

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, NOVEMBER 14, 2013 – 7:30 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

- 7:30 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Allen
Pledge of Allegiance – Commissioner Bierlein
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (None)
New Business
 -2014 County Budget Development
 -Medical Care Facility Small House Project (8:30 A.M.)
 -Jail Food Cabinets (See Correspondence #2)
 -Felony Court Appointed Attorney Contract (See Correspondence #3)
 -District Court Indigent Contract (See Correspondence #4)
 -Probate Court Developmentally Disabled Contract (See
 Correspondence #5)
 -Medical Examiner System (See Correspondence #6)
 -Advertising for Vacant Boards and Commissions
 -Regional DWI Court Budget (See Correspondence #7)
 -Tuscola/Huron Equalization Waiver Request
 -2013 County Apportionment Report (See Correspondence #8)
 -Tuscola County Senior Advisory Board (See Correspondence #9)
 -Correction to Water Softener Bid
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BIERLEIN

Thumb Area Consortium/Michigan Works
Planning Commission
Behavioral Health Systems Board
Tuscola 2020
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Multi County Solid Waste
Local Unit of Government Activity Report
Tuscola In Sync

ALLEN

Dispatch Authority Board
County Road Commission
Board of Public Works
Senior Services Advisory Council
Mid-Michigan Mosquito Control Advisory Committee
Saginaw Bay Coastal Initiative
Dental Clinic for Indigents
Parks & Recreation
Local Unit of Government Activity Report

BARDWELL

NACo
NACo Rural Action Caucus
Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Economic Development/Taxation
Michigan Association of Counties – Board of Directors
MAC 7th District
Local Unit of Government Activity Report

TRISCH

Board of Health
Human Development Commission (HDC)
TRIAD
Economic Development Corp/Brownfield Redevelopment
Human Services Collaborative Council
Great Start Collaborative
Local Unit of Government Activity Report

KIRKPATRICK

Thumb Area Consortium/Michigan Works
Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
MI Renewable Energy Coalition
MEMS All Hazards
Cass River Greenways Pathway
Local Unit of Government Activity Report
Tuscola In Sync

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 October 31, 2013 Full Board Minutes
- #2 Jail Food Cabinets Memo
- #3 Circuit Court Legal Representation Agreement
- #4 Probate Court Legal Representation Agreement
- #5 District Court Legal Representation Agreement
- #6 Medical Examiner System
- #7 Regional DWI Court Budget
- #8 2013 County Apportionment Report
- #9 Tuscola County Senior Advisory Board
- #10 Detroit Bankruptcy – Retired Municipal Legacy Cost Article
- #11 Boards & Commissions Appointment Application
- #12 Retirement Debt Article

Draft

TUSCOLA COUNTY BOARD OF COMMISSIONERS

October 31, 2013 Minutes

H. H. Purdy Building

Commissioner 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 31st day of October, 2013 to order at 7:30 o'clock a.m. local time.

Prayer – Commissioner Trisch

Pledge of Allegiance – Commissioner Bardwell

Roll Call – Clerk Fetting

Commissioners Present: District 1 - Roger Allen, District 2 – Thomas Bardwell, District 3 - Christine Trisch, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioners Absent: None

Also Present: Mike Hoagland, Jodi Fetting, Mike Miller, Ray Cortez, Jackie Roe, Bob Klenk, Tisha Jones, Kim Green, Eean Lee, Gretchen Tenbush, Steve Anderson

13-M-217

Motion by Kirkpatrick, seconded by Allen to adopt the agenda as amended.
Motion Carried.

13-M-218

Motion by Allen, seconded by Trisch to adopt the meeting minutes from the October 17, 2013 meeting. Motion Carried.

Brief Public Comment Period – Jackie Roe introduced herself and is a participant of the 2013 LEAD program.

Consent Agenda Resolution

13-M-219

Motion by Trisch, seconded by Allen to adopt the Consent Agenda Resolution.
Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/28/13
- Description of Matter:** Move that per the recommendation of the Board of Health, Medical Examiner fees be removed from the Health Department Fee Schedule.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/28/13
- Description of Matter:** Move that per the recommendation of the Board of Health, that a death certificate fee of \$40 be established and the current cremation fees be increased from the current \$15 to \$35. These fee changes are made to help defray part of the cost of increasing the health department employee involved in issuing permits from 4 to 5 days per week.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/28/13
- Description of Matter:** Move that authorization be given to replace Julie Strasz's hand bag for an amount of \$47.65. This bag was damaged while passing through security equipment at the Courthouse.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/28/13
- Description of Matter:** Move that the Veteran Affairs 2012/2013 Annual Report be received and placed on file.

New Business

- 2014 County Budget Development - Mike Hoagland provided an update to the 2014 Budget.
- Special Purpose Millages - Mike Hoagland reviewed the County Millages.

13-M-220

Motion by Allen, seconded by Kirkpatrick that the first draft 2014 Baseline Budget as presented at the October 28, 2013 Committee of the Whole meeting with revisions made at the October 31, 2013 Board meeting be sent to department officials for review and comment. Any unresolved budget matters shall be submitted to the Controller/Administrator in writing for commissioners discussion at the November 14, 2013 Board of Commissioners meeting. Motion Carried.

-Coalition Against Bigger Trucks

13-M-221

Motion by Allen, seconded by Trisch that the letter opposing truck size and weight increases be approved and forwarded to Federal Officials and the Coalition Against Bigger Trucks. Motion Carried with Commissioner Kirkpatrick opposed.

-Millington Township Police Services Contract

13-M-222

Motion by Trisch, seconded by Kirkpatrick that the 2014 Sheriff Department Police Services contract with Millington Township be approved and all appropriate signatures are authorized. Motion Carried.

-Digital Parcel Mapping Assistance from the County Planning Commission - Ray Cortez, Tuscola County Planning Commission, has volunteered to lead the effort in inventorying any existing digital maps within Tuscola County.

13-M-223

Motion by Allen, seconded by Trisch to allow Ray Cortez of the Tuscola County Planning Commission to organize any existing digital maps available within Tuscola County with assistance from other Tuscola County Planning Commission members. Motion Carried.

- Water Softener Bid for State Police post - Mike Miller has received bids from Culligan in the amount of \$3,989.00 and from Midwest Water Treatment in the amount of \$4,847.00

13-M-224

Motion by Allen, seconded by Trisch to accept the bid from Culligan in the amount of \$3,989.00 for the water softener at the State Police Department. Motion Carried.

Old Business - None

Correspondence/Resolutions

- Proposed Letter of Support and Commitment to Region 6 Regional Prosperity Plan Initiative
- Discussed Renewable Energy Article
- Consumers Energy Groundbreaking Ceremony - November 1, 2013 11:00 a.m.

Commissioner Trisch excused at 9:25 a.m.

