 2 Contract Agreements - 1 Amendment  
**Attachments:** Tuscola County General Agreement - 10-2-2014.pdf; Tuscola County Sheriff Office Agreement - 10-2-2014.pdf; Amendment to original contract - EL release.pdf

Hello Mike,  
Sorry for the delay on this. It seems the original agreement didn't have a date and that just sent my attorney over the edge!

All three attachments are signed, dated today.

The only areas I changed on the Agreements were Section 1 (Term) and Section 3 (Consideration). In Section 3 I plugged in the "not to exceed" numbers that you had given me.

Let me know if you have any questions!

Thanks,  
Dawn

**Dawn Zimmer**  
President  
**K-12 Evaluation Solutions & Zimco, Inc.**  
Office Phone: 888.549.4626  
Cell Phone: 989.529.7510  
[www.K12EvaluationSolutions.com](http://www.K12EvaluationSolutions.com)  
[www.zimco.net](http://www.zimco.net)



This E-mail and it's attachments may be confidential and are intended only for the individual or entity to which it is addressed. If you have received this email in error please 1) immediately reply to the sender to indicate that you received this in error, and 2) erase or destroy this message, its contents and attachments without using, copying, retaining or disseminating it or any part of it.

## TECHNOLOGY 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 October 2, 2014. The initial term shall be for two years. The 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

- 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

The County's total "Computer Contractual Services" shall not exceed \$76,000 annually.

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:

*Dawn Zimmer*

Zimco, Inc.

*Dawn Zimmer* 10/2/2014  
By: Dawn Zimmer  
Its: President

Witness:

\_\_\_\_\_

Tuscola County

\_\_\_\_\_  
By: Michael R. Hoagland  
Its: Controller/Administrator

## TECHNOLOGY 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 October 2, 2014. The initial term shall be for two years. The 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 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

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

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.

5. TCSO's Obligations.

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.

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. TCSO 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:

  
\_\_\_\_\_

Witness:

\_\_\_\_\_

Zimco, Inc.

 10/2/2014  
By: Dawn Zimmer  
Its: President

Tuscola County Sheriff's Office

\_\_\_\_\_  
By: Michael R. Hoagland  
Its: Controller/Administrator

**FIRST AMENDMENT TO SERVICE AGREEMENT**

WHEREAS, the parties, Zimco, Inc. ("Zimco") and Tuscola County ("County") entered into a Service Agreement ("Agreement") in July, 2012, a copy of which is attached as Exhibit A;

WHEREAS, Zimco and the County inadvertently omitted reference to the intended effective date of such Agreement in paragraph 1 and desire by this First Amendment to Service Agreement to set forth the effective date of July 1, 2012; and

WHEREAS, Zimco and the County further desire to amend paragraph 6 of the Agreement in the manner set forth in this First Amendment to Service Agreement;

THEREFORE, in consideration of the mutual covenants and acknowledgements as set forth in this First Amendment to Service Agreement and other good and valuable consideration, Zimco and the County agree that the Agreement shall be amended as follows:

- A. Par. 1 is amended to reflect an effective date of July 1, 2012; and
- B. Par. 6 of the Agreement is amended to except from its ambit Eean Lee. The County shall not be prohibited from hiring Eean Lee.
- C. In all other respects, such Agreement remains in full force and effect.

Witnesses:

Debra L. Pell

Zimco, Inc.

Dawn Zimmer 10/2/2014

By: Dawn Zimmer

Its: President

Tuscola County

By: \_\_\_\_\_

Its: Chairperson  
Tuscola County Board of  
Commissioners

## 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 \_\_\_\_\_, 2012, whose term shall be for a period one (1) year from the effective date unless terminated in accordance with this Agreement.

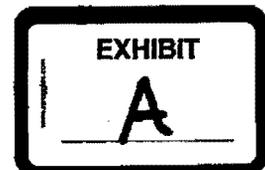
2. Scope of Work.

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

- A. Consultant 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;
- 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:

- Infrastructure
  - Troubleshoot 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

Technology Support (Level 1)	\$45.00/Hour
Technology Support (Level 3)	\$70.00/Hour

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

4. Termination.

This Agreement shall automatically terminate at the expiration of one (1) year of the effective date unless otherwise terminated in accordance with this paragraph. 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.

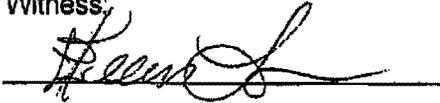
This constitutes the entire agreement between the parties concerning the subject matter and supersedes all previous discussions, negotiations or representations. Neither party relies upon any representations by the other than those set forth in this Agreement. This Agreement is intended to be a full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

9. Notices.

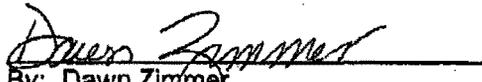
Any notice required or permitted under this Agreement may be effectuated by personal delivery, e-mail with an acknowledgement by designated intended recipient or by deposit into the U. S. Mail for first class delivery postage prepaid to the party at its address as designated in this Agreement.

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

Witness:



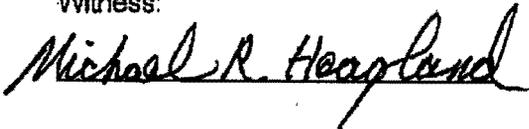
Zimco, Inc.



By: Dawn Zimmer

Its: President

Witness:



Tuscola County



By: Thomas Bardwell

Its: Chairperson

Tuscola County

Board of Commissioners



## Mike Hoagland

---

**From:** Mike Hoagland <mhoagland@tuscolacounty.org>  
**Sent:** Monday, September 29, 2014 11:50 AM  
**To:** Bardwell Thom; Bierlein Matthew; Kirkpatrick Craig; Roger Allen; Trisch Christine  
**Cc:** Dibble Erica  
**Subject:** FW: Tuscola County- Commissioner Health Insurance

### Commissioners

As you may know several years ago the commissioners made a decision to discontinue commissioner health insurance coverage to help balance the budget. The Affordable Care Act may impact this decision as explained below and discussed in the attached legal opinion.

