

**TUSCOLA COUNTY BOARD OF COMMISSIONERS**  
**MEETING AGENDA**  
**TUESDAY, JUNE 9, 2009 – 8:00 A.M.**  
**ANNEX BOARD ROOM**

207 E. Grant Street  
Caro, MI 48723-1660

Phone: 989-672-3700  
Fax : 989-672-4011

8:00 A.M. Call to Order – Chairperson Peterson  
Prayer – Commissioner Peterson  
Pledge of Allegiance – Commissioner Kern  
Roll Call – Clerk White-Cormier  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period  
Consent Agenda Resolution (See Correspondence #2)  
New Business  
    -New Medical Director Contract (See Correspondence #4)  
    -Temporary Use of Water at Animal Control  
    -Lease Application for Police Cars  
    -Adoption of County Millages (See Correspondence #10)  
Old Business  
Correspondence/Resolutions

**COMMITTEE AND LIAISON REPORTS**

**Committee of the Whole – FINANCE FOCUS** (See Correspondence # 3)  
Commissioner Bardwell/Commissioner Peterson

Other Business/On-Going Matters  
Next Meeting Date Thursday, June 11, 2009 – 8:00 A.M.

**Committee of the Whole – PERSONNEL FOCUS** (See Correspondence # 3)  
Commissioner Bardwell/Commissioner Roggenbuck

Other Business/On-Going Matters  
Next Meeting Date Thursday, June 11, 2009 – 8:00 A.M.

**Committee of the Whole – BUILDING AND GROUNDS FOCUS** (See  
Commissioner Kern/Commissioner Petzold (Correspondence # 3)

Other Business/On-Going Matters  
Next Meeting Date Thursday, June 11, 2009 – 8:00 A.M.

**COMMISSIONER LIAISON COMMITTEE REPORTS**

PETERSON

Enterprise Facilitation  
Human Development Commission

**MEMS**

Michigan Association of Counties – Aging Work Group  
Michigan Association of Counties – Environmental

**LEPC**

**NACO**

Local Unit of Government Activity Report  
Parks & Recreation  
Dispatch Authority Board

PETZOLD

Recycling Advisory  
Resource Conservation and Development District  
Mid-Michigan Mosquito Control Technical Advisory Committee  
Thumb Area Consortium  
Multi-County Solid Waste  
**TRIAD**  
Local Unit of Government Activity Report  
Road Commission  
Health Board

ROGGENBUCK

Enterprise Facilitation  
Planning Commission  
Human Services/Medical Care Facility Liaison  
Board of Public Works  
Local Unit of Government Activity Report  
Human Services Coordinating Council  
MAC Judiciary & Public Safety Committee  
Great Start Collaborative – Tuscola County

BARDWELL

Caro DDA  
Brownfield Redevelopment Authority  
Economic Development Corporation  
Tuscola 2011  
MAC Economic Development/Taxation  
MAC 7<sup>TH</sup> District  
Local Unit of Government Activity Report  
Michigan Association of Counties – Board of Directors  
NACO

KERN

Thumb Area Consortium  
Human Development Commission  
Health Board

Senior Services Advisory  
Local Unit of Government Activity Report  
Community Corrections Advisory Board  
Behavioral Health Board

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

## **CORRESPONDENCE**

- #1 May 25, 2009 Full Board Minutes
- #2 Consent Agenda Resolution
- #3 May 28, 2009 Committee of the Whole and Statutory Finance Committee Minutes
- #4 New Medical Director Contract
- #5 Sheriff's Dept. Application Approval Notification from Department of Justice
- #6 Sheriff's Dept. Amendment to Food Service Agreement w/Canteen Services
- #7 Dispatch Employee's Filmed Interview Invitation from TruePosition
- #8 May 14, 2009 Tuscola County Road Commission Minutes
- #9 Michigan Wind Board Seeks Comments on Proposed High Yield Regions
- #10 Adoption of County Millages

**DRAFT****Tuscola County Board of Commissioners****May 26, 2009 Minutes****Courthouse Annex**

Chairman Gerald Peterson called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the County Annex Building in the Village of Caro, Michigan, on the 26th day of May, 2009 to order at 8:03 a.m. local time.

Prayer by Commissioner Bardwell  
Pledge by Commissioner Peterson

**COMMISSIONERS PRESENT:**

District #1 Amanda Roggenbuck, District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5 Gerald Peterson

09-M-104

Motion by Bardwell seconded by Kern to adopt the agenda as amended.  
Motion carried.

09-M-105

Motion by Bardwell seconded by Petzold to approve the minutes of the 5/12/09 regular meeting. Motion carried.

Brief Public Comment - none

09-M-106

It was moved by Bardwell and supported by Roggenbuck that the following Consent Agenda Resolution be adopted:

**CONSENT AGENDA**

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move that the low bid for seal coating the parking lot at the Animal Shelter be awarded to Complete Asphalt Paving company who was the low bidder for an amount of \$675.
- Agenda Reference:** B

- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move that the low bid for seal coating the DHS parking lot be awarded to Black Jack Sealing Coating company who was the low bidder for an amount of \$1,750.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move that the low bid for District Court Office carpeting be awarded to Northeastern Paint Supply Inc. who was the low bidder for an amount of \$3,113.12.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move that the low bid for Information Systems air conditioner be awarded to E&S who was the low bidder for an amount of \$2,984.
- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move to concur with the May 11, 2009 letter from the Sheriff for the lateral transfer of Sgt. Scott Jones to the Detective Sergeants position (no change in wage) and the promotion of Deputy Sheriff Ryan Pierce to Uniform Division Sergeant at the Step 3 wage rate effective June 27, 2009.
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move to concur with the April 30, 2009 letter from the Tuscola County Sheriff hiring Barbara Peters as a full time Corrections Officer at the Step 1 wage rate effective May 30, 2009.
- Agenda Reference:** G

- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move to approve the hiring of Karen Mozden as the Secretary I in the Tuscola County Clerk's Office at the Step 1 wage rate effective June 15, 2009
- Agenda Reference:** H
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/14/09
- Description of Matter:** Move that per the May 12, 2009 memorandum from the Mosquito Abatement Director, the Mosquito Abatement Computer System be upgraded as identified in the memo and a budget amendment through the use of \$38,000 in available fund balance be authorized to implement these changes.

**IT IS FURTHER RESOLVED** that any motion, resolution, or other act of Tuscola inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS: all

NAYS: none

ABSTENTIONS: none

RESOLUTION ADOPTED.

Drain Commissioner Robert Mantey appeared to update the board regarding the nature of complaints his office as well as other southeast Michigan drain offices are dealing with regarding excess water.

He also requested approval of the Nutt Branch resolution and the Akron Main St. tile drain improvements resolution.

09-M-107

Motion by Bardwell seconded by Petzold to approve the Financing Resolution of Full Faith and Credit for the Nutt Branch of the Akron Centerline Drain as recommended by the County Drain Commission for principal amount not to exceed \$145,000 and authorize all appropriate signatures. Motion carried.

09-M-108

Motion by Bardwell seconded by Roggenbuck to approve the Financing Resolution as recommended by the County Drain Commissioner for the Akron

Main Street Tile Drain 2009 Improvements for an expected maximum principal amount of \$400,000 and authorize all appropriate signatures. Motion carried.

09-M-109

Motion by Bardwell seconded by Kern to receive and place on file the 2008 Medical Examiner Annual Report. Motion carried.

