

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
THURSDAY, DECEMBER 29, 2011 – 8:30 A.M.**

**H. H. PURDY BUILDING BOARD ROOM  
125 W. Lincoln Street  
Caro, MI**

125 W. Lincoln Street  
Caro, MI 48723

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

- 8:30 A.M. Call to Order – Chairperson Bardwell  
Prayer – Commissioner Kern  
Pledge of Allegiance – Commissioner Allen  
Roll Call – Clerk White  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period  
Consent Agenda Resolution (See Correspondence #2)  
New Business  
-Workers Compensation Proposals (9:00 A.M.)  
-Michigan State University Extension Memorandum of Agreement  
(See Correspondence #3)  
-ORV Ordinance Update  
-Kiosk System Revenue  
-Sheriff Police Services Contract-Millington Township (See  
Correspondence #4)  
-Agreement for Legal Representation of Indigents in the 54<sup>th</sup> Judicial  
Circuit Court (See Correspondence #5)  
-Primary Road Millage Transfer Request  
-Bridge/Millage Transfer Request  
-Sheriff Dept. Request for Out-of-State Travel Pre-Approval (See  
Correspondence #9)  
-GASB 54 Implementation  
-2012 Board of Commissioners Meeting Schedule (See  
Correspondence #11)  
-Potential Combining of County Clerk and Register of Deeds  
Positions  
-2011 Year-End Budget Amendments (See Correspondence #15)  
Old Business  
Correspondence/Resolutions

**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  
County Planning Commission

PETZOLD

Recycling Advisory  
Mid-Michigan Mosquito Control Technical Advisory Committee  
Michigan Works  
Multi-County Solid Waste  
TRIAD  
Local Unit of Government Activity Report  
Road Commission  
Health Board

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  
DHS/Medical Care Facility Liaison  
Tuscola 2020

BARDWELL

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

ALLEN

Board of Public Works  
Local Unit of Government Activity Report  
Human Services Coordinating Council  
Great Start Collaborative – Tuscola County  
Parks & Recreation  
MAC Judiciary & Public Safety Committee  
NACo Agricultural Committee  
NACo Rural Action Caucus  
MAC Agriculture & Tourism

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 December 15, 2011 Full Board Minutes
- #2 Consent Agenda Resolution
- #3 MSU Extension Memorandum of Agreement
- #4 Millington Township Enforcement Services Agreement
- #5 Agreement for Legal Representation of Indigents in Circuit Court
- #6 November 23, 2011 Road Commission Minutes
- #7 Energy Efficiency and Conservation Block Grant
- #8 December 2011 Health Dept. Monthly Report
- #9 Sheriff Dept. Out-of-State Travel Request
- #10 Tuscola County Health Dept. Personnel Policy Changes
- #11 2012 Board of Commissioners Meeting Schedule
- #12 December 8, 2011 Road Commission Minutes
- #13 December 22, 2011 Committee of the Whole Minutes
- #14 Letter to Federal Officials Regarding HDC State Payments
- #15 December 2011 Budget Amendments
- #16 Michigan Population Loss

*DRAFT*

**Tuscola County Board of Commissioners  
December 15, 2011 Minutes  
H. H. Purdy Building**

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 15th day of December, 2011 to order at 8:30 o'clock a.m. local time.

Prayer by Commissioner Peterson  
Pledge by Commissioner Kent

**COMMISSIONERS PRESENT:**

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

11-M-274

Motion by Allen seconded by Peterson to adopt the agenda as amended.  
Motion carried.

11-M-275

Motion by Allen seconded by Kern to approve the minutes of the  
11/23/2011 regular meeting. Motion carried.

Brief Public Comment – Clare Fryers, Village of Mayville appeared to state he  
was in favor of the passage of the ORV Ordinance.

11-M-276

Motion by Peterson seconded by Allen to approve the following Consent  
Agenda Resolution:

Move to approve the 2011 budget amendments as defined in Attachment  
A of the November 23, 2011 Committee of the Whole agenda and authorize  
implementation of said budget changes. Motion carried.

8:30 a.m. – ORV Ordinance Public Hearing

Arnold Rogers appeared regarding the ORV Ordinance. He inquired whether  
there would be a response to non-emergency calls.

Mike Tuckey with the Road Commission appeared to state that townships have  
the right to opt out and the Road Commission can close roads to this type of  
activity. The Road Commission Board was fearful that ORV operators would not  
be aware of any restrictions.

Clare Fryers inquired about altered golf carts as the ordinance does not allow golf carts.

Joe Green appeared to state he was in favor of the ORV Ordinance.

Eugene Kaake appeared to state he was in favor of the Ordinance

Donald Clinesmith appeared to state he was in favor of the Ordinance. He is concerned about enforcement.

Gerald Brown appeared with questions concerning the ordinance.

Pat Sheridan appeared seeking clarification regarding signage.

Lucas Weber stated people should be allowed to ride whatever means of transportation they have.

Julie Matuszak appeared regarding ways to communicate road restrictions.

Hearing closed at 9:23 a.m.

9:30 a.m. – 2012 County Budget Public Hearing

11-M-277

Motion by Kern seconded by Allen to approve the 2012 General Appropriations Act adopting the 2012 County Budget with changes, if any, as decided at the December 15, 2011 Board of Commissioners meeting. Roll call: Kern, yes; Petzold, yes; Peterson, yes; Bardwell, yes; Allen, yes. Motion carried.

Public Hearing closed at 9:40 a.m.

11-M-278

Motion by Kern seconded by Allen that per the November 29, 2011 letter of request, to reappoint Tina Middaugh to the Board of Health for another term. Motion carried.

11-M-279

Motion by Kern seconded by Allen that per the December 13, 2011 letter of request, to reappoint Kelly Whittaker to the Department of Human Services Board. Motion carried.

11-M-280

Motion by Allen seconded by Peterson that the County Clerk be requested to advertise to fill the vacant position on the Board of Public Works. Motion carried.

Information Technology Update – Eean Lee with Zimco

Recess at 10:11 a.m.

Meeting resumed at 10:30 a.m.

10:30 a.m. Potential Combining of County Clerk and County Register of Deeds  
Public Hearing

Karen Goodchild, Fairgrove Township Clerk and president of the local clerks' association, appeared to state the members of the association is against the combination.

Tim McDonnell, immediate past president of the Michigan Land Title Association, appeared to state the association is not in favor of combining the offices.

Joyce Watts, Allegan County Clerk/Register of Deeds, appeared to make the board aware of the downside to combining. She further stated there was no cost savings realized.

Susan Kaltenbach, Saginaw County Clerk, appeared to state the Saginaw County Board of Commissioners decided in February not to combine offices.

Jodi Fetting, Chief Deputy Clerk, appeared to ask the board not to combine the offices.

Judy Adams from Vassar appeared to state she is against the combining of the offices.

Joann Tauber, Novesta Township Clerk and assessor, appeared to state she is not in favor of combining the offices.

Bambi Sommerlott, Hillsdale Register of Deeds, and president of the Michigan Association of Registers of Deeds, appeared to urge the board to not combine the offices.

Norma Wallace, former Elkland Township Clerk, and current county canvasser, appeared to state she is not in favor of combining the offices.

Robert Mantey, Drain Commissioner, appeared to state combining the offices does not make sense.

Barb Tanks, Watertown Township Clerk, stated she takes issue with removing an elected official.

Chuck Heinlein, incoming Denmark Township Clerk, asked the board not to combine the offices.

Eean Lee, IT Coordinator, outlined the effect on his department should the two offices be combined.

Margie White, County Clerk, identified a number of reasons the combining of the offices would be detrimental to the constituents the offices serve.

Dan Grimshaw, Register of Deeds, stated he is not in favor of combining the offices.

Mary Warren, Arbela Township Clerk, stated Lansing is pushing counties to combine and to not listen to the state.

Public Hearing closed and meeting recessed at 12:09 p.m.

Meeting resumed at 1:15 p.m. Commissioner Kern was absent.

Ione Vyse, Airport Administrator, presented her annual report. She is seeking reappointment.

11-M-281

Motion by Peterson seconded by Allen to receive and place on file the Airport Zoning Administrator's Annual Report. Motion carried.

11-M-282

Motion by Allen seconded by Peterson that per the November 19, 2011 letter of request from Future Youth Involvement, authorization is given to use the Courthouse lawn for the Cardboard Sleep-Out on May 19-20, 2012. Motion carried.

11-M-283

Motion by Allen seconded by Peterson to approve the Local Bridge Millage transfer request of \$15,924.00 as identified by Voucher #06-11 dated December 8, 2011, for transfer from the Bridge Millage Fund to the Road Commission General Fund. Motion carried.

11-M-284

Motion by Allen seconded by Peterson to approve the Primary Road Millage transfer request of \$25,763.14 as identified by Voucher #06-11 dated December 8, 2011, for transfer from the Primary Road Millage Fund to the Road Commission General Fund. Motion carried.

Commissioner Kern entered the meeting at 1:20 p.m.

11-M-285

Motion by Allen seconded by Petzold that per the December 7, 2011 letter of request from the Equalization Director, to authorize Walt Schlichting to carry over vacation days from 2011 that he was unable to use in 2011 because of the extra time required to transition to the new BS&A software. Motion carried.