COMMISSIONER LIAISON COMMITTEE REPORTSALLEN

Dispatch Authority Board
County Road Commission
Board of Public Works - Meeting November 5, 2013
Senior Services Advisory Council
Mid-Michigan Mosquito Control Advisory Committee
Saginaw Bay Coastal Initiative
Dental Clinic for Indigents
Parks & Recreation
Local Unit of Government Activity Report

BARDWELL

NACo
NACo Rural Action Caucus
Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Economic Development/Taxation
Michigan Association of Counties – Board of Directors
MAC 7th District
Local Unit of Government Activity Report

TRISCH

Board of Health
Human Development Commission (HDC)
TRIAD
Economic Development Corp/Brownfield Redevelopment
Human Services Collaborative Council
Great Start Collaborative
Local Unit of Government Activity Report

KIRKPATRICK

Thumb Area Consortium/Michigan Works
Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison - Mike Bearden is going to look for alternative options for Tuscola County youth.
MI Renewable Energy Coalition
MEMS All Hazards
Cass River Greenways Pathway
Local Unit of Government Activity Report
Tuscola In Sync - Looking to educate the public on services that can be completed on line through www.tuscolacounty.org.
Natural Gas Recovery - Commissioner Kirkpatrick continuing to research.

BIERLEIN

Thumb Area Consortium/Michigan Works
Planning Commission
Behavioral Health Systems Board - Board is reviewing potential changes in how Medicaid payments will be received.
Tuscola 2020
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Multi County Solid Waste
Local Unit of Government Activity Report
Tuscola In Sync

Closed Session - None

Other Business as Necessary - None

Extended Public Comment - Bob Klenk is applying for a grant for the multi-county phone system. Final documents for the Sprint/Nextel re-banding have finally been received.

Meeting adjourned at 9:23 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
Thursday, October 31, 2013
H.H. Purdy Building
125 W Lincoln St, Caro MI

Called to order at 9:24 a.m.

Commissioners Present: Allen, Bardwell, Kirkpatrick, Bierlein

Commissioner Absent: Trisch

Also Present: Mike Hoagland, Jodi Fetting

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 9:28 a.m.

Jodi Fetting
Tuscola County Clerk

Mike Hoagland

From: Glen Skrent [ggs@tuscolacounty.org]
Sent: Friday, November 01, 2013 12:34 PM
To: 'Roger Allen'; 'Thom Bardwell'; 'Glen Skrent'; 'Kirkpatrick Craig'; 'Bierlein Matthew'; 'Trisch Christine'
Cc: mhoagland@tuscolacounty.org
Subject: RE: kitchen cabinet with racks

The food service cabinets are insulated to keep the foods at the proper temperature while it is being prepared and served. For safety the food must be at a temperature of over 165 degrees when it is served into the individual trays. Then it must remain hot until it is served. The minimum acceptable serving level (that is – the temperature it is when it reaches the inmates) is 135 degrees. These temps are checked by Canteen and by the MDOC during their inspections. For this reason trays could not be “prepared ahead” and left sitting on a counter for the second round of serving. They would become colder than acceptable or safe for serving.

Now we are talking about greatly extending the amount of time involved in serving meals. Time to take one group of lunches out. Time to return to the kitchen and fill trays from the hot table. Time to again go onto the floor to complete the serving of the meal.

The jail runs on a schedule. Inmate programs, doctor visits, church services, and meals are all “planned” into our day. With the courts now requesting that the inmate be in court 15 minutes prior to their hearing we are even more strapped at lunch time. We have a total of 45 minutes to serve lunch to the jail. Passing trays takes about 10 minutes. Inmates are given roughly 20 minutes to eat before we pick up the trays to go back into the kitchen. (another 10 minutes or so) Staff attempts to grab a bite to eat as well during that time. We cannot start earlier because court runs until noon. We cannot run lunch longer as staff is needed to take those inmates to court at 12:45

We need to have the food cabinets fixed or replaced. They are one of the tools we use every day.

Lt. Penny Turner
Tuscola County Jail Administrator
420 Court Street
Caro, MI 48723
989-673-8165

November 4, 2013

To: Mike Hoagland and the Tuscola County Board of Commissioners
From: Undersheriff Skrent
Ref: Jail serving tray cart.
Date: November 4, 2013

Canteen Services is assisting me in looking around for replacement carts since the two we have are getting to the point where maintenance is now an issue. I am not yet ready to order since I am having those with knowledge of what we need (and don't need) go forth and give me ideas.

It's looking though the price ranges are similar and for two carts will be somewhere around \$3000 total . Canteen is checking to see if using their name can give us a discount that way.

I would say it's a necessary and needed item for everyday food service needs as expressed previously in an email.

I would like to get your approval for the purchase this year since I don't see the issue going away.

Respectfully Submitted,

Undersheriff Glen Skrent

**AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENTS IN THE 54TH
JUDICIAL CIRCUIT COURT**

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

I. Personnel

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

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

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

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

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

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

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

II. Term of Agreement

The term of this Agreement shall be from January 1, 2014 through December 31, 2014. 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 54th Circuit Court has approved a court appointed attorney:

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

The representation described above shall begin at the time of appointment by the Circuit or District Court Judge and conclude upon final resolution (i.e. the sentencing and/or dismissal of

defendant) in the Circuit Court of the matter then before the Court, regardless of the status of this Agreement.

V. Compensation

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

1. The sum of one hundred sixty-five thousand dollars (\$165,000.00), to be paid in equal monthly installments of thirteen thousand two hundred fifty dollars (**\$13,250.00**) on the first of each month beginning February 1, 2014 and continuing every month thereafter until paid in full. Each of the four attorneys shall be paid an equal amount of each monthly installment.
2. In addition, the Court shall pay, upon motion and prior approval by the Court, the following expenses:
 - a. Expert witness fees and costs;
 - b. Polygraph examination;
 - c. Psychiatric examination;
 - d. Investigations fees and costs;
 - e. Translator's fees; and
 - f. Travel to State Prisons and County Jails located in a county other than Tuscola County and not contiguous to Tuscola County.
3. The Consortium agrees that the above expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the defendant and at the discretion of the Chief Judge.
4. The Court will pay, normal and regular witness fees and costs, including service of subpoenas; and including any costs associated with obtaining discovery.
5. No other payments other than those stated herein shall be made without specific approval of the Court.

VI. Early Termination

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

representation of indigents in new matters unless otherwise separately approved and authorized by the Court and the Consortium in writing.

VII. Other Provisions

It is understood and agreed by the parties that:

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

VIII. Insurance

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

IX. Default

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

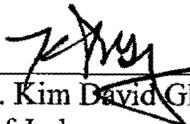
Likewise, failure of the Court to abide by the terms and provisions of this Agreement shall constitute a default. If steps are not taken by the Court to correct any such default within fifteen (15) days of receipt of written notice of the deficiency and request for compliance from the Consortium, including timely payment hereunder, the Consortium may immediately cancel this

Agreement by providing written notice to the Court at the address identified above and preserve its right to payment for services rendered without prejudice to the Consortium.

X. Entire Agreement

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

IN WITNESS WHEREOF, the parties have hereunder set their hands on this 31st day of October, 2013.