09-M-110

Motion by Kern seconded by Petzold to approve the hiring of Patricia Martin as a part-time (30 hours per week) General Office Clerk in the Tuscola County Clerk's Office at the Step 1 rate of pay effective June 8, 2009. Motion carried.

09-M-111

Motion by Bardwell seconded by Roggenbuck to approve the effective date of hire for Karen Mozden, Secretary I, in the Tuscola County Clerk's Office from June 15, 2009 to June 1, 2009. Motion carried.

09-M-112

Motion by Petzold seconded by Kern to approve the hiring of Joe Smith as a part-time temporary summer Custodian for the Tuscola County Building & Grounds Department at the Step 1 rate of pay effective May 27, 2009. Motion carried.

09-M-113

Motion by Kern seconded by Petzold to concur with the May 14, 2009 letter from the Tuscola County Sheriff for the hiring of Arlin Herford as a part-time Deputy Sheriff effective May 14, 2009. Motion carried.

09-M-114

Motion by Roggenbuck seconded by Bardwell to amend "Item K" establishing a budget to purchase a County Government Week banner from \$1000 to \$100. Motion carried.

Extended public comment - none

09-M-115

Motion by Kern seconded by Roggenbuck to go into closed session under 8(d) (real estate). Roll call: Kern, yes; Petzold, yes; Bardwell, yes; Peterson, yes; Roggenbuck, yes. Motion carried.

09-M-116

Motion by Petzold seconded by Bardwell to come out of closed session. Motion carried.

Meeting adjourned at 9:50 a.m., until 8 a.m., June 9, 2009.

Margie White-Cormier  
Tuscola County Clerk

**NUTT BRANCH OF THE AKRON CENTERLINE**

**FINANCE RESOLUTION**

I, Robert J. Mantey, Tuscola County Drain Commissioner, hereby beg leave to present the following Resolution for your consideration:

WHEREAS, under the provisions as per Section 434 of Act 40 of 1956, as amended, it is provided that a County Drainage district may borrow funds from a public or private lending institution, firm, individual or agency in an amount not to exceed \$300,000.00 in principal amount for the performance of construction improvement work; and

WHEREAS, the Drainage District has advised the Board of County Commissioners that it is designating the notes as qualified tax exempt obligations within the meaning of Section 265 (b) (3) (B) of the Internal Revenue Code of 1956 as amended; and

WHEREAS, the amount borrowed is secured by a note which is subsequently repaid with interest from future special assessments tax collections levied on the Drainage District and entities; and within present tax limitations with the pledge of full faith and credit of both the Drainage District and the County, and

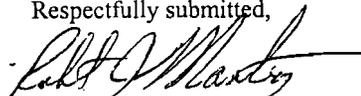
WHEREAS, the reasonably anticipated amount of tax exempt obligations to be issued by the County of Tuscola and all subordinate entities thereof in 2009 does not exceed \$10,000,000.00, and

WHEREAS, the Tuscola County Drain Commissioner has contracted with K & K Contracting, Fillion, Michigan, for excavation and allied work in the matter of the Nutt Branch of the Akron Centerline Drain, located in the Township of Akron in Tuscola County for the performance of improvement work on the drain.

THEREFORE, BE IT RESOLVED, that the County of Tuscola does pledge it's full faith and credit to a note in the matter of the Nutt Branch of the Akron Centerline Drain located in the Township of Akron in the amount of \$141,684.36 principal and \$81,822.70 in interest, said note to be repaid from special tax assessment tax collection in accordance with the schedule to be found in the Nutt Branch of the Akron Centerline Drain file located in the office of the Tuscola County Drain Commissioner.

This note will be drawn effective on June 1, 2009. The rate of interest will be 5.50% per annum.

Respectfully submitted,



Robert J. Mantey  
Tuscola County Drain Commissioner

Adopted No. 09-11-107

Dated. May 26, 2009

RESOLUTION APPROVING PROJECT FOR IMPROVEMENTS TO THE  
AKRON MAIN STREET TILE DRAIN UNDER ACT 185

At a regular meeting of the Board of Commissioners of the County of Tuscola held in the  
Village of Caro, Michigan, on May 26, 2009.

PRESENT: Rozynawek, Berdwell, Keen, Petrylo  
+ Petcaso

ABSENT: None

The following resolution was offered by Berdwell and seconded by  
Rozynawek:

WHEREAS, proceedings have been taken by the Tuscola County Drain Commissioner, acting on behalf of the Akron Main Street Tile Drain Drainage District (the "Drainage District"), for constructing improvements to the Akron Main Street Tile Drain (the "Project") under the provisions of Chapter 8 of the Drain Code of 1956, as amended (the "Drain Code"), pursuant to a petition filed with the Drain Commissioner; and

WHEREAS, if the Project were to be financed under the Drain Code, the Drain Commissioner would assess the cost of the Project to benefiting property owners in the Village

of Akron (the “Village”) and the Township of Akron (the “Township”) in the Drainage District, and to the Village, the Township and the County of Tuscola (the “County”) at large; and

WHEREAS, the Drain Commissioner has determined that in order to provide the most cost effective financing to the property owners and public corporations in the Drainage District, the financing must be spread over a term of at least thirty years through a loan from Rural Development of the United States Department of Agriculture; and

WHEREAS, the maximum term for financing the Project under the Drain Code is twenty years, and the Drain Commissioner has been advised by bond counsel that the Project may be financed for a term of at least 30 years under the provisions of Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”); and

WHEREAS, the County has established a Department of Public Works under Act 185, under the general control of the Board of Commissioners and under the immediate control of the Board of Public Works, with authority to acquire, construct and finance sewage disposal system improvements, including storm sewer improvements such as the Project, for public corporations within the County; and

WHEREAS, the Drain Commissioner, on behalf of the Drainage District, is willing to contract with the County, the Village and the Township under Section 431 of the Drain Code to enable the County to finance the Project under Act 185; and

WHEREAS, the Village Council of the Village, by resolution adopted on May 20, 2009, and the Township Board of the Township, by resolution adopted on February 2, 2009, have each requested the County to assist the Village and the Township under Act 185 in financing the acquisition and construction of the Project; and

WHEREAS, the establishment of a County project as requested in the foregoing resolutions will protect the public health and welfare of the citizens of the Village and the Township to be served by the Project; and

WHEREAS, in order to finance the costs of the Project, the County expects to issue its bonds (the “Bonds”) in an amount not to exceed \$400,000 in anticipation of payments to be

made by the County, the Village and the Township pursuant to a contract among the County, the Village, the Township and the Drainage District, which Bonds shall be a full faith and credit limited tax general obligation of the County; and

WHEREAS, it is anticipated that the County, the Village, the Township or the Drainage District will advance a portion of the costs of the Project prior to the issuance of the Bonds, such advances to be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of the proceeds of tax-exempt obligations, and the County intends by this resolution to qualify amounts advanced by the County, the Village, the Township or the Drainage District to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

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

1. The Board of Commissioners of the County of Tuscola hereby authorizes and directs the Board of Public Works to undertake the Project under Act 185 as requested by the Village and the Township.

2. There is hereby established under Act 185 a sewage disposal system, which under Act 185 includes storm sewer facilities, that shall be known and designated as the "Akron Main Street Tile Drain." The Project shall be known and designated as the "Akron Main Street Tile Drain 2009 Improvements."