Under the Affordable Care Act full-time employees must be covered under the county health insurance plan. The legal opinion states a full-time employee is one that is employed for an average 30 hours per week (1,560 hours per year).

According to the opinion, alternative methods of determining eligibility for non-hourly employees include:

1. Counting actual hours of service
2. Crediting the employee working at least one hour in a given day with eight hours of service for each such day
3. Crediting an employee working at least one hour of service in a given week with 40 hours of service for each such week
4. Commissioners could choose to make all board members eligible as elected County officials

There are two methods of establishing measurement periods for determining full-time employee status:

1. Monthly measurement period - if the employee is working full-time for three consecutive months the coverage has to be offered on the first day of the fourth month.
2. Look-back measurement period - a standard 12 month measurement period is used. If the employee is determined to be eligible, coverage has to be offered within 30 days. If this method of measurement is going to be used a decision must be made before December 1, 2014 so tracking of time can begin.

The county is currently counting actual hours of service using the look-back measurement period for other non-full time employees. If this method is selected for commissioners the alternative still exists on an individual basis to option out of coverage.

Mike

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

---

**From:** Clayton J. Johnson [mailto:CLAJOH@BraunKendrick.com]  
**Sent:** Thursday, September 18, 2014 8:52 AM  
**To:** 'MHoagland@TuscolaCounty.org'  
**Cc:** Patrick Kaltenbach  
**Subject:** Tuscola County- Commissioner Health Insurance

Hello Mr. Hoagland,

Attached is our memorandum regarding Affordable Care Act implications with respect to the Board of Commissioners. Please feel free to contact us if there are any aspects which you would like to discuss or on which you would like further information.

Very best regards,

Clay



**BRAUN KENDRICK**

CLAYTON J. JOHNSON  
Attorney  
Tel: 989.399.0606  
Fax: 989.799.4666  
Email: clajoh@braunkendrick.com

---

**EMAIL CONFIDENTIALITY NOTICE**

The information contained in this message may be subject to the attorney-client privilege, constitute attorney work product, or be strictly confidential, and is intended only for the use of the addressee listed above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited.

**MEMORANDUM**

**TO:** MR. MICHAEL HOAGLAND  
**FROM:** BRAUN KENDRICK FINKBEINER  
**DATE:** SEPTEMBER 17, 2014  
**SUBJECT:** AFFORDABLE CARE ACT -- COMMISSIONER HEALTH INSURANCE

---

**ISSUES:**

1. Does the County Board of Commissioners ("Board") March 23, 2010 motion whereby health insurance for Board members was eliminated for 2011 and 2012 continue in effect thereafter?
2. May the Board allow Board members to choose to participate in the plan on a case-by-case basis if they are willing to pay the full cost of coverage?
3. Is the opinion represented within the August 8, 2014 letter provided by Mr. Daniel Skiver, of Brown & Brown Insurance, accurate in its description of the permissible methods under the Affordable Care Act ("ACA"), to use in determining whether Board members qualify for county-paid health insurance?
4. If eligibility were to be determined by measuring the actual hours of service worked, would the proper measuring period be from December 1, 2014 through November 30, 2015?
5. If, upon measuring the actual hours of service during the measurement period, it is determined that the threshold number of hours has been achieved and therefore the individual is indeed eligible for health insurance, would county-paid health insurance need to be made available beginning in 2016?

**ANALYSIS:**

1. Yes, the Board's motion to eliminate Board health insurance coverage remains in effect until further action is taken by the Board to change this policy.
2. The board should not limit applicability of this option to Board members or on a case-by-case basis. Instead, if this option were offered, it should be offered to all County employees.
3. Yes, Mr. Skiver's letter describes that, for employees who are not paid on an hourly basis, employers may calculate the number of hours of service for purposes of determining eligibility for health insurance coverage by either: (1) Counting the actual hours of service worked for the employer for which payment is made or due; (2) Crediting the employee working at least one hour of service in a given day with eight hours of service for each such day; or (3) Crediting an employee working at least one hour of service in a given week with forty hours of service for

each such week. These methods are set forth in the Final Regulations which were published on February 12, 2014, as 26 C.F.R. § 54.4980H-3(b). A full-time employee is defined under Section 4980H(c)(4) of the ACA as one who is employed for an average of at least 30 hours of service per week. In addition, the County could instead simply choose to make all Board members eligible for health insurance as elected County officials on an across the board basis.

4. Under the Final Regulations, there are two methods for establishing measurement periods for determining full time employee status. These two methods are the monthly measurement method and the look-back measurement method. According to 26 C.F.R. § 54.4980H-3(e), an employer may use differing measurement periods for determining full time status of different categories of employees where the differing categories are determined by salaried versus hourly employees or collectively bargained versus non-collectively bargained employees.

Under the monthly measurement method, each employee's status is determined by counting each employee's hours for each calendar month. An employer is not subject to an ACA penalty under this method with regard to a particular employee unless, coverage is not offered to such employee on the first day of the first calendar month following the first full three calendar month period during which the employee is determined to be a full time employee.

As set forth in 26 C.F.R. § 54.4980H-3(d), under the "look-back" measurement method, the employer determines each employee's full time status by looking back at a standard measurement period. The employer determines the standard measurement period, provided that such period is applied on a standard and consistent basis for all employees in the same category. The period may be a calendar year, a non-calendar plan year, or a different 12 month period, such as one which ends shortly before the beginning of an open enrollment period. Because the County has applied a December through November measurement period in the past, it may be wise to continue to apply a similar measurement period.

