

**DRAFT – Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole – Monday, March 9, 2015 – 7:30 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance**

Committee Leaders-Commissioners Kirkpatrick and Bierlein

**Primary Finance**

1. Road Commission Update Regarding Legacy and other Fiscal Concerns (See A)
2. Review of Preliminary 2014 Year-End Financial Information (See B)
3. Agreement to House Wayne County Prisoners (See C)
4. Draft Revised County Investment Policy (See D)
5. Tire Recycling Agreements (See E)
6. 2015 Seasonal Mosquito Abatement Staff (See F)
7. Request to Purchase Mosquito Abatement Materials for 2015 (See G)
8. County Web Page Usage Information
9. First Round of 2015 Budget Amendments

**On-Going Finance**

1. County Solid Waste Management Plan
2. Review of Bank Accounts without County Treasurer Signature
3. Shared Equalization Director Huron/Tuscola 2-Year Extension
4. Proposed Gun Board Changes
5. Road Commission Legacy Cost
6. Road Commission Tree Removal Grant Application
7. Potential P2 Recycling Grant Application
8. May 5, 2015 State Vote to Fund Roads and Bridges
9. Abused and Delinquent Children Needs Planning and P2P Program – Meeting 2-10-15
10. 4-H Assistance to Child Care Functions
11. Tuscola County Broadband Certification
12. Step to Negotiate DC Retirement Plan for New Hires

**Personnel**

Committee Leader-Commissioner Trisch

**Primary Personnel**

1. Behavioral Health System Vacancies (See H)
2. Victim Services – Nondiscrimination Policy (See I)
3. County Planning Commission Vacancy (See J)
4. Veterans Director Hiring – Advancing County Funds
5. Request to Fill Vacant Dispatcher Position (See K)
6. County Policy Regarding Carryover of Vacation Days
7. Dispatch Director Request to Carryover Vacation Days (See L)

On-Going Personnel

1. Parks and Recreation Vacancy

**Building and Grounds**  
Committee Leader-Commissioner Allen

**Primary Building and Grounds**

1. **EDC Office Space Request at Purdy Building**
2. **Potential Relocation of County Recycling Operation**

On-Going Building and Grounds

**Other Business as Necessary**

**Public Comment Period**

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street  
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Caro, MI 48723

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To: Tuscola County Road Commissioners and Finance Director  
Jack Laurie, Mike Zwerk, Julie Matuszak, Gary Parcell, Pat Sheridan and Mike Tuckey

From: Tuscola County Board of Commissioners, Finance Commissioners and County Controller  
Craig Kirkpatrick, Thomas Bardwell and Michael Hoagland

Date: Thursday, June 19, 2014

**RE: Public and Auditor Concerns Regarding Road Commission Finances**

Members of the public have attended Tuscola County Board of Commissioner (BC) meetings and expressed concerns regarding certain financial matters involving the County Road Commission (RC). The public has requested that the BC review concerns and determine how the RC will resolve these financial issues.

Even though the RC is technically separate from the County, the BC is required by statute to exercise a degree of financial oversight relative to RC finances. Both the BC and RC represent the same constituent base. When the BC is asked questions by the public, we have an obligation to review whether the RC is making appropriate expenditures of public funds. Questions were prepared based on expressed public concerns and from auditor comments contained in RC audits.

### **Health Insurance Post Retirement Benefit**

According to RC audits, the RC provides post employment health insurance benefits to all employees who retire with 85 points (years of service plus employee age). Employees hired prior to September 16, 2003 receive the benefit for life while those hired after this date receive the benefit for three years.

According to the RC auditors, the RC health insurance plan does not have an obligation to make contributions that exceed the annual premium payment amounts. (In other words this health insurance benefit plan may be financed on a "pay-as-you-go" basis.) The 2012 RC audit estimates **the future cost of this benefit for the current 55 active and 24 retired employees at \$9.6 million. For that reason, auditors have recommended pre-funding a portion of this liability each year and also consideration be given to other options of reducing the liability through plan changes. This has been a multi-year repeat comment from RC auditors. (Attachment A)**

The RC paid the 2012 required premium amount of \$475,821 on the "pay-as-you-go" basis. However, **Attachment B** shows that only paying this amount has resulted in a current obligation increase from \$1,793,922 to \$2,211,047 from 2011 to 2012. In other words, **to just keep the current obligation at \$1,793,922 an additional \$417,125 would have been required to be paid.**

## Questions

1. Are the Road Commissioners aware of the multi-year auditor comments regarding under funding the health insurance plan?
2. Has pre-funding a portion of this liability each year been considered as recommended by the auditors? Does the RC have a plan to reduce the liability? If so, what is the plan?
3. Is an incentive paid to retirees who choose not to take the retiree health insurance program? How much is this incentive? Do retirees who receive incentive instead of health insurance report this as income on W-2 forms? Have auditors recommended the appropriate method of taxing this benefit?

## Pension Plan Benefit

The RC participates in the Municipal Employees Retirement System of Michigan (MERS). The RC is required to contribute at an actuarially determined rate. Current salaried employee group contribution rate by the employer is 15.0% of annual payroll with the employee rate 5.43%. Current working foreman group contribution rate for the employer is 5.0% with the employee rate at the same 5.0%.

Contribution requirements for the MERS Plan are established by PA 427 of 1984 as amended and may be changed by the RC. According to the 2012 RC audit the liabilities for the MERS Plan exceeded assets by approximately \$1.4 million and the trend line shows that it has been increasing. **(Attachments C and D)** Based on the 2012 audit the plan was 69.9% funded which is a lower funding level than any other Tuscola County governmental entities in MERS.

The RC maintains a second retirement plan that is administered by the Massachusetts Mutual Life Insurance Company. Contribution requirements are established by the RC and maybe amended by the RC. The Massachusetts Mutual Plan has liabilities that exceed assets by approximately \$405,000 resulting in the plan being only 24.4% funded. The RC audit shows that the RC has not contributed the required contribution amount in many of the last several years.

**The 2012 RC audit states that both of these plans are "DRAMATICALLY" under funded. The auditors also recommend that contributions to both plans need to be increased significantly and/or take other steps to improve the plan funding status. This has been a multi-year repeat comment from RC auditors. (Attachment A)**

## Questions

1. Are the Road Commissioners aware of the multi-year auditor comments that these retirement plans are **dramatically** under funded?
2. Why are there two pension plans? What is the level of benefit paid to employees (MERS C-1, B-1, B-2, B-3 or B-4)
3. Does the RC have a plan to improve the funding status and has the RC sought MERS, Massachusetts and RC auditor recommendations? Has the RC considered increasing annual payment amounts to improve funding status as recommended by the auditors?

4. Why is the employer share in the MERS Plan different for salaried employees verse the working foreman group? (The employer retirement share paid for salary employees is 15.0% and only 5.0% for the working foreman group).

### **Employee Assignment of RC Vehicles**

It is our understanding that certain road commission employees are assigned vehicles to drive from home to work and work to home. It has been explained by the RC at a BC meeting that use of road commission vehicles by certain employees is necessary because these employees may have to respond to an incident at any time on any day.

#### **Questions**

1. Which employees are assigned vehicles?
2. How many non-regular working hour calls was each employee required to respond to over the last two year period?
3. Are the vehicles that employees operate marked as emergency vehicles? (If it is not a marked emergency vehicle, W-2 benefit forms must be issued because it is considered a fringe benefit to each employee for tax purposes) (Attachment E). Have there been comments from state or other auditors regarding this issue and can a copy of their comments be forwarded?
4. Has the RC considered paying mileage to certain employees for use of their own vehicles in situations when a non-working hour call has to be responded to instead of assigning a vehicle? (Reduction in vehicle wear and tear and fuel costs etc).

### **Longevity Pay**

Apparently certain road commission employees receive what is called longevity pay. According to information that a member of the public received from the RC, for 2012 over \$44,000 in longevity pay was provided to certain employees. (Attachment F) The RC has explained that this pay is provided in December of each year to qualifying employees. Lump sum longevity pay is an uncommon practice that can create a misunderstanding of employee compensation. A more common method is step increases whereby wage step schedules are established and compensation is increased annually by a series of steps. Normally, after about five years an employee reaches their top step and then may only receive cost of living increases annually as determined by the RC board.

#### **Questions**

1. Is longevity pay taxed as part of payroll or is a 1099 issued for this pay?
2. Has the RC considered revamping longevity pay to a wage step schedule? Has the RC considered eliminating longevity pay and incorporating this compensation into the base pay as the current system is confusing and can be misinterpreted?
3. The RC has explained changes will be made concerning this issue. Would you explain the status of changes to be implemented?

## Food Purchases with Public Funds

Public comment has been received that the RC expended public funds to purchase lunches for township officials. The Michigan Department of Treasury has provided an opinion that the purchase of coffee, donuts and sandwiches must first be for the public not an individual or private group purpose. In other words the food must be available to the public.

### Questions

1. In future years, will the RC follow the Michigan Department of Treasury recommendations regarding purchase of food? (See Attachment G)

## Purchasing Policies

Purchasing for the RC is an important function. Effective purchasing policies can save tax payer funds and build credibility with vendors that a fair and equitable process is established.

### Questions

1. Does the RC have a purchasing policy?
2. When are bids required under this policy?
3. Does the purchasing policy require awarding to the lowest bidder?
4. Do the road commissioners review and approve all bids or does this authority allow certain staff to award bids?

## Prior Year Audit Comments

Research of prior year audits has found the following comments. Have all of these comments been resolved to auditor satisfaction?

1. **Termination of Benefits** - A 2010 RC audit comment explained that when individuals are terminated or change employment status it is unclear as to when fringe benefits such as health insurance should change. Auditors recommended that current RC policy be reviewed to clarify when benefit changes take effect.
2. **Petty Cash** - A comment from the 2012 RC audit states office employees do not have access to a petty cash drawer. Because the RC is involved in issuing permits and certain other functions it was the auditors recommendation to establish a petty cash fund and it be reconciled on a monthly basis by an employee who does not have access to the petty cash fund. This has been a multi-year repeat comment from RC auditors. Has the petty cash fund been established?
3. **Equipment Lease** - Previous year audit comments explained that the RC did not receive bids on equipment leases but subsequent year audit comments stated this was changed and bids were being taken.

4. **Budget Amendments** - Prior year audit comments noted budget amendments have not been implemented for situations where actual expenditures exceeded budget. Has this procedure been implemented?

#### **Other Questions**

1. Is the annual audit presented to the Road Commissioners by the firm that does the RC audit and is the comments section and any other comments in the annual audit explained?
2. Are monthly or quarterly financial reports provided and discussed at RC meetings?
3. Would the RC annually submit line item detail RC budget to the BC?
4. Have there been any audits of the RC in prior years other than the required annual audit? Would you forward a copy of these audits?

Please provide written initial response as to how the RC plans to resolve these issues. We appreciate your written responses to these questions by July 11, 2014. After your initial responses are received we can set up a small group meeting for further discussion of problems and how they can be resolved. Any additional thoughts or comments you have are welcomed in the interests of providing full financial transparency.

Thank you in advance for addressing the areas of auditor and public financial concern.

**Mike Hoagland**

---

**Subject:** FW: Preliminary 2014 Year-End Financial Assessment - Important  
**Attachments:** Financial Assessment.ppt

**From:** Mike Hoagland [mailto:mhoagland@tuscocounty.org]  
**Sent:** Thursday, March 05, 2015 8:51 AM  
**To:** ctrisch@tuscocounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'  
**Cc:** Clayette Zechmeister (Clayette Zechmeister); Mike Miller (Mike Miller)  
**Subject:** Preliminary 2014 Year-End Financial Assessment - Important

Commissioners

**Please Read**

Attached is a preliminary unaudited 2014 year-end financial summary for the general fund and the capital improvement fund. There may still be certain changes in these numbers after the audit is completed at the end of June. Significant amounts of detailed financial information is summarized in 21 slides in the attached power point.