3. The Board of Public Works is hereby directed to obtain and to submit to this Board, for approval, plans and specifications and estimates of cost for the Project requested by the Village and the Township in their respective resolutions addressed to the County, and to negotiate and to submit to this Board, for approval, a contract among the County, the Village, the Township and the Drainage District in respect to the acquisition, construction and financing of the Project. The contract shall provide for the apportionment of the costs of the Project among

the County, the Village and the Township and benefiting property owners in the Village and the Township in the Drainage District in the same manner as the Drain Commissioner had intended if the Project were to be financed under the Drain Code. The Board of Public Works and/or the Drain Commissioner is authorized to act on behalf of the County in applying for any state and/or federal grants and/or loans that may be available with respect to the Project

4. The Project shall be as described in the preamble hereto and the maximum principal amount of Bonds expected to be issued for the Project is \$400,000.

5. The County hereby declares its official intent to issue the Bonds to finance all or a part of the costs of the Project, and hereby declares that it reasonably expects to reimburse the County's, the Village's, the Township's or the Drainage District's advances to the Project as anticipated by this resolution.

6. The issuance and sale of the Bonds shall be authorized by a subsequent resolution to be adopted by the Board of Commissioners of the County.

7. All resolutions and parts of resolutions insofar as the same may be in conflict herewith are hereby rescinded.

ADOPTED: Yeas: Rozzencuech, Berduvel, Kern,  
Petrolid & Peterson

Nays: None

STATE OF MICHIGAN                    )  
  ) SS  
COUNTY OF TUSCOLA    )

I, the undersigned, the duly qualified and acting County Clerk of the County of Tuscola, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority of the members elect of the Board of Commissioners of the County at a regular meeting of the Board of Commissioners held on May 26, 2009, the original of which is on file in my office.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

  
County Clerk

**'DRAFT'**

**COUNTY OF TUSCOLA**

**STATE OF MICHIGAN**

**RESOLUTION TO ADOPT CONSENT AGENDA**

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the County Annex Building in the Village of Caro, Michigan, on the 9<sup>th</sup> day of June, 2009 at 8 o'clock a.m. local time.

COMMISSIONERS PRESENT:

\_\_\_\_\_

COMMISSIONERS ABSENT:

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Consent Agenda Resolution be adopted:

**CONSENT AGENDA**

**Agenda Reference:** A

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that per the request of the Dispatch Director that authorization is given to apply for a Public Safety Interoperable Communications Grant to provide financial assistance for the purchase of new radios.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that the agreement with Air Advantage as recommended by Corporate Council for use of space on the

Dispatch Communications Tower be approved and all appropriate signatures be authorized. Also, the 2009 Dispatch Budget be amended to acknowledge this new source of revenue.

**Agenda Reference:** C

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that per the May 18, 2009 memo of request from the Undersheriff that authorization is given to exceed the \$500 equipment purchase policy limitation to purchase laptop computer batteries.

**Agenda Reference:** D

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that a letter be sent to departments stressing the importance of timely billing for the receipt of revenues.

**Agenda Reference:** E

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that the Memorandum of Understanding from Thumb Works regarding Workplace Simulation at the Recycling Center be approved and all appropriate signatures are authorized.

**Agenda Reference:** F

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that the Wells Fargo Authorization and Disclosure document be approved for signature with the option exercised to not release member names, addresses or positions held.

**Agenda Reference:** G

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that per the May 19, 2009 letter from the Sheriff,

to concur with hiring of Justin Matinkhah as a full-time Deputy Sheriff at the Step 1 wage rate effective June 27, 2009.

**Agenda Reference:** H

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that the policy regarding the Health Care Savings Plan for District Court (dated: 6-9-09) be approved for implementation and the County pay the \$25 start-up fee. Also, authorization is given to approve and sign the Municipal Employees Retirement System Health Care Savings Program Participation Agreement. (It is understood that the County will have no further financial obligation to this program).

**Agenda Reference:** I

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move to authorize posting to fill the vacant Utility position at Mosquito Abatement.

**Agenda Reference:** J

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that Circuit Court Policies as reviewed by the Board of Commissioners on May 28, 2009 be approved and the January 1, 2009 Circuit Court wage increase be 2.5% concurrent with other non-union positions.

**Agenda Reference:** K

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that the previous March 10, 2009 resolution regarding use of Jail Work Crews in County facilities be rescinded.

**Agenda Reference:** L

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that a letter from the Board of Commissioners be sent to Wisner Township requesting that the Township pay 50% of the cost for operating Vanderbilt Park. Also, the letter be forwarded to Parks and Recreation members informing them of this Board of Commissioner action.

**Agenda Reference:** M

**Entity Proposing:** COMMITTEE OF THE WHOLE 5/28/09

**Description of Matter:** Move that the 2008 Sheriff Department Annual Report be received and placed on file.

**IT IS FURTHER RESOLVED** that any motion, resolution, or other act of Tuscola inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

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Jerry Peterson, Chairperson  
Tuscola County Board of Commissioners

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Margie White-Cormier  
Tuscola County Clerk

**DRAFT**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Minutes**  
**Thursday, May 28, 2009 – 8:00 A.M.**  
**Annex Board Room (207 E. Grant Caro, Mi.)**

Commissioners present: Roggenbuck, Bardwell, Kern, Petzold, Peterson. Also present: Michael Hoagland, Mike Miller, Robert Klenk, Mary Drier, Clayette Zechmeister, Mari Young, Donna Fraczek, Elliott Nelson

**Non-Committee**

**Dispatch Update**

- Pager Towers - two towers are up and running in the Unionville & Cass City areas. A third tower in the Reese area (will service Millington and Vassar) is slated for installation by American Messaging.
- PSIC Grant and Radio Purchases – 12 at \$800 per radio; with the in-kind match could be \$200 per radio (see consent agenda resolution)
- Tower Painting – FAA mandated (or use of lighting) painting will cost \$7000 and will last 7-10 years
- Prospective Tower User and Revenue Potential – Big Tube (wireless provider in the area) has requested access to place a transmitter site at \$400 per month. A lease agreement is being reviewed by the interested parties
- Voice Recorder (NG911) – is installed and ready to go. Will record text messages, photos and streaming video.
- Sprint/Nextel Rebanding – is moving forward

**Finance**

**Timely Billing of Earned Revenue** – agenda item at the next department head meeting?

**Request to Purchase Supplies Exceeding \$500 Line Item Policy** – adequate funds in the sheriff's budget to purchase laptop batteries (see consent agenda resolution)

**East Central Michigan Planning Commission Dues** – county dues are \$6000, of which the county's share (25%) is \$1,500. Local units are being billed, and, to date, \$1,890.94 has been paid by the local units. More information will be sought

**MERS Quarterly Financial Report** – a statement illustrating reserve history was reviewed.

Secondary/On-Going Finance Items

1. Treasurer Bank Statement Reconciliation (Balanced through April)
2. Financial Planning Task Force – Next Meeting June 23, 2009
3. Schedule for Additional 2008 Annual Audit Presentations
4. Juvenile Placement Potential Changes and Cost to County
5. Jail Overcrowding, Sentencing Guidelines and State Reimbursement
6. Associated County Health Department and Health Department Title V Funding
7. Property Tax Values
8. 2010 Road Patrol and Senior Citizen Millage Renewals
9. Behavioral Health Contract for Transporting Patients - \$8,000
10. State Revenue Sharing

11. Federal Stimulus Funds
12. Procedural Audit Implementation Status
  - Sheriff Department
  - Drain Commission
  - Register of Deeds