5. As set forth in Mr. Skiver's letter, to avoid penalties under the ACA, large employers with fewer than 100 full time employees must offer health insurance coverage to 95% of eligible employees in 2016. Therefore, it would be permissible to determine the eligibility of Board members by tracking their actual hours worked according to a look-back measurement period from December 1, 2014 through November 30, 2015, and if determined to qualify as full-time employees, to offer coverage beginning in 2016.

**Mike Hoagland**

---

**From:** Commish [ctrisch@tuscolacounty.org]  
**Sent:** Friday, September 26, 2014 6:41 PM  
**To:** <mhoagland@tuscolacounty.org>  
**Cc:** Bardwell Thom; Bierlein Matthew; Kirkpatrick Craig; Roger Allen  
**Subject:** Re: Uniform laundry scan

Ty!

Christine Trisch  
Tuscola County Commissioner  
District 3  
989-325-2658

> On Sep 26, 2014, at 9:57 AM, "Mike Hoagland"  
<mhoagland@tuscolacounty.org> wrote:  
>  
>  
> Christine  
>  
> After the last Board meeting you asked a couple of questions  
> concerning claims payment.  
>  
> The first was why does the county pay for dry cleaning for sheriff  
deputies.  
> We looked at the union contracts and it is a contractual obligation  
> under both the corrections offices and deputies. Attached is the union  
> contract that states this requirement. This provision has been in both  
> of these contracts for many years.  
>  
> The second question was how can we encourage county officials to use  
> pool cars rather than county paid mileage for personal vehicles.  
> Attached is a copy of the county vehicle policy. Some of the  
> applicable sections of the policy include:  
>  
> Section 2.9 - a county vehicle from the pool may be used to attend  
> conference and training sessions if a pool vehicle is available. First  
> priority, however, will be given to the use of the pool vehicles for  
> day-to-day county operations.  
>  
> Section 2.14 - county vehicle preference: county officers and  
> employees should attempt to use county pool cars first, and only use a  
> personal vehicle if a pool car is unavailable.  
>  
> I will put this on the next committee agenda for further discussion.  
>  
> Mike  
>  
> Michael R. Hoagland  
> Tuscola County/Controller Administrator  
> 125 W. Lincoln  
> Caro, MI. 48723

Totals  
 DDA Capture of County Tax Revenue  
 Estimate as of April 2014  
 Tax Year

	Mills	DDA Capture 100%	DDA Capture 50%		Total Capture
		Tax \$	Tax \$	Tax \$	Tax \$
Allocated	3.9141	12,591.92	6,832.29	11,737.15	31,161.36
Bridge/Streets	0.4807	1,546.44	839.09	1,441.47	3,827.00
Senior Citizens	0.2000	643.41	349.11	599.74	1,592.26
Medical Care	0.2500	804.27	436.39	749.67	1,990.33
Road Patrol	0.9000	2,895.36	1,571.00	2,698.82	7,165.18
Roads/Streets	0.9657	3,106.72	1,685.69	2,895.83	7,688.24
Mosquito	0.6316	2,031.90	1,102.50	1,893.97	5,028.36
Recycling	0.1500	482.56	261.83	449.80	1,194.20
MCF debt	0.0000	0.00	0.00	0.00	0.00
					59,646.92
Total	7.4921	24,102.58	13,077.90	22,466.44	59,646.92

**35,544.34** Total 50% capture by agreement

Totals by DDA	Total All Funds	Total GF	Total Sp Voted
Caro DDA	34,055.39	17,791.57	16,263.82
Cass City DDA	7,672.18	4,008.18	3,664.00
Mayville DDA	4,673.85	2,441.76	2,232.09
Millington DDA	6,324.30	3,304.00	3,020.29
Vassar DDA	6,921.22	3,615.85	3,305.36
<b>Grand Total \$</b>	<b>59,646.92</b>	<b>31,161.36</b>	<b>28,485.56</b>

F

STATE OF MICHIGAN



TUSCOLA COUNTY TRIAL COURTS

440 NORTH STATE STREET  
CARO, MICHIGAN 48723  
(989) 672-3800

DONNA L. FRACZEK  
COURT ADMINISTRATOR

ADAM D. PAVLIK  
DEPUTY COURT ADMINISTRATOR

HON. KIM DAVID GLASPIE  
CHIEF JUDGE OF THE COURTS  
DISTRICT COURT JUDGE

HON. AMY GRACE GIERHART  
CHIEF JUDGE PRO TEMPORE  
CIRCUIT COURT JUDGE

HON. NANCY L. THANE  
PRESIDING JUDGE/FAMILY DIVISION  
PROBATE COURT JUDGE

**Memorandum**

**TO:** Michael R. Hoagland

**FROM:** Adam D. Pavlik

**RE:** Indigent Felony Contract

**DATE:** 9/29/2014

Please find attached the contract for representation of indigent felons in Circuit Court matters. A key feature of this agreement is that it will last for 2 years, from Jan. 1, 2015 to Dec. 31, 2016. In 2015, there will be no increase from this year, leaving us to spend the same \$165,000. In 2016, we have negotiated a 5% increase in the contract, for a cost of \$173,250 in that fiscal year.

We have included the original contract and a copy. Please have Mr. Bardwell sign the contract as having been approved for funding where appropriate, and return the original to us. The copy is yours to keep. Thank you for your attention to this matter.

**AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENTS IN THE 54<sup>TH</sup>  
JUDICIAL CIRCUIT COURT**

This Agreement made and entered into by and between the 54<sup>th</sup> Judicial Circuit Court, whose address is 440 North State St., Caro, Michigan, hereinafter called the Court; the Law Office of Gregory H. Bringard, 367 N. State Street, Caro, Michigan; the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan; the Law Office of Ransford & Crews, PC, 303 N. State Street, Caro, Michigan; and the Law Office of Lisa Blanton, 200 E. Main Street, Suite 200, Midland, Michigan 48640; hereinafter called the Consortium. The Consortium consists of four independent attorneys, as set forth above, who have formed this Consortium for the sole purpose of this contract. Each member of the Consortium is an independent contractor and shall be solely and independently responsible for all actions and professional matters in connection with each case assigned to that member. No member of the Consortium shall be responsible for the conduct of any other members of the Consortium with regards to any and all professional services under this contract.

**I. Personnel**

It is herein agreed to by the parties that the Consortium shall provide the professional services to fulfill its obligations for court appointed attorney services under the terms of this Agreement.

The Consortium agrees that they shall seek and obtain coverage from another member of the Consortium members to stand in during his absence, including but not limited to Pre-Preliminary Examinations, Preliminary Examinations, Arraignments, Pleas and Sentencings.

The Consortium agrees that in the event it becomes necessary to replace any Consortium attorneys, whether on a temporary or permanent basis, approval of the replacement attorney shall be obtained from the Chief Judge. Approval of the Chief Judge shall not be unreasonably withheld and shall be confirmed in writing. The approval of the Chief Judge shall be required in advance of the performance of any legal services by the proposed replacement attorney.

The Consortium further agrees that in the event any of the attorneys employs a replacement attorney for any reason on a temporary basis to provide the services contemplated herein due to a contingency such as illness, such replacement will be provided by the independent individual attorney at no additional costs to the Court.

In the event a replacement attorney is needed due to a conflict of interest, or an additional attorney is needed due to a conflict created by a multiple defendant situation, the members of the Consortium appointed shall promptly inform the Chief Judge of the need for such replacement attorney or an additional attorney.

If the Chief Judge determines that a replacement attorney, not a member of the Consortium, or additional attorney(s) are needed under the circumstances, he shall appoint such attorney(s). The maximum of \$300.00 for the costs for such replacement or additional attorneys shall be paid for from the contract amount paid to the Consortium. Further, the Consortium agrees that an escrow

account will be created in \$500.00 per month increments, which will be withheld from the Consortium's monthly payments referenced below. This escrow account shall be utilized to pay for replacement or additional attorney(s) as the need arises. The aggregate payments for replacement or additional attorney(s) shall not exceed a total of \$6,000.00. If the aggregate payments for replacement or additional attorney(s) for the term of this Agreement are less than \$6,000.00, then the balance of the escrow account shall be paid to the Consortium, at the end of each calendar year during the contract term.

## II. Term of Agreement

The term of this Agreement shall be from January 1, 2015 through December 31, 2016. This Agreement may be renewed on an annual basis upon the same terms or such other terms as may be agreeable to the parties in writing.

## III. Administration and Support

The Consortium shall provide the following:

- a. All General administrative services including all administrative scheduling of attorney's court appearances needed to insure the orderly and timely provision of legal services contemplated in this Agreement;
- b. Office facilities adequate to the needs of the named attorneys while performing all legal services under this Agreement;
- c. All necessary secretarial and clerical assistance;
- d. All necessary stationary, office supplies and office equipment;
- e. All transportation for the named attorneys necessary for the provision of the legal services under this Agreement, except the required travel to any State Prisons or County Jails not located within Tuscola County or a county contiguous to Tuscola County;
- f. An adequate law library.

## IV. Duties

The Consortium shall provide the following services to all persons where the 54<sup>th</sup> Circuit Court has approved a court appointed attorney:

- a. All criminal cases, assigned to the 54<sup>th</sup> Judicial Circuit Court (excluding appeals from the Circuit Court);
- b. All criminal appeals to the Circuit Court from the District Court;
- c. All Circuit Court probation violations and Holmes Youthful Trainee Act Revocations;
- d. All Personal Protection Order violations;
- e. All extradition hearings

The representation described above shall begin at the time of appointment by the Circuit or District Court Judge and conclude upon final resolution (i.e. the sentencing and/or dismissal of defendant) in the Circuit Court of the matter then before the Court, regardless of the status of this Agreement.

## V. Compensation

In consideration of all the services and all incidental costs, expenses and materials provided by the Consortium under the terms of this Agreement and as accepted elsewhere in this Agreement, the court agrees to pay the Consortium as follows:

1. The sum of one hundred sixty-five thousand dollars (\$165,000.00), to be paid in equal monthly installments of thirteen thousand two hundred fifty dollars (\$13,250.00) on the first of each month beginning February 1, 2015 for the year 2015 and increasing to \$173,250 in equal installments of \$13,937.50 for the year 2016 and continuing every month thereafter until paid in full. Each of the four attorneys shall be paid an equal amount of each monthly installment.
2. In addition, the Court shall pay, upon motion and prior approval by the Court, the following expenses:
  - a. Expert witness fees and costs;
  - b. Polygraph examination;
  - c. Psychiatric examination;
  - d. Investigations fees and costs;
  - e. Translator's fees; and
  - f. Travel to State Prisons and County Jails located in a county other than Tuscola County and not contiguous to Tuscola County.
3. The Consortium agrees that the above expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the defendant and at the discretion of the Chief Judge.
4. The Court will pay, normal and regular witness fees and costs, including service of subpoenas; and including any costs associated with obtaining discovery.
5. No other payments other than those stated herein shall be made without specific approval of the Court.