11-M-286

Motion by Allen seconded by Kern to approve the resolution establishing the Wisner Township Water Distribution System and Contract and authorize all appropriate signatures. Motion carried.

11-M-287

Motion by Allen seconded by Petzold to receive and place on file the December 12, 2011 letter of retirement from Mari Young in the Controller/Administrator's office with said resignation to be effective February 3, 2012. Motion carried.

11-M-288

Motion by Kern seconded by Peterson to lift the county hiring freeze and authorize posting/advertising to fill the budgeted part-time Fiscal/Personnel Analyst position which will become vacant after February 3, 2012. Motion carried.

11-M-289

Motion by Kern seconded by Allen that per the December 14, 2011 letter of request that \$150 be transferred from the Probate Court budget 101-148-000 (Contractual) to 101-148-705 (Salaries Temporary) to cover employee leave time  
Motion carried.

Extended Public Comment – none

Meeting adjourned at 1:36 p.m.

Margie A. White  
Tuscola County Clerk

**Statutory Finance Committee Minutes  
Thursday, December 15, 2011  
HH Purdy Building  
125 W. Lincoln St., Caro, MI**

Called to order: 2:01 p.m.

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

Also present: Margie White

Claims and per diems were reviewed and approved.

Public Comment - none

Meeting adjourned at 2:10 p.m.

Margie A. White  
Tuscola County Clerk

*DRAFT*

**Tuscola County Board of Commissioners  
December 15, 2011 Minutes  
H. H. Purdy Building**

County Clerk Margie White called the Organizational Meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 15th day of December, 2011 to order at 1:37 o'clock pm. local time.

County Clerk Margie White declared the floor open for nominations for Chairman.

11-M-290

Motion by Peterson seconded by Allen to nominate Thomas Bardwell Chairman. Motion carried.

Chairman Bardwell declared the floor open for nominations for Vice-Chairman.

11-M-291

Motion by Allen seconded by Petzold to nominate Gerald Peterson Vice-Chairman. Motion carried.

11-M-292

Motion by Peterson seconded by Kern to adopt the recommended Organizational Model and Meeting Schedule, agenda Item "A". Motion carried.

Public Participation – none

Meeting adjourned at 2:00 p.m.

Margie A. White  
Tuscola 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 H.H. Purdy Building in the Village of Caro, Michigan, on the 29<sup>th</sup> day of December, 2011 at 8:30 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 12/15/11

**Description of Matter:** Move that the Tuscola County Health Department fee schedule changes as recommended by the Board of Health on December 16, 2011 be approved.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 12/15/11

**Description of Matter:** Move that per the request of the Human Development Commission (HDC), that a letter be sent to Senators Levin and Stabenow and Representative Kildee expressing concern with the unacceptable delays in federal and state payment to HDC which is caused by new required extensive additional information that has to be prepared to receive payment for the critical services provided to families and individuals in need.

**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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Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

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Margie White  
Tuscola County Clerk

**Mike Hoagland**

**From:** Bixler, Joseph [bixlerj@anr.msu.edu]  
**Sent:** Monday, December 26, 2011 6:48 AM  
**To:** mhoagland@tuscolacounty.org  
**Cc:** Thom Bardwell (tbardwell@hillsanddales.com); Hudson, Hal  
**Subject:** 2012 Tuscola County MSUE Memorandum of Agreement (MOA) - DRAFT FINAL  
**Attachments:** Tuscola County 2012 Final MOA.doc

Mike:

As I mentioned last week at the BOC Committee of the Whole meeting, I am attaching the final DRAFT version of the 2012 Memorandum of Agreement (MOA). To briefly review the financials thereof: The total agreement costs out at \$107,619; \$47,619.00 for the annual assessment, \$57,000.00 for a clerical support position (MSUE employee), and \$3000.00 for general office operating (supplies/copying paper, etc).

The basic tenant of this agreement is for 5 years. The annual work plan (Exhibit A) provides for MSUE and the County to work out the financials ANNUALLY! The County is NOT making a five year commitment to specific funding. That must be "negotiated" annually.

I will be in attendance at the BOC meeting on Thursday, December 29, 2011 to answer all questions you or the Board may have. It is my expectation that the MOA would be signed by the BOC Chair and I would process the other signatures with MSU in an effort to finalize.

Hope your Christmas was delightful and relaxing.

Joe Bixler, District 10 Coordinator  
Serving Lapeer, St. Clair, Huron, Tuscola and Sanilac Counties  
200 Grand River, Suite 102  
Port Huron, Michigan 48060  
Office (Direct) 810-989-6309  
Fax 810-985-3557

12/27/2011

**Agreement for Extension Services provided by  
Michigan State University**

Michigan State University Extension ("MSUE"), in collaboration with Tuscola County are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes:

- Enhancing Michigan's First Green Industry: Agriculture & Agribusiness
- Preparing Michigan's Children & Youth for the Future
- Greening Michigan: Leveraging Natural and Human Assets for Prosperity
- Improving the Health & Nutrition of Michigan's residents

MSUE and the County have a long history of working cooperatively to deliver Extension services. We agree to each contribute resources to continue the delivery of Extension services in the County.

**I. Basic Contributions. Generally, each of us agrees to contribute the following:**

**A. MSUE will provide:**

1. Access to programs in all four MSUE Institutes by residents in your County. This includes access to educators appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension educators' salaries and benefits. At least one extension educator will be assigned to your County. The County may contract for additional extension educators at additional cost.
3. A 4-H program coordinator will be assigned for at least .5 FTE to the County, with up to 3.0 FTE assigned based on the youth population of the County. The County may contract for additional FTE employees at additional cost.
4. Administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty ("Personnel") who provide programming to counties. Operating expenses include, for example, travel reimbursement, professional development and communications costs.
5. Supervision of the Personnel providing services to the residents of the county.
6. Supervision of County clerical staff assigned to the County Extension office, if desired.
7. Reporting at least once per year on the scope of services provided, the audiences served, and the impacts of programs delivered by MSUE in the County.

**B. The County will provide:**

1. Office space for a County Extension office. The office will include space for at least one extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in Appendix A. The office and meeting space must be at least comparable to the average office space used by County employees. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.

\_\_\_\_\_  
Name County Year

## II. Funding

- A. MSU will pay the salary and benefits of the Personnel and the cost of the administrative oversight. These funds will be provided and disbursed within the University.
- B. The County will pay for the cost of the clerical staff (salary and benefits) who is an MSU Extension employee and the general operating costs of the Extension office (see Appendix B).
- C. The County will provide funds to an annual assessment (see Annual Work Plan) that will be charged to the county and administered by MSU. The assessment will fund the operating expenses of the Personnel including the 4-H coordinator and the salary and fringe benefits of the 4-H coordinator position. The operating costs to be funded from the annual assessment are included in Appendix B. The assessment will be reviewed annually by MSU in consultation with the county.

## III. Specific Contributions

Specific contributions and terms specific to the County are listed on Exhibit A, which is attached. Exhibit A will be updated annually to reflect the commitments for the upcoming year.

## IV. Term and Termination

This agreement is effective on January 1, 2012 and terminates on December 31, 2016 (5 yrs later). Either MSUE or the County may terminate this agreement, with or without cause, with 120 days written notice.

## V. General Terms

1. Independent Contractor. The University is an independent contractor providing services to the County. The County and the University do not have the relationship of legal partners, joint venturers, principals or agents. MSUE Personnel have no right to any of County's employee benefits.
2. Force Majeure. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. Assignment. This agreement is non-assignable and non-transferable.
4. Entire Agreement. The agreement, with its Exhibit A, is the entire agreement between MSUE and the County, superseding all previous agreements, for the subject matter of this Agreement. The agreement can only be modified in writing signed by both MSUE and the County.
5. No Third Party Beneficiaries. The agreement is solely for the benefit of MSUE and the County. It does not create any benefit or right for any other person, including residents of the County.
6. Indemnification: Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, in any way incident to or arising out of the performance or non-performance of services by the other party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.

\_\_\_\_\_ County \_\_\_\_\_  
Name Year

7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The University, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**MICHIGAN STATE UNIVERSITY**

**Tuscola COUNTY**

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

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

Daniel T. Evon, Director,  
Contract & Grant Administration

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

\_\_\_\_\_  
Name County Year

**EXHIBIT A: Annual Work Plan**

**A. Specific Contributions by MSUE:**

1. At least 1.0 FTE extension educator whose primary office of operation will be the county Extension office included in assessment.
2. 0 additional extension educators at \$87,000 (FTE \* rate).
3. 1.5 FTE 4-H program coordinator(s) included in assessment whose primary office of operation will be the county Extension office.
4. 0 additional 4-H program coordinators/other paraprofessional/ (FTE \* rate).
5. Administrative oversight included in annual assessment.
6. Access to extension educators with expertise in each of the MSUE Institutes included in annual assessment.
7. Supervision of University provided academic and paraprofessional staff. Supervision of county clerical staff and/or county staff upon request. Supervision is included in the annual assessment.
8. Annual reporting of services provided, audiences served, and impact of programs in the county.