## **Personnel**

**Thumb Works Agreement for Recycling** – renewal of the contract (see consent agenda resolution)

**Wells Fargo Deferred Compensation Communication Act and Float Disclosure** – (see consent agenda resolution to decline)

**Hiring Request Sheriff Department** – budgeted; (see consent agenda resolution)

**District Court Health Care Savings Program** – similar to what is in place with the unions. A draft policy was reviewed (see consent agenda resolution)

**Post and Refill Mosquito Abatement Utility Position** – (see consent agenda resolution)

**Circuit Court Personnel Policies** – discussion ensued regarding utilization of sick and vacation time (see consent agenda resolution)

### Secondary/On-Going Personnel Items

1. Probate Court Request to Extend Temporary Employee – June 23, 2009
2. Incorporate County Personnel Policies and Other key Personnel Information on the County Web Site
3. Next Department Head Meeting – **June 25, 2009** – 10:30 A.M.
4. Employee Recognition
5. Open Meetings Act Discussion for Boards and Commissions – Corporate Counsel and County Prosecutor
6. Employee Life Insurance Meetings Scheduled – June 10
7. Mosquito Abatement Committee – Policy Review – a first draft has been created. A press release has been sent to the *ADVERTISER*
8. Electronic Time Recording System
9. Farmland Preservation Committee
10. Update Regarding NACO Caremark Prescription Program – cards and displays have arrived. June 22 is the launch date
11. Expanded Local Official Email List
12. Health Insurance Stop Loss Coverage – awaiting consultants' recommendation (June 4)

## **Building and Grounds**

**Gardner Street Building Owned by County and Akron Lawn Mowing** – according to the county treasurer, the foreclosure fund will cover the cost of lawn mowing.

**Multi-Year Building and Grounds Maintenance Plan -**

**Rules and Procedures for use of Jail Inmate Work Crews at County Facilities** – (see consent agenda to rescind 4/10/08 consent agenda motion and resolution)

**County Park Cost Sharing** – it has been determined that Wisner Township is interested in assisting the county with costs associated with Vanderbilt Park maintenance. A letter will be sent to Wisner Twp with a copy forwarded to the Parks & Recreation Commission.(see consent agenda resolution)

#### Secondary/On-Going Building and Grounds Items

1. Emergency Services Plan for County Operations
2. Energy Efficiency and Grant Update
3. Treasurer Office Remodeling
4. Remodeling of Computer Operations Room
5. Recycling Storage Building
6. DHS Remodeling Update
7. Adult Probation

#### **Correspondence/Other Business as Necessary**

1. 2009 Work Program Update
2. Representative Brown Rescheduled to June 8, 2009
3. National Flood Insurance Program – Meeting with Public
4. Sheriff 2008 Annual Report (**Separate Document**) (see consent agenda resolution)
5. April 28, 2009 DHS Meeting Minutes April 28, 2009
6. Economic Development
  - County EDC Strategic Planning and CAT Integration – Next Steps
  - EDC and Enterprise Facilitation Strategic Planning June 2<sup>nd</sup> Meeting
  - Enterprise Facilitation Update – 501C3 Status
  - Revolving Loan Fund
  - Economic Gardening
  - RBEG 3<sup>rd</sup> Year Application – high scores
  - ECMPDR Coastal Zone Management Grant
  - ECMPDR Wind Energy Grant
  - Regional Tourism
  - American Recovery and Reinvestment Act

Meeting adjourned at 9:40 a.m.

Margie White-Cormier  
Tuscola County Clerk

**Statutory Finance Committee Minutes  
Thursday, May 28, 2009  
Annex Board Room  
207 E. Grant St., Caro, MI**

Called to order: 9:44 a.m.

Commissioners present: Roggenbuck, Bardwell, Kern, Petzold, Peterson

Also present: Mike Miller, Margie White-Cormier

Claims and per diems were reviewed and approved

Public Comment - none

Meeting adjourned at 9:48 a.m.

Margie White-Cormier  
County Clerk

## Health Care Savings Program - Draft Policy

Adopted: 06/09/09

### I. Purpose

The County/Court participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County.

### II. Policy

The HCSP will be implemented July 1, 2009 for the 71-B District Court Employees. The County agrees to pay the annual investment fee (currently \$25.00) during 2009 (the first year of operation), but employees will be responsible for the payment of that annual investment fee in 2010 and thereafter. Employees will also be responsible for payment of the fees applicable to their individual investment accounts. Full Time 71-B District Court Employees hired after 2009, will have the initial annual investment fee (up to \$25.00) paid by the County.

Under the HCSP, employees must make mandatory employee contributions in an amount from \$2.50 - \$1000 per pay as determined by each employee and the range will be determined by the 71-B District Court and certified to the County on a calendar basis.

At the end of each calendar year, all accrued but unused sick leave hours in excess of twenty (20) days (150 hours) shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and 50% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the end of the year some or all of that amount will be paid to the employee.

Sick Leave Payoff upon resignation, retirement or death. All full-time non-union, non-probationary employees hired under the supervision of the **Tuscola County 71-B District Court** who voluntarily resign their employment without disciplinary action pending shall have all accrued but unused sick leave hours (up to 900/960 hours) multiplied by the employee's straight time rate of pay and 25% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of termination some or all of that amount will be paid to the employee. Employees who retire under the County's retirement plan with less than twenty (20) years of County service shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 50% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be

paid to the employee. Employees who retire under the County's retirement plan with twenty (20) or more years of County service shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 100% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. (Retirement shall be defined as an employee being eligible to receive retirement under the Municipal Employees Retirement System of Michigan).

Upon the death of an employee, all accrued but unused sick leave hours shall be multiplied by the deceased employee's straight time rate of pay and 100% of that amount shall be paid to their designated beneficiary.

Employees may make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often than on a monthly basis.

The specific terms and conditions of the HCSP are controlled by the MERS HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose.

Upon the death of an employee and their last dependent, any amounts remaining in the HCSP will be available for a beneficiary or contingent beneficiary to continue to receive reimbursements for medical expenses. This individual would be taxed on those reimbursements.

Disputes regarding the HCSP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance provisions of the County Policies.

**Mike Hoagland**

---

**From:** Gretchen Tenbusch [gtenbusch@tchd.us]  
**Sent:** Monday, June 01, 2009 11:54 PM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Medical Director contract

**Attachments:** Medical Director 2009 June 1, 2009 FINAL.doc



Medical Director  
2009 June 1, ...

Mike,

I have attached to this email, the new contract for Dr. Bush's services. Since Genesys terminated the contract with us for his services, we made arrangements to contract with Dr. Bush as an independent contractor. In order to make this work, we had to put together an agreement between Huron, Sanilac, Tuscola, Lapeer and District Health Dept. #2 as Associated Health Departments for the purpose of Medical Direction only. Here is what you and the Board need to know about this agreement:

- 1) It has been approved by Doug Van Essen.
- 2) It is for less funds because we will have him a little less time, but we can live with this.
- 3) The State is okay with this agreement.
- 4) We need a motion to approve Mr. Peterson to sign it on 6/9/09
- 5) It will be effective 7/1/09.
- 6) This agreement must be signed by all parties by 6/23 so I can get it to the State.
- 7) I will get the document signed in Huron and bring to the Annex approx 10:30 to 11am for Mr. Peterson's signature and then transport to Sanilac that same day.