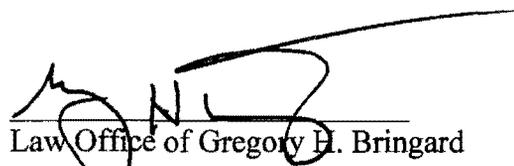


Hon. Kim David Gaspie (P31610)
Chief Judge

10-31-13

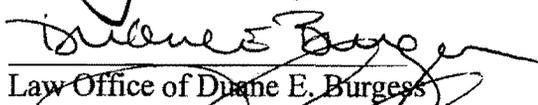
Date

CONSORTIUM



Law Office of Gregory H. Bringard

Dated: 10-24-13



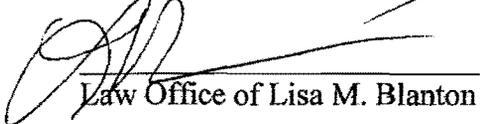
Law Office of Duane E. Burgess

Dated: 10/24/13



Law Office of Ransford & Crews, PC

Dated: 10/22/13



Law Office of Lisa M. Blanton

Dated: 10/11/13

APPROVED FOR FUNDING:

Chairman Board of Commissioners

Dated: _____

STATE OF MICHIGAN



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

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

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

TUSCOLA COUNTY TRIAL COURTS

440 NORTH STATE STREET
CARO, MICHIGAN 48723
(989) 672-3600

DONNA L. FRACZEK
COURT ADMINISTRATOR

ADAM D. PAVLIK
DEPUTY COURT ADMINISTRATOR

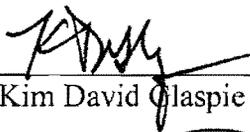
**CONTRACT FOR REPRESENTATION FOR ALLEGED DEVELOPMENTALLY
DISABLED INDIVIDUALS IN THE TUSCOLA COUNTY PROBATE COURT**

The Tuscola County Probate Court and Jeffrey Baxter, attorney at law and court appointed counsel, agree as follows:

1. The term of this agreement shall be from the first day of January 2014 (1/1/2014), until the thirty-first day of December 2014 (12/31/2014).
2. Court appointed counsel shall be appointed to, and shall accept, all appointments of counsel on behalf of individuals and respondents in developmentally disabled actions. Further, court appointed counsel shall assume representation of the individuals and respondents in all pending cases as of 1/1/2014. Counsel shall obtain and file with the Court a fully executed Substitution of Counsel (MC 306) regarding said pending cases.
3. Court appointed counsel shall represent solely and exclusively the interest of the individual or respondent throughout all court proceedings until their conclusion in the Court, or until otherwise relieved of said responsibility. The scope of this representation shall include appeals. The term "conclusion" is understood to mean the Court no longer retains jurisdiction over the case as a result of the matter being dismissed, discharged, or other resolution with the Court discharging counsel.
4. The Court will make accommodations, when possible, to schedule proceedings in order to minimize court appointed counsel's required attendance at court. Court appointed counsel shall give appointed cases scheduling priority over all other matters. When a scheduling conflict occurs, court appointed counsel shall be responsible for providing a substitute counsel to represent the legal interests of the individuals and respondents for a particular hearing or proceeding.
5. If the Court determines that there exists a conflict of interest which prevents court appointed counsel from representing the individual or respondent, the Court shall appoint a substitute attorney, the costs of which shall be paid by the Court.

6. The court appointed counsel represents that he is an attorney in good standing with the State Bar of Michigan and knows of no pending disciplinary proceedings by appropriate grievance authorities directed against him. Any suspension or disbarment of said attorney shall be cause for immediate rescission of this agreement, without further compensation.
7. The Court, in consideration of this agreement, shall pay the court appointed counsel the sum of \$4,500.00, to be paid in equal monthly installments of \$375.00. Payment shall begin on the 1st day of February 2014, and continue on the first of each month thereafter until paid in full.
8. This agreement, including the proceeds thereof, is not transferable or assignable to any third person, corporation or entity.
9. When it shall become necessary for witnesses to be called, subpoenas shall be prepared by the court appointed counsel and served on the witness as directed by the court. Court appointed counsel is responsible for all drafting, service and filing of petitions, orders, subpoenas, etc. Prior approval for any expert witness or extraordinary fees, if necessary, shall be obtained from the court by the court appointed counsel.
10. The court appointed counsel is an independent legal service provider and at no time shall be considered an employee of the court or Tuscola County. The court appointed counsel shall provide his own professional liability insurance with limits no less than the standard limits of the legal community and agrees to provide to the court proof of said insurance. The court appointed counsel agrees to hold the court harmless from any and all liability arising out of the court appointed counsel's acts or omissions in carrying out the terms, conditions and requirements of this agreement.
11. If a conflict of interest as defined by the Rules of Professional Conduct arises between counsel and an individual or respondent, court appointed counsel shall prepare and file an appropriate motion and order to withdraw. Upon the granting of such motion, the Court may appoint alternate counsel for the alleged developmentally disabled person. The Court shall be responsible for the payment of all fees and costs attributable to the appointment of alternate counsel. Any fees or costs paid to alternate counsel shall be paid by the Court.
12. The Court may terminate this contract upon 30 days' written notice to counsel. The Court shall appoint other counsel on all petitions filed with the Court from and after the date of such notice. If the Court terminates the contract under this provision, court-appointed counsel shall be compensated at the contract rate between the date of notice and the date upon which such termination becomes effective.
13. This agreement may be renewed in writing on an annual basis upon the same terms or such other terms as may be agreeable to the parties.
14. If any term or provision of this agreement is determined to be unlawful, null or void, the remaining terms of the agreement shall remain in full force and effect.

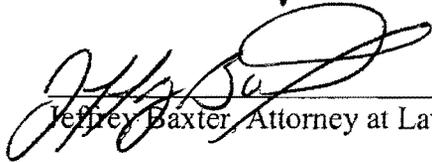
This document incorporates the complete understanding and agreement of the parties.



Hon. Kim David Glaspie

11/5/13

Date



Jeffrey Baxter, Attorney at Law

11/5/13

Date

Thomas Bardwell, Chairperson
Board of Commissioners

Date

STATE OF MICHIGAN



HON. KIM DAVID GLASPIE
DISTRICT COURT JUDGE

71-B DISTRICT COURT
440 NORTH STATE STREET
CARO, MICHIGAN 48723

(989) 672-3800

MEMORANDUM OF UNDERSTANDING

WHEREAS the 71-B District Court desires to enter into a contract for the representation of indigent misdemeanants, and

WHEREAS the parties desire to enter into an agreement, with the concurrence of the Tuscola County Board of Commissioners,

NOW, THEREFORE, the 71-B District Court and Shoults, Picard & Brooks, PLLC Attorneys at Law hereby agree as follows:

- 1. The Shoults, Picard & Brooks, PLLC Attorneys at Law shall provide legal representation to all indigent individuals charged with misdemeanor offenses in the 71-B District Court, except where conflicts are found to exist.
- 2. An individual's indigency and the right to representation shall be determined by the 71-B District Court.
- 3. The term of this agreement shall be for the calendar year 2014. All cases appointed in this calendar year shall be the responsibility of Shoults, Picard & Brooks, PLLC Attorneys at Law until completed. A case shall be considered completed upon sentencing of a defendant or upon entry of an Order of Dismissal.
- 4. Shoults, Picard & Brooks, PLLC Attorneys at Law shall be paid the sum of \$110,000.00 for the calendar year of 2014. Payments will be made on the first business day of each month.