General Fund (GF) expenditures exceeded revenues by approximately \$34,000 for 2014. Although this is a minimal dollar difference, it is of concern because expenditures do not include a transfer to the Capital Improvement Fund (CI).

GF revenue increased by only about \$166,000 or 1.1%. This increase is entirely the result of two factors: wind revenue and state revenue sharing. Combined these two revenue source increased approximately \$434,000. However, it is important to explain that this increase was significantly reduced by several major revenue sources that were well below 2013 actual and well below 2014 budget expectations. These declining revenue sources resulted in a net GF revenue increase of only \$166,000. These declining revenue sources are of concern and will likely require adjustments to the 2015 county budget. Also of importance, non-wind property tax revenue, which is the largest single revenue source to the GF, remains flat which was expected but still a concern. Furthermore the amount of property tax revenue growth allowed is limited by Headlee and Proposal A.

I know you have heard this many times but I have to say it again because it is critical. Property tax revenue from wind declines each year and after about 10 years it declines to only 30% of its original value. This is a major concern because our dependency for operations is at 100%. Even at the maximum revenue we are still unable to properly fund capital needs and maintain our buildings and grounds.

GF expenditures increased by about \$310,000 or 2.4%. Expenditures include \$150,000 that was escrowed in case the county and other local units of government lose the Nextera tax appeal. A beneficial factor, on the expenditure side of the budget, is the 2014 jail budget was about \$175,000 below 2013 jail expenditures. Jail medical costs, part-time, overtime and prisoner housing costs were all well below 2013 levels. These saving cannot be expected every year.

A major **concern** is the underfunded CI Fund. No funds were transferred for 2014 but expenditures from the fund continued. In fact, in the last 8 years funds were only able to be transferred to the CI fund in 3 years. The amount that was transferred in those 3 years was far less than the \$400,000 to \$450,000 per year needed. In 2007, the CI fund balance was about \$2.2 million at the end of 2014 it was under \$1 million. If transfers are not resumed, within 3 to 4 years this fund could be exhausted at which time an even more **significant problem** will occur.

On the positive side, all funds finished the 2014 fiscal year in a positive fund balance position. The GF balance remains at about 17% of expenditures which is within the acceptable range as recommended by county auditors. Efforts are underway to reduce retirement costs. The Veterans millage passed. Property Tax revenue from the Consumers Energy wind project will be realized in the GF in 2015. The possibility of housing a few prisoners from other counties is under review. For 2014, abused, neglected and delinquent child care costs moderated. All of these factors will help but are not enough to solve overall future financial issues.

I plan to present this information Monday but because some of you will join the meeting by telephone I wanted to give you a chance to review it prior to Monday. If anyone wants to discuss this before Monday give me a call. Also, detailed financial reports are available for review.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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## 2014 Year-End Financial Summary (Unaudited - Preliminary)



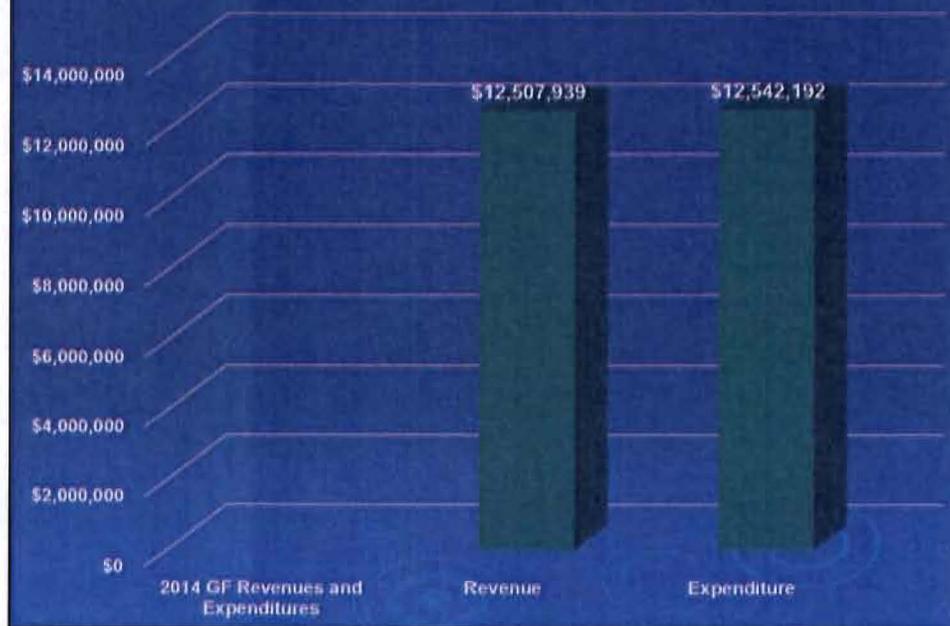
### Objectives

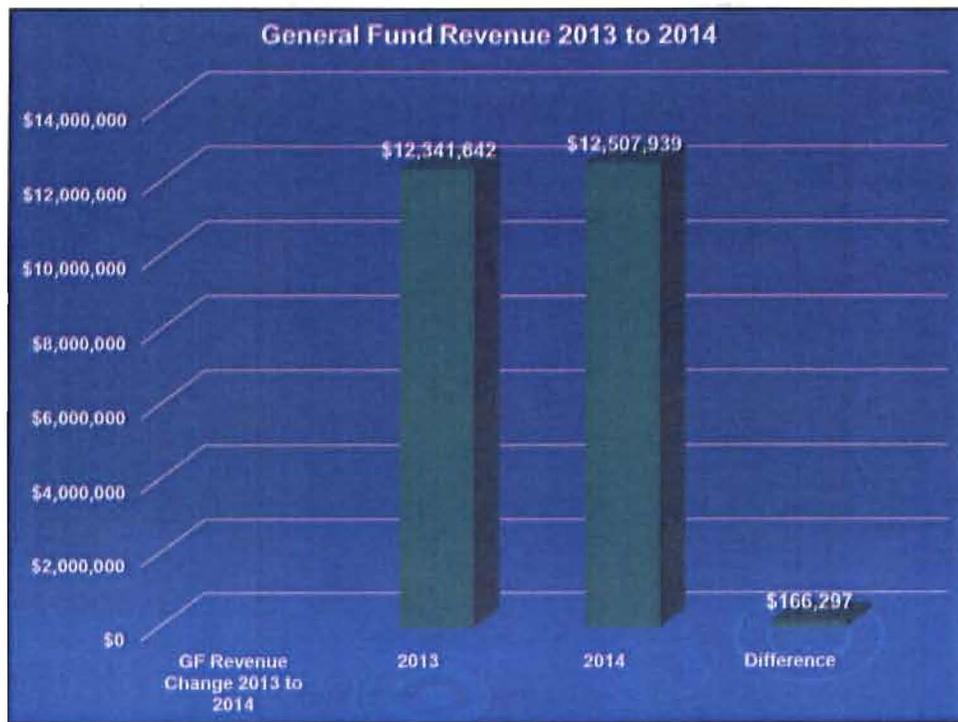
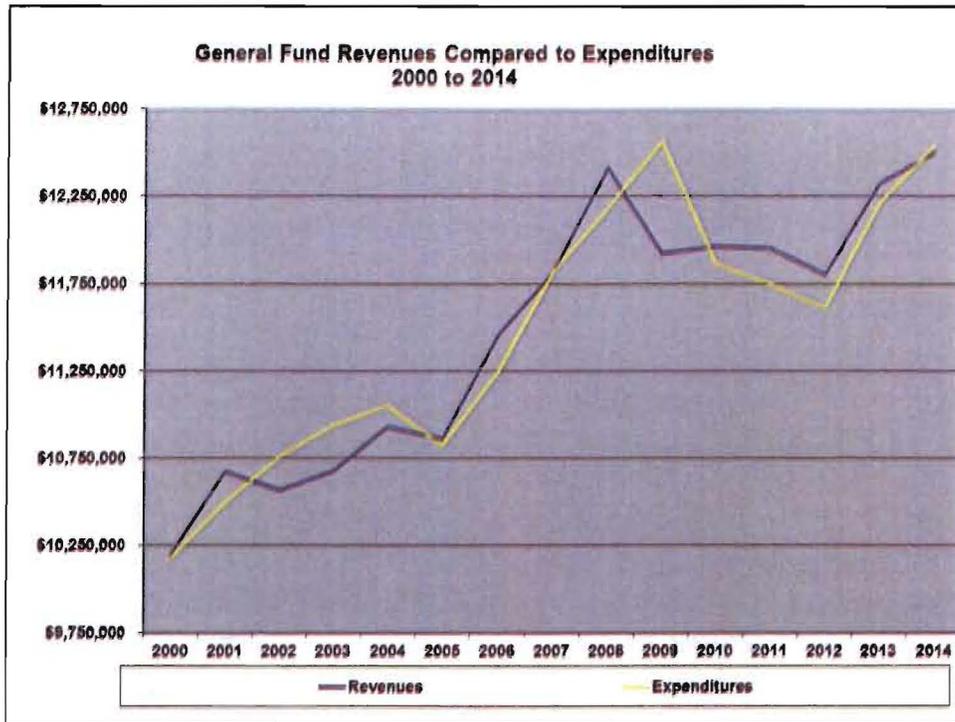
- Conduct year-end 2014 financial assessment for General and Capital Improvement Funds
- Provide fiscal information for:
  1. Short and long-term decision making
  2. Adjust 2015 budget with new information from 2014
  3. Update the 5-year financial plan
- Official 2014 county audit not completed until - 6/30/15
- Preliminary fiscal information now - outweighs waiting for audit

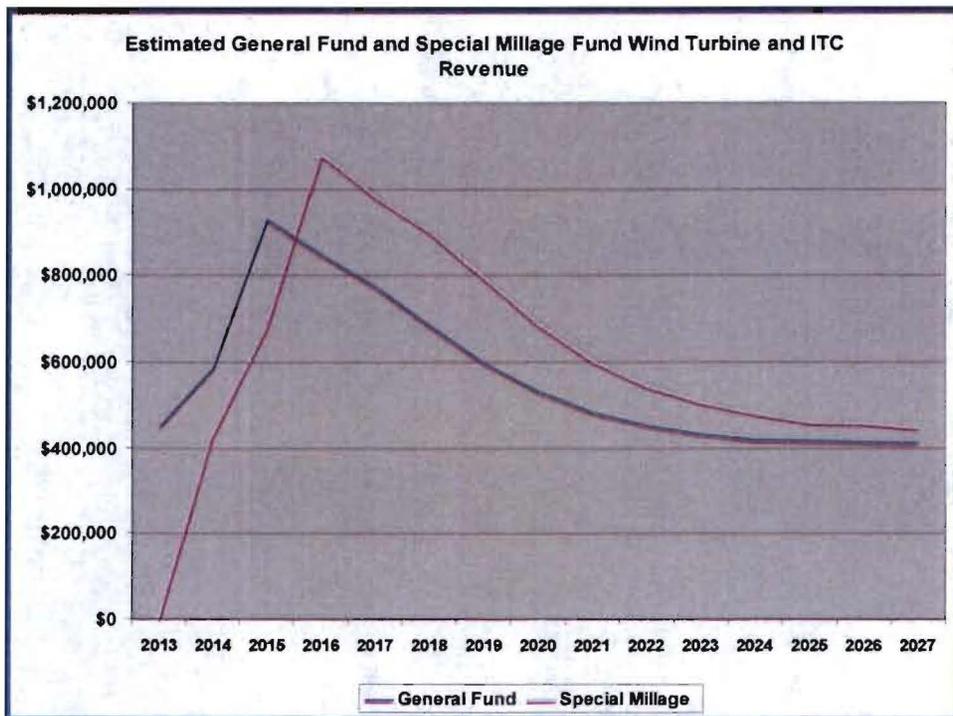
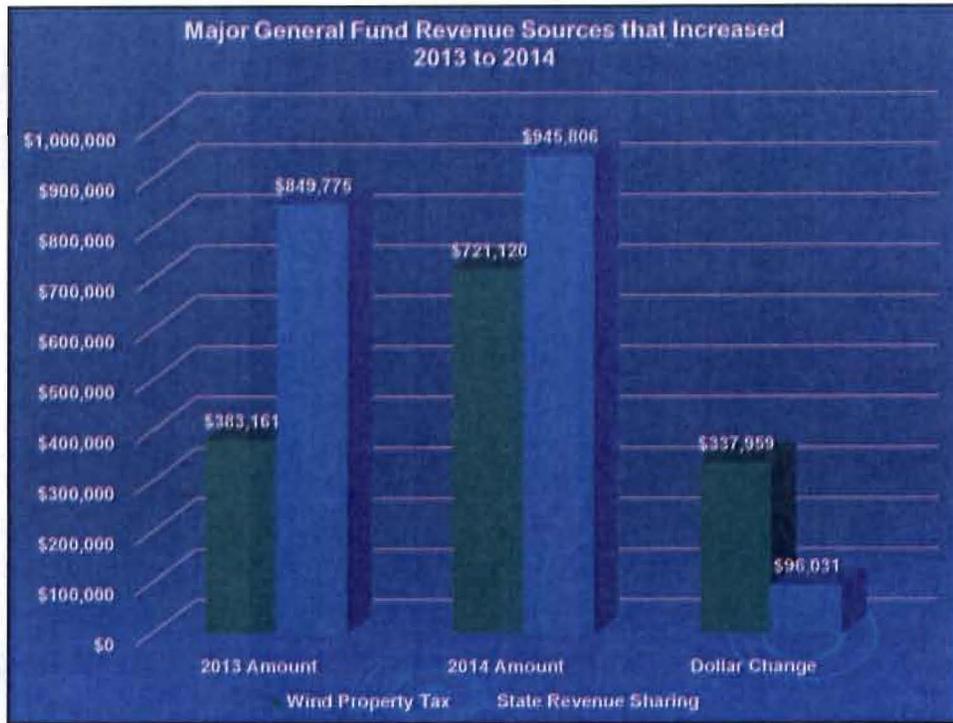
### GF Revenues and Expenditures Comparison