**B. Specific Contributions by the County:**

1. Office space for a County Extension office. The office will include space for at least one Extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. Office space will be available for additional MSUE and/or county staff as mutually agreed. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in appendix A. The office space must be at least comparable to the average office space used by County employees.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical staff position in Tuscola County is an MSUE employee and the funding for this position is provided by Tuscola County. The total salary and fringe for this position is \$57,000.00.
3. Operating expenses for the office and Personnel of \$3000.
4. The Assessment Fee of \$47,619.00 and \$57,000.00 for a clerical support position, as described above in Section B item 2.

**C.**

**Assessment to County:**

For the period January 1, 2012 to December 31, 2012, the County shall pay to MSUE \$47,619.00, which is the cost of the assessment plus any additional personnel costs. Payment will be made the first month of each quarter of the county fiscal year. Payments should be sent to CANR Budget and Finance, 210 Ag Hall, Michigan State University, East Lansing, MI 48824.

**MICHIGAN STATE UNIVERSITY**

**Tuscola COUNTY**

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

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

Daniel T. Evon, Director,  
Contract & Grant Administration

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name County Year

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

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

\_\_\_\_\_  
Name County Year

**Appendix A**  
**Technical Standards for County Internet Connections**

Michigan State University Extension employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

It is our goal to provide the safest computing environment we can. Besides employing CISSP and Microsoft certified technicians to manage our systems, IT providers who work with us can be assured that best practices are followed in data security at each step.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. However, networks that support our employees are not expected to see traffic from gaming within some of these applications – most notably, services such as “Mafia Wars” or “Farmville”, which can be resource intensive. MSUE staff and others can refer to the standing Social Media Policy for more details.

The easiest way to allow access to necessary applications needed by Extension personnel is to allow the full MSU Internet Protocol Range access to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. The MSU-owned ranges are:

NetRange	35.8.0.0 - 35.10.255.255
CIDR	35.10.0.0/16 35.8.0.0/15

If you would like to narrow the scope further for additional protection, the addresses that will need to be allowable include:

- 35.9.160.36 (1935,443) (authentication)
- 35.8.201.221 (10020) (ProofPoint)
- 35.9.83.132 (all) (vpn.msu.edu)
- 35.9.121.194 (443) (SharePoint)
- 35.9.121.211 & 212 (443) (Exchange)
- 35.8.10.135 (adobe connect)

The following clients are necessary on all computers – Outlook (preferably 2010, MSUE provides Office 2010 licensing), Lync 2010 Client, SAP client, VPN client. (IE 7.0 or higher)

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to [support@anr.msu.edu](mailto:support@anr.msu.edu), where they will be routed to the best person to assist you.

\_\_\_\_\_  
Name County \_\_\_\_\_  
Year

**Appendix B**  
**Specification of the Allocation of Costs**

Annual assessment funds will cover

- salary and fringe for 4-H Coordinator
- travel required by academic educator and/or paraprofessional staff, including the 4-H Coordinators
- computer
- cell phone costs
- expenses associated with programmatic work

County will be expected to provide

- office space
- utilities for office space
- at least one landline for phone service
- high speed internet access
- any travel the clerical staff may need to carry out as part of their work assignment
- other expenses associated with direct constituent service requests

\_\_\_\_\_  
Name County Year



**Tuscola County Sheriff's Office**

420 Court Street • Caro, MI 48723  
Lee Teschendorf, Sheriff  
Glen Skrent, Undersheriff

Phone (989) 673-8161  
Fax (989) 673-8164

**AGREEMENT FOR ENFORCEMENT SERVICES**

**TUSCOLA COUNTY SHERIFF**

**TOWNSHIP OF MILLINGTON**

**TWO OFFICERS**

**THIS AGREEMENT, made and entered into on this first day of January 1, 2012 by and between the SHERIFF of the County of Tuscola, Michigan, hereafter called the "SHERIFF", and the TOWNSHIP of Millington, Tuscola County, Michigan, hereafter called the "TOWNSHIP".**

**WHEREAS, the TOWNSHIP is authorized and empowered under the provisions of Act 246 of the Public Acts of 1945, as amended, (MCLA 41.181 et seq) to employ and establish a police department with full power to enforce Township Ordinances and state laws and for the that purpose to call upon the SHERIFF to provide special police protection for the TOWNSHIP; and**

**WHEREAS, the TOWNSHIP has by resolution appropriated funds to provide special police protection for the TOWNSHIP; and**

**WHEREAS, the TOWNSHIP desires to employ and establish a police department with full power to enforce Township Ordinances and state laws and desires to call upon the SHERIFF to provide special police protection for the TOWNSHIP and enforce local Township Ordinances; and**

**WHEREAS, the SHERIFF is agreeable to rendering such services on the terms and conditions hereinafter set forth.**

Now therefore the parties agree:

**ARTICLE I**

**THE SHERIFF SHALL PROVIDE:**

- 1. Two officers, deputy sheriffs, for eighty hours of duty in the TOWNSHIP each week for 52 weeks of the year and necessary overtime as hereinafter set forth, less the officers approved annual vacation leave, compensatory time, personal business day (s), compensation days, and sick leave. Hours of regular duty shall be at such time as shall be agreed to by the SHERIFF and the TOWNSHIP from time to time. The hours of duty shall commence and end at the offices of the Township of Millington.**
- 2. The officers on duty as provided herein shall be under the jurisdiction of and solely responsible to the SHERIFF. The officers provided under the terms of this agreement are not and shall never be employees of the TOWNSHIP. The rendition of services, the**

MISSION STATEMENT: The Tuscola County Sheriff's Office will serve the public by providing the coordination and delivery of law enforcement, corrections and support services for the safety and protection of people and property with respect to the constitutional rights of all citizens.



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## Tuscola County Sheriff's Office

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420 Court Street • Caro, MI 48723  
Lee Teschendorf, Sheriff  
Glen Skrentl, Undersheriff

Phone (989) 673-8161  
Fax (989) 673-8164

### MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2012)

standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall be at the sole discretion and in the sole control of the SHERIFF. The Supervisor of the TOWNSHIP shall at all times speak for the TOWNSHIP on all matters pertaining to this agreement. Any comments, complaints, or recommendation shall be made directly to the SHERIFF by the Supervisor of the TOWNSHIP only. In the event of a substantial difference of opinion between the SHERIFF and which cannot be resolved either party may terminate this agreement on sixty days notice.

3. The SHERIFF shall enforce all Township Ordinances of the TOWNSHIP of Millington and statutes of the State of Michigan in the corporate limits of the TOWNSHIP of Millington. The services to be performed by the SHERIFF pursuant to this agreement shall be in addition to the law enforcement presently performed in the TOWNSHIP by the SHERIFF.
4. The SHERIFF shall provide all necessary supervision, dispatching, report material, weapons, arms and armaments, uniforms, police type equipment, restraints and restraining equipment, guarding and transportation of criminals and suspects, patrol vehicle oil changes, and any other items or equipment necessary and ordinary to the activities and duties of police. The TOWNSHIP shall not be obligated to pay costs which are attributable to services or facilities normally provided or available to all cities and townships within the County of Tuscola as part of the County of Tuscola's obligation to enforce the law.
5. The SHERIFF shall provide all necessary insurance for any employees of the SHERIFF acting under this agreement including workers compensation insurance, unemployment insurance, general liability insurance, and any other necessary insurance in connection with any duties of any employee of the SHERIFF acting pursuant to this agreement. The SHERIFF shall provide all payment of salaries, wages, fringe benefits, compensation for injury, compensation sickness, or sick pay, unemployment benefits, vacation or holiday pay, or other compensation to any county personnel performing services hereunder for the TOWNSHIP. The SHERIFF shall hold and save harmless the TOWNSHIP from any claim of any kind or nature whatsoever of any employee of the SHERIFF made in connection with the duties or activities of the SHERIFF in connection with this agreement.
6. It will be the responsibility of the Sheriff's deputies assigned to Millington Township to keep the patrol vehicle clean inside and out with the TOWNSHIP providing the monies and supplies to do so.
7. Each deputy assigned to the TOWNSHIP shall have received and acknowledged what the current contract is with the TOWNSHIP.
8. When a shift is not going to be filled, and no one will be on duty, it is the road patrol Lieutenant or his designee's responsibility to notify the Township Supervisor or the Millington Township Office in a timely manner and let them know that no one will be on duty.