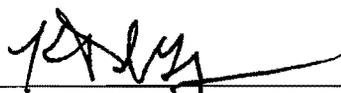
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 \$9166.67 for 10-01-2014
 \$9166.67 for 11-01-2014
 \$9166.63 for 12-01-2014

- 5. The 71-B District Court shall make efforts to schedule court appointed matters together in blocks of time, when possible, to accommodate the attorneys' schedules. The parties agree that counsel shall

be required, as a minimum, to be available on Monday for pre-trials, Wednesday afternoons for criminal motions and Tuesdays and Thursdays as trials are scheduled. The Court shall make an effort to schedule probation violation hearings Monday mornings; pretrials shall be set beginning at 8:30 a.m. on Monday mornings.

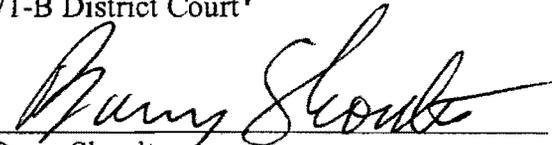
6. The 71-B District Court shall make efforts to hold pre-trials and take pleas on the same day whenever the docket allows.
7. The 71-B District Court expects that two attorneys will be available on pre-trial day.
8. Pretrial conferences for indigents shall be scheduled at least 7 days after arraignment unless holidays, or vacations of judge or attorneys dictate otherwise.
9. As soon after appointment as possible, the magistrates for the 71-B District Court shall notify the Tuscola County Prosecuting Attorney's Office that copies of the police reports and other relevant information be provided to Shoults, Picard & Brooks, PLLC Attorneys at Law forthwith.
10. Each day, orders of appointment and the information described in paragraph 8 above shall be placed in the mailbox of Shoults, Picard & Brooks, PLLC Attorneys at Law located in the 71-B District Court Clerk's Office.
11. If a conflict in the representation of a defendant arises, Shoults, Picard & Brooks, PLLC Attorneys at Law shall notify the 71-B District Court in writing, and the Court shall make a determination if such conflict exists warranting a substitution of counsel.
12. The attorneys of Shoults, Picard & Brooks, PLLC Attorneys at Law shall be subject to the responsibilities set forth in MCR 6.005.
13. The Court may, at its discretion and with the agreement of both parties, renew the contract for a period of one year at a time at the same annual contract amount.

Dated: 11-6-13



Kim David Gaspie, Chief Judge
71-B District Court

Dated: 11-1-13



Barry Shoults
Shoults, Picard & Brooks, PLLC Attorneys at Law

Dated: _____

Thomas Bardwell, Chairman
Tuscola County Board of Commissioners

Mike Hoagland

From: Mike Hoagland [mhoagland@tuscolacounty.org]
Sent: Friday, November 08, 2013 11:16 AM
To: Bierlein Matthew (mbierlein@tuscolacounty.org); Kirkpatrick Craig (kirkpatrick_craig@sbcglobal.net); Roger Allen (beetman95@yahoo.com); Tom Bardwell (tbardwell@hillsanddales.com); Trisch Christine (christinetrisch@gmail.com)
Cc: Gretchen Tenbusch (Gretchen Tenbusch); Glen Skrent (undersheriff@tuscolacounty.org); Mark Reene (mreene2011@gmail.com); Mark Reene (mreene2011@gmail.com); Lee Teschendorf (sheriff@tuscolacounty.org); Robert Klenk (Robert Klenk)
Subject: FW: Vassar PD withdrawal from The MESI program
Attachments: MESI letter.doc

Commissioners

The communication below and attached letter makes it clear we need to expedite the implementation of an alternative MESI system.....Both Vassar and Cass City police are also no longer going to be involved in the MESI system.....this puts even greater pressure on our Road Patrol officers (only one officer is available at night for the entire county).....

The County Prosecutor also has some concerns that need to be addressed.....a small group needs to have discussion with the Prosecutor to gain a full understanding of his concerns.....

I will put this back on the agenda for discussion at the November 14, 2013 Board of Commissioners meeting.....

Mike

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

From: Ben Guile [mailto:bguile@cityofvassar.org]
Sent: Friday, November 08, 2013 9:34 AM
To: mhoagland@tuscolacounty.org
Cc: Robert Klenk
Subject: Vassar PD withdrawal from The MESI program

Mr. Hoagland

Please find attached a letter Dated 11-6-13 which I hand delivered to Undersheriff Skrent. The letter is my official notice to Sheriff Teschendorf that the Vassar Police Dept. will no longer be acting as MESI's for the County Medical Examiner's office. As you know I feel that the current system is outdated and unnecessarily depletes law enforcement resources. This decision was not an easy one, but I cannot continue to use my police budget to supplement the county's medical examiner.

Chief Benjamin W. Guile #1
 City of Vassar Police Dept.

11/8/2013



Vassar Police Department

Chief Benjamin W. Guile

287 E. Huron Ave.

Vassar, MI 48768

Phone (989) 823-8531

Fax (989) 823-1350

Cell (989) 737-4848

bguile@cityofvassar.org

November 6th, 2013

Sheriff Leland Teschendorf
Tuscola County Sheriff Office
Caro MI 48723

This letter is to inform you that the City of Vassar Police Department hereby withdraws from the Tuscola County Medical Examiner Special Investigator Program effective immediately.

The Vassar Police Department can no longer continue to carry out the duties of the Tuscola County Medical Examiner's Office due to staffing and budgetary constraints. I feel that the current MESI program is antiquated and in need of an overhaul. I cannot continue to use locally collected revenues to cover the expense of a county office.

The Vassar Police Department will continue to provide a law enforcement response to any deceased person call within our jurisdiction and will provide any aid which your MESI's may require.

I realize that this will place an additional burden on your already stressed staff and for that I apologize. I have always had and continue to have the utmost respect for you and your staff. The only reason I have delayed this decision was out of consideration for the Deputies they will have to pick up the additional duties, but I feel now that must act in the best interest of my department and the citizens that we serve.

Sincerely:

Chief Benjamin W. Guile #1 VPD

Mission Statement: As the Vassar Police Department, our goal is to service this community with integrity and pride, equality in law enforcement, and to provide a safe quality of life to the citizens we have chosen to protect and serve.

CC.
Undershriff Glen Skrent TCSD
Bob Klenk TCCD
Brad Barrett Vassar City Manager

Mission Statement: As the Vassar Police Department, our goal is to service this community with integrity and pride, equality in law enforcement, and to provide a safe quality of life to the citizens we have chosen to protect and serve.