## VI. Early Termination

This Agreement may be terminated by either party at any time, with or without cause, upon not less than ninety days (90) written notice delivered by mail or in person to the other party. Notice to the Court shall be delivered to the Chief Judge of the 54<sup>th</sup> Judicial Circuit Court located at 440 N. State St. Caro, MI. 48723. Notice to the Consortium shall be the members as follows: the the Law Office of Gregory H. Bringard, 367 N. State Street, Caro, Michigan; the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan; the Law Office of Ransford & Crews, PC, 303 N. State Street, Caro, Michigan; and the Law Office of Lisa Blanton, 200 E. Main Street, Suite 200, Midland, Michigan 48640. In the event of termination by either party, the attorneys appointed to represent individuals deemed indigent shall at all times maintain responsibility to represent their clients unless, upon appropriate motion, said attorneys are allowed to withdraw by the Chief Judge. From and following the date of termination, the Court shall not, and the Consortium will not, require, entertain or accept the Consortium's representation of indigents in new matters unless otherwise separately approved and authorized by the Court and the Consortium in writing.

## VII. Other Provisions

It is understood and agreed by the parties that:

- a. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.
- b. No claim for services furnished by the Consortium not specifically provided for in this Agreement will be honored by the Court, unless such service has been specifically ordered by the Chief Judge; and such service, as ordered, is clearly outside the scope of the services specified by the terms of this Agreement.
- c. The Consortium acts as an independent contractor, and neither its members nor its employees acquire tenure nor any rights or benefits from the Court or Tuscola County by way of Workman's Compensation, nor any benefit under Tuscola County's personnel program covering medical and hospital care, sick pay, vacation pay or severance pay.
- d. Each member of the Consortium is an independent contractor and shall be solely and independently responsible for all actions and professional matters in connection with each case assigned to that member. No member of the Consortium shall be responsible for the conduct of any other members of the Consortium with regards to any and all professional services under this contract.
- e. The Court will make accommodations when possible to schedule members of the Consortium for court proceedings to minimize counsels' attendance in court.

## VIII. Insurance

Each member of the Consortium individually agrees that he will maintain legal malpractice insurance and other appropriate business insurance at all times during the term of this Agreement.

## IX. Default

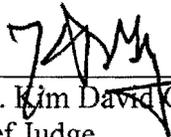
The failure of the Consortium to abide by the terms, conditions or requirements expressed in this Agreement shall constitute a default. If steps to correct said default are not taken by the Consortium upon receipt of written notice of the deficiency and request for compliance from the Court within thirty (30) days, the Court may cancel this Agreement by providing written notice to the Consortium at the addresses identified above.

Likewise, failure of the Court to abide by the terms and provisions of this Agreement shall constitute a default. If steps are not taken by the Court to correct any such default within fifteen (15) days of receipt of written notice of the deficiency and request for compliance from the Consortium, including timely payment hereunder, the Consortium may immediately cancel this Agreement by providing written notice to the Court at the address identified above and preserve its right to payment for services rendered without prejudice to the Consortium.

X. Entire Agreement

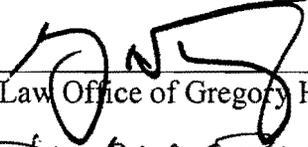
It is understood and agreed that the entire Agreement of the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties related to this Agreement and the subject matter of this Agreement. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have hereunder set their hands on this 24th day of September, 2014.

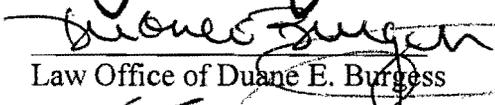
  
\_\_\_\_\_  
Hon. Kim David Glaspie (P31610)  
Chief Judge

9/24/14  
\_\_\_\_\_  
Date

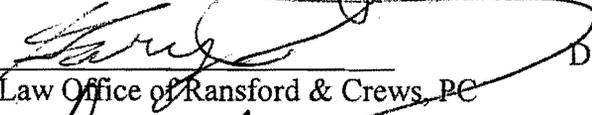
CONSORTIUM

  
\_\_\_\_\_  
Law Office of Gregory H. Bringard

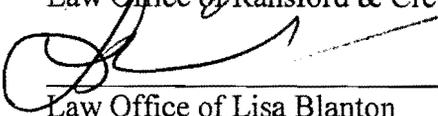
Dated: 9-23-14

  
\_\_\_\_\_  
Law Office of Duane E. Burgess

Dated: 9/22/14

  
\_\_\_\_\_  
Law Office of Ransford & Crews, PC

Dated: 9/23/14

  
\_\_\_\_\_  
Law Office of Lisa Blanton

Dated: 9/22/14

APPROVED FOR FUNDING:

\_\_\_\_\_  
Chairman Board of Commissioners

Dated: \_\_\_\_\_



## Mike Hoagland

**From:** Bill Horton [bhorton@gmhlaw.com]  
**Sent:** Friday, September 26, 2014 11:41 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Pfizer/Neurontin  
**Attachments:** Ltr-Sample-Opt Out.docx

Mike,

You may recall we worked with you on BCBSM and a claim against McKesson for your health plan.

We have another drug recovery case in which the County can make a claim. To make a long and uninteresting story short, Pfizer has agreed to settle a class action regarding its drug, Neurontin, because Pfizer over-promoted it and caused it to be taken for unapproved uses. The settlement fund is \$325 million. Self-insured clients, such as the County, are entitled to a piece of the settlement. In order to receive any dough from the settlement, you must make an accurate and timely submission of your claims data – a task not easily done. We can file it on behalf of the County (as we did in the McKesson case). Here are the particulars: we only need your ok by email. We will obtain the claims data and get it right for filing, file it, follow the remaining court proceedings, verify the computation of your settlement amount against the court order and the settlement fund. No risk to you – we will do it for 10% of the recovery. My colleague, Jason Thompson, will handle the data, submission and follow through. Let me know. Also, you need to notify the Blues that you don't want them to submit the claim for you. Attached is a sample. BTW, you will not be a party to the litigation, just a claimant in a class action after it has been settled. Thanks.