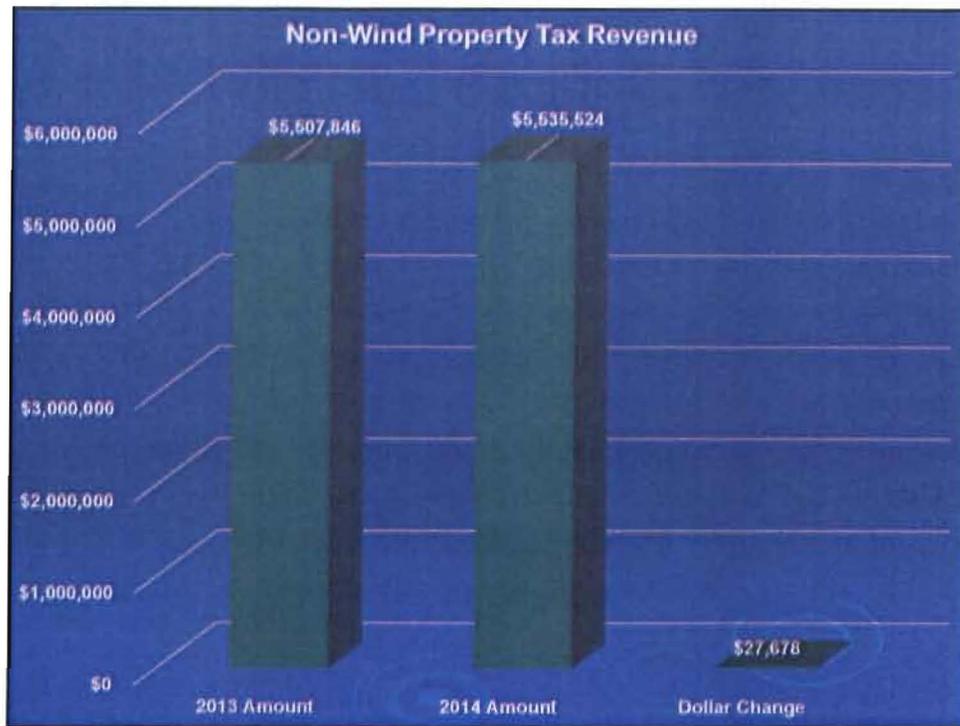
Year	Revenues	Expenditures	Revenues over (under) Expenditures
2013	\$12,341,642	\$12,231,478	\$110,164
2014	\$12,507,939	\$12,542,192	(\$34,253)
Difference	\$166,297	\$310,714	Note: no 2014 transfer for capital

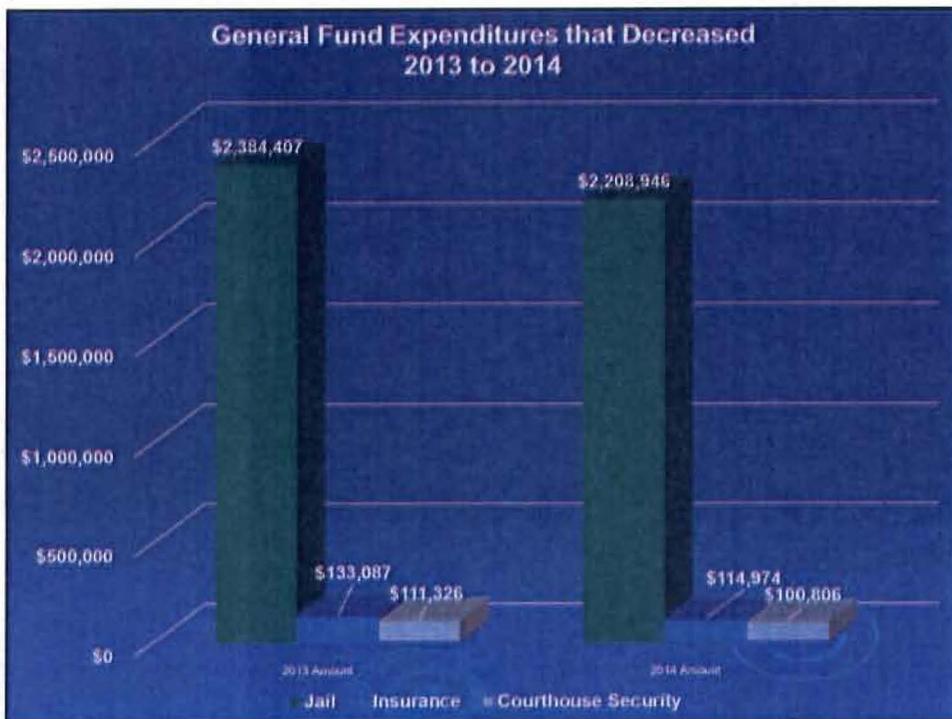
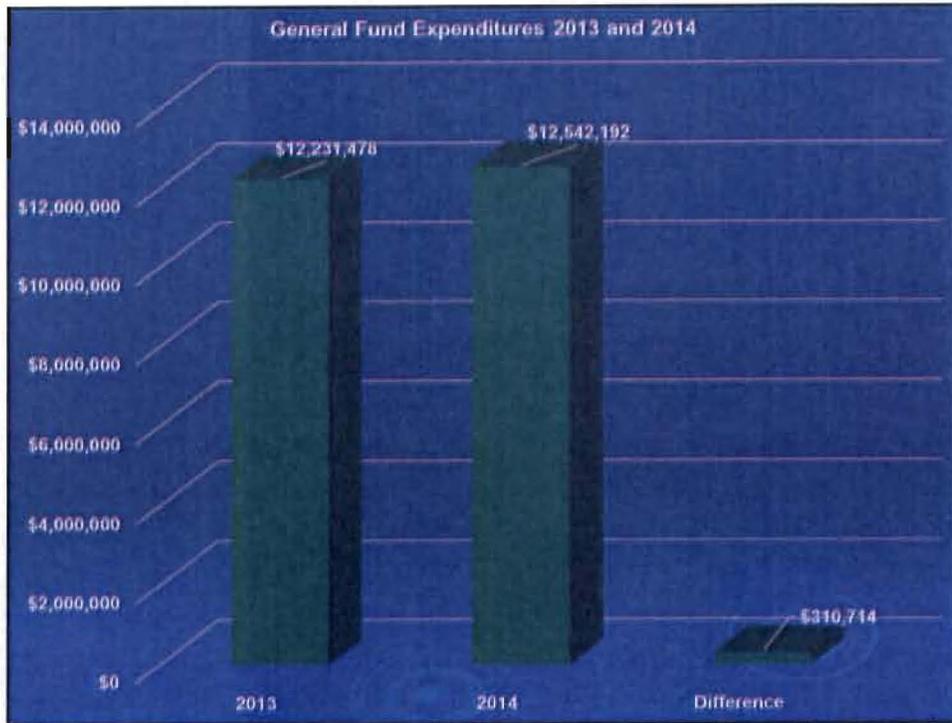
### 2014 GF Revenue and Expenditure

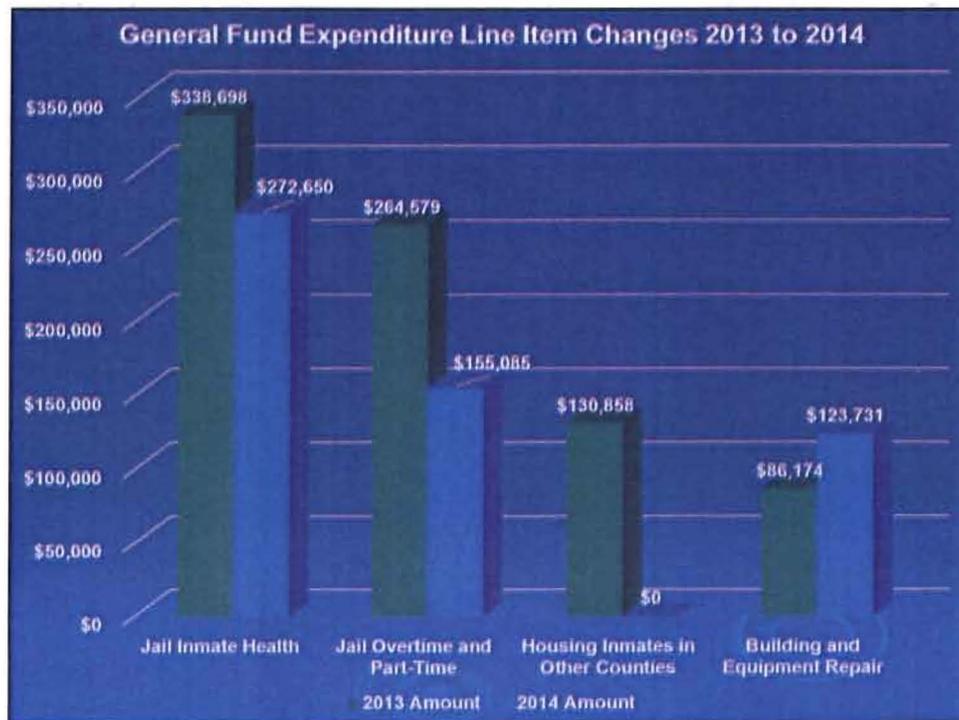
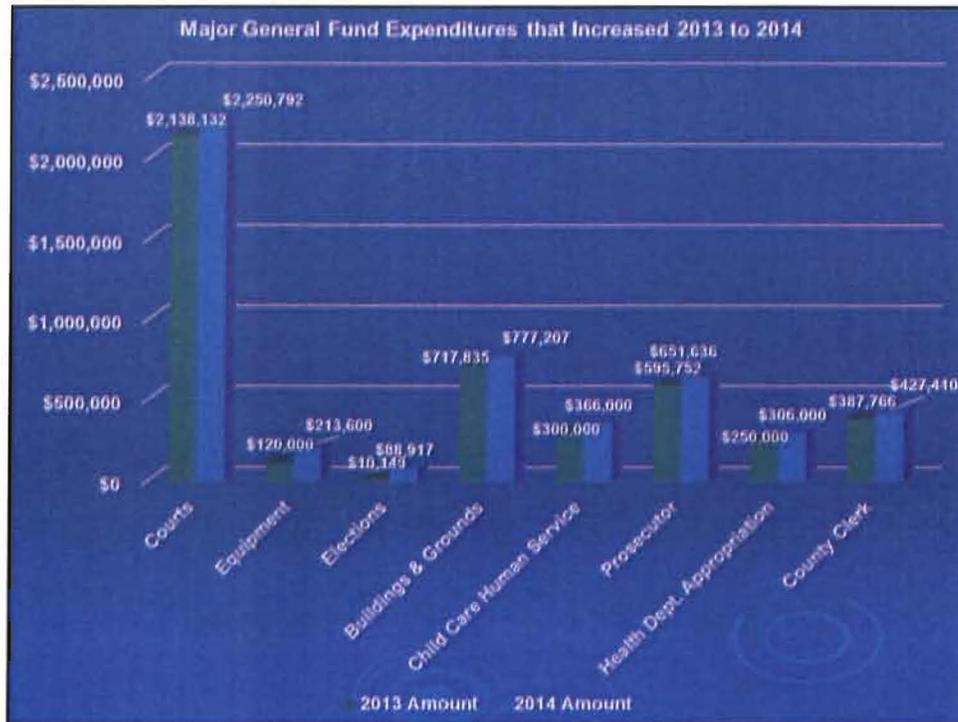