Motion needed to authorize Mr. Peterson, as Chairman of the Tuscola Board of Commissioners to sign the Associated Agreement for Medical Direction only effective 7/1/09 between the Associated Health Departments of Huron, Sanilac, Tuscola, Lapeer and District Health Department #2 with Dr/ Russell Bush, M.D., M.P.H. as the Independent Contractor of Medical Direction services. The Tuscola County Board of Commissioners also reconfirm the appointment of Russell Bush, M.D., M.P.H. as the Medical Director of the Tuscola County Health Department as approved by the Michigan Department of Community Health.

Thanks,

Gretchen

Gretchen Tenbusch, RN, MSA  
Health Officer  
Huron County Health Dept./Tuscola County Health Dept.  
1142 S. Van Dyke/1309 Cleaver Rd.-Suite B  
Bad Axe, MI 48413/Caro, MI 48723-9135  
Phone: 989-269-9721 x115/Phone: 989-673-8114 x115  
Huron website: www.huron.localhealth.net  
Tuscola website: www.tchd.us

\*NOTICE: This e-mail, including attachments, is intended for the exclusive use of the addressee and may contain proprietary, confidential, or privileged information. If you are not the intended recipient, any dissemination, use, distribution, or copying is strictly prohibited. If you have received this e-mail in error, please notify me via e-mail and permanently delete the original and destroy all copies. Thank you.

**Agreement Between  
Dr. Russell L. Bush, M.D., M.P.H.**

**And**

**District Health Department #2, 630 Progress St., West Branch, MI 48661  
Huron County Health Department, 1142 S. Van Dyke, Bad Axe, MI 48413  
Lapeer County Health Department, 1800 Imlay City Rd., Lapeer, MI 48446  
Sanilac County Health Department, 171 Dawson St., Sandusky, MI 48471  
Tuscola County Health Department, 1309 Cleaver Rd., Suite B, Caro, MI 48723-9160**

This agreement is made by and between Dr. Russell L. Bush, M.D., M.P.H. (“Medical Director”) and the Associated County Health Departments of District Health Department #2 (DHD#2), Huron (“HCHD”), Lapeer (“LCHD”), Sanilac (“SCHD”), and Tuscola (“TCHD”) Counties (collectively, “Associated Health Departments”).

For the sole purpose of sharing Medical Direction, and to comply with applicable statutes and rules, the DHD#2, HCHD, LCHD, SCHD, and TCHD, enter into an Associated Health Department agreement pursuant to the provisions of Act 368 of 1978, MCL §333.2419, et. seq., Michigan’s Public Health Code, including its administrative regulations (collectively the “Code”).

**WHEREAS**, the Code requires that Associated Health Departments secure Medical Director’s services where the Department employs a Health Officer, who is not a physician, as its chief administrative officer, and

**WHEREAS**, the Medical Director is a physician duly licensed to practice medicine in the State of Michigan and holds a Masters in Public Health, with numerous years of experience as a “Medical Director” under the Code,

**THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. Appointment/Credentials:**

- A. It is hereby agreed upon by both parties that the Medical Director shall meet all Federal, State, and local license authorization requirements to practice medicine in the State of Michigan and to otherwise service under the Code as Medical Director. Failure to maintain Code qualifications and to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in immediate automatic termination of this Agreement.
- B. Medical Director shall also meet one of the following educational requirements:
  - a. Board certified in preventive medicine or public health, or
  - b. Has an M.P.H. or M.S.P.H. degree and not less than 2 years of full-time public health practice, or
  - c. Has not less than 3 years of full-time public health practice and 24 graduate credits acceptable toward a public health degree.

- C. Medical Director is appointed as the full-time Medical Director of the Associated Health Departments pursuant to the Code, specifically MCL §333.2428 and R 325.13001(b), by the Associated Health Departments to work in cooperation with their Health Officers, who are separately appointed.
- D. Medical Director hereby accepts appointment as Medical Director for the Associated Health Departments as described above.
- E. Michigan Department of Community Health shall require the approval of the appointment of the Medical Director to serve as provided in MCL §333.2428 and R 325.13001(b) with respect to each of the Associated Health Departments..

**2. Duties/Time Requirement:**

- A. Medical Director shall perform duties as outlined in Attachment A of this agreement.
- B. Medical Director shall be considered full-time and devote an average of 37.5 hours per week in a mutually agreed upon format (i.e. 4 – 9 to 9.5 hour days) with at least 4 hours per week or 8 hours biweekly per county. Hours per county are outlined in Attachment B.
- C. Medical Director shall be available to render services under emergency conditions and shall remain available by pager or telephone at all times excluding vacations and times of disability, when the Medical Director will be responsible for providing a qualified designee of the Medical Director to provider coverage. If compensation is owed to designee provided by Medical Director for coverage, it shall be the Medical Director’s sole responsibility to provide compensation to the designee. The Medical Director shall advise the Health Officers of the Associated Health Departments in advance, when he has left a designee in charge of Medical Director services.

**3. Compensation/ Expenses**

- A. Medical Director shall receive compensation as outlined in Attachment B of this agreement, payable on the first day of each month after services, during the term of this agreement. Attachment B shall be reviewed annually on the anniversary of this agreement. Any changes made to Attachment B shall be mutually agreed upon by the Medical Director and the Associated Health Departments.
- B. The Compensation obligations of the Associated Health Departments shall be independent and several.
- C. Associated Health Departments shall provide facilities for Medical Director to provide the services set forth herein.

- D. Medical Director shall be an independent contractor and does not have any right or obligation under any of the Associated County's personnel policies.
- E. Medical Director and his employees or coverage designee, shall not consider nor hold themselves out as employees of the Associated Health Departments, and they shall not be entitled to participate in any fringe benefit or incentive plan of the Associated Health Departments, such as, but not limited to: health and accident insurance, life insurance, retirement benefits, paid vacation or holiday pay, sick leave, longevity compensation. Rather, the compensation provided in this Agreement shall be exclusive and complete. Medical Director shall be responsible for paying all salaries, wages, and other compensation which may be due his coverage designee, employees or other agents who are performing service under this agreement.
- F. Medical Director is responsible for all withholding and payments of all applicable taxes, including but not limited to income and social security taxes to the proper local, state, and federal government for himself and coverage designee, his employees or agents,
- G. Medical Director is responsible for providing his employees or agents with workers compensation and unemployment insurance, as required by law.
- H. If an Associated Health Department terminates its participation in this Agreement, the remaining Associated Health Departments and the Medical Director agree to attempt to negotiate modifications to this Agreement.
- I. If Medical Director must travel longer than 2 hours one way to reach a Health Department, that Health Department shall, under separate agreement, compensate Medical Director for travel costs.

#### **4. Insurance**

- A. Medical Director shall maintain medical malpractice insurance with minimum limits of \$500,000 per occurrence or claim and \$1,000,000 aggregate. Each Associated Health Department shall be named as additional insureds. If claims made insurance is purchased, the Medical Director shall acquire suitable tail coverage when, and if, the claims made insurance is no longer maintained. Medical Director shall provide Associated Health Departments with copy of proof of coverage.
- B. Medical Director shall maintain worker's compensation insurance and shall provide Associated Health Departments with copy of proof of coverage.
- C. Medical Director shall maintain a valid driver's license and auto insurance and shall provide copies of both to Associated Health Departments upon each renewal.