### Bill Horton

Giarmarco, Mullins & Horton, P.C.  
 Tenth Floor Columbia Center  
 101 West Big Beaver Road  
 Troy, Michigan 48084-5280  
 Phone: (248) 457-7060  
 Fax: (248) 404-6360  
 Email: [bhorton@gmhlaw.com](mailto:bhorton@gmhlaw.com)  
[www.gmhlaw.com](http://www.gmhlaw.com)

**business**  
 TopLawyers

TopLawyers



Best Lawyers



AV  
 Preeminent  
 Rating  
 by Martindale-Hubbell

\*Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.\*

9/26/2014

**[YOUR LETTERHEAD]**

\_\_\_\_\_, 2014

Phillip D. Churchill, Jr., Esq.  
Assistant General Counsel  
Blue Cross Blue Shield of Michigan  
232 S. Capitol Ave., L09A  
Lansing, Michigan 48933-1504

**Re: In re: Neurontin Marketing, Sales Practices, and Products Liability Litigation  
settlement**

Dear Mr. Churchill:

In response to your letter regarding this settlement, please do not file a claim on our behalf.

Very truly yours,

## Mike Hoagland

---

**From:** Elizabeth Favaro <efavaro@gmhlaw.com>  
**Sent:** Thursday, October 02, 2014 11:34 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** FW: Pfizer/Neurontin  
**Attachments:** Ltr-Sample-Opt Out.docx

Mike,

It's been a while since we've talked – you may remember me from your deposition in the BCBSM hidden access fee case. We're involved in another drug recovery case – this time against Pfizer related to a drug called Neurontin. Pfizer over promoted it, caused it to be taken for unapproved uses, and there's now a large pot of money just begging to be paid out to self-insured customers like you!

All of the information you need to make a claim is below – we just need your e-mail approval to proceed on your behalf.

I do hope this e-mail finds you well and if you have any questions, don't hesitate to call me at the number below!

Thanks, Liza

### Elizabeth Favaro

Giarmarco, Mullins & Horton, P.C.  
Tenth Floor Columbia Center  
101 West Big Beaver Road  
Troy, Michigan 48084-5280  
Direct Dial: (248) 457-7181  
Facsimile: (248) 457-7001  
Email: [efavaro@gmhlaw.com](mailto:efavaro@gmhlaw.com)

Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. If you have received this electronic message in error, please notify us immediately at (248) 457-7000, and destroy the original message and all copies.

---

**From:** Bill Horton  
**Sent:** Wednesday, October 01, 2014 2:37 PM  
**To:** Elizabeth Favaro  
**Subject:** FW: Pfizer/Neurontin

---

**From:** Bill Horton  
**Sent:** Friday, September 26, 2014 11:41 AM  
**To:** [mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)  
**Subject:** Pfizer/Neurontin

Mike,

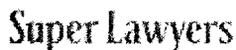
You may recall we worked with you on BCBSM and a claim against McKesson for your health plan.

We have another drug recovery case in which the County can make a claim. To make a long and uninteresting story short, Pfizer has agreed to settle a class action regarding its drug, Neurontin, because Pfizer over-promoted it and caused it to be taken for unapproved uses. The settlement fund is \$325 million. Self-insured clients, such as the County,

are entitled to a piece of the settlement. In order to receive any dough from the settlement, you must make an accurate and timely submission of your claims data – a task not easily done. We can file it on behalf of the County (as we did in the McKesson case). Here are the particulars: we only need your ok by email. We will obtain the claims data and get it right for filing, file it, follow the remaining court proceedings, verify the computation of your settlement amount against the court order and the settlement fund. No risk to you – we will do it for 10% of the recovery. My colleague, Jason Thompson, will handle the data, submission and follow through. Let me know. Also, you need to notify the Blues that you don't want them to submit the claim for you. Attached is a sample. BTW, you will not be a party to the litigation, just a claimant in a class action after it has been settled. Thanks.

**Bill Horton**

Giarmarco, Mullins & Horton, P.C.  
Tenth Floor Columbia Center  
101 West Big Beaver Road  
Troy, Michigan 48084-5280  
Phone: (248) 457-7060  
Fax: (248) 404-6360  
Email: [bhorton@gmhlaw.com](mailto:bhorton@gmhlaw.com)  
[www.gmhlaw.com](http://www.gmhlaw.com)



\*Confidential: This electronic message and all contents contain information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.\*

ORIGINAL TO: County Clerk  
COPY TO: Equalization Department  
COPY TO: Each Township or City Clerk

**2014 TAX RATE REQUEST (This form must be completed and submitted on or before October 1, 2014)**

**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

County <b>Tuscola</b>	2014 Taxable value as of 'Final State Equalization', towards the end of May <b>1,611,447,606</b>
Local Government Unit <b>County</b>	For LOCAL School Districts: 2014 Taxable value of NON-Homestead and Non-Qualified Agricultural Properties if a millage is Levied Against Them.

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.

The following tax rates have been authorized for levy on the 2014 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Millage Authorized by Election, Charter, etc.	(5) 2013 Millage Rate Permanently Reduced by MCL 211.34d	(6) 2014 Current Year Millage Reduction Fraction	(7) 2014 Millage Rate Permanently Reduced by MCL 211.34d	(8) 2014 Sec 211.34 Millage Rollback Fraction	(9) 2014 Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Alloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141		frozen
Sp Voted	Bridge/Streets	Aug-08	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807		0.4807	Dec-15
Sp Voted	Senior Citizens	Aug-10	0.2000	0.2000	1.0000	0.2000	1.0000	0.2000		0.2000	Dec-17
Sp Voted	Medical Care	Aug-08	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500		0.2500	Dec-18
Sp Voted	Road Patrol	Aug-10	0.9000	0.9000	1.0000	0.9000	1.0000	0.9000		0.9000	Dec-17
Sp Voted	Roads/Streets	Aug-08	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657		0.9657	Dec-15
Sp Voted	Mosquito	Aug-14	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-19
Sp Voted	Recycling	Aug-08	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-16

Prepared by <b>Walt Schlichting</b>	Title <b>Equalization Director</b>	Date <b>9/30/2014</b>
--	---------------------------------------	--------------------------

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34 for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3)

<input type="checkbox"/> Clerk	Signature	Type Name <b>Jodi Fetting</b>	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Type Name <b>Thom Bardwell</b>	Date
<input type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9.