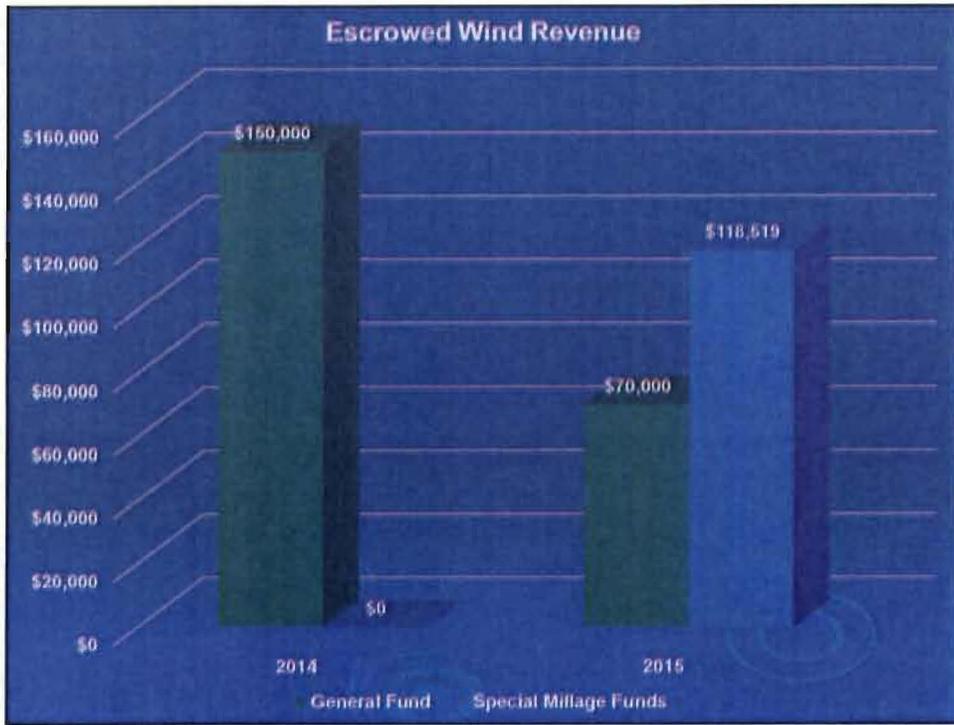


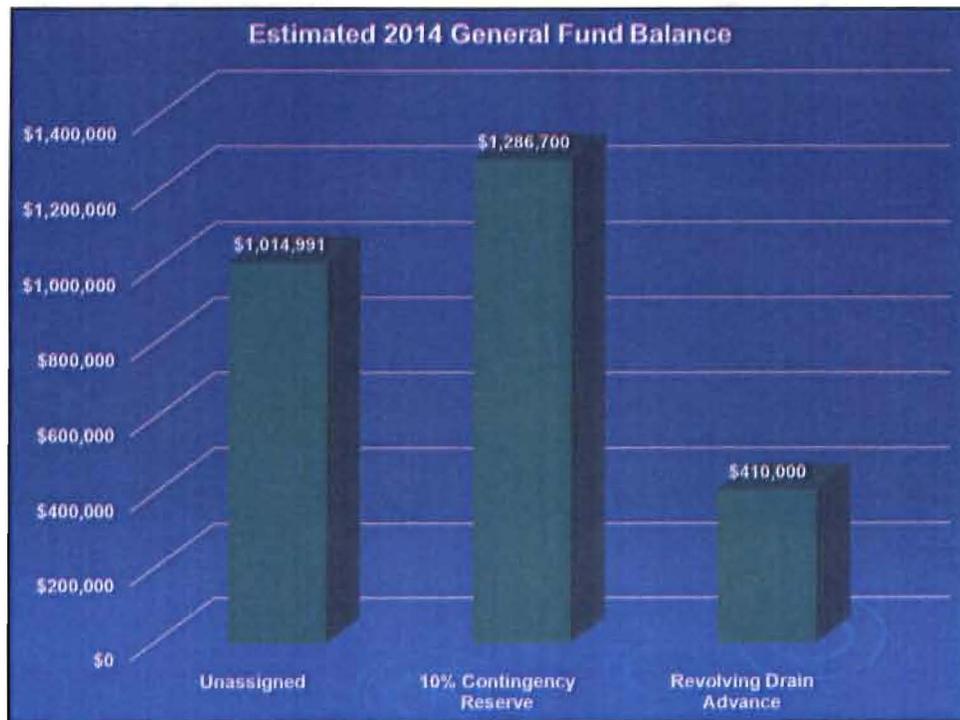
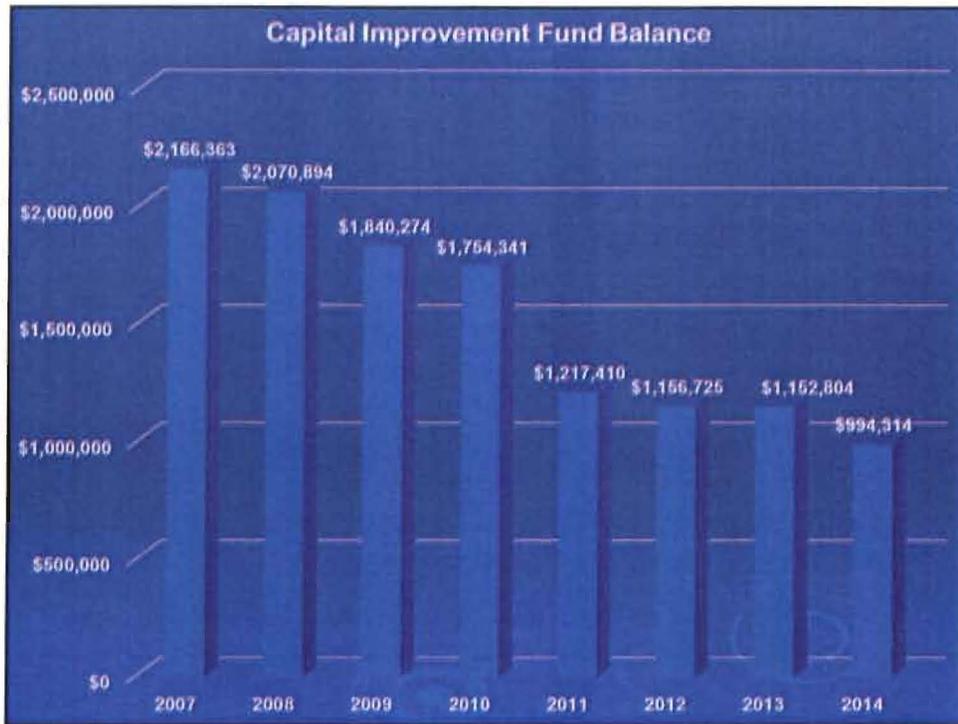












## Favorable Financial Factors

- All 50 funds finished year with positive fund balances
- Bond rating upgraded by S&P in 2014 from A+ to AA-
- Achieved Excellence in Financial Reporting Awarded - 14 years
- Child care institutional care costs moderated for 2014
- Veterans millage passed
- Revenue from housing other county prisoners under review
- General Fund balance within auditor recommended amount
- Change from defined benefit to defined contribution retirement
- May be new renewable energy standard soon

## Unfavorable Financial Factors

- 2014 revenue less than expenditures
- Overall revenue increase only 1.1%
- If not for wind GF revenue would have declined - 2013 to 2014
- Wind and state revenue sharing only significant increases
- Non-wind property tax revenue concerning - flat
- Wind revenue dependency too high - cannot be sustained
- Amount of wind revenue declines to 30% of original value in 7 to 10 years !
- County may not retain escrowed wind revenue funds
- EDC millage failed
- No known solution to fiscal issues

## Short Term Recommendations

- No new expenditures without other expenditure reduction or revenue increases
- Amend 2015 budget with new information from 2014
- Update 5-Year financial plan
  1. Determine how to reduce dependency on wind revenue
  2. Determine how to raise revenue to operate and meet capital needs
  3. Determine how much of financial issue to solve on the expenditure side of the budget



## Mike Hoagland

---

**From:** Clayton J. Johnson <CLAJOH@BraunKendrick.com>  
**Sent:** Friday, February 27, 2015 5:54 PM  
**To:** 'Mike Hoagland'  
**Cc:** Patrick Kaltenbach  
**Subject:** RE: Insurance Coverage Requirements to House Wayne County Prisoners in Tuscola County Jail

Hi Mike,

Overall, the proposed contract does appear to fairly allocate the responsibilities of the parties, and I do not see any provisions which unreasonably place undue liabilities with Tuscola County.

With regard to medical expenses, under the Agreement, Tuscola County would indeed be responsible for the expense of any medical, mental health, and dental services which are provided within the Jail, while the expense of any such services performed outside the Tuscola County Jail would be borne by Wayne County, so long as the County Sheriff obtains prior authorization from Wayne County Jail Medical Services for non-emergency treatment outside the jail.

Importantly, the Agreement also provides that:

- (i) Wayne County shall not transfer to Tuscola any detainees with known acute medical, surgical, or mental health conditions, nor those with known serious behavioral problems;
- (ii) The Tuscola County Sheriff may refuse to accept any detainee if he determines that it is not in Tuscola County's best interest; and
- (iii) The Tuscola County Sheriff may refuse and/or request the return of any detainee to Wayne County on the basis of a newly diagnosed acute medical, surgical, mental health, or behavioral problem.

Of note, Tuscola County would be responsible for liabilities, including any lawsuits brought by detainees, regardless of the merits of the case, which arise out of Tuscola County's performance of its obligations under this Agreement. Therefore, even if a claim brought against Tuscola County by a detainee transferred from Wayne County were baseless, it would be Tuscola County's obligation to defend it and to pay any resulting judgment.

One way to work to protect against this would be to modify the first and second paragraphs of Section 17 of the Agreement to state that Tuscola County would be liable for damages only to the extent that such losses are finally determined by a court to be the result of gross negligence on the part of Tuscola County. Any other damages would be the responsibility of Wayne County. I would be happy to prepare specific language to propose in this regard, if you like.

Thank you for the opportunity to review and provide feedback. Please feel free to let me know if you would like any further assistance or input from us in this matter.