## **Tuscola County Sheriff's Office**

420 Court Street, Millington, MI 48723

Lee Teschendorf, Sheriff

Glen Skrent, Under Sheriff

Phone (989) 673-8161

Fax (989) 673-8164

### **MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2012)**

#### **ARTICLE II**

##### **THE TOWNSHIP SHALL:**

- 1. The TOWNSHIP shall provide adequate office space for the SHERIFF'S employees to prepare reports and telephone equipment necessary for said employee to make and receive telephone calls, a patrol car, mobile radio communication, gasoline, and repair as needed on such equipment as shall be provided by the TOWNSHIP hereunder.**
- 2. The patrol car provided by the TOWNSHIP shall be titled in the name of the TOWNSHIP and of such type and condition, as the SHERIFF shall require. The car will not be sent outside the limits of the TOWNSHIP of Millington on any call except in case of hot pursuit or in an emergency situation necessary for protection of life or property, and in case of emergency, only upon the verbal direction of a Sergeant or higher ranking officer. If any car is sent out of the TOWNSHIP on such emergency, it will be sent only to assist and not to investigate a complaint. Timely and full reports of each incident when the Township police car is sent outside of the Township shall be made at least once a month in the report of the SHERIFF as provided in paragraph 3 below.**
- 3. Once each month the SHERIFF shall prepare and submit to the TOWNSHIP, a monthly report of activities of the SHERIFF done in connection with this agreement with any recommendations or requests that the SHERIFF may feel it appropriate to include, with copies of the daily activity reports of the officers on duty as provided herein. In addition the SHERIFF shall respond promptly and to the best of his ability, to any reasonable request of the Supervisor of the TOWNSHIP for information. The SHERIFF agrees to make himself, or when necessary an empowered designee, available for conference which may be requested by the Supervisor of the TOWNSHIP in connection with this agreement.**
- 4. The TOWNSHIP agrees to engage in no activity which would in any way bring about any liability of any kind or nature whatsoever to the SHERIFF other than that which may naturally result from the execution and performance of its duties. The TOWNSHIP shall hold and save harmless the SHERIFF from any claim of any kind or nature whatsoever of any employee of the TOWNSHIP or any other person, corporation or entity for any activity done or made in connection with this agreement.**
- 5. When a violation of law is charged, such charge shall be made under State Law so long as an appropriate state law is available. All traffic offenses shall be charged under state law. The SHERIFF shall arrange to provide necessary personnel for witnesses as required. Any fines collected pursuant to Township Ordinances shall be paid over to the TOWNSHIP and other entities as required by law.**

#### **ARTICLE III**

##### **THE TOWNSHIP SHALL PAY SHERIFF CHARGES FOR COST OF SERVICE AS FOLLOWS:**

- 1. The TOWNSHIP shall pay to the SHERIFF all of the costs of performing the enforcement services as set forth above as follows.**



## Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723  
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### MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2012)

#### Computation of annual cost for two officers in 2012:

A. Salary, two officers per week at top appropriate (includes longevity, and college as appropriate):  
\$ 90239.00

1.	Shift Premium	\$ 800.00
2.	Health Ins Incentive	\$ 0
3.	Disability Plan	\$ 1,300.00
4.	Salaries Temporary	\$ 3,000.00
5.	Salaries Overtime	\$ 15,500.00
6.	Workman's Comp.	\$ 551.00
7.	Health & Dental & Vision Insurance	\$ 26,000.00
8.	FICA	\$ 8,442.00
9.	Life Insurance	\$ 170.00
10.	Retirement	\$ 12,245.00
11.	Supplies, Printing, and Postage	\$ 400.00
12.	Gas, Oil, or Grease	\$ 100.00
13.	Employee Laundry	\$ 550.00
14.	Blood Alcohol	\$ 800.00
15.	Insurance & Bonds	\$ 2,200.00
16.	Equipment Repair and Maintenance	\$ 2,500.00
Total 2012:		\$ 164,797.00



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## Tuscola County Sheriff's Office

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Fax (989) 673-8164

### MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY – 2012)

2. The amounts set forth in paragraph two (2) are based on the TOWNSHIP paying for regular time worked by the SHERIFF employees at the contractual rate of base pay. The TOWNSHIP shall pay for any overtime worked by the SHERIFF employees at the rate of regular time and one-half. The TOWNSHIP shall pay the overtime rate for any time that an officer spends testifying in court on TOWNSHIP matters, and for any time over a 40 hour week necessary to complete work on emergency matters, or any overtime work approved verbal direction of a Sergeant or Senior officer on duty in the absence of a Sergeant or higher ranking officer. The SHERIFF agrees that overtime salaries incurred shall be kept at a minimum.
3. By the eighth day of each month with not more than one month in arrears, the SHERIFF shall prepare a detailed statement of billing prepared pursuant to the above. Such a bill will be presented to the TOWNSHIP to be voted on at the next meeting of the TOWNSHIP BOARD and paid promptly in accordance with the regular bill paying procedures of the TOWNSHIP.
4. The SHERIFF will provide for service in the Township, under terms of this agreement, officers with necessary experience and the ability to work alone on their own direction when necessary. The SHERIFF and TOWNSHIP will agree on the officers who are assigned for work in the TOWNSHIP under the terms of this agreement.

#### ARTICLE IV

##### TERM OF AGREEMENT

1. Unless sooner terminated, as provided for herein, this agreement shall be for the term commencing as of January 1, 2012, and ending December 31, 2012; thereafter, at the option of the TOWNSHIP and with the consent of the SHERIFF, this agreement shall be renewable for successive periods agreed upon by the parties.
2. In the event the TOWNSHIP desires to renew this agreement for any succeeding period, the TOWNSHIP shall, not later than 60 days preceding the expiration date of this agreement, notify the SHERIFF, that it wishes to renew the same;

Whereupon the SHERIFF not later than 30 days from receipt of notice, shall notify the TOWNSHIP, in writing of his willingness to accept renewal for an additional period or such other terms as he deems advisable, otherwise such agreement shall terminate at the end of such agreed upon period.



**Tuscola County Sheriff's Office**

420 Court Street • Caro, MI 48723  
Lee Teschendorf, Sheriff  
Glen Skrent, Undersheriff

Phone (989) 673-8161  
Fax (989) 673-8164

**MILLINGTON TOWNSHIP – SHERIFF AGREEMENT (Two Officers FY-2012)**

**ARTICLE V**

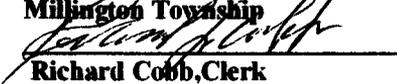
**SERVICE TO TOWNSHIP RESIDENTS**

1. Residents of the TOWNSHIP will be able to request emergency police assistance by telephoning 9-1-1 at all hours and obtaining information by telephoning 989-673-8161 at all hours.
2. The SHERIFF agrees to make himself available for consultation with the Township at reasonable times.

**IN WITNESS WHEREOF, the Township Board of Millington, by resolution adopted by its Township Board, caused this agreement to be subscribed by its Supervisor and its Clerk, and the County of Tuscola, by order of its Board of Commissioners has caused these presents to be subscribed by the Chairperson of said Board to be affixed hereto and attested by the County Clerk, all on the day of and year first above written.**

**TOWNSHIP OF MILLINGTON**

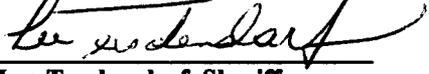
By:   
Robert Worth, Supervisor  
Millington Township

By:   
Richard Cobb, Clerk  
Millington Township

**County of TUSCOLA**

By: \_\_\_\_\_  
Thomas Bardwell, Chairperson of the  
Tuscola County Board of County Commissioners

By: \_\_\_\_\_  
Margie White-Cormier, Tuscola County  
Clerk

By:   
Lee Teschendorf, Sheriff

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

This Agreement made and entered into by and between the 54<sup>th</sup> Judicial Circuit Court, whose address is 440 North State St., Caro, Michigan, hereinafter called the Court; and the Law Office of Robert A. Betts, 191 N. State Street, Caro, Michigan; the Law Office of John Bishop, 656 State Road, Vassar, Michigan; the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan; the Law Office of Ransford & Crews, PC, 303 N. State Street, Caro, Michigan; and the Law Office of Abbey, Abbey & Thomas, PLLC, 121 W. Grant Street, Suite 3, Caro, Michigan; hereinafter called the Consortium. The Consortium consists of five independent attorneys, as set forth above, who have formed this Consortium for the sole purpose of this contract. **Each member of the Consortium is an independent contractor and shall be solely and independently responsible for all actions and professional matters in connection with each case assigned to that member. No member of the Consortium shall be responsible for the conduct of any other members of the Consortium with regards to any and all professional services under this contract.**

I. Personnel

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

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

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

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

If the Chief Judge determines that a replacement attorney, not a member of the Consortium, or additional attorney(s) are needed under the circumstances, he shall appoint such attorney(s). The maximum of \$300.00 for the costs for such replacement or additional attorneys shall be paid for from the contract amount paid to the Consortium. Further, the Consortium agrees that an escrow account will be created in \$500.00 per month increments, which will be withheld from the Consortium's monthly payments referenced below. This escrow account shall be utilized to pay for replacement or additional attorney(s) as the need arises. The aggregate payments for

replacement or additional attorney(s) shall not exceed a total of \$6,000.00. If the aggregate payments for replacement or additional attorney(s) for the term of this Agreement are less than \$6,000.00, then the balance of the escrow account shall be paid to the Consortium, at the end of the contract term

## II. Term of Agreement

The term of this Agreement shall be from January 1, 2012 through December 31, 2012. This Agreement may be renewed on an annual basis upon the same terms or such other terms as may be agreeable to the parties in writing.

## III. Administration and Support

The Consortium shall provide the following:

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

## IV. Duties

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

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

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

## V. Compensation

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

1. The sum of one hundred eighty thousand dollars (\$180,000.00), to be paid in equal monthly installments of fifteen thousand dollars (\$15,000.00) on the first of each month beginning February 1, 2012 and continuing every month thereafter until paid in full. Each of the five attorneys shall be paid an equal amount of each monthly installment.
2. In addition, the Court shall pay, upon motion and prior approval by the Court, the following expenses:
  - a. Expert witness fees and costs;
  - b. Polygraph examination;
  - c. Psychiatric examination;
  - d. Investigations fees and costs;
  - e. Translator's fees; and
  - f. Travel to State Prisons and County Jails located in a county other than Tuscola County and not contiguous to Tuscola County.
3. The Consortium agrees that the above expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the defendant and at the discretion of the Chief Judge.
4. The Court will pay, normal and regular witness fees and costs, including service of subpoenas; and including any costs associated with obtaining discovery.
5. No other payments other than those stated herein shall be made without specific approval of the Court.