The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

IMPORTANT: See instructions on the reverse side regarding where to find the millage rate used in column (6)



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

R. KEVIN CLINTON  
STATE TREASURER

September 29, 2014

Clark Elftman, Chair  
Huron County Board of Commissioners  
250 E. Huron Avenue, Room 305  
Bad Axe, MI 48413

Dear Mr. Elftman:

The State Tax Commission at their meeting on August 26, 2014 adopted certification level requirements for all counties in the State of Michigan. Included in the adoption of those guidelines was a motion approving a special two-year waiver for Huron and Tuscola Counties to share an MAAO (3) Equalization Director through December 31, 2016. This waiver is due in part, but not entirely, to the influence of wind turbines on the total SEV in each county.

Please note that the intent of this waiver is to allow the Counties of Tuscola and Huron time to rectify the deficiency in the Director's certification. The Commission commends counties for working together and sharing equalization services – currently there are 18 counties sharing directors – but expects that those counties meet minimum certification level requirements. All counties with similar agreements meet these minimum certification standards. The two years provided to you by the Commission allows Mr. Schlichting time to advance his certification or for the counties to find an MMAO (4) level director to perform equalization.

Beginning in 2017, it will be necessary for Huron and Tuscola Counties to retain an MMAO (4) level Equalization Director if they wish to continue shared services. If an MMAO (4) director is not retained, each County will be required to have its own Director perform equalization. The Commission strongly believes that adherence to State-wide standards, including the certification requirements of assessors and Equalization Directors, is fundamental to equitable valuation of property across the State. Fairness and equity do not allow two counties to disregard these standards for any purpose.

Sincerely,

Kelli Sobel, Executive Director  
State Tax Commission

Cc: Senator Mike Green  
Walter Schlichting, Equalization Director

J

# Tuscola County Office of Emergency Management

420 Court Street Suite # 1, Caro, Michigan 48723-1606

**Tele: 989-673-5181 Fax: 989-673-5182 E Mail – tcemanderson@tuscolacounty.org**

**Deputy Steven Anderson, Coordinator**

To: Clayette Zechmeister  
From: Steve Anderson  
Reference: Funding Changes  
Date: October 7, 2014

Clayette,

I am formally asking if I can get board approval to move \$1000.00 from my budgeted overtime account into two of my expense accounts.

First, my assigned vehicle, which was purchased used from mosquito control is in desperate need of four tires. Our mechanic at the Sheriff's Office recently purchased new tires from one of the maintenance trucks and they were approximately \$700.00 for four Firestone TransForce tires, the same that are on the truck know. These are a commercial grade tire that have a long tread life

My cell phone account is overdrawn because my smart phone that I had purchased when I took this position two years ago died while on an accident on M-46. After talking to Thumb Cell I learned that the phone needed to be replaced, because of this, my account is now overdrawn and I would like to move the remainder, \$300.00 to this account.

Respectfully,



*Deputy Steven Anderson, E.S. Coordinator*

**A Division of the Tuscola County Sheriff's Office**

**Sheriff Leland Teschendorf**

**Undersheriff Glen Skrent**

(K)

STATE OF MICHIGAN  
TUSCOLA COUNTY PROBATION SERVICES

440 NORTH STATE STREET

CARO, MI 48723

989-672-3810

CHIEF JUDGE KIM DAVID GLASPIE

Hon. Amy Grace Gierhart

Hon. Nancy L. Thane

SHEILA LONG, PROBATION SERVICES DIRECTOR

M E M O R A N D U M

DATE: 10-09-2014

TO: Mike Hoagland  
Tuscola County Board of Commissioners

FROM: Sheila Long, Probation Services Director

RE: Child Care Fund Transfer Request (Fund 292)

I am requesting to transfer \$5,000 from line item 292-662-843-000 (Private Institution) to line item 292-662-801-003 (JC3 Program Teacher/Mentor).

Thank you.

(L)

# TUSCOLA COUNTY BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Print Form

Please return this questionnaire to the County Clerk's Office, Attention: Appointments Division, 440 N. State St., Caro MI 48723; by email to [appoint@tuscolacounty.org](mailto:appoint@tuscolacounty.org); or by fax at (989) 672-4266  
Please submit your resume with this application.

Boards/Commissions for which you would like to be considered: TUSCOLA County PARK AND RECREATION

Boards/Commissions for which you would like to be considered:

First Name\* Kimi Middle Initial\* C Last Name\* VAUGHAN

Have you ever used, or have you ever been known by any other name?  Yes  No

If yes, provide names and explain:

Home Address 5475 Washburn Rd City VASSAR Zip 48768

Township freemont County TUSCOLA

Employer Name: Krystal Lake Campground

Employer Address 5475 Washburn Rd City VASSAR Zip 48768

Position Title OWNER

Work Number\* 989-843 0591 Home Number\* 989-843 0590 Cell Number 989-239 4602

Email KrystalLakeCampground@hotmail.com  
(email is the preferred method of contact, please provide if available)

Are you a United States Citizen?  Yes  No

EDUCATION (Include degree and dates; if answered in full on your attached resume, please indicate):

CARO HIGH SCHOOL - 11<sup>th</sup> GRADE 1971  
G.E.D. United States NAVY 1974

EMPLOYMENT EXPERIENCE (if answered in full on your attached resume, please indicate):

LAUBMAN'S AUTO SALE - 1982-1988  
FISHCRAVERS Cove R. V PARK - TAVARES Florida 1988-2006  
BER-WA-GA-WA Campground - 1990-2000  
LAUBMAN'S RV CENTER 1991-2009 - Keweenaw Lake Campground  
2007 - present

Do you hold any professional licenses? If so, please include numbers:

Michigan Dealer License. A1417  
Michigan Campground License L5792-79

What special skills could you bring to this position?