Kind regards,

Clay



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**From:** Mike Hoagland [<mailto:mhoagland@tuscolacounty.org>]  
**Sent:** Tuesday, February 24, 2015 8:13 AM  
**To:** Clayton J. Johnson  
**Cc:** Lee Teschendorf  
**Subject:** RE: Insurance Coverage Requirements to House Wayne County Prisoners in Tuscola County Jail

Clayton

If you would read it just to make sure it is fair and reasonable and Tuscola is not assuming liability at a level that we should not accept.

If a Wayne prisoner has significant medical costs does Wayne reimburse Tuscola? This would be a situation where special needs occur that are not covered under our standard prisoner medical contract.

Mike

---

**From:** Clayton J. Johnson [<mailto:CLAJOH@BraunKendrick.com>]  
**Sent:** Monday, February 23, 2015 4:33 PM  
**To:** 'Mike Hoagland'  
**Cc:** Patrick Kaltenbach  
**Subject:** RE: Insurance Coverage Requirements to House Wayne County Prisoners in Tuscola County Jail

Hi Mike,

I hope things are going well for you. Are there any particular aspects of this proposed arrangement that you would like us to look into at this point?

Very best regards,

Clay



BRAUN KENDRICK

CLAYTON J. JOHNSON  
Attorney  
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Fax: 989.799.4666  
Email: [clajoh@braunkendrick.com](mailto:clajoh@braunkendrick.com)

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**From:** Mike Hoagland [<mailto:mhoagland@tuscolacounty.org>]  
**Sent:** Monday, February 23, 2015 4:14 PM  
**To:** Timothy J McClorey  
**Cc:** Lee Teschendorf; Clayette Zechmeister (Clayette Zechmeister); Dibble Erica; Clayton J. Johnson; [ctrisch@tuscolacounty.org](mailto:ctrisch@tuscolacounty.org); 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'  
**Subject:** Insurance Coverage Requirements to House Wayne County Prisoners in Tuscola County Jail

Tim

The County Sheriff is reviewing the potential of housing prisoners from Wayne County in the Tuscola County Jail. The Sheriff has requested that I forward for your review the attached contract which is used by Wayne County when housing their prisoners in other County Jails. Please review and determine if the county insurance coverages meet the minimum requirements as specified in the contract. Also, if we do not meet the requirements then explained what coverages have to be changed and the corresponding cost to make the changes.

Thank you.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE**  
**CHARTER COUNTY OF WAYNE**  
**THROUGH THE OFFICE OF THE SHERIFF**  
**AND THE**  
**COUNTY OF TUSCOLA**  
**ACTING ON BEHALF OF THE SHERIFF'S OFFICE OF TUSCOLA COUNTY**

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**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is between the **Charter County of Wayne, Michigan**, a body corporate and a Michigan charter county ("Wayne County"), and the **County of Tuscola**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as "Tuscola"), acting on behalf of the Sheriff's Office of Tuscola County, who has offices at \_\_\_\_\_ - \_\_\_\_\_, MI 4 \_\_\_\_\_ ("Tuscola County"); collectively referred to as the Parties (the "Parties").

## 1. RECITALS

- 1.1 Tuscola County through the Office of the Tuscola County Sheriff (the "Tuscola Sheriff") is legally authorized to operate the Tuscola County Jails (MCLA §§51.75, 801.1). The Tuscola Sheriff is experienced, qualified and staffed to provide detention services to jail inmates including the management and administrative services associated with the detention of jail inmates and, in fact, currently performs those duties consistent with Michigan law. The Tuscola Sheriff has experience in managing diverse prisoner populations. The Tuscola Sheriff currently has excess jail capacity. The Tuscola Sheriff is authorized to and may accept custody of, and lodge, convicted inmates in the county jail.
- 1.2 Wayne County through its Office of the Sheriff currently houses Detainees. Wayne County has requested that Tuscola County accept custody of and lodge certain Detainees on Wayne County's behalf. The Parties wish to establish terms under which Tuscola County will accept custody of and lodge such Detainees.
- 1.3 The Parties enter this Agreement pursuant to federal and state law, including Section 5 of Article III of the Michigan Constitution of 1963, and the Intergovernmental Contacts Between Municipal Corporations Act, being MCL §124.1 et seq.

## 2. DEFINED TERMS

The following terms have the following definitions in this Agreement:

**Cap:** The maximum number of Transferred Detainees that the Tuscola Sheriff agrees to house at any particular time. The Cap is initially set at 15 Detainees, but the Cap may be amended from time to time by agreement of the Parties. However, it is expressly understood and agreed that the Tuscola Sheriff shall have the unilateral authority to accept or refuse inmates on the basis of available bed space.

**Census:** The certified count by the Tuscola Sheriff of Transferred Detainees in Tuscola County's Custody at 12:01 a.m. on any day during the term of this Agreement. The daily Census shall be used to determine costs and quarterly reconciliation

**Detainee:** A person under the formal custody of the Wayne County Sheriff.

**Jail:** The Tuscola County Jail located at \_\_\_\_\_, MI 4\_\_\_\_\_.

**Transferred Detainee:** A Detainee who has been transferred to the custody of the Tuscola Sheriff pursuant to this Agreement.

**Wayne County Code:** The complete codification of the general and permanent ordinances of the County of Wayne, Michigan, copies of which can be found at the Purchasing Office, 500 Griswold 15<sup>th</sup> Floor, Detroit, MI 48226 or at municode.com.

## 3. TERM OF AGREEMENT

This Agreement shall begin when approved by Wayne County Commission and Tuscola County and signed by the Wayne County Chief Executive Officer and the Tuscola County Chairperson of the Board of Commissioners and Tuscola Sheriff. ("Effective Date"). The Agreement shall continue for two years from the Effective Date, unless terminated earlier under the provisions of this Agreement.

#### **4. TRANSFER AND ACCEPTANCE OF DETAINEES**

The Wayne County Sheriff shall determine the number of Detainees to transfer to the custody of the Sheriff, subject to the Cap. However, it is expressly understood and agreed that the Tuscola Sheriff shall have the unilateral authority to accept or refuse inmates on the basis of available bed space. Tuscola County and the Tuscola Sheriff otherwise agree to accept all Detainees transferred to Tuscola County unless one or more of the following conditions exists:

- A. The Cap has been met or exceeded;
- B. The Tuscola County Jail is at or over its rated capacity;
- C. The Tuscola County Jail is or becomes uninhabitable due to riot, natural disaster, fire, overcrowding, or other factors beyond the Tuscola Sheriff's control.
- D. A Transferred Detainee cannot demonstrate that he/she is oriented to time, place and circumstances and/or is not capable of executing the necessary forms indicating whether he/she has any physical injury requiring attention or mental health problems that need to be addressed.
- E. A Transferred Detainee appears to be in need of acute or urgent medical care;
- F. A Transferred Detainee demonstrates a serious behavioral problem.
- G. Wayne County fails to provide the required paperwork to the Tuscola Sheriff;
- H. Based upon the opinion of the Tuscola Sheriff, it is not in Tuscola County's best interest to accept the Detainee; said decision shall be memorialized in writing.

#### **5. LODGING OF TRANSFERRED DETAINEES AND COMPLIANCE WITH LAW.**

Transferred Detainees shall be kept in the Sheriff's custody, in the Jail. The Sheriff shall follow all laws and regulations relating to the custody, care, supervision and protection of jail inmates, including but not limited to Michigan Administrative Rules for Jails and Lock-Ups (R791.701-R791.738). Tuscola County shall comply with the Prison Rape Elimination Act (Pub.L. 108-79, Sept. 4, 2003; 42 USCA §15601) and the PREA standards in 28 CFR Part 115).

The Sheriff shall provide LEIN, phone and fax capabilities 24-hours per day, 7-days per week to enable Wayne County to contact the Sheriff without delay on status changes of any Transferred Detainee for the duration of this Agreement.

Among other things, the Sheriff undertakes the following obligations with regard to the Transferred Inmates:

- A. Intake— physical and mental health status review and preliminary assessment;
- B. Mandated state testing;
- C. Voluntary testing (e.g. HIV);
- D. Lodging;
- E. Food;
- F. Security;

- G. Additional review for warrants, positive identification, LEIN;
- H. Medical, mental health, and dental care, as set out herein.

**6. INSPECTION.**

The Wayne County Sheriff shall have the right to inspect the Jail during all regular hours of operation.

**7. TRANSPORTATION AND RETURN OF TRANSFERRED DETAINEES.**

The Wayne County Sheriff shall transport all prisoners to be housed at the Jail to the Jail, and shall turn over the Transferred Detainees to the custody of the Tuscola Sheriff or his designee. The Wayne County Sheriff may require that a Transferred Detainee be returned to Wayne County at any time, and must return a Transferred Detainee to Wayne County on or before the Transferred Detainee's release date. Wayne County shall transport all Transferred Detainees being returned to Wayne County at its expense. The Wayne County Sheriff shall furnish the Tuscola Sheriff with an appropriate transfer order as a legal basis for holding a prisoner at the Jail on behalf of Wayne County. Upon return of a Transferred Detainee to Wayne County, the Tuscola Sheriff shall provide the Wayne County Sheriff with a copy of the Transferred Detainee's medical records.

**8. MEDICAL, DENTAL AND MENTAL HEALTH SERVICES**

Wayne County shall not transfer to the Jail Detainees with known acute medical, surgical, or mental health conditions, or Detainees with known serious behavioral problems. The Tuscola Sheriff reserves the right to refuse and/or request the return of any prisoner to Wayne on the basis of a newly diagnosed acute medical or surgical problem, serious mental health problem or serious behavioral problem.

The Sheriff shall provide Transferred Detainees with the same level of medical, mental health, and dental services inside the Tuscola County Jail as are provided to Tuscola County prisoners, at Tuscola County's cost. Wayne County shall pay for all medical, dental and mental health services performed outside the Tuscola County Jail. Prior to Transferred Detainees receiving such outside services, the Tuscola Sheriff shall notify and receive authorization from Wayne County Jail Medical Services in non-emergent cases. In the event that emergency medical, dental or mental health services are required, the Tuscola Sheriff may obtain such services immediately, without prior authorization, and Wayne County shall pay for such outside services.

**9. DEATH OF TRANSFERRED DETAINEE.**

If a Transferred Detainee dies while in the custody of the Tuscola Sheriff, the Tuscola Sheriff shall immediately notify the Wayne County Sheriff, and shall provide the Wayne County Sheriff with copies of all investigative and/or medical reports concerning the cause or circumstances of death. If the cause of death of the Transferred Detainee is natural, then Wayne County shall be responsible for the disposition of the Transferred Detainee's remains and any costs thereof. If the death of the Transferred Inmate is from unnatural causes, then Tuscola County shall be responsible for all costs relating to the death of the Transferred Detainee.

**10. PER DIEM**

Except as set out in paragraphs 11 and 12, below, in consideration for Programs and Services set forth in this Agreement, Wayne County shall pay Tuscola County a per diem rate of \$ 30.00 per day for each Transferred Detainee, as set out in the Census.

**11. BILLING, RECONCILIATION, AND PAYMENT**

Each month, Tuscola County shall submit an invoice, a certified copy of each day's census, and an itemized list of outside medical expenses, to Wayne County for payment. Wayne County shall process such invoice in accordance with its procedure for payment for accounts. In the event that any invoice is disputed, the Parties shall work together in good faith to promptly resolve the dispute.