## VI. Early Termination

This Agreement may be terminated by either party at any time, with or without cause, upon not less than ninety days (90) written notice delivered by mail or in person to the other party. Notice to the Court shall be delivered to the Chief Judge of the 54<sup>th</sup> Judicial Circuit Court located at 440 N. State St. Caro, MI. 48723. Notice to the Consortium shall be the members as follows: the Law Office of Robert A. Betts, 191 N. State Street, Caro, Michigan; the Law Office of John Bishop, 656 State Road, Vassar, Michigan; the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan; the Law Office of Ransford & Crews, PC, 303 N. State Street, Caro, Michigan; and the Law Office of Abbey, Abbey & Thomas, PLLC, 121 W. Grant Street, Suite 3, Caro, Michigan. In the event of termination by either party, the attorneys appointed to represent individuals deemed indigent shall at all times maintain responsibility to represent their clients unless, upon appropriate motion, said attorneys are allowed to withdraw by the Chief Judge. From and following the date of termination, the Court shall not, and the Consortium will not, require, entertain or accept the Consortium's representation of indigents in new matters unless otherwise separately approved and authorized by the Court and the Consortium in writing.

## VII. Other Provisions

It is understood and agreed by the parties that:

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

## VIII. Insurance

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

## IX. Default

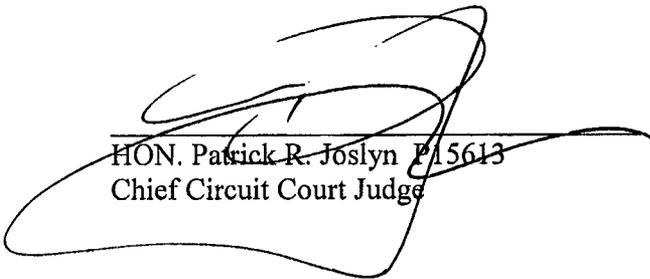
The failure of the Consortium to abide by the terms, conditions or requirements expressed in this Agreement shall constitute a default. If steps to correct said default are not taken by the Consortium upon receipt of written notice of the deficiency and request for compliance from the Court within thirty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

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

X. Entire Agreement

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

IN WITNESS WHEREOF, the parties have hereunder set their hands on this \_\_\_\_ day of December, 2012.

  
HON. Patrick R. Joslyn P15613  
Chief Circuit Court Judge

12/19/11  
Date

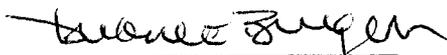
CONSORTIUM

\_\_\_\_\_  
Law Office of Robert A. Betts

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

\_\_\_\_\_  
Law Office of John Bishop

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

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

Dated: 12/19/11

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

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

\_\_\_\_\_  
Law Office of Abbey, Abbey & Thomas, PLLC

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

November 23, 2011

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Wednesday, November 23, 2011 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zaverucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Motion by Parsell seconded by Sheridan that the minutes of the November 10, 2011 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$96,855.91 and bills in the amount of \$129,807.99 covered by voucher #11-38 were presented and audited.

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

**Brief Public Comment Segment:**

(1) Mr. Brent Robinson with Paramount Enterprises appeared before the Board regarding two invoices he had received from the Road Commission for cleaning tracked mud on the roadway on November 15, 2011. Mr. Robinson understands and agrees to pay the first invoice for the Road Commission's labor and equipment to clean the road surface on that day, but disagrees with the second invoice of additional charges received for another visit made by the State Highway Foreman later that night. Mr. Robinson stated that in his opinion the second call was not necessary since there was very little mud on the roadway at that time. Superintendent/Manager Jay Tuckey, Ellington Township Supervisor Duane Lockwood, and Road Commissioner Julie Matuszak all reported their recollection of the incidents. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to cancel the invoice billed to Paramount Enterprises for a second set of charges related to the Road Commission reviewing the location for tracked mud on the roadway on the night of November 15, 2011. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to approve the recommendation of the Superintendent/Manager to initiate the hiring process and background investigations on candidate finalists Mr. Paul Hawley and Mr. Marc Southworth to fill two (2) hourly job openings within the Laborer classification. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Director of Finance Michael Tuckey reported to the Board an update regarding the transition of the Road Commission's group health insurance plan.

Motion by Parsell seconded by Zwerk to approve the signing of the title sheet for the Hurds Corner Road Federal Aid Project (job number 51714A), and to proceed with the Michigan Department of Transportation letting the project. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

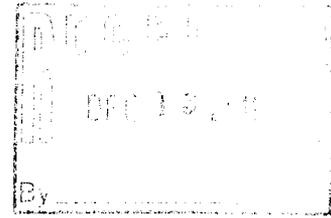
The Board requested that Management review the Road Commission's policy and the State Law regarding invoicing direct charges for negligent road damage, and to report back to the Board.

Motion by Parsell seconded by Zwerk that the meeting be adjourned at 9:30 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

# PURE MICHIGAN™



December 7, 2011

Mr. Michael Hoagland  
Tuscola County  
207 East Grant Street  
Caro, MI 48723

RE: BES-10-151/ Energy Efficiency and Conservation Block Grant (EECBG) – ARRA PROGRAM

Dear Mr. Hoagland:

Congratulations on successfully completing your Energy Efficiency & Conservation Block Grant (EECBG) project! The Michigan Energy Office (MEO) staff has appreciated your participation and commitment.

Through your efforts, you have succeeded in lowering emissions, conserving energy, cutting operational expenses and creating or retaining local jobs. We hope that the EECBG Program has been an effective tool for you to build community support for your energy efficiency goals.

With the metrics that you reported from your project, as well as the evidence of project success, the Michigan Energy Office can demonstrate the positive impact that this program has had on Michigan communities. It is our goal to highlight the many benefits achieved so that Michigan will continue to be seen as a leader in energy innovation and efficiency.

We thank you for making your EECBG-funded project a success. Please accept the enclosed certificate of achievement as a token of our appreciation and display it proudly for your community.

Sincerely,

Jan Patrick  
EECBG Program Manager  
Michigan Energy Office

Enclosure

**Tuscola County Health Department**  
**Board of Commissioners Monthly Report for December 2011**

Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer

Visit our website at [www.tchd.us](http://www.tchd.us)

**Outcomes for the Month:**

- Flu vaccinations continue. We still have plenty of vaccine left. No outbreak of influenza has occurred in our county or neighboring counties.

**Issues under consideration by the Local Health Department:**

- The Students Making Abstinence A Reality today team approved the updated by-laws and is currently working on the strategic plan to ensure that we are ready for the next grant round.
- We have received the 2012 Accreditation tool from the Michigan Department of Community Health. We will begin preparation for the July 23-27, 2012 review dates.
- The Health Department staff participated in our strategic planning session in early December. The Mission, Vision and Vision Priorities were discussed and updated.
- The Health Department will participate in an "Arbovirus" table top exercise this spring. Arboviruses are transmitted by ticks and fleas (blood sucking arthropods). Examples of Arboviruses include encephalitis, yellow fever, and dengue.

**Issues to be brought to Board of Commissioners:**

- The TCHD will be going on the County's BCBS PPO plan 2/1/12.
- The TCHD staff would like to wish the Board of Health and Board of Commissioners a very Merry Christmas and a Blessed and Prosperous New Year.

**Mike Hoagland**

**From:** Mike Hoagland [mhoagland@tuscolacounty.org]  
**Sent:** Tuesday, December 20, 2011 4:12 PM  
**To:** 'ggs@tuscolacounty.org'  
**Subject:** RE: LESO  
**Sensitivity:** Private

Glen.....I am going to take your email to the Committee of the Whole meeting this Thursday and discuss it with them.....hopefully they will give pre-approval to out of state travel for this purpose.....

Mike

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

**From:** Glen Skrent [mailto:ggs@tuscolacounty.org]  
**Sent:** Tuesday, December 20, 2011 1:12 PM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** LESO  
**Sensitivity:** Private

Have I sent this before? I don't remember?

Law enforcement agencies can get free military equipment. The free equipment ranges anywhere from office equipment to Humvees and other vehicles, laptops etc, These items are posted on the Law Enforcement Support Office website. The items in high demand go very very fast. All I have to do is click on the item to select it. The first person to select has first choice. When you are awarded the item you are then required to pick it up. The item could be located anywhere in the world but I would only select something that was worthwhile and close enough to us to be worth the drive to get it. The problem with out of state selection is that I would want pre-permission so to speak to be able to say , yes I will come to Kentucky to get a vehicle and drive it back. I just missed 6 Land Rovers in excellent condition because I didn't think I could accept them without permission from the board to travel out of state to get one. (each was valued at over \$60,000). Right now we need something to replace the mechanics jeep that plows our parking lot. My question is can I get permission to accept an item for pickup out of state without pre-approval from the board. Waiting more than a minute or two even could make the difference in getting an item. Any item taken has to be used by the Law Enforcement Agency and cant be sold. It either goes back to the Military or to another Law Enforcement Agency.