BEEN SELF EMPLOYED SINCE 1982, IVE BEEN OWNERSHIP IN 2  
CAMPGROUNDS, AND PRESENTLY OWNED ONE TODAY. WITH ALL MY  
CAMPGROUND EXPERIENCE, I BELIEVE I WOULD BE A GREAT ASSET.

Previous government appointments:

[Empty box for previous government appointments]

Please provide us with the names of your:

State Senator Mike Green

State Representative Terry Brown

County Commissioner LOUIE KIRKPATRICK

The following optional information is elicited in order to ensure that this administration considers the talent and creativity of a diverse pool of candidates. In addition, specific backgrounds or qualifications are legally required for appointment to some boards and commissions. You may, therefore, wish to provide this information in order to ensure that you are considered for relevant boards and commissions.

Age 59

Political Affiliation Republican

Military Service U.S.A. 1972-1975

Spouse or Partner's Name Linda Laubman

CONSENT AND CERTIFICATION

I, [Empty box] (please print name), hereby certify that the information contained in this application is true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any misrepresentation, falsification or omission of information on this application or on any document used to secure employment shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery.

Signed By



**Mike Hoagland**

---

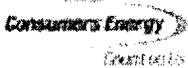
**From:** DENNIS H. MARVIN <DENNIS.MARVIN@cmsenergy.com>  
**Sent:** Sunday, October 05, 2014 8:57 AM  
**To:** Mike Hoagland; tbardwell@tuscolacounty.org; beetman95@yahoo.com; serickson@tuscolaedc.org; sheriff@tuscolacounty.org; sanderson@tuscolacounty.org  
**Cc:** Mary A. Kulis  
**Subject:** CWEP Ribbon Cutting  
**Attachments:** CWEP Invite Materials-FINALPackage2.pdf

Good morning: We invite each of you to attend the Cross Winds ribbon cutting on Friday, October 31, 2014 with registration beginning at 10:00 a.m. and the ceremony at 11:00 a.m. A luncheon will follow at the 12:30 p.m at the American Legion Hall in Unionville. Please see the attached for details including a request to RSVP.

We also invite Chairman Bardwell to offer brief comments during the ceremony on behalf of Tuscola County. Please let me know if you care to participate (if you are unable to attend, we would be happy to have Commissioner Allen fill this role on behalf of the Chairman and County).

We greatly appreciate the support each of you have provided throughout the entire development and construction of Cross Winds and look forward to celebrating the approaching completion of the project with you. We hope you can attend.

Thank you.



**Dennis H Marvin** | *Public Affairs Director, New Generation* | Consumers Energy  
One Energy Plaza, EP8-206 | Jackson, MI 49201 | T: 517-788-0318 | M: 517-740-0209

**CARO POST AMERICAN LEGION**

September 2014

**Special Newsletter**

On Sunday, October 26, 2014, we will be celebrating a memorable day in honor of a native son of Caro. We will recognize Maynard H. Smith, Congressional Medal of Honor hero, with a dinner at 2:00 p.m. at the Caro American Legion Hall on Frank Street.

I am writing to offer you a job. It is not a permanent job; it is not a paying job. On the contrary, it will cost you money. Please purchase a \$20 ticket for this event. Contact the following for tickets:

Ed Jagosz, (989) 673-8226

Bob Chisholm, 673-~~8207~~3207

Caro Chamber of Commerce, Brenda Caruthers, 673-5211

**Congressional Medal of Honor Hero to Be Honored**

What is a hero? He or she is a person whose qualities are held in high esteem in the opinion of others. We find heroes in many areas of our lives. Heroes have one attribute in common, and it is that in some manner or act, they saved a human life. Perseverance is certainly another characteristic of a hero. What Maynard H. Smith did on May 1, 1943, was an act of courage and perseverance that saved the lives of six other men. He will be recognized on October 26, 2014, at a dinner with the American Legion Post No. 7, the Caro Chamber of Commerce, and the public.

His action in France will be recounted, and his place in the history of Caro will be affirmed on that day. If you are interested in this aspect of Caro history, please attend. Your time will be well rewarded. Maynard H. Smith (commonly remembered as Snuffy) was recognized by the Department of Defense with the Congressional Medal of Honor award. The details of his courage and bravery will be told on Sunday, October 26, at a dinner held in his honor.

Don Lotter, Past Post Commander

## **Celebrate the Caro Community**

American Legion Post 7 Caro, Michigan, is holding a dinner on October 26, 2014. I ask that you give real consideration to attending. I also ask that you invite community members you know, be they family, friends, colleagues or acquaintances, to attend. At the dinner, we will spend a small bit of time remembering Maynard Smith, native of Caro, veteran of World War II and recipient of the Congressional Medal of Honor. At least as important, we will come together with member of our community, veterans and non-veterans alike.

We should and need to take advantage of this opportunity to engage with one another, to strengthen existing ties and build new ones. The Post and each member of it has something to offer for the good of the community, whether in the possibility of doing something more now or in the reality and reassurance that things were done in the past. Members of the community can support the Post and veterans in countless ways and in so doing strengthen the community as well. By coming together in small ways like this dinner, we can remind ourselves of the good and the strength of the big and little things we do for one another; we can celebrate our community with relatively little effort.

The Post does not have events often. The Post does not interact in numbers with the community often. That is unfortunate and a small loss for both the Post and the community. Please take a little of your time to do this for the Post, for the community and for yourself.

Drew Stark, Caro community