## **12. COUNTY JAIL REIMBURSEMENT PROGRAM**

Where Tuscola County is eligible for reimbursement from the State of Michigan under the County Jail Reimbursement Program (MCL 769.35) for housing a Transferred Detainee(s), Wayne County shall on behalf of Tuscola County submit an invoice to the State of Michigan for reimbursement to Tuscola County. Where Tuscola County's reimbursement from the State of Michigan under the Jail Reimbursement Program is the same as or exceeds the per diem rate charged to Wayne County, Wayne County shall not be required to make the per diem payment set out in Paragraph 10 of this Agreement to Tuscola County for such Transferred Detainee(s), and Tuscola County will not invoice Wayne County for housing said Transferred Detainee(s). Any excess per diem shall be used to offset any balance due from Wayne County. Nothing in this paragraph 12 shall modify Wayne County's obligation to pay for medical, dental or mental health care, as set out in paragraph 8 of this Agreement.

## **13. TERMINATION**

The Parties agree that if there is a material breach of this Agreement by Wayne County or Tuscola County prior to its expiration or termination, the party not in breach will have the right, but not the obligation, to terminate this Agreement upon 7 calendar days' prior written notice. Material breach is the breach of an essential component of this Agreement and includes, but is not limited to, the failure of either Party to deliver the services or make timely and complete payments as identified in this Agreement.

Notice of termination for a material breach of this Agreement shall occur by certified letter or email with a confirmed read receipt from authorized representatives of Wayne County or Tuscola County identifying the material breach and providing no less than 7 calendar days notice of termination from the date of the notice. Notice shall be sent to the individuals identified in the Notice section of this Agreement and shall identify the exact date of Termination. The parties agree to hold good faith discussions of the asserted material breach and the potential for a cure of such breach. The noticed party shall have the notice period to cure the breach, but if unable to cure the breach within that time the initial notice date shall control for termination. The non-breaching party, in its sole discretion, may extend the deadline for cure or termination.

Either Party may terminate this Agreement without cause upon 30 calendar days written notice to the individuals identified in the Notice Section of this Agreement; the notice shall identify the exact date of Termination.

Tuscola County acknowledges the right of the Wayne County Commission to terminate the Agreement by a two-thirds vote, under circumstances in which the County's Chief Executive Officer is required by the Michigan Standards of Conduct and Ethics Act, MCLA §5.341 et seq., to recuse himself or herself from acting on a contract, to terminate this agreement for (a) an egregious breach of the terms and conditions hereof or (b) a violation of the ethics and anti-kickback provisions of Article 12 of Chapter 120 of the Wayne County Code.

## **14. ADDITIONAL DATA TO BE FURNISHED BY WAYNE COUNTY**

Wayne County shall take all reasonable steps to confirm the identity of Transferred Detainees and will accurately and completely present this information to the Tuscola Sheriff.

Upon request by either Party, the Parties shall meet and confer to ensure that the appropriate protocols are developed and necessary documents are timely transferred. The Parties agree to schedule conferences at mutually convenient times with key administrative personnel to determine if additional information is required before admission to the Tuscola County Jail.

## **15. RELATIONSHIP OF PARTIES**

The parties are independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor.

## **16. INSURANCE**

Tuscola County, at its expense, must maintain during the term of this Contract the following insurance: Comprehensive General Liability Insurance, including Contractual Liability, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both bodily injury and property damage. Workers' Compensation Insurance which meets Michigan statutory requirements and Employer's Liability Insurance with minimum limits of \$500,000. Business Automobile Liability (owned, non-owned, and leased vehicles) with minimum combined single limits of One Million Dollars (\$1,000,000). Excess or Umbrella Liability insurance with a minimum of \$15,000,000 per occurrence, \$15,000,000 aggregate which provides coverage over the commercial general liability, business automobile liability and employer's liability.

All such Insurance shall be from a carrier and be in a manner acceptable to Wayne County; all policies submitted by Tuscola County will be provided to the Wayne County Risk Management Director or her designee for review and a determination of acceptability.

Tuscola County's insurance policies must name Wayne County as an additional insured and loss payee, and must not be canceled or materially changed without at least 30 days prior notice from Tuscola County to Wayne County during the term of this Agreement.

Tuscola County must submit certificates evidencing all required insurance to the Risk Management Division at the time Tuscola County executes the Contract, and at least 15 days prior to the expiration dates of expiring policies.

## **17. LIABILITY**

All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of Wayne County under this Agreement are the responsibility of Wayne County, and not the responsibility of Tuscola County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of Wayne County, its subcontractor, or its agent or employee.

All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of Tuscola County under this Agreement are the responsibility of Tuscola County and not the responsibility of Wayne County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of Tuscola County, its subcontractor, or its agent or employee.

If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, or damage must be borne by parties in relation to each party's responsibilities under these joint activities.

This Section 17 is not to be construed as a waiver of any governmental immunity by either Party, its agencies, or employees, has as provided by statute or modified by court decisions.

#### 18. NONDISCRIMINATION PRACTICES

Neither party shall engage in any discriminatory practices; both parties agree to abide by all applicable laws, rules and regulations protecting individual rights, including but not limited to the following:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. "2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. '6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. '794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. '12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220).
- F. The Equal Contracting Opportunity Ordinance of the County of Wayne, No. 93-738.

#### 19. NOTICES

All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

**If to Tuscola County:**

Sheriff Lee Teschendorf

\_\_\_\_\_, MI 4\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**If to Wayne County:**

Chief Jeriel Heard  
Wayne County Sheriff  
4747 Woodward Avenue  
Detroit, Michigan 48201  
Telephone: 313-213-0482  
Email: [jheard@waynecounty.com](mailto:jheard@waynecounty.com)

With a copy to:

Ursula Henry  
[uhenry@waynecounty.com](mailto:uhenry@waynecounty.com)

All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested or via email

Each party warrants that the person signing this Agreement is authorized to do so on behalf its principal and is empowered to bind its principal to this Agreement.

This Agreement is effective only upon review and approval by the Wayne County Commission, the Wayne County Chief Executive Officer or his designate, and the Tuscola County Board of Commissioners.

**23. SIGNATURE**

Wayne County and Tuscola County, by their authorized officers and representatives have executed this Agreement as of the date indicated below.

**COUNTY OF TUSCOLA**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman Date \_\_\_\_\_  
County Board of Commissioners

By: \_\_\_\_\_  
Lee Teschendorf Date \_\_\_\_\_  
Its: Sheriff

**COUNTY OF WAYNE**

By: \_\_\_\_\_  
Warren C. Evans Date \_\_\_\_\_  
Its: County Executive

By: \_\_\_\_\_  
Benny N. Napoleon Date \_\_\_\_\_  
Its: Sheriff

APPROVED AS TO FORM

\_\_\_\_\_  
Department of Corporation Counsel



At a \_\_\_\_\_ meeting of the Board of Commissioners of the County of Tuscola, Michigan, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_ m., Eastern Standard Time, in the Tuscola County Commissioner's Room in Caro, Michigan, there were:

Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**RESOLUTION AUTHORIZING INVESTMENT OF COUNTY FUNDS  
AND APPROVING COUNTY INVESTMENT POLICY**

WHEREAS, pursuant to the provisions of Act 20 of the Public Acts of Michigan of 1943, as amended, may authorize the County Treasurer to invest County funds in certain investments; and

WHEREAS, this Board wished to authorize such investments as permitted by Act 20; and

WHEREAS, Section 5 of Act 20 requires this Board of Commissioners in conjunction with the County Treasurer to adopt an investment policy which complies with the provisions of Act 20; and

WHEREAS, THE County Treasurer has submitted a proposed Investment Policy which complies with provisions of Act 20.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF TUSCOLA as follows:

1. The County Treasurer is authorized to invest funds of the County of Tuscola in investments authorized by Act 20.
2. The Investment Policy attached hereto as Appendix 1 is approved and shall take effect on \_\_\_\_\_, 2015.
3. Before executing an order to purchase or trade the funds of the County of Tuscola, a financial intermediary, broker or dealer shall be provided with a copy of the County's Investment Policy and agree to comply with the terms of the Investment Policy regarding the buying or selling of securities by executing the form attached as Appendix 2.



# **TUSCOLA COUNTY INVESTMENT POLICY**

To Comply With Act 20 PA 1943, as amended

## **1. PURPOSE:**

It is the policy of the County of Tuscola to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the County and comply with all state statutes governing the investment of public funds.

## **2. SCOPE:**

This investment policy applies to all transactions involving the financial assets and related activity of the County. These assets are accounted for in various funds of the County and include the General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds (unless bond ordinances and resolutions are more restrictive). Enterprise Funds, Internal Service Funds, Special Assessment Funds, Trust and Agency Funds and any new fund established by the County, unless specifically exempted by the governing body.

## **3. OBJECTIVES:**

Funds of the County will be invested in accordance with Michigan Public Act 20 of the Public Acts of 1943, as amended. The primary objectives, in priority, of the County's Investment activities shall be:

**3.1 SAFETY:** Safety of principal is the foremost objective of the investment program.

Investment shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

**3.2 LIQUIDITY:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

**3.3 RETURN ON INVESTMENT:** The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

## **4. DELEGATION OF AUTHORITY:**

Authority to manage the investment program is derived from MCL 48.40 requiring the County Treasurer to be the custodian of the County's funds. Management responsibility for the investment program is hereby delegated to the Tuscola County Treasurer who shall establish procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in the investment transaction except under the terms of this policy and the procedures established by the Tuscola County Treasurer. The Tuscola County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

5. AUTHORIZED INSTRUMENTS:

The Tuscola County Treasurer is limited to investments authorized by Act 20 of 1943, as Amended, and may invest in the following:

- (a) Bonds, securities, and other obligation of the United States or agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, deposit accounts, or depository of a financial institution, but only if the financial institution is eligible to be a depository of funds belonging to the State under a law or rule of this State or the United States.
- (c) Commercial paper rated at the time of purchase at the highest classification established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Repurchase agreements consisting of instruments listed in subdivision (a) Section 1, of MCL 129.91
- (e) Bankers' acceptances of United States banks
- (f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than 1 standard rating service.
- (g) Obligations described in subdivisions (a) through (g), if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (h) Investment pools organized under the surplus funds investment pool act, 1982 PA 367. MCL 129.111 to 129.118
- (i) Investment pools organized under the local government invest pool act, 1985 PA 121, MCL 129.141 to 129.150.

6. SAFEKEEPING AND CUSTODY:

All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Tuscola County Treasurer may be on a cash basis or a delivery vs payment basis as determined by the County Treasurer. Securities may be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts as determined by the Treasurer.

7. PRUDENCE:

Investments shall be made with judgment and care, under circumstances than prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

8. REPORTS:

Annually, the Treasurer shall prepare a written report to the governing body concerning the investments of the funds



## Mike Hoagland

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**From:** Renee Francisco <renee@tuscolacounty.org>  
**Sent:** Monday, March 02, 2015 3:47 PM  
**To:** Akron Township Clerk; Akron Township Supervisor; Akron Township Treasurer; Akron Village Office; Akron Village Trustee; Akron Village Trustee; Akron Village Zoning Board; Almer Township Treasurer; Almer Township Trustee - Putnam; Almer Township Trustee - Reavey; Almer Township Trustee - Schriber; Arbela Township Clerk; Cass City Village Clerk/Treasurer; Christine Trisch; City of Caro Clerk; City of Caro Manager; City of Caro Mayor; City of Vassar Clerk; City of Vassar Manager; City of Vassar Mayor; City of Vassar Treasurer; Columbia Township Clerk; Columbia Township Supervisor; Craig Kirkpatrick; Dayton Township Clerk; Denmark Township Clerk; Elkland Township Clerk; Elkland Township Treasurer; Ellington Township Clerk; Ellington Township Supervisor; Elmwood Township Clerk; Elmwood Township Supervisor; Fairgrove Township Clerk; Fairgrove Township Supervisor; Fairgrove Township Treasurer; Fairgrove Village Clerk; Fremont Township Clerk; Fremont Township Supervisor; Fremont Township Treasurer; Fremont Township Trustee; Gilford Township; Gilford Township Treasurer; Indianfields Township Clerk; Indianfields Township Supervisor; Juniata Township; Kingston Township Clerk; Kingston Township Supervisor; Kingston Village Clerk; Koylton Township Clerk; Koylton Township Treasurer; Koylton Township Trustee; Koylton Township Trustee; Koylton Twp Planning Comm.; Matt Bierlein; Mayville Village Clerk; Mike Hoagland; Millington Township Secretary; Millington Township Supervisor; Millington Village Clerk; Novesta Township Clerk; Roger Allen; Thomas Bardwell; Tuscola Township Clerk; Tuscola Township Supervisor; Unionville Village Clerk; Vassar Township Clerk; Vassar Township Supervisor; Village of Reese Clerk; Village of Reese Manager; Village of Reese President; Village of Reese Treasurer; Watertown Township Clerk; Watertown Township Supervisor; Watertown Township Treasurer; Wells Township Clerk; Wells Township Supervisor; Wells Township Treasurer; Wisner Township Clerk; Wisner Township Supervisor  
**Cc:** Mike Miller  
**Subject:** Fwd: 2015 Scrap Tire requests  
**Attachments:** Tire Agreement 2015.doc

Good Afternoon,

Attached is the 2015 Tire Collection Site Agreement with Tuscola County. If you would like to participate, please complete the agreement and return it to Mike Miller by postal or e-mail **no later than April 1st, 2015**.