Undersheriff Glen Skrent  
 Tuscola County Sheriff Office

Great spirits have always encountered violent opposition from mediocre minds.

**Albert Einstein**

**Mike Hoagland**

**From:** Kathy O'Dell [kodell@tchd.us]  
**Sent:** Tuesday, December 20, 2011 10:28 AM  
**To:** Mike Hoagland  
**Subject:** Health Insurance changes  
**Attachments:** Personnel Policies Section 6 - 2012 with revisions.docx; Personnel Policies Section 6 - 2012 final.docx

Good morning,

I don't think that I sent you the changes that were made to the TCHD Personnel Policies section on Health insurance. These changes will align it with the County plan and were approved by the BOH. I am attaching both the version with revisions and the final version so you can see what was changed. These need to be approved at BOC meeting on the 29<sup>th</sup>. Thank you.

Kathy O'Dell, Administrative Services Coordinator/M.E. Secretary  
Tuscola County Health Department  
1309 Cleaver Road, Suite B  
Caro, MI 48723-9160  
Telephone: (989) 673-8114, Ext. 119  
Direct Dial: (989) 673-1857  
Fax: (989) 673-7490

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<b>SECTION</b>	6	<b>SUBJECT</b>	Employee Benefits
<b>PURPOSE</b>	To provide an understanding of the benefits available to Health Department employees.		
<b>EFFECTIVE DATE</b>	02/01/2012	<b>BOH ADOPTED DATE</b>	12/16/2011
<b>LAST REVIEW DATE</b>	12/16/2011	<b>BOC ADOPTED DATE</b>	12/29/2011

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**6.1 Medical/Hospital/Dental/Vision Insurance:** For the purposes of this section health insurance is defined as medical health insurance. Dental/vision insurance coverage is also a benefit. The TCHD will provide health/dental/vision insurance for eligible employees through a group policy covering all employees and their dependents in accordance with the Healthcare reform act. Effective 2/1/2012, the Health Department will offer four levels of Health Insurance. The first level is the base premium plan funded by the Health Department for full time employees up to the capped level allowed by Michigan legislation. The second through fourth levels are alternate plans through Tuscola County to other County employees. The difference in the cost between the base plan (actual premium costs or capped rate, whichever is lower) and the alternate plan will be funded by the employee. Employees receiving the alternate Health Insurance plan and employees working less than 75 hrs per pay will be required to sign the Medical Dental, Vision Prorated/Co-Payment Agreement. To be eligible for Health/Dental/Vision Insurance, the employee must work a minimum of 60 hrs per pay period on a regular schedule. Employees working 75 hrs per pay on a regular schedule shall have 100% of the Health Department's base health insurance plan premium paid by the employer up to the capped level allowed by Michigan legislation. If a full time employee chooses to buy up to any of the alternate health insurance plans, they shall be responsible for the payment of the difference in premiums including any portion of the base plan that exceeds the capped rate. Employees working between 60 and 75 hrs will be required to pay a prorated portion of the Health Department's base health insurance plan premium. For example, an employee working 60 hrs per pay period would pay 20% of the base health insurance plan premium while an employee working 67½ hrs per pay period, would pay 10% of the base health insurance plan premium. If an employee working less than 75 hrs chooses to buy up to any of the alternate health insurance plan, they shall be responsible for the payment of the difference in premiums including any portion of the base plan that exceeds the capped rate and plus their prorated portion of the employers base health insurance plan premium. Should it be necessary to reduce an employee's hrs to less than 75 hrs per pay, the employee will be required to pay the prorated portion of the premium and also the difference in the premiums between the base including any portion of the base plan that exceeds the capped rate and alternate plan if the employee chooses any of the alternate plans. New hire employees or part-time employees (work less than 60 hrs per pay on a regular schedule) who become full-time employees (work 60 hrs per pay on a regular schedule) will have a 30 calendar day waiting period after the month they are hired before health insurance becomes effective (i.e. if hired on March 15<sup>th</sup> they would not be eligible until May 1<sup>st</sup>; if hired on April 1<sup>st</sup> they would be eligible

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May 1<sup>st</sup>). Note: If an employee is presently on BCBS from another source and is transferring to the TCHD Health Insurance plan, there will be no waiting period to transfer from this plan to the TCHD Health Insurance plan. Employees who are taking the Health Insurance Incentive buy out will only be allowed to return to the Health Insurance benefit during the annual sign up period Dec 1- Dec 31 each year. The only exception to this would be if the employee loses health insurance coverage from another source. In this instance, the employee would be allowed to immediately return to the TCHD Health Insurance coverage upon notification of the Fiscal Division. Employees receiving health insurance incentive buyout may choose to receive dental & vision coverage, but must pay 100% of dental & vision premiums. Tuscola County Health Department employees eligible for Health Insurance at the time of retirement (works a minimum of 60 hrs. per pay on a regular schedule) will have the option of purchasing Health Insurance through the Tuscola County for the retiring employee and qualifying family members. The retiring employee would be responsible for full payment of the premium each month upon retirement plus a 2% premium fee for administration of this coverage. If the retiree opts for one of the upgraded plans from the base plan, the 2% Administrative fee will be calculated on the higher rate for the upgraded plan.

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- 6.4 Pension:** All employees working 10 days per month on a regular schedule shall be covered by the Michigan Municipal Employees Retirement System. The benefit shall be Plan B-3.
- 6.5 Workmen's Compensation:** The TCHD will carry Workman's Compensation Insurance on all employees in compliance with State and Federal legislation, rules and regulations.
- 6.6 Unemployment Insurance:** The TCHD will provide for unemployment compensation for all employees in compliance with State and Federal legislation, rules and regulations.
- 6.7 Professional Liability Insurance:** The TCHD will carry group Professional Liability Insurance on all employees, when appropriate.

- 6.8 FICA (Social Security):** All employees shall participate in the Federal Social Security System. The TCHD will deduct appropriate amounts from employee's wages and make contributions in accordance with Federal legislation.
- 6.9 COBRA:** Employees and qualified beneficiaries shall be provided with the opportunity to continue health care coverage they might otherwise lose as the result of the occurrence of a qualifying event in accordance with the Consolidated Omnibus Budget Reconciliation Act.
- 6.10 Employee Assistance Program:** The Department recognizes that alcoholism and drug abuse, mentally and physically affect an employee's performance. In light of that recognition, the Department shall provide referral assistance to those employees seeking intervention through counseling, treatment and/or alliance with a support group.
- 6.11 Direct Deposit:** The Tuscola County Health Department offers direct deposit for payroll.
- 6.12 Deferred Compensation:** Deferred compensation is available to all employees of the Health Department.
- 6.13 Flexible Tax Deferred Benefit Plan:** Health Department employees may elect to participate in a tax deferred AFLAC Flexible Spending Account (FSA) for eligible unreimbursed medical expenses. This program allows you to have a predetermined amount of dollars deducted tax free from your paycheck each pay period, to be placed in your AFLAC account. When eligible medical expenses are incurred, you will mail or fax the FSA claim form with the paid bill to AFLAC for reimbursement. You may not claim more medical expense in the plan year than authorized in your AFLAC salary redirection agreement. Participants have 90 days after the end of the plan year (July 14<sup>th</sup>) to submit eligible medical expenses incurred during the plan year. In addition, a "grace period" was adopted effective July 15, 2006; which allows participants two months and fifteen days following the end of the plan year to use any remaining balance for new eligible expenses incurred during the grace period. Any funds remaining in your account 90 days after the end of the plan year will be forfeited to the Employer and used to offset future administrative costs. Employees may also purchase other AFLAC insurance products, i.e., Cancer, Intensive Care, Accident, etc., and have the premiums deducted from their paychecks.
- 6.14 Health Care Savings program:** The Health Department has established a Health Care Savings Program in which all employees must participate. Types of contributions that will be allowed include 1) Mandatory Employee Contributions – a percentage of the employee's wage or a pre-set dollar amount per pay; 2) Mandatory Leave Conversion – upon separation (including retirement) up to 100% of the employee's banked annual leave and upon retirement or employee death, up to 50% of banked sick leave or up to 100% of severance pay; 3) Employee Elective Contributions - An employee that is part of a group may choose to designate an additional contribution above the amount agreed upon by the designated group. If an employee elects to make a contribution above the

designated group amount, this contribution will be made post-tax. A variety of groups have been identified based upon the following criteria: 1) quarter and year of hire; 2) full or part time status and 3) job classification. Participation in the program is mandatory for all employees. All employees within a defined group must agree upon the mandatory employee contribution amount and type. The employee contribution made through their defined group may be made tax-free into the employee's individual account. This program will be managed by MERS. An administrative fee will be charged by MERS for those employees making a financial contribution to the plan. Upon leaving employment of Tuscola County Health Department, the employee's account balance is available for tax-free reimbursement from MERS for medically related expenses, including health insurance premiums for the employee and eligible dependents. Changes in designated group contributions may only be made in July of each year.