**5. Indemnification**

- A. The parties agree to defend, indemnify and hold each other harmless against all claims, losses, damages or lawsuits for damages arising from their own acts or omissions or the acts of omissions of their officers, officials, agents, employees or representatives.
- B. Any particular Associated Health Department agrees to promptly notify the Medical Director and the latter to advise the respective Associated Health Department if it or he is sued relative to the services provided pursuant to this Agreement and if it believes it is entitled to defense and/or indemnification.
- C. Each party agrees to cooperate with the other in mutual defense of any claim and to hold such mutual defense communications in confidence to the extent permissible under the law.
- D. This Section of the Agreement shall survive termination.

**6. Severability**

- A. If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of the Agreement shall remain in full force and effect.
- B. If one of the Associated Health Departments terminates its participation in this Agreement, subject to its continuing obligations under Section 5, that Health Department shall be severed and the Agreement remains in effect subject to subsequent termination under Section 10.

**7. Records/Confidentiality/HIPAA**

- A. Each Associated Health Department shall have the sole and exclusive rights to all records pertaining to services rendered under this Agreement within their respective jurisdiction, including but not limited to client files. Upon termination of this Agreement all such records, as well as all equipment, notes, books, correspondence, drawings, client files, written and graphical records and all other property belonging to Associated Health Departments shall be forthwith returned by Medical Director.
- B. Medical Director shall not retain copies of said materials without the written consent of Associated Health Departments which consent shall not be unreasonably withheld. Medical Director shall maintain all client information, physician-patient privileged information and information related to personnel and

to program strategies confidential and shall not divulge said information to any person, firm or corporation unless direct to by the Associated Health Departments or a court of competent jurisdiction.

- C. All parties agree to comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Breach of this provision shall constitute a material breach of the contract and authorizes either party to, in its sole discretion, immediately terminate this Agreement.
- D. Medical Director agrees to adhere to all state and federal laws that could affect Medical Director's performance hereunder, including but not limited to state conflict of interest laws.

**8. Entire Agreement/Amendments/Assignments/Waiver**

- A. This Agreement constitutes the entire Agreement between the parties with respect to the independent contractor relationship between the parties. This Agreement has not been executed in reliance upon any representations or promises except those specifically contained in this Agreement and its Attachments.
- B. This Agreement may be modified or amended in whole or in part only by mutual written agreement signed by all then current parties of this Agreement.
- C. This Agreement, being a personal service contract, is not assignable by either party without first obtaining the other party's prior written consent.
- D. Any waiver of any of the covenants, conditions or provisions of this Agreement must be in writing and signed by the party against whom enforcement of such waiver is sought. One or more waivers of any covenant, condition or provision of this Agreement will not be construed as a waiver of a subsequent breach or of any other covenant, condition or provision.

**9. Enforceability/Governing Law and Venue**

- A. Even though any party may fail to insist on strict compliance with any of the conditions of this Agreement, such failure should not be deemed a waiver of any of the terms and conditions of this Agreement.
- B. All provisions of this Agreement shall be subject to and shall be enforced and interpreted pursuant to the laws of the state of Michigan. Any judicial proceedings for enforcement of this Agreement shall be instituted in the State of Michigan.

**10. Term/Termination**

- A. This Agreement shall commence on July 1, 2009 and shall remain in effect until

June 30, 2010, unless terminated earlier as provided below. This Agreement will automatically renew for additional one year terms unless either party notifies the other in writing of a non-renewal or required contract modification with sixty (60) days prior notice.

- B. This Agreement may be terminated by Medical Director for any or no reason by providing sixty (60) days written notice to the Associated Health Departments. Each of the Associated Health Departments may terminate its participation in this Agreement, for any or no reason by providing the non-terminating parties (Medical Director and remaining Associated Health Departments) with at least sixty (60) days written notice of its termination..
- C. This Agreement shall be terminated immediately if any of the following occurs:
  - a. Medical Director becomes unlicensed or unqualified to practice medicine in the State of Michigan;
  - b. Medical Director dies;
  - c. Medical Director and the Associated Health Departments mutually agree in writing to terminate the agreement;
  - d. Medical Director becomes disabled and the disability continues for a period of sixty (60) consecutive days;
  - e. Medical Director fails to provide appropriate insurance and fulfill other related duties as described in this Agreement;
  - f. Medical Director fails or refuses to faithfully and diligently perform the duties required under this Agreement or the Code;
  - g. Medical Director becomes unqualified to serve as a County Medical Director in the State of Michigan.
  - h. If more than one of the Associated Health Departments originally executing this Agreement terminates its participation herein.

## 11. Notice

- A. Any Notice/Communication required, or permitted, under this Agreement from one party to another, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice/Communication to the other parties or if the party sends the Notice/Communication through first class mail to the other parties. The parties agree that Notices and Communications should be send to the parties at the following addresses:

DHD#2  
Lynnette Benjamin, Health Officer  
630 Progress St.  
West Branch, MI 48661

HCHD  
Gretchen Tenbusch, Health Officer  
1142 S. Van Dyke  
Bad Axe, MI 48413

LCHD

Stephanie Simmons, Health Officer  
1800 Imlay City Rd.  
Lapeer, MI 48446

SCHD

Dianna Schafer, Health Officer  
171 Dawson St.  
Sandusky, MI 48471

TCHD

Gretchen Tenbusch, Health Officer  
1309 Cleaver Rd., Suite B  
Caro, MI 48723-9160

**12. Signatures**

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency. This Agreement may be signed in counterpart and is effective when all parties have executed the Agreement.

**For Medical Director**

Russell L. Bush, M.D., M.P.H., Medical Director \_\_\_\_\_ Date

**For DHD#2**

Mike Hunt, Chairperson, DHD#2 Board of Health \_\_\_\_\_ Date

**For HCHD**

Ron Wruble, Chairperson, Huron County Board of Commissioners \_\_\_\_\_ Date

**For LCHD**

David Taylor, Chairperson, Lapeer County Board of Commissioners \_\_\_\_\_ Date

**For SCHD**

Jim Ruby, Chairperson, Sanilac County Board of Commissioners \_\_\_\_\_ Date

**For TCHD**

Gerald Peterson, Chairperson, Tuscola County Board of Commissioners \_\_\_\_\_ Date

**For Michigan Department of Community Health**

The Michigan Department of Community Health pursuant to MCL §333.2419 approves this contract.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

N:\WP\CONTRACT\Intergovernmental\Draft Medical Director 2009 - 5 county association.doc

## **Attachment A**

### **Medical Director Services**

The Medical Director, in collaboration with the Director/Health Officer is responsible for the establishment and maintenance of basic public health services, with guidance and direction received from the Michigan Department of Community health and the applicable governing entity i.e. Board of Health, County Executive, or Board of Commissioners. The Medical Director supervises all direct medical orders, and must exercise considerable skill in dealing with the public and public officials.

The specific duties and responsibilities assigned to the Medical Director are as follows.

1. Bringing medical specialty judgment to bear upon the development of Health Department program plans, policies, procedures, priorities and evaluation methodologies.
2. Attending meetings of the Board of Health/Commissioners when possible, to provide public health medical specialty judgment in those matters that deal directly or indirectly with the prevention, containment, and/or control of diseases, including treatment and medical rehabilitation.
3. Be responsible for the development, review & implementation of all standing orders and for the medical aspects of work performed by the health department nurse practitioners, midwives, physician assistants and nursing staff under those orders, but not for work performed under standing orders of other contractual physicians or for written orders of other physicians in Home Health settings.
4. Carry out such specific public health related clinic duties, as may be requested.
5. Maintaining medical liaison with community physicians, when possible and other health personnel, institutions and organizations, insuring that whenever feasible, they have an opportunity to be involved in the development and/or implementation of public health programs.
6. Will comply with all National Incident Management System (NIMS) requirements, including but not limited to, Federal Emergency Management Agency (FEMA) Independent Study Courses, per the Centers for Disease Control and Prevention (CDC) Cooperative Agreement.
7. Participate in the planning, development and review of Emergency Preparedness response plans and policies, including exercise drills and training.