Craig R. Haynes
Chief of Police

Cass City Police Department

6506 Main Street
P.O. Box 123
Cass City, Michigan 48726-0123
(989) 872-2911
FAX (989) 872-4855
Email: ccpolicechief@casscity.org

November 4, 2013

Sheriff Leland Teschendorf
Tuscola County Sheriff Department
Caro, MI 48723

This letter is to inform you that the Cass City Police Department hereby withdraws from the Tuscola County Medical Examiner Special Investigator program (MESI) effective immediately.

The Department does not have sufficient trained man-power to implement a proper and thorough ME investigation as required. Furthermore, I feel that the current MESI training provided is inadequate.

Another problem encountered has been "jurisdiction". Currently if a person is brought to Hills & Dales Hospital from outside the Village of Cass City and expires, this Department is assigned the MESI case. A proper MESI investigation would include a scene visit, taking my one Officer outside the Village of Cass City.

The Department does maintain its strong belief in support of the law enforcement community, and will assist any ME responding within the Village of Cass City if needed. In addition, if a ME investigation displays signs of criminal activity, the Cass City Police Department will maintain its jurisdiction and conduct the investigation as warranted.

Craig R. Haynes
Chief of Police

cc
Undersheriff Glen Skrent, TCSD
Robert Klenk, TCCD
Peter Cristiano, CC Village Manager

#7

Regional DWI Court Budget
October 1, 2013 - September 29, 2014

Item	Rate	Cost
Program Coordinator		\$32,500.00
Case Manager		\$40,014.00
Pre-Trial Screener		\$9,183.20
Drug Tests		\$60,000.00
Substance Abuse Counseling		\$95,000.00
Mental Health Counseling		\$10,000.00
Supplies		
AA Big Books	40 books x \$10/each	\$400.00
Program Folders	40 folders x \$5 each	\$200.80
PBTs	3 units x \$300 each	\$900.00
PBT Mouthpieces	12000 units x 13.2¢/each	\$1,584.00
Needs Assessments	60 tests x \$6/test	\$360.00
Graduation Awards	30 awards x \$25/award	\$750.00
Participant Incentives	200 units x \$5/unit	\$1,000.00
Travel		
Bus Tokens	100 tokens x \$2/token	\$200.00
Mileage Reimbursement (Staff)	3636 miles x 55¢/mi	\$2,000.00
Mileage Reimbursement (Family)	2727 miles x 22¢/mi	\$600.00
MADCP Conference Registration	3 registrations x \$325/per	\$825.00
		\$255,517.00

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#8

Mike Hoagland

From: Walt Schlichting [wsch@tuscolacounty.org]
Sent: Thursday, November 07, 2013 6:51 AM
To: mhoagland@tuscolacounty.org
Subject: County apportionment for Nov 14 meeting
Attachments: 79_TUSCOLA_290004_7.pdf

Mike,

Would you please add adoption of county apportionment to the agenda for the November 14 board meeting?

Attached is the statement of millages to be apportioned.

Thanks,
Walt

Walt Schlichting
Equalization Director
989-672-3833

2013 Tuscola County Apportionment

Year		2013									
County Name	County Allocated Rate	Total County Extra Voted / General Law Operating Rate	Total County Debt Rate	Enter County and Local Unit information in columns B through E Enter Community College and Authority information in columns G through I Enter ISD and Local K12 School information in columns K through P Enter information in the yellow highlighted boxes.							
TUSCOLA	3.9141	3.5780	1.0000								
Local Unit Name Townships Cities Villages Listed Alphabetically	Total Allocated / Charter Rate	Total Other Extra Voted / General Law Operating Rate	Total Debt Rate	Community College Name	Total Operating Rate	Total Debt Rate	Intermediate School District Name (ISD)	ISD Allocated Rate	ISD Total Vocational / Spec Ed Rate	ISD Total Debt Rate	ISD Enhancement Rate
AKRON TWP.	1.4038	4.8180					HURON	0.1169	4.6317	0.1400	
ALMER TWP.	1.4551	1.0000					SAGINAW	0.1455	1.9417		
ARBELA TWP.	1.4079	.9572					SANILAC	0.2026	2.3525		
COLUMBIA TWP.	1.4175	5.0000					TUSCOLA	0.1411	4.0998		
DAYTON TWP.	1.2503	.9835									
DENMARK TWP.	1.4518	1.0000									
ELKLAND TWP.	1.6468	.0000									
ELLINGTON TWP.	1.3043	3.9750									
ELMWOOD TWP.	1.5370	1.4985									
FAIRGROVE TWP.	1.4360	2.1903									
FREMONT TWP.	1.3761	.0000									
GILFORD TWP.	1.3553	2.9986									
INDIAN FIELDS TWP.	1.6222	.7500									
JUNIATA TWP.	1.4586	3.0000									
KINGSTON TWP.	1.4236	2.0000									
KOYLTON TWP.	1.3158	2.0000									
MILLINGTON TWP.	1.4328	.7928									
NOVESTA TWP.	1.3747	.9846									
TUSCOLA TWP.	1.5265	.0000									
VASSAR TWP.	1.0000	.0000									
WATERTOWN TWP.	1.1985	.0000									
WELLS TWP.	1.2047	2.0000									
WISNER TWP.	1.4145	3.7500									
CARO CITY	16.1643	.0000									
VASSAR CITY	16.0000	.0000									
AKRON VLG	10.8880	2.0032									
CASS CITY VLG	17.3787	0.7600									
FAIRGROVE VLG	12.0440										
GAGETOWN VLG	14.7268	7.0000									
KINGSTON VLG	12.8211	3.0942									
MAYVILLE VLG	12.7312										
MILLINGTON VLG	14.0888										
REESE VLG	10.5000		0.5000								
UNIONVILLE VLG	13.1356	0.9056									
Authority Name (DOA, Dist. Library, Transit, Rec Auth., Fire Auth., etc.) ADD IF NEW	Total Authority Operating Rate	Total Authority Debt Rate	Local K12 School District Name	Total Hold Harmless / Supplemental Oper Rate	Total Whole Non Homestead Oper Rate	Total Debt / Sinking Fund / Bldg Site Rate	Total Non Homestead Oper Rate for Comm.Pers.	Total Recreational Rate			
CARO TRANSIT AUTHORITY	1.0000		AKRON FAIRGROVE		18.0000	3.5000	6.0000				
LIBRARY - BULLARD	1.2500		CARO		18.0000	4.4500	6.0000				
LIBRARY - CARO	1.4909		CASS CITY		18.0000	3.5700	6.0000				
LIBRARY - FAIRGROVE	.7916		FRANKENMUTH		18.0000	3.6000	6.0000				
LIBRARY - MAYVILLE	.7500		KINGSTON		18.0000	5.7500	6.0000				
LIBRARY - MILLINGTON/ARBELA	.9778		MARLETTE		18.0000	1.3000	6.0000				
LIBRARY - RAWSON	1.1000		MAYVILLE		18.0000	5.8000	6.0000				
LIBRARY - REESE	.9965		MILLINGTON		18.0000	3.7400	6.0000				
			OWENDALE-GAGETOWN		18.0000	2.9000	6.0000				
			REESE		17.7372	4.4000	5.7372				
			UNIONVILLE		18.0000	7.0000	6.0000				
			VASSAR		18.0000	2.6500	6.0000				
							0.0000				
							0.0000				
							0.0000				

Mills apportioned by the Tuscola County Board of Commissioners for the year 2013.