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**Mike Hoagland**

**From:** Kathy O'Dell [kodell@tchd.us]  
**Sent:** Wednesday, December 14, 2011 3:05 PM  
**To:** Mike Hoagland  
**Subject:** Another item for BOC

Hello Mike,

There is another item that needs to be added to the BOC agenda for Dec. 29<sup>th</sup> please. TCHD has a revised fee schedule for 2012 that will be going to the BOH on Friday and will need to be approved by BOC as well. Thank you.

Kathy O'Dell, Administrative Services Coordinator/M.E. Secretary  
Tuscola County Health Department  
1309 Cleaver Road, Suite B  
Caro, MI 48723-9160  
Telephone: (989) 673-8114, Ext. 119  
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11 #

TO: Department Heads and Public  
 FROM: County Board of Commissioners, Controller/Administrator, County Clerk  
 DATE: December 19, 2011  
 RE: County Board and Committee of the Whole Meeting Schedule for 2012

The following is a list of dates for the County Board and Standing Committee Meetings in 2012. Requests to address the Standing Committees should be submitted to the Controller/Administrator in advance of the scheduled meeting dates. Also, it should be noted that meetings can be added or cancelled at the discretion of the Committee Leader. All meetings are held in the Tuscola County Purdy Building located at 125 W. Lincoln St., Caro, MI 48723 unless otherwise stated.

MONTH	BOARD MEETINGS* 8:30 A.M. (Tuesdays)	FINANCE/PERSONNEL STANDING COMMITTEE 8:30 A.M. (Thursdays)	BUILDINGS & GROUNDS STANDING COMMITTEE 8:30 A.M. (Thursdays)
January	10 <sup>th</sup> , 24 <sup>th</sup>	12 <sup>th</sup>	26 <sup>th</sup>
February	14 <sup>th</sup> , 28 <sup>th</sup>	16 <sup>th</sup>	29 <sup>th</sup> (Wednesday)
March	13 <sup>th</sup> , 30 <sup>th</sup> (Friday)	15 <sup>th</sup>	29 <sup>th</sup>
April	10 <sup>th</sup> , 24 <sup>th</sup>	12 <sup>th</sup>	26 <sup>th</sup>
May	8 <sup>th</sup> , 22 <sup>nd</sup>	10 <sup>th</sup>	24 <sup>th</sup>
June	12 <sup>th</sup> , 26 <sup>th</sup>	14 <sup>th</sup>	28 <sup>th</sup>
July	10 <sup>th</sup> , 24 <sup>th</sup>	11 <sup>th</sup> (Wednesday)	26 <sup>th</sup>
August	14 <sup>th</sup> , 28 <sup>th</sup>	16 <sup>th</sup>	30 <sup>th</sup>
September	11 <sup>th</sup> , 28 <sup>th</sup> (Friday)	13 <sup>th</sup>	27 <sup>th</sup>
October	9 <sup>th</sup> , 23 <sup>rd</sup>	11 <sup>th</sup>	25 <sup>th</sup>
November	13 <sup>th</sup> , 27 <sup>th</sup>	15 <sup>th</sup>	29 <sup>th</sup>
December	11 <sup>th</sup> , 27 <sup>th</sup> (Thursday)	13 <sup>th</sup>	27 <sup>th</sup> (if necessary)

**County Board**  
 Chairperson: Bardwell  
 Vice-Chairperson: Peterson  
 Members: Allen, Petzold, Kern

**Standing Committees**  
 Finance/Personnel: Peterson, Allen  
 Building & Grounds: Kern, Petzold

Meetings may be added, cancelled or rescheduled as necessary.  
 If you need accommodations to attend a meeting, please notify the Tuscola County Controller/Administrator's Office at (989) 672-3700 two days in advance of the meeting.

\*Claims will now be reviewed by the Full Board following each Board Meeting.

December 8, 2011

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, December 8, 2011 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zaverucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Also present: County Commissioner Roy Petzold.

Motion by Parsell seconded by Zwerk that the minutes of the November 23, 2011 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$156,732.78 and bills in the amount of \$34,234.23 covered by voucher #11-39 were presented and audited.

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

Brief Public Comment Segment:

- (1) County Commissioner Roy Petzold discussed with the Board the proposed Tuscola County O.R.V. Ordinance and that a Public Hearing will be held regarding the proposed ordinance on Thursday, December 15, 2011.

Motion by Parsell seconded by Matuszak that the following resolution be adopted:

As provided by the MERS Plan Document, 7 years, 8 months additional credited service is granted Paul Frankowiak by resolution adopted by the Board of Tuscola County Road Commissioners at its meeting on December 8, 2011. It is understood that the calculation of service purchase cost is based on actuarial assumptions. Actual, future events and experience may result in changes different than those assumed, and liability different than that estimated. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to approve the County Highway Engineer attending the National Association of County Engineers 2012 Annual Conference. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Director of Finance Michael Tuckey reported to the Board an update regarding the transition of the Road Commission's group health insurance plan.

Mr. Mike Shultz with M.C.R.C.I.P. appeared before the Board to discuss educational training for Road Commission employees. After discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak to authorize M.C.R.C.S.I.P. to conduct a regional training session for supervisory employees hosted by the Tuscola County Road Commission. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman Laurie reported to the Board a summary of the recent A.S.M.R.C. Annual Conference, including proposed legislation of House Bills 5125 and 5126. After discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission send a resolution to State Senator Mike Green requesting to oppose House Bills 5125 and 5126. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to appoint Commissioner Julie Matuszak to serve on the newly formed C.R.A.M. Weight Restrictions Sub-Committee for County Weighmasters. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan to approve the purchase of two shut-off timers for the Road Commission's brine wells at an estimated cost of \$1,500.00. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that the Board go into closed session at 10:05 A.M. for the purpose of wage and benefit negotiations with the non-union personnel. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 11:20 A.M. the Board returned to open session.

Motion by Parsell seconded by Zwerk to table any wage increases at this time for non-union employees of the Tuscola County Road Commission. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 11:25 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

---

Chairman

---

Secretary-Clerk of the Board

**DRAFT**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Minutes**  
**Thursday, December 22, 2011**  
**HH Purdy Building – 8:34 A.M.**  
**125 W. Lincoln, Caro, MI**

Commissioners present: Allen, Bardwell, Kern, Petzold, Peterson. Also present: Mike Hoagland, Ruth Spencer, Peggy Reavey, Mary Drier, Joe Bixler, Melissa Payk, Gail Prill, Amy Holbrook, Mary Lou Blasius, Jodi Fetting, Judy Cockerill, Patricia Donovan-Gray, Dara McGarry, Patty Witkovsky, Dan Grimshaw, Chuck Heinlein, Doug DuRussel, Margie White, Barb Tanks.

### **Finance**

**Discussion of Potential Combining Clerk and Register of Deeds Positions**  
**Board of Health Revised Fee Schedule** (see consent agenda resolution)

Human Development Commission – the State has not made its October and November payments, including December, the amount owed HDC exceeds \$1 million. Staff was directed to send a letter.

1. Review of 2011 Accomplishments and 2012 Strategic Work Program
2. Michigan State University-Extension Memorandum of Understanding
3. Steps to Adopt Off-Road Vehicle Ordinance
4. DDA/TIFA Update
5. Year-End 2011 Financial
6. Revisions to Board Rules of Order
7. Circuit Court Collections Plan
8. Development of State Recommended County Financial Information
9. County Hiring Freeze – Reducing Cost Through Attrition
10. 2010 Audit (Comprehensive Annual financial Report) Comments
11. Personal Property Tax
12. Wind Energy Taxation and Revenue Potential

### **Personnel**

1. New Hire Wage/Fringe Benefits
2. Circuit/Family Court Personnel Policies

### **Building and Grounds**

1. Potential Sheriff Department Tower Replacement
2. Natural Gas Cost Reduction Review (Xoom)
3. Vanderbilt Park Access Road Issue

Meeting adjourned at 10:34 a.m.

Margie A. White, Tuscola County Clerk

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street, Suite 500  
Caro, MI 48723

Telephone: 989-672-3700  
Fax: 989-672-4011

December 22, 2011

U.S. Senator, Debbie Stabenow  
133 Hart  
Senate Office Building  
Washington DC 20510

Dear Senator Stabenow:

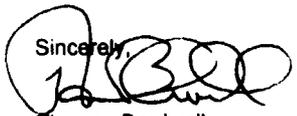
The Human Development Commission is a long-standing Community Action Agency that serves the four, predominantly rural counties of Huron, Lapeer, Sanilac and Tuscola. Since 1965, HDC has been the champion of families and individuals living in poverty; providing essential services such as food and shelter.

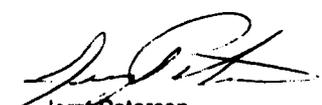
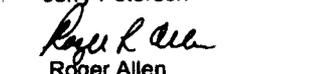
Based on the December 16, 2011 memorandum from the Michigan Department of Human Services, HDC is now required to provide extensive, additional information to receive payment for services rendered. This requirement affects both the agency and its dedicated staff, as well as local subcontractors in the four-county service area. As of December 21, 2011, all required documentation has been submitted to the agency's grant manager and the State Office of Monitoring and Internal Controls.