8. Collaborating with the Health Officer in carrying out the following duties and responsibilities:
  - A. Keep the Board of Health/County Board of Commissioners, County Executive, medical community, and other interested parties advised on current and proposed legislation as it has/or may have an impact on public health and private medicine.
  - B. Represent the interests of each respective county in regional and statewide organizations and projects that may affect health services.
  - C. Identify continuing health risks to residents and others in the jurisdiction of the Associated Health Departments, describe the nature of the changes, specify alternative solutions, and communicate these effectively to the Board of Health/ County Board of Commissioners, County Executive and to consumers and providers in the counties of the Associated Health Departments.
  - D. Assist the Health Officer in adequately informing the Board of Health/ County Board of Commissioners /County Executive regarding Health Department programs, problems, and needs.
  - E. Assist the Board of Health/County Board of Commissioners/County Executive in establishing priorities in public health programs.
  - F. May function as Deputy Health Officer, if requested by Health Officer/local health department.

**Attachment B**

**Medical Director Hours of Service and Compensation by County**  
**July 1, 2009 – June 30, 2009**

<b>Health Department</b>	<b>Hours – Weekly or Biweekly</b>	<b>Compensation per year</b>	<b>Compensation per month</b>
DHD#2	7.5 hours/week or 15 hours/biweekly	\$36,000	\$3,000
Huron	5 hours/week or 10 hours/biweekly	\$24,000	\$2,000
Lapeer	15 hours/week or 30 hours/biweekly	\$72,000	\$6,000
Sanilac	5 hours/week or 10 hours/biweekly	\$24,000	\$2,000
Tuscola	5 hours/week or 10 hours/biweekly	\$24,000	\$2,000

Agreed to by:

**For Medical Director** \_\_\_\_\_

Russell L. Bush, M.D., M.P.H., Medical Director

Date

**For DHD#2** \_\_\_\_\_

Mike Hunt, Chairperson, DHD#2 Board of Health

Date

**For HCHD** \_\_\_\_\_

Ron Wruble, Chairperson, Huron County Board of Commissioners

Date

**For LCHD** \_\_\_\_\_

David Taylor, Chairperson, Lapeer County Board of Commissioners

Date

**For SCHD** \_\_\_\_\_

Jim Ruby, Chairperson, Sanilac County Board of Commissioners

Date

**For TCHD** \_\_\_\_\_

Gerald Peterson, Chairperson, Tuscola County Board of Commissioners

Date

#5

Guns  
of TNU  
officer  
P.T.



Department of Justice  
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

May 29, 2009

Sheriff Lee Teschendorf  
Tuscola County  
207 E. Grant Street  
Caro, MI 48723-1660

Dear Sheriff Teschendorf:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$16,614 for Tuscola County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Shaketta S. Cunningham, Program Manager at (202) 514-4493; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II  
Acting Director

Enclosures

May 29, 2009

Sheriff Lee Teschendorf  
Tuscola County Office of the Sheriff  
420 Court Street  
Caro, MI 48723

Dear Sheriff Teschendorf:

At Canteen Services, we realize what a great burden finding ways to ensure that your budgets are balanced for 2009-2010 must be. We know the problems that the state and federal budget cuts are creating for all of us. We are struggling with increased costs and less income to cover those costs the same as you on a day by day basis.

Your Canteen Team: Craig, Jeff, Patty, your on-site manager and I have had lengthy discussions about budgets and the meaning of partnership. Together, we have reached the following decision. As partners, Canteen has committed to a freeze on any rate increases for inmate meals services for St.all MI County Jail through October 31, 2010. You now have a clear budget number from Canteen on meals.

At Canteen, we are first and foremost unswerving in our support of Michigan Sheriff's and Law Enforcement Agencies. We are willing to work with you in all areas to ensure economy of scale and savings. We realize that this is a small dollar amount overall in your planning budget. We also realize that you clearly understand that our costs have gone up too. We want to help in any way we can.

Canteen is offering to come and consult with all MI Sheriff's in the areas of IT, food, commissary, laundry, MRE's, office supplies, cleaning supplies and any other area that we can be of support to you. This is not intended to be a sales call. The above are areas that Canteen has always needed to focus in to ensure that we can remain in business ourselves.

We can help you and are glad to take the time to work with you and make suggestions where money can be saved. Please call me at 616-745-2334 or talk with us at the MSA Conference in Frankenmuth, June 6-9 to schedule a time to brainstorm with you and your staff.

Please accept and allow this letter serve as an amendment to our original food service agreement for your facility.

Together, we can be the difference we want and need to see! Together, we can!

Sincerely Yours,

Cindy Burns

Cindy Burns  
VP Correctional Services  
Canteen Services Inc.  
Coldwater, MI 49036  
[cburns@canteenservices.com](mailto:cburns@canteenservices.com)

# 7

**Dee Ann L. Summersett**

---

**From:** "TruePosition" <info@trueposition.com>  
**To:** "Dee Ann Summersett" <summersett911@tuscocounty.org>  
**Sent:** Friday, May 29, 2009 4:03 PM  
**Subject:** Tell us your E9-1-1 story.

Dear PSAP Professional,

TruePosition, the leader in E9-1-1 location solutions, is planning to film a series of interviews with PSAP professionals like you, on June 9th and 10th in Fort Worth, Texas. Since you will be in Fort Worth that week, we thought that it would be a terrific opportunity to interview you.

The filmed interviews hope to capture real-world stories of how PSAP professionals are using location information to help first responders stop crimes and save lives.

The film footage will be shown to nations around the world that are in the various stages of designing and deploying emergency number systems similar to the one that we have in the United States.

The production crew will be filming the interviews all day on Tuesday, June 9th and Wednesday, June 10th. We realize that your schedule during those two days will be very busy, but we hope that you can spare one hour to answer a few questions and give your opinion on how location information impacts the way you handle E9-1-1 calls made from cell phones.

If you would like to be interviewed on film and be part of this global project, please contact:

Steve Clark  
Garfield Group (the production company)  
[sclark@garfieldgroup.com](mailto:sclark@garfieldgroup.com)  
(215) 867-8600 x246

Please note that the interview spots are filling up quickly and are being reserved in the order that we receive them. So, please reply now to ensure that your voice is heard.

You can learn more about TruePosition at: <http://www.trueposition.com>

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This email was sent to [summersett911@tuscocounty.org](mailto:summersett911@tuscocounty.org).  
You can instantly unsubscribe from these emails by clicking the link below:  
<http://trueposition.cmail2.com/t/y/u/hhtla/dhtdudjdd/>

May 14, 2009

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, May 14, 2009 at 8:00 A. M.

Present: Commissioners John Laurie, Gary Parsell, and Mike Zwerk, County Highway Engineer Michele Zawerucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Parsell seconded by Zwerk that the minutes of the April 30, 2009 regular meeting of the Board be approved. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the minutes of the closed session of the Board dated April 30, 2009 be approved. Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$109,918.52 and bills in the amount of \$260,449.23 covered by voucher #09-13 were presented and audited.