⊕

#9

County Commissioners

Please try to appoint
a member from your area to
serve on the Tuscaloosa County Senior
Advisory Board. as ~~for~~ ^{by} the rules
of the County Board.

Sec. Margaret Wentz

TUSCOLA COUNTY ADVISORY COUNCIL
Mayville Dining Center October 21, 2013

Meeting called to order by Chairman Jerald Gamm. Pledge to the flag was said by all.

Minutes of the September meeting were read. Motion to approve as read by Connie Pliska, seconded by Sandra Williamson, motion carried.

Those in attendance: Henry Wymore, Jerry Gamm, Sandra Williamson, Carolyn Wymore, Beverly Glines, Jackie Foote, Connie Pliske Beatrice Hool, Shelley Beedle HDC, and Margaret Wenta.

Treasurers report given \$513.69 in savings , \$1327,86 in checking. As of today I deposited \$210.00, the rebate from Polish American Hall and \$10.00 from a ticket and received a bill for \$330.00 for advertising. Transferred \$700.00 from checking to savings so the balance in the checking account is \$507.86 and Savings is \$1213.73.

Motion to accept the treasurers report by Connie Pliske supported by Sandra Williamson, motion carried.

H.D.C. report by Shelly Beedle, that contract year ended September 30th on schedule. All programs were balanced. September had 12 serving days.

Discussion on possible future Sunday dinners.

County Average donation \$2.76 H,D,.79

Motion to accept HDC report by Margaret Wenta, supported by Henry Wymore. Motion carried.

Motion by Sandra Williamson, supported by Beatrice Hool, that the **November meeting be changed to November 11th** in Caro and that we cancel Dec, Jan and Feb. meetings.

The next meeting will be in March 17 th. Vassar 2014.



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Original article URL: <http://bridgemi.com/2013/11/detroit-coming-to-a-city-near-you/>

Economy & competitive position

Detroit – coming to a city near you

6 November 2013

by Ted Roelofs
Bridge Magazine contributor

As headlines mount for the largest U.S. city to file for bankruptcy, Detroit is now the undisputed punching bag for all that can go wrong in a community.

But just how immune is the rest of Michigan to Detroit's biggest liability – the pressing weight of unfunded pension and retiree health care debt?

In a sobering analysis, a Michigan State University study finds that cities across Michigan face a mountain of so-called legacy debt that will burden them for years.

The MSU report, co-authored by Eric Scorsone, an expert on state and local government and former chief economist for the state Senate Fiscal Agency, found for example that legacy debt is equal to 30 percent of the general revenue brought in each year by the city of Ann Arbor. It's equal to 25 percent of revenue in Grand Rapids, 38 percent in Lansing and a staggering 85 percent in Saginaw.

"It's not just Detroit," Scorsone said of the findings, based largely on municipal fiscal data from 2011. "You will find this structural problem in a lot of cities in Michigan."

Excluding Detroit, unfunded legacy debt in Michigan municipalities exceeded \$10 billion in 2011, with nearly 80 percent of this debt tied to retiree health care.



Grand Rapids resident Cathy Mulder: "If it keeps going that way, we're going to have less and less." (photo by Ted Roelofs)

As in Detroit, where unfunded health-care, pension and other legacy costs are pegged at nearly \$10 billion, rising debt means less money to spend on everything that makes a place livable: police and fire protection, upkeep on streets, lighting, parks and recreation, or even to cut weeds in vacant lots. Compounding the pain, communities have faced drops in property tax revenue, manufacturing jobs and population along with a \$5 billion plunge in state revenue sharing over the past decade.

Which may mean that cities across Michigan could soon face the same heartbreaking choice confronting Detroit: whether to sharply reduce benefits to retired municipal employees earned from a lifetime of labor, or continue to stick residents and businesses with the bill.

In cities like Flint and Detroit, these decisions pitting retirees against taxpayers are no longer being made (or ignored) by elected representatives; emergency managers or bankruptcy officials are calling the shots.

In the absence of bold action, the greatest cost may be to the future of these hardest-hit communities. As cities and towns cut services and raise taxes to pay down this debt and offset falling revenues, they end up driving away the very residents and businesses vital to their recovery.

Who wants to pay more and get fewer services in return?

Consider: The owner of a \$200,000 home in Ann Arbor would have to pay \$491 a year to fund that city's annual pension, retiree health care and other legacy costs. It would take \$540 in Grand Rapids and \$1,731 in Lansing. In Saginaw, where the median household income is about \$28,000, that homeowner would pay \$4,693 a year.

At the high end of Grand Rapids' pension scale, retired Fire Chief Robert VanSolkema collected an annual pension of \$97,125 in 2011, according to data obtained under the Freedom of Information Act by Taxpayers United of America, a Chicago-based anti-tax group. More than 50 Grand Rapids retirees received pensions of more than \$60,000 a year. Average pensions were more modest, \$30,000 or below, according to a 2009 report by the Grand Rapids Press.

Largest legacy cost burdens in Michigan

Legacy costs are commitments paid in the past that will be paid by future generations. The two biggest legacy costs are pensions and health care insurance for retired public workers. The 10 local governments with the highest legacy costs in Michigan:

Local government	Legacy costs (2011)
Detroit	\$5,586,937,313
Flint	\$1,112,098,934
Lansing	\$502,405,000
Warren	\$414,548,667
Grand Rapids	\$325,040,512
Saginaw	\$311,646,267
Taylor	\$276,925,086
Westland	\$228,793,659
Ann Arbor	\$227,233,000
Southfield	\$206,168,452

Source: Eric Scorsone / MSU Extension.

All the same, longtime Grand Rapids residents like Cathy Mulder note the burden the city’s finances have taken on their neighborhoods.

Mulder, 63, and her husband, Ray, have lived in the same West Side house for 37 years. They have seen the city close a nearby pool where their children used to swim and watched maintenance dwindle at a city park a few blocks away. Streets deteriorated. The city closed the last five of its wading pools this year.

A 2011 audit found that Grand Rapids spends less than \$20 per resident on parks and recreation (compared with \$49 nationally), and called for \$30 million in new funding. Another report found that 60 percent of the city’s roads have fallen into poor condition.

And so city officials asked voters to pay more in taxes to make up some of the difference. On Nov. 5, voters approved a .98-mill tax to pay for park maintenance.

“If you don’t maintain a city, it will look like trash,” Mulder said. “If it keeps going that way, we’re going to have less and less.”