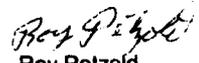
On behalf of HDC (Human Development Commission), the Tuscola County Board of Commissioners respectfully requests that payments for the months of October and November 2011, as well as the upcoming payment for December 2011 be released immediately to Human Development Commission. Without an influx of funds for Weatherization, CSBG (Community Services Block Grant), and LCA (LIHEAP Crisis Assistance for deliverable fuels), HDC will be forced to take drastic measures such as staff layoffs, service reductions, and possible closing of field office. The amount owed to HDC for October, November and December exceeds \$1 million.

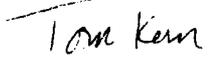
HDC is a major employer in the 'thumb' area with 229 full and part-time employees. Nonpayment by the State of Michigan will cause this outstanding agency great harm and devastate the low-income and otherwise vulnerable people served by HDC.

Your immediate response to this request is appreciated.

Sincerely,  
  
Thomas Bardwell

  
Jerry Peterson  
  
Roger Allen

  
Roy Petzold

Tom Kern  


**BUDGET AMENDMENTS FOR DECEMBER 2011****12-27-11**

In order to be in compliance with the Uniform Budgeting and Accounting Act certain 2011 year-end financial correcting actions must be made by the County Board of Commissioners. This is an annual county activity that is completed to abide by the conditions of the act. This is the first of our year-end adjustments to meet the terms of the Act. It should be noted that, further actions may be required at a later date.

**General Fund**

- Amend various revenue accounts due to over/under budgets
- Increase utilities line item in Adult Probation by \$3,200
- Increase budget for substance abuse due to increase in appropriation for hotel liquor tax of \$4,200
- Decrease HH Purdy Lease line item by \$23,170 due to purchase

**Special Revenue Funds****Road Patrol Fund 207**

- Amend and establish budgets for various line items.

**Dispatch Fund 218**

- Establish budget for Nextel rebanding reimbursement of \$184,467 and amend radio expense by \$67,000

**Recycling Fund 230**

- Increase budget for sales of materials by \$40,000

**Strong Families GPGS Fund 235**

- Budget for additional grant received of \$25,625

**Victim Services Fund 236**

- Budget use of Fund Balance \$5,350

**Mosquito Fund 240**

- Amend and establish budgets for various line items

**Equipment Fund 244**

- Establish budget for bulletproof vest grant of \$4,969

**Local Corr Officers Training Fund 265**

- Budget use of Fund balance of \$3,000

**DHS Fund 290**

- Amend Revenue and Expense by \$52,500

**Child Care Probate Fund 292**

- Adjust various line items due to over/under budget (more adjustments may be needed later after further review of MGT/Court Administrator)

**Voted Bridge fund 296**

- Budget use of Fund balance of \$161,000

**Purdy Building Debt fund 374**

- Establish budget of \$11,300

**Caro Sewer 2007 fund 375**

- Adjust budget due to interest rate changes.

**Richville Water System fund 380**

- Adjust budget due to refunding

**Medical Care Debt Retirement fund 391**

- Budget for the refinancing

**Purdy Building Capital fund 474**

- Establish budget

**Capital Improvements Fund 483**

- Amend various line items for year end compliance

**Denmark Water Extension Const fund 486**

- Establish Budgets

**Tax Foreclosure Fund 532**

- Budget use of Fund balance

**Motor Pool Fund**

- Establish Budgets

**Work Comp Fund 677**

- Establish Budget for Reimb/Refunds





	<b>CHILD CARE</b>	<b>(USE OF FUND BALANCE)</b>	<b>DEBIT</b>	<b>CREDIT</b>	
	292-662-542-000	REIMB JUVENILE OFFICER SALARY		12,730	AMEND OVERALL
	292-662-611-001	COURT SS		3,000	NEW LINE ITEMS EST.
	292-662-611-004	COUNTY WARD		6,000	
	292-662-611-005	ADOPTION SUBSIDY		4,500	
	292-662-620-000	COLL FEES		3,600	
	292-662-677-000	IN HOME CARE REIMB	50,000		decrease rev \$20,170
	292-662-801-000	PROF & CONT SVCS	7,500		
	292-662-801-002	TRUENCY IN HOME	2,742		
	292-662-832-000	STATE WARD CHGBCKS	46,000		
	292-662-842-000	FOSTER CARE PAYMENT PRIV		40,000	
	292-662-845-000	INDEPENDENT LIVING	6,300		
	292-662-846-000	IN HOME CARE INTENSIVE	9,000		
	292-662-846-001	IN HOME S.T.O.P.	4,500		
	292-662-846-003	IN HOME S.T.O.P. COUNSELING	6,000		
	292-662-846-004	IN HOME S.T.O.P. THERAPY	1,200		
	292-662-910-000	INSURANCE & BONDS	1,260		
	292-662-971-000	IMAGE DATA WORKFLOW	25,100		
		<b>(USE OF FUND BALANCE)</b>	<b>109,602</b>	<b>40,000</b>	<b>Increase ex \$69,602</b>
	<b>VOTED BRIDGE</b>				
	296-446-999-201	TRANS OUT CO ROAD	161,000		
	<b>PURDY BLDG DEBT</b>				
	374-536-699-474	TRANSFER IN CAPITAL		11,300	ESTABLISH BUDGET
	374-536-995-000	INTEREST EXPENDITURES	9,722		
	374-536-998-000	PAYING AGENT FEES	150		
	<b>CARO SEWER 2007</b>				
	375-536-583-000	CONTRIBUTIONS LOCAL		1,306	INTEREST ADJUST
	375-536-995-000	INTEREST	1,306		
	<b>RICHVILLE WATER SYSTEM</b>				
	380-536-583-000	CONTRIBUTIONS LOCAL		10,000	REFUNDING
	380-536-991-000	PRINCIPAL PAYMENTS	10,000		
	<b>MEDICAL CARE DEBT RET</b>				
	391-929-991-000	PRINCIPAL PAYMENTS	1,000,000		REFINANCING
	<b>PURDY BLDG CAPITAL</b>				
	474-929-665-000	INTEREST EARNED		1,486	ESTABLISH BUDGET
	474-929-695-000	BOND PROCEEDS		980,831	
	474-929-700-000	EXPENDITURE CONTROL	971,022		
	474-929-965-374	TRANSFER OUT DEBT FUND	11,295		



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## Michigan is 1 of 3 states to lose population

Michigan was one of three states to shed population between April 1, 2010, and July 1, 2011 -- losing .08% of its residents -- according to new numbers released Wednesday by the U.S. Census Bureau.

The other states to see population losses were Maine and Rhode Island.

The report shows the U.S. as a whole keeps growing, although at the slowest pace since the 1940s.

Michigan's population, which has been dropping since 2005, fell by 7,400 residents to 9,876,187. The decline is fueled by net migration -- a loss of approximately 42,000 residents compared with the state's increase of about 34,000 new residents -- over the 15-month time period.

Michigan's share of the total U.S. population is currently about 3%. Michigan has been the eighth-largest state since 1979.

"Michigan's population share has gone down every year since 1970," said state demographer Ken Darga. "If the pattern of population change continues, Michigan will drop to the ninth-largest state in 2012 and the 10th-largest state in 2013."

In releasing Wednesday's numbers, Census Bureau Director Robert Groves -- a former research professor at the University of Michigan -- said the nation's overall growth rate is now at its lowest point since before the baby boom of 1946-64.

The report showed Texas gained more people than any other state (529,000) during the reporting period, followed by California (438,000), Florida (256,000), Georgia (128,000) and North Carolina (121,000). Combined, those five states accounted for slightly more than half the nation's population growth.

The United States as a whole saw its population increase by 2.8 million -- just less than 1% -- over the 15-month period, to 311.6 million. California remains the most populous state at 37.7 million. Rounding out the top five are Texas (25.7 million), New York (19.5 million), Florida (19.1 million) and Illinois (12.9 million).

Michigan's population loss as a percentage was second to Rhode Island, although that

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state lost just 1,300 people (.12%). Maine was third, but the loss was just 200 people or .01%.

Staff reporter Kristi Tanner contributed to this story.

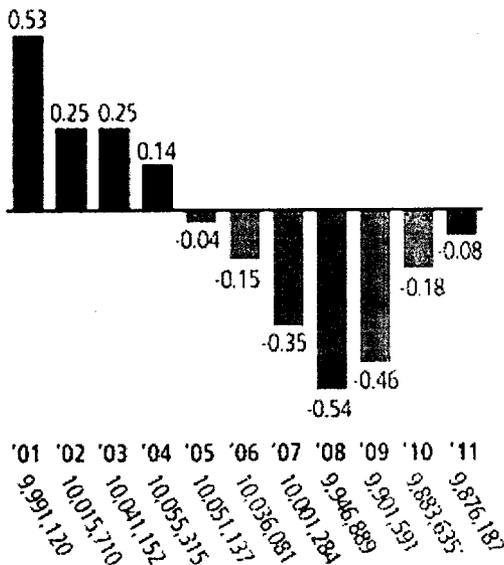
**Related Links**

Database: 2011 state-by-state population estimates from U.S. Census

**MICHIGAN'S POPULATION DECLINE**

Michigan lost approximately 7,400 residents — or 0.08% of its total population — over a 15-month period between April 1, 2010, and July 1, 2011.

**Percentage change**



**Year and populaton**

\*April 1, 2010

SOURCE: U.S. Census Bureau  
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