Motion by Parsell seconded by Zwerk that the payroll and bills be approved. Zwerk, Parsell, Laurie --- Carried.

Brief Public Comment Segment:  
None.

Motion by Parsell seconded by Zwerk that the Board go into closed session at 8:05 A.M. for the purpose of discussing union negotiations. Zwerk, Parsell, Laurie --- Carried.

At 9:45 A.M. the Board returned to open session.

County Highway Engineer Zawerucha further discussed with the Board an issue regarding Vassar Road and work conducted by Tietz Contracting on the Southgate Drain Project. After discussion, the Board will review the location and table the issue until the next regular meeting of the Board.

At 10:00 A.M. the Board met with various township officials and county commissioners to discuss roadwork completed in 2008 and roadwork to be completed in 2009.

The following township officials were present for the roadwork discussion: Akron Township Supervisor Don Schmuck, Almer Township Supervisor Jim Miklovic, Columbia Township Supervisor Ed Spannagel, Elkland Township Supervisor Dan Erla, Ellington Township Supervisor Duane Lockwood, Indianfields Township Supervisor Ray Rendon, and Juniata Township Supervisor Neil Jackson.

The following county commissioners were present for the roadwork discussion: Commissioner Amanda Roggenbuck.

Also, the following Road Commission employees were present for the roadwork discussion: Akron Division Foreman David Davidson, Deford Division Foreman Ron Spaulding, and Vassar Division Foreman Roger Adams.

All in attendance reviewed and discussed the 2008 Annual Financial Report. The following topics were also discussed: 2009 planned primary roadwork, 2009 federal aid projects, Local Road Improvement and Maintenance &

Township Allowance Policy, township P.A.S.E.R. road rating system, road maintenance alternatives with estimated costs, road funding obligations, current trends of the Michigan Transportation Fund, and township road account billing.

At 11:40 A.M. the Board recessed for lunch.

At 1:35 P.M. the Board returned to order.

Motion by Zwerk seconded by Parsell that the bids for Phase II of Clearing R.O.W., Ditching, Culverts and Installation, Subbase, and Crushed Gravel for Crawford Road from 0.42 mile north of Deckerville to Shabbona taken and accepted at the April 17, 2008 regular meeting of the Board be awarded to Marlette Excavating Company, as recommended by the Novesta Township Board. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the meeting be adjourned at 1:50 P.M. Zwerk, Parsell, Laurie --- Carried.

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Chairman

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Secretary-Clerk of the Board

#9

**Mike Hoagland**

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**From:** Mike Hoagland [MHoagland@TuscolaCounty.org]  
**Sent:** Wednesday, June 03, 2009 11:06 AM  
**To:** Deloris Damm (deedeedairy@tds.net); Hal Hudson (Hal Hudson); Jim Barcia (Jim Barcia); Jim Mcloskey (Jim Mcloskey); Larry Waterworth (lwaterworth@house.mi.gov); Terry Brown (terrybrown@house.mi.gov); anamika laad; Walt Schlichting (Walt Schlichting); Doug Van Essen @SilverVanEssen; thomasmarineinc@yahoo.com; Amanda Roggenbuck (aroggenbuck@tuscolacounty.org); 'Jerry Peterson'; 'Tom Bardwell (tbardwell@hillsanddales.com)'; Tom Kern (commishkern@gmail.com)  
**Subject:** Wind Energy Information

Thought I would pass this along. Tuscola County wind energy potential is identified.

Mike h.

#### WIND BOARD SEEKS COMMENTS ON PROPOSED HIGH YIELD REGIONS

The Wind Energy Resource Board has named four regions, all in the Lower Peninsula, that will be most likely to provide both the wind and the land for utility-scale wind farms. The board is now seeking comment from those communities on both its findings and on the potential effect of new transmission capacity in those communities.

The goal of the board's report is to allow early planning of transmission needs to serve any coming wind farms rather than waiting until the facilities are developed to build the infrastructure needed to connect them to the grid.

"Transmission system upgrades for both conventional power plants and wind energy systems have typically been constructed to serve an individual project on a case-by-case basis," the report said. "Given the time and cost involved in planning, siting, and constructing transmission lines, however, this incremental planning approach may be problematic in areas where a significant amount of wind energy development is expected in aggregate over multiple years."

The board expected that the four regions could generate at least 9.9 million megawatts annually, but with current space for 4,093 turbines could generate up to 17.8 million megawatts. But, while building the turbines could take less than five years, current transmission planning and construction times are based on development of traditional power plants that can take as long as 10 years to construct.

Three of the regions identified as having the best opportunity for wind development are along the west coast of the state: Allegan County, Antrim and Charlevoix counties; and Benzie, Leelanau and Manistee counties. On the east coast, Bay, Huron, Saginaw, Sanilac and Tuscola counties along the Thumb form a single region.

The most power could come from the Thumb region, which has room for 2,824 turbines and could provide up to 12 million megawatts. The smallest was Antrim-Charlevoix, with room for only 195 turbines across the two counties generating up to 841,164 megawatts.

While the board's plan identifies regions by county, it includes only certain townships within each county, excluding cities and villages, and some townships, as not having enough available land or having other obstructions that would make installing large wind farms impractical.

The board noted that some of the potential wind sites could need zoning changes to be usable. And it acknowledged that some of the sites might not be commercially viable.

"As part of the comment and hearing process on this proposed report, the board will consult with local governments within the identified regions and others on some of these factors, such as impacts on zoning and public acceptance," the report said.

The board's final report is expected in early 2010, from which the Public Service Commission is required to designate at least one wind energy zone. The designation will be used as a basis for planning transmission development.

Local governments have until August 4 to submit comments on the report. The board has then scheduled two public hearings:

- August 24, 11 a.m., Huron County Expo Center, 170 West Soper Road, Bad Axe
- August 31, 11 a.m., Auditorium, Administrative and Conference Building, West Shore Community College, 3000 North Stiles Road, Scottville

The Great Lakes Wind Council, which is looking at off shore wind energy sites, will meet June 10 at 9:30 a.m. at the Hampton Inn and Suites, 2200 Hampton Place, Okemos.

#10

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

**2009 TAX RATE REQUEST (This form must be completed and submitted on or before October 1, 2009)**

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

County <b>Tuscola</b>	2009 Taxable value as of 'Final State Equalization', towards the end of May <b>1,495,175,733</b>
Local Government Unit <b>County</b>	For LOCAL School Districts: 2009 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 2009 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Millage Authorized by Election, Charter, etc.	(5) 2008 Millage Rate Permanently Reduced by MCL 211.34d	(6) 2009 Current Year Millage Reduction Fraction	(7) 2009 Millage Rate Permanently Reduced by MCL 211.34d	(8) 2009 Sec 211.34 Millage Rollback Fraction	(9) 2009 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-04	0.2000	0.1989	1.0000	0.1989	1.0000	0.1989		0.1989	Dec-09
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-04	0.9000	0.8953	1.0000	0.8953	1.0000	0.8953		0.8953	Dec-09
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	Jan-08	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-13
Sp Voted	Recycling	Aug-08	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-16
Sp Voted	MCF Construction Debt	Aug-02	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000		1.0000	Dec-16

Prepared by <b>Walt Schlichting</b>	Title <b>Equalization Director</b>	Date <b>6/5/2009</b>
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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>Margie White-Cormier</b>	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Type Name <b>Gerald Peterson</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)