Largest legacy costs per person

Ten Michigan cities with the largest legacy costs per city resident. This is each individual’s share of the currently unfunded bill for pensions and health care and other benefits for retired city workers.

City	2010 Pop.	Total unfunded legacy costs (2011)	Unfunded legacy costs for each resident
River Rouge	7,903	\$88,923,694	\$11,252
Flint	102,434	\$1,112,098,934	\$10,857
Detroit	713,777	\$5,586,937,313	\$7,827
Melvindale	10,715	\$79,462,584	\$7,416
Center Line	8,257	\$54,045,925	\$6,545
Ecorse	9,512	\$60,794,028	\$6,391
Saginaw	51,508	\$311,646,267	\$6,050
Bloomfield Hills	3,869	\$23,301,774	\$6,023
Fraser	14,480	\$78,449,068	\$5,418
Allen Park	28,210	\$144,225,807	\$5,113

Source: Eric Scorsone / MSU Extension.

To be fair, with the possible exception of Flint, Detroit’s precipitous fall has few parallels in Michigan. Its population today, at about 700,000, is barely a third what it was in the late 1950s. The median value of a home earlier this year was \$11,000. In Flint, population dropped from nearly 200,000 in 1960 to about 100,000 today. Both

cities face an enormous debt burden – more than 50 mills per taxpayer – with far fewer residents to pay for it.

Anthony Minghine, chief operations officer for the Michigan Municipal League, warns that many other Michigan communities may see a sharp reduction in city services.

“It’s a simple math problem,” Minghine said. “If you play the numbers out far enough, you will have certain communities where all they will do is hold elections and pay pensions.”

The true dimension of municipal retiree health care costs was not apparent in the United States until 2007, when new government accounting standards required communities to calculate this cost in their annual budgets. The U.S. economic crash that followed – marked by plunging home values and declining property tax revenues – deepened the debt hole.

But the bill for retiree health care was accumulating long before that, as many communities in Michigan and across the nation applied a “pay-as-you-go” formula to fund it. That was sufficient in many cases, before health care costs began to spiral upward. Adjusted for inflation, the yearly cost of U.S. per-person health care skyrocketed from just over \$1,000 in 1960 to more than \$8,000 in 2010.

Scorsone’s analysis cites 311 cities, villages and townships in Michigan that provided some kind of retirement health care benefits at the end of fiscal 2011, with a total liability of \$13.5 billion. Just 6 percent of that was funded, leaving a net unfunded liability of \$12.7 billion.

According to his report, Grand Rapids had not funded any of its 2011 retiree health-care debt of more than \$223 million. Kalamazoo had a debt of \$263 million, none of it funded. Bay City had funded 4 percent of its \$105 million debt and Lansing just 10 percent of a debt of more than \$376 million.

Cities like Kentwood and Portage in Kalamazoo County were notable exceptions, with their retiree health care debt fully funded.

Communities with large, unfunded health-care or pension commitments have generally turned to three options: raising taxes, cutting benefits or slashing spending. Each has its limitations.

The potential hit on homeowners



The 10 cities with the highest potential homeowner tax burden. Many cities are not fully paying for the legacy costs to come. The “Potential Homeowner Tax Burden” listed below is the annual additional property tax that an owner of a \$100,000 home would have to pay to fully cover the coming legacy cost burden in each community.

City	Legacy costs (2011)	Potential homeowner tax burden
Mount Clemens	\$47,276,893	\$4,608
Flint	\$1,112,098,934	\$2,840
Detroit	\$5,586,937,313	\$2,512
Saginaw	\$311,646,267	\$2,346
Hazel Park	\$81,160,555	\$1,225
River Rouge	\$88,923,694	\$1,183

After a decade of job losses and stagnant wages, Michigan taxpayers are understandably reluctant to fork over more money to government – especially when they suspect the money has been misspent.

Melvindale	\$79,462,584	\$1,149
Highland Park	\$39,562,184	\$1,109
Hamtramck	\$86,259,760	\$1,105
Bay City	\$144,172,802	\$1,033

Source: Bridge calculation based on Eric Scorsone/MSU Extension data.

That is especially true in place like Wayne County’s Allen Park, where voters rejected millages three times in the past two years to recoup \$31 million in bond debt tied to a failed movie studio venture; millages city officials said were critical to balancing city finances. In October 2012, Gov. Rick Snyder announced appointment of an emergency financial manager, noting that Allen Park’s fund balance had dropped by more than 90 percent in two years.

In a letter to the city, Snyder wrote that Allen Park had unfunded retiree health-care liabilities of \$120 million and \$24 million in unfunded pension liabilities. In August, voters finally approved a 3.25-mill millage to maintain police and fire services.

Voters in Benton Harbor on Nov. 5 turned down an income tax hike its emergency manager said should be used to pay down legacy costs that consume nearly one fourth of revenues.

Michigan’s Constitution says state and local government pensions “shall not be diminished or impaired,” so clawing back those benefits from existing retirees seems unlikely outside of bankruptcy. Short of bankruptcy or emergency management, cities have generally been constrained from breaking contracted retiree health care benefits as well.

Detroit emergency manager Kevyn Orr moved in October to strip health-care benefits for nearly 20,000 retired workers effective Jan. 1. The matter is being fought in federal bankruptcy court.

In Pontiac, Emergency Manager Lou Schimmel seeks to cut health care benefits for some 1,200 retirees, a move calculated to save the city \$6 million year. That issue remains tied up in court as well.

Stripping retirees of health care – or, at the least, forcing them to contribute to their coverage –could be a template for other financially strapped communities, said Mitch Bean, former director of the state House Fiscal Agency. Bean said cities could move to curtail existing retiree health care benefits through contract negotiations.

“Retiree health care could be eliminated, quite frankly. But politically, I don’t know how you do it. It would take a great deal of political will.”

State legislation passed in 2012 allows municipalities to issue bonds to pay for legacy debt, but thus far just two entities – Oakland County and Bloomfield Township – have taken that step.

That leaves spending cuts, a strategy all too familiar in Detroit.

Minghine of the Municipal League said that spending cuts – if they are severe enough – can lead to a municipal “death spiral” in which basic services are so reduced that property values decline and residents begin to leave.

“To the extent that the fixes to balance the books diminish the things that make a community a great place to live, everyone leaves,” he said.

“It’s akin to a turnaround expert saying ‘I balanced the books on your business. I did it by closing all your factories.’”

In Saginaw, officials announced earlier this year they would no longer mow most of the city’s estimated 5,000 vacant lots. The city already made deep cuts to its police and fire department.

South of downtown, lifetime Saginaw resident Christina Jones, 78, owns a nicely-kept two-story, 1,400-square-foot home, fronted by an immaculately maintained yard. She can look down the street and see overgrown empty lots in either direction. An abandoned home sits across the street.

Her home has a market value of \$20,000 – on paper. But property records indicate nearby homes are selling for closer to \$6,000. For this, Jones paid \$466 in property taxes last year.

She isn’t about to budge. She can’t afford to.