If returning by postal mail please send it to: Tuscola County  
Attn: Mike Miller  
125 W Lincoln Street  
Caro MI 48723

If returning by e-mail - please send it to Mike at [mmiller@tuscolacounty.org](mailto:mmiller@tuscolacounty.org)

Thanks.

Renee Francisco  
Administrative Assistant  
Controller's Office

# Tuscola County Tire Collection Site Agreement 2015

## Background

Tuscola County desires to provide semi trailers to municipalities for the collection of scrap tires. A maximum of 15 semi trailers will be provided by the county per year. By providing trailers throughout the county the number of scrap tires can be reduced which will help to reduce tires as a significant breeding ground for mosquitoes.

The term of this agreement shall commence for one collection date to be determined by the municipality. This contract provides for the one time collection of scrap tires at the municipality's determined location.

Therefore, the parties agree as follows:

### I Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

**A. "Collection Site(s)"** shall mean only those collection sites described on Attachment A hereto and such other sites which may from time to time be designated by the parties hereto to be used for the collection of scrap tires. Such sites are herein referred to as "Collection Sites".

**B. "Scrap Tires"** shall include the following materials:

- Bicycle tires
- Lawn & yard implement tires
- Motorcycle & ATV tires
- Automobile and light truck tires
- Semi tires
- Tractor tires

### II Scope of Services.

#### **A. Staffed Scrap Tire Collection Site Stations**

**1. Collection sites.** It is the responsibility of the municipality to inform the County Recycling Coordinator (Mike Miller – 989-672-1673) of the exact location, date and times of when residents will be able to bring tires to the collection site. This must be done a minimum of 2 weeks prior to the planned collection date. This information will enable the scheduling of the semi-trailer delivery by the County Recycling Coordinator with CM Rubber in Coleman MI.

**2. Staffing.** The municipality hosting a trailer will provide sufficient personnel during the collection site's hours of operation. The personnel may be paid employees or approved volunteers of the municipality. Payment for staffing costs is the responsibility of the municipality.

**3. Hours of operation.** The collection site will be open one day per State of Michigan regulations. The collection site must be open at least four hours per day of site operation.

**4. Materials Collected.** For the purpose of this agreement, the scrap tires required to be collected by the municipality at the collection site station shall include any and all scrap tires that

the staff on site can load by hand. It will be up to the municipality to determine if oversized tires can be safely loaded into the trailer. No tires can remain on site at the end of the collection day.

**5. Quality Control and Contamination.** The municipality is responsible for loading tires, and tires only, onto the trailer. No tires can be accepted if they are attached to an axel. Tires should be free of mud, water and debris.

**6. Volume Limits.** Residents are limited to bringing seven (7) tires per vehicle. **No business or commercial tires can be accepted at these collection events.** Any Tuscola County resident may use the collection site. **Proof of residency in Tuscola County is required and verification of such must be completed by municipality staff or volunteers.**

**7. Payment for Collection.** Tuscola County will only pay for one semi trailer per collection event. Payment will be made from the Mosquito Abatement Millage Fund. The municipality will be responsible for any additional costs beyond the single scrap tire collection semi trailer. The municipality will be responsible for turning residents away if the trailer becomes filled before the end of the collection time. Again, no tires may remain on site after the designated collection date per State of Michigan regulations.

### **III Transport, Processing and Contaminated Materials**

#### **A. Transportation of Materials.**

CM Rubber will provide transportation of the trailer to and from the collection site to their processing centers at no additional cost to the municipality.

#### **B. Processing.**

CM Rubber will provide on going processing, marketing, storage and shipping of all scrap tires collected from the collection sites.

### **IV Term and Termination.**

#### **A. Term.**

The term of this Agreement shall be through December 31, 2015 unless terminated in accordance with Paragraph B below.

#### **B. Termination.**

**1. Termination without Cause.** This Agreement may be terminated without cause by either party upon written notice of election to terminate delivered to the other party prior to the scheduled delivery of the semi trailer.

### **V- Responsibility and Reporting.**

#### **A. Maintenance.**

It will be the responsibility of the municipality to determine an easily accessible location for the collection site. The municipality must maintain the site by clean up and snow removal when needed. Any trash or unacceptable material left at the collection site will be the responsibility of the municipality to dispose of properly.

#### **B. Trailers.**

The municipality is responsible for the protection and care of the trailer while at the collection site. Maintenance and repair of the trailers will be the responsibility of CM Rubber.

**C. Promotion Material.**

Each municipality is required to promote to the best of their ability the scrap tire collection. The Tuscola County Recycling Facility and Tuscola County Mosquito Abatement program will also help promote scrap tire collection through the use of local media, flyers and brochures. Each collection site will be open to any and all Tuscola County residents. Each municipality must provide a contact person and phone number to help answer calls from residents.

**D. Training/Education**

Municipalities may contact Tuscola County Recycling for advice on how to properly load the scrap tire collection trailer. Municipalities are encouraged to visit the Tuscola County Recycling Center to observe and tour their year round tire collection program.

**E. Liability**

The municipality shall have appropriate insurance for injuries or accidents or other liability that may occur at the collection site. The County is not liable for claims that may occur as a result of this program.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

County of Tuscola:

\_\_\_\_\_  
Mike Miller  
Recycling Coordinator

Municipality Supervisor

\_\_\_\_\_

\_\_\_\_\_  
Title

Date \_\_\_\_\_

F



**TUSCOLA COUNTY MOSQUITO ABATEMENT**

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
*Kimberly Green, Director*

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To: Tuscola County Board of Commissioners  
Michael Hoagland: Controller/Administrator

From: Kimberly Green: Director

Date: March 2, 2015

RE: 2015 Seasonal Mosquito Abatement Staff

We are requesting permission to hire our 2015 seasonal employees. A list of the names are attached.

Thank you

Respectfully,

Kimberly Green, Director

**RETURNING EMPLOYEES**

<b>LAST NAME</b>	<b>FIRST NAME</b>
ADAMCZYK	JOHN
BAUER	KIRK
BURCHAM	ROBERT
COLOPY	RICHARD
CYPHER	MATTHEW
DOWNING	MATTHEW
EDGLEY	JEFF
FRITZ	KURT
GARNSEY	LEE
GOHS	DONALD
GREER	GAVIN
HILDNER	ADAM
LANGENBERG	LARRY
MORELY	TERRY
MYERS	RICHARD
OWENSBY	WILLIAM
OZBAT	LISA
PEET	MIKE
PERKINS	THOMAS
RANEY	RENEE
SARGENT	GARY
SEELYE	MARK
SHARKO	THOMAS
SHERMAN	MICHAEL
SWACKHAMER	WARREN
TERBUSH	LEONARD
WEBSTER	PATRICK
ZAPFE	LARRY
<b>NEW HIRES</b>	
CLARK	JACK
HAGG	BRIAN
LESTER	RICHARD
LICH	DAVID
MITCHELL	JILL
RUPPEL	CHADWICK
SCHULTZ	NICHOLAS
YOUNG	DOUGLAS

G



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
**Kimberly Green, Director**

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To: Tuscola County Board of Commissioners  
Michael Hoagland – County Controller/Administrator

From: Kimberly Green, Director

Date: March 2, 2015

Re: Request to purchase control materials for 2015 mosquito season

On January 14<sup>th</sup> 2015 sealed bids for insecticide materials were opened at the Midland County Board of Commissioners Finance Committee meeting. After review of these bids, we are requesting permission to purchase the following materials.

- Kontrol 4-4 (ULV permethrin) 4,400 gallons
- BTI Granular 12,800 lbs.
- BTI Liquid 450 gallons
- BVA 2 (larvicide oil) 330 gallons

These purchases total \$89,866.10 and will be deducted from the 2015 Mosquito Abatement budget from account 240-620-750-000, Abatement Materials.

This purchase was anticipated, and sufficient funds allocated to this account.

Thank you

Respectfully,

Kimberly Green, Director

**Midland, Bay & Tuscola County Mosquito Control Agencies  
2015 INSECTICIDE BID SUMMARY**

Material	Amount		Vendor - Unit Price (pound, gallon, case)						
	B	Bay	Adapco	All Pro Vector	Clarke	JC Ehrlich	Univar USA	Valent Biosci.	Residex
	M	Midland							
T	Tuscola								
A. Abate 5%PG	B	1,408 lb.	N.B.	N.B.	\$15.50 4	\$6.24 2	N.B.	N.B.	N.B.
B. Temephos 4E	M	25 gal.	N.B.	\$183.77	\$195.00 4	\$205.66	N.B.	N.B.	N.B.
C. Larvicide Oil	Brand		BVA -2		Coco Bear	BVA-2	Kontrol		
	M	3,025 gal.	\$7.94	N.B.	\$17.24 4	\$7.90	\$8.57	N.B.	N.B.
	T	330 gal.	\$7.94	N.B.	\$18.01 4	\$8.39	\$8.79	N.B.	N.B.
D. Altosid Pellets	M	968 lb.	\$25.55 5,6	N.B.	\$25.55 5,6	N.B.	\$25.55 5,6	N.B.	N.B.
E. Altosid XR Briq	M	2 case	\$697.40 5,6	N.B.	\$697.40 5,6	N.B.	\$697.40 5,6	N.B.	N.B.
F. Mosquiron	M	25 lb.	N.B.	N.B.	N.B.	N.B.	N.B.	N.B.	N.B.
G. ULV Permethrin	Brand		Pursuit 4-4	Evolver 4-4	Biomist 4+4	Perm-X 4-4	Kontrol 4-4		Perm-X 4-4
	B	2,200 gal.	\$13.39	\$11.87	\$17.90	\$15.45	\$13.00	N.B.	\$20.07
	M	4,400 gal.	\$13.39	\$11.87	\$17.90	\$15.45	\$13.00	N.B.	\$20.07
	T	4,400 gal.	\$13.39	\$11.87	\$17.90	\$15.45	\$13.00	N.B.	\$20.07
H. Zenivex E4	M	20 gal.	\$80.75 5,6	N.B.	N.B.	N.B.	\$80.75 5,6	N.B.	N.B.
I. BTI Liquid	M	3,900 gal.	\$26.28	N.B.	N.B.	N.B.	N.B.	\$26.15 3	N.B.
	T	450 gal.	\$26.78	N.B.	N.B.	N.B.	N.B.	\$26.15 3	N.B.
J. Bti Briquettes	B	10 case	\$68.66	N.B.	\$80.00	N.B.	\$70.00	N.B.	N.B.
K. Natular XRT	B	12 case	N.B.	N.B.	\$915.13 4	N.B.	\$697.40 1,5,6	N.B.	N.B.

**notes:**

1 Alternate Bid offered: Altosid XR Ingot briquettes, 220/case

2 Alternate Bid offered: Provect 5G, 40-lb bags

3 2016 & 2017 pricing offered:

2016 - \$26.67/gal, 2017 - \$27.20/gal.

4 5% discount offered for Natular, Abate & Coco Bear purchase by Feb. 28, delivery by March 31

5 7.5 % rebate for Altosid & Zenivex purchased between Feb 1 and Mar 31, 2015 (\$9,000 min.)

6 2% rebate on \$20,000 - \$50,000 purchase of Altosid & Zenivex

(H)



**TUSCOLA**  
*Behavioral Health Systems*

February 26, 2015

Tuscola County Board of Commissioners  
125 West Lincoln, Suite 500  
Caro, MI 48723

Dear Commissioners,

As you are aware, the current terms of several members of the Tuscola Behavioral Health Systems Board of Directors will be expiring as of March 31, 2015. Current contact information is enclosed.

At its regularly scheduled Board Meeting of January 22, 2015, the Tuscola Behavioral Health Systems Board of Directors unanimously resolved, to recommend to the Tuscola County Board of Commissioners, the re-appointments of Mr. Raymond Bates, Ms. Marianne Harrington, Ms. Brenda Ryan, and Ms. Christine Trisch to our Board of Directors for a three year term.

As always, we appreciate your strong support of our efforts and thank you in advance for your consideration of these recommendations.

Sincerely,

Sharon Beals  
Chief Executive Officer

Karen Snider  
Board Chairperson

SB/KS/clm

Enclosure



**TUSCOLA**

*Behavioral Health Systems*

*A Michigan Community Mental Health Authority*

**RECOMMENDED RE-APPOINTMENTS FOR  
TUSCOLA BEHAVIORAL HEALTH SYSTEMS  
BOARD OF DIRECTORS**

Raymond Bates  
218 West Congress Street  
Caro, MI 48723

989.673.2315 Home  
989.550.2180 Cell  
rj.lr.bates@gmail.com

Marianne Harrington  
8725 State Road, Apt. A2  
Millington, MI 48746

989.871.2881 Home  
mariharrington59@gmail.com

Brenda Ryan  
4265 Beach Street, PO Box 53  
Akron, MI 48701

989.691.5300 Home  
brendaryan5300@yahoo.com

Christine Trisch  
2150 Mertz Road  
Caro, MI 48723

989.325.2658 Home  
989.672.4011 Fax  
ctrisch@tuscolacounty.org

Tuscola County Victim Services

Policy/ TITLE VI COMPLIANCE-Federal "Title VI/Nondiscrimination" Protections

Tuscola County Victim Services (TCVS) operates its programs, services, and activities in compliance with federal nondiscrimination laws including Title VI of the Civil Rights Act of 1964 (Title VI), the Civil Rights Restoration Act of 1987, and related statutes and regulations. TCVS staff ensures nondiscrimination on this project, and in all of its programs, services, or activities, including employment, training, promotion and retention.

Title VI of the Civil Rights Act of 1964 prohibits discrimination in federally assisted programs and requires that no person in the United States of America shall, on the grounds of race, color, national origin (including limited English proficiency), sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.

All program employees, service or program participants, employment applicants, or general public should receive notice and/or be informed of these rights. TCVS will hang visible postings of NOTICE OF NONDISCRIMINATION RIGHTS AND PROTECTIONS. Any person who believes that they have been excluded from, denied the benefits of, or been subjected to discrimination should be informed of where to submit their complaint/grievance.

Retaliation against anyone for making a complaint, acting as a witness, or participating in an investigation, is illegal under federal and state anti-discrimination laws. Retaliation shall be investigated as a separate complaint, and if a violation is substantiated, corrective action will be taken and may include discipline up to and including discharge, or other appropriate remedy.



## TUSCOLA COUNTY VICTIM SERVICES

### TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

### NOTICE OF NONDISCRIMINATION RIGHTS AND PROTECTIONS TO BENEFICIARIES Federal “Title VI/Nondiscrimination” Protections

Title VI of the Civil Rights Act of 1964 prohibits discrimination in federally assisted programs and requires that no person in the United States of America shall, on the grounds of race, color, national origin (including limited English proficiency), sex, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance. Any person who believes that they have been excluded from, denied the benefits of, or been subjected to discrimination may file a written complaint with:

Tuscola County: Erica Dibble, Human Resource Coordinator, 125 Lincoln St., Caro, Mi 48723 (989) 672-3705

**Lansing Executive Office** : Capitol Tower Building 110 W. Michigan Ave., Suite 800, Lansing, MI 48933  
Phone: 517-335-3165 Fax: 517-241-0546 TTY: 517-241-1965 Email: [MDCR-INFO@michigan.gov](mailto:MDCR-INFO@michigan.gov)

Attn: Civil Rights Unit Chief, Civil Division United States Attorney’s Office Eastern District of Michigan 211 W. Fort Street - Suite 2001 Detroit, Michigan 48226 (313) 226-9151

Office for Civil Rights, DHHS 233 N. Michigan Ave. - Suite 240 Chicago, IL 60601 (312) 886-2359; (312) 353-5693 (TDD) (312) 886-1807 FAX

Federal and State law requires complaints be filed within one-hundred eighty (180) calendar days of the last alleged incident. If you could not reasonably be expected to know the act was discriminatory within the 180 day period, you have 60 days after you became aware to file your complaint. Retaliation against anyone for making a complaint, acting as a witness, or participating in an investigation is illegal under federal and state anti-discrimination laws. Retaliation shall be investigated as a separate complaint, and if a violation is substantiated, corrective action will be taken and may include discipline up to and including discharge, or other appropriate remedy.

420 Court St  
Caro, MI 48723

Phone: 989-673-8161 ext. 2241  
Fax: 989-673-8164  
Email: [tcvs@tuscolacounty.org](mailto:tcvs@tuscolacounty.org)

J

# 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:

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

First Name\*  Middle Initial\*  Last Name\*

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

If yes, provide names and explain:

Home Address  City  Zip

Township  County

Employer Name:

Employer Address  City  Zip

Position Title

Work Number\*  Home Number\*  Cell Number   
(10 digit) (10 digit) (10 digit)

Email fireman48741@gmail.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):

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

I have worked on my family farm since I have graduated from High School since 1993. I am a paid on call firefighter for Kingston. I have been on the Kingston Fire Department and also a Medical First Responder for 7 years.

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

What special skills could you bring to this position?

I know about preserving agriculture. I can read and comprehend good. I know how to make the best out of most situations.

Previous government appointments:

None

Please provide us with the names of your:

State Senator

State Representative

County Commissioner

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

Political Affiliation

Military Service

Spouse or Partner's Name

**CONSENT AND CERTIFICATION**

I, (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

## **Albert W. Pearsall III**

3649 E. Sanilac Rd.

Caro, MI. 48723

Home 989-683-2857

Cell 989-325-0322

[Fireman48741@gmail.com](mailto:Fireman48741@gmail.com)

### **Professional Profile**

Farmer with parents for 22 years in Wells Township, Tuscola County.

Firefighter with Kingston Fire/ Rescue for 7 years.

### **Qualification**

- Computer proficient
- Attentive
- Courteous
- Quick learner
- Good listener

### **Relevant Experience**

I have good experience working with co-workers. Being a firefighter we much work together as a team to get the best outcome that we can provide to our community. I have been at automobile accidents, house fires and medical emergencies and I have remained calm and cool and provided the best service to those in need.

### **Experience**

Farmer since April 1993 to current

Firefighter since December 2008 to current with Kingston Fire Department

Single Parent of a 3 year old son.

I have been a resident of Tuscola County for 40 years. I have toured the ethanol plant in Caro along with other companies like TI Automotive in Caro. I have stayed up to date on current

events like wind turbines. I have seen solar power come to Wells Township. Being in agriculture and a firefighter it has made me very aware of what is going on in my community for safety reasons and conservation of the land. I want to continue to help the citizens of my county and the future generations to come.

**Education**

High School Diploma: 1993

Caro High School, Caro MI.

Currently attend Delta College in pursuit of an Associate Degree in Fire Science Technology.

(K)

9-1-1

Tuscola County Central Dispatch

Sandra Nielsen, Director

March 4, 2015

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

I am requesting authorization to hire a full time dispatcher to fill our final vacant dispatcher position.

We have had vacant dispatcher positions for almost 2 years and for the last 6 months the dispatchers have been working 12-hour shifts. We spent almost \$130,000 in overtime in 2014 and \$110,000 in 2013. Normally our budget is \$50,000 in overtime. This is because we have been short 3-4 people for much of 2013 & 2014 due to personnel leaving, FMLA, disability and the passing of Bob Bashur. Filling this position will drastically reduce our OT once training is complete.

I reviewed the criteria that was established in the Board of Commissioners motions 14-M-03 and 14-M-018, and have attached the results of that review process. I respectfully request this positions be maintained as they are.

Once all the above positions are filled, we will once again be fully manned which will greatly reduce our overtime.

Thank you for your consideration and should you have any questions please feel free to contact me.

Sincerely,



Sandra Nielsen, Director

## Potential Cost Reduction Review Criteria Before Filling Vacancies

1) Changing full-time positions to part-time –

Dispatch operates on a 24/7 basis and requires a minimum of two people working at all times. Changing any of these positions to part-time would actually increase our costs. We would have to hire additional part-time in order to maintain coverage. Part-time employees would also increase our training costs due the State mandate that in order to receive State surcharge funding dispatchers have to have 24 hours of training every two years. Additionally, part-time personnel can not maintain the skill level needed in order to provide quality emergency services to the community.

2) Reorganization and re-assignment of responsibility within the department. – Dispatch only has two supervisors to oversee 10 dispatchers when fully staffed. Re-assigning them to full time or part – time dispatch duties would only decrease our service level as we would not be able to perform evaluations, meet the criteria set by FOIA, maintain our CAD system with updates, oversee LEIN policies, etc.

3) Use of staff resources between different departments –

Dispatch only has one department and there are no other departments with in the county that perform the same service.

4) Fees and other revenue methods to defray costs –

Dispatch receives funding through surcharge, State surcharge, State training fund, and from tower rent.

5) Joint service deliver with other entities including county, city or townships –

There are no means for joint services at this time as we dispatch emergency personnel for the entire county.

6) Reduce personnel using online services to reduce demands on office staff –

There currently are no online services to reduce any costs.

7) Contracting for service with other public and private sector entities -

Contracting any services that are performed by dispatch would again reduce the service level that the community expects from Central Dispatch.

8) Reclassification to lower pay grade –

The only reclassification possible is to demote a supervisor to dispatcher. If this were to occur, we would see the same results as in item #2 above.

(L)

9-1-1

Tuscola County Central Dispatch

Sandra Nielsen, Director

March 4, 2015

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

I'm asking that the board approve vacation carryover of up to 20 days for me. My end of the year is March 26 and I cannot take sufficient vacation. It has been a busy year and the combination of the new position, shortage in manning and the IP phone system project have not allowed me to take the time off this year.

Thank you for your consideration and should you have any questions please feel free to contact me.

Sincerely,



Sandra Nielsen, Director

## Mike Hoagland

---

**From:** Sandra Nielsen <snielsen@tuscolacounty.org>  
**Sent:** Wednesday, March 04, 2015 9:24 AM  
**To:** Mike Hoagland  
**Subject:** Committee Meeting March 9  
**Attachments:** Request to hire.pdf; Request Carryover Vacation.pdf

Mike,

Attached are two items for the March 9th Board of Commissioners Committee meeting. The first is a request to fill our last vacancy and the other is a request to carryover vacation time. Also, may I request to be put toward the beginning of the agenda as I have to be in Bay City by 9:30 for a IP phone meeting.

Thank you and should you need anything additional please contact me.

--

Sandra Nielsen, ENP  
Director  
Tuscola County Central Dispatch  
1303 Cleaver Rd  
Caro, MI 48723  
989-673-8738 ext 7  
fax: 989-672-3747