“I could think about selling my house, but what would I get for it?” she asks. “I’m staying here, if I have to build a moat and put alligators in it.”



Saginaw resident Christina Jones: “I’m staying here, if I have to build a moat and put alligators in it.” (photo by Ted Roelofs)

Ted Roelofs worked for the Grand Rapids Press for 30 years, where he covered everything from politics to social services to military affairs. He has earned numerous awards, including for work in Albania during the 1999 Kosovo refugee crisis.

7 comments from Bridge readers.

EB

November 6, 2013 at 4:07 pm

The database doesn’t show legacy retirement and health care costs for most townships, school districts, counties nor the state. As taxpayers, all these costs impact us and we’re only seeing some of the impact if we happen to

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

Toughly 4 years, then went into the
lumber business and sold out in 1996.

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

—

What special skills could you bring to this position?

Organization and Leadership

Previous government appointments: CHAIR D.H.S.

Please provide us with the names of your:

State Senator Mike Green

State Representative Terry Brown

County Commissioner Tom Caldwell

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

Age 71 Political Affiliation NONE Military Service No

Spouse or Partner's Name Mary Ann Hiron

CONSENT AND CERTIFICATION

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

Signed By Robert J. Hiron

October 18, 2013

Robert J. Hirn
6622 Kelly Road
Cass City MI 48726

Dear Robert:

This letter is to inform you that your term on the Department of Human Services Board expires on December 31, 2013. If you are interested in continuing as a board member, please complete the enclosed application.

The completed application can be submitted to the County Clerk's office. Please return by Friday, November 8, 2013. As an alternative, you can also complete the application on-line at www.tuscolacounty.org.

If you have any questions, please feel free to contact the office at (989) 672-3780.

Sincerely,

Jodi Fetting
Tuscola County Clerk

Enclosure



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Economy & competitive position

How retirement debt swallowed our towns

11 November 2013

by Ted Roelofs
Bridge Magazine contributor

Back in the 1950s, when Detroit's automobile industry ruled, few gave much thought to the long-term price of fringe benefits like pensions or retiree health care.

The post-World War II auto boom was a model of modern manufacturing, creating jobs from Detroit and its suburbs to cities like Flint and Saginaw. Factories hummed around the clock. Workers straight out of high school earned enough to pay a mortgage, support a family and, if they put in 30 years, enjoy a nice pension and health-care benefits when they retired. Some saved enough to buy a cottage up north.

But even during this celebrated era, there were hints that the prosperity would not last. General Motor's share of the U.S. market stood at about 50 percent in 1960 – dominating, but down from 54 percent in 1954. Detroit's population rose to more than 1.8 million in 1950, but had lost nearly 200,000 a decade later.

Yet such harbingers were easy to miss in a state that had personified swaggering upward mobility ever since Henry Ford promised \$5 a day to factory workers.

The auto industry had set the bar for employment benefits that helped build the American middle class – and government followed.

"Government was competing for that talent," said Anthony Mengine, chief operations officer for the Michigan Municipal League. "They had to match or provide similar benefits. They never competed on the pay side. They had to compete on the benefit side."

Hundreds of communities across Michigan agreed to pay public workers traditional pensions when they retired, based on their salary and years of service. And, following

the auto industry, cities committed to generously funding workers' health-care costs after they retired.

Minghine said it was all but inconceivable at the time that the industry that spawned long-term employment benefits would be brought to its knees a few decades later.

In cities that followed the auto industry blueprint and failed to foresee the spiraling cost of health care, the consequences are being felt today across wide swaths of Michigan.

Alarm bells could have gone off in 1984.

That's when private employers were first required to begin monitoring the cost of retiree health-care benefits, and how they would be funded. As a result, businesses that offered generous retirement packages began to cap their contribution to retiree health care.

But the vast majority of municipal governments were either unaware of, or ignored, the warnings.

In 1988, the Government Accounting Standards Board, the body that sets guidelines for government, put the matter on its agenda because of rising concern over retiree health-care debt. Board spokesman John Pappas said the agency saw a need for "clear accounting" standards governing the benefits.

But it wasn't until 2007 that governments joined their private sector brethren in being required to account for the future cost of health care. Until then, these liabilities were essentially off the books.

Kathy Roy, a municipal fiscal consultant and former finance director for the city of Novi, likened the response of many cities to this debt to the nation's failure to address the projected long-term funding shortage for Social Security.

At Roy's urging, Novi began funding retiree health care in the late 1990s. It is now about 70 percent funded.

"We all have known for 30 years there is an issue with Social Security. What have we done about it?" she asked. "There is plenty of blame to go around on this."

Portage was one early responder, making changes in the 1980s to its pension and retiree health care benefits to trim costs. As a result, it is one of the few cities in Michigan with no legacy debt.

A Michigan State University study released earlier this year found that unfunded retiree health care debt in 311 Michigan municipalities, including Detroit, totaled nearly \$13 billion, based largely on 2011 numbers.

These liabilities were compounded in Michigan by a decade-long recession, the most severe in the nation. The very industry that had powered Michigan's economic might was itself on life support. The result:

- General Motors and Chrysler fell into bankruptcy in 2009, nearly sunk by dwindling sales and billions of dollars in pension and retiree health-care debt they could no longer afford.
- Roughly 800,000 jobs disappeared in Michigan between 2000 and 2010.
- Flint went from 80,000 auto workers in 1980 to perhaps 8,000 today.
- Saginaw from about 15,000 in 1970 to 2,000 today.
- By 2010, Detroit had barely a third of its peak, 1950 population.
- The value of Michigan homes and business declined by \$180 billion from 2007 to 2011.
- The state cut \$5 billion in revenue sharing to cities from 2002 to 2012.

And the cost of retiree health care costs continued to rise faster than most cities anticipated when contract deals were struck. Adjusted for inflation, the yearly cost of U.S. per-person health care soared from just over \$1,000 in 1960 to more than \$8,000 by 2010.

All of which left many cities with fewer taxpayers paying less in property tax, with diminished help from the state – leaving legacy debt obligations that cannot be easily undone.

Minghine, of the municipal league, said Detroit is merely an extreme example of what communities are facing across the state.

Detroit, with its 700,000 residents, is left to pay a bill rung up by a city of 2 million, he said.

“Some of us walked out on the check.”

Ted Roelofs worked for the Grand Rapids Press for 30 years, where he covered everything from politics to social services to military affairs. He has earned numerous awards, including for work in Albania during the 1999 Kosovo refugee crisis.

2 comments from Bridge readers.

Roger Martin

November 12, 2013 at 8:40 am

Yes, this is a massive problem for local governments. And it's also a massive problem for State Government. According to the Sept. 25, 2013 "State Budget Overview" published by the nonpartisan State Senate Fiscal Agency, the state's pension funds are underfunded by \$28.6 billion (yes, with a "b") and the state's healthcare benefits are underfunded by \$41.3 billion (yes, with a "b"). Those two numbers total \$69.9 billion. So, what is the state going to do? A question that deserves to be answered, yes?