

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA**

**THURSDAY, DECEMBER 27, 2012 – 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 Petzold  
Pledge of Allegiance – Commissioner Kern  
Roll Call – Clerk White  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period  
Consent Agenda Resolution (None)  
New Business  
    -Resolution Honoring County Clerk  
    -Resolution Honoring Emergency Services Director  
    -Farms Market Agreement  
    -2012 Budget Amendments  
    -Approval of Byrne Grant Contract  
    -Filling Vacancy in District Court  
    -Filling Vacancy in County Clerk's Office  
    -Attestation Letter for Medical Care Facility  
    -Agreement for Legal Representation of Indigents in 54<sup>th</sup> Judicial  
        Circuit Court (See Correspondence #2)  
Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

**PETZOLD**

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

PETERSON

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

ALLEN

Board of Public Works  
Local Unit of Government Activity Report  
Human Services Coordinating Council  
Great Start Collaborative – Tuscola County  
Parks & Recreation

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  
NACo Agricultural Committee  
NACo Rural Action Caucus

KERN

Thumb Area Consortium/Michigan Works  
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

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

## **CORRESPONDENCE**

- #1 December 11, 2012 Full Board Minutes
- #2 Circuit Court Agreement for Legal Representation
- #3 MMRMA Rap Application Approval
- #4 November 21, 2012 Road Commission Minutes
- #5 Michigan Population Growth Article

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.

**TUSCOLA COUNTY BOARD OF COMMISSIONERS**

December 11, 2012 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 11th day of December, 2012 to order at 8:30 o'clock a.m. local time.

Prayer by Commissioner Peterson

Pledge by Commissioner Petzold

COMMISSIONERS PRESENT: District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5 Gerald Peterson

COMMISSIONERS ABSENT: District #1 Roger Allen

12-M-259

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

12-M-260

Motion by Kern seconded by Peterson to approve the minutes of the 11/29/2012 regular meeting. Motion carried.

Brief Public Comment – none

Vyse Administrative Services LLC Director of Operations Ione Vyse gave her annual report.

Planning Commission Chairperson Ione Vyse informed the board the commission is working on amendments to the General Development Plan.

12-M-261

Motion by Kern seconded by Petzold that the 2012 Airport Zoning Administrator's Report be received and placed on file. Motion carried.

12-M-262

Motion by Kern seconded by Peterson to approve the Community Development Block Grant agreement for the \$250,000 housing rehabilitation program for the period of 12/1/12 to 5/31/15 and authorize all appropriate signatures. Motion carried.

## 12-M-263

Motion by Kern seconded by Peterson that the internal budget amendment to the Probate Juvenile Child Care Fund as recommended in the December 10, 2012 letter from the Probate Juvenile Director be approved for change. Motion carried.

## Boards &amp; Commissions Appointments:

Recycling Advisory Committee – 1 position  
John B. Johnson

Department of Public Works - 2 positions  
Joseph Hembling  
Steve Erickson

Planning Commission – 2 positions  
Jone Vyse  
Keith Kosik

## 12-M-264

Motion by Kern seconded by Petzold to approve the Michigan State University Annual Work Plan for fiscal year 2013 and authorize all appropriate signatures. (2013 Work Plan provides for the retention of one full-time secretary position.) Motion carried.

## 12-M-265

Motion by Kern seconded by Peterson that a letter of support be submitted for the 2012 City of Caro Community Development Block Grant application for a Downtown Infrastructure Grant to make improvements to maintain a vibrant downtown area. Motion carried.

## 12-M-266

Motion by Petzold seconded by Kern to approve the Primary Road Millage transfer request of \$91,099.59 as identified by Voucher #05-12 dated December 6, 2012 for transfer from the Primary Road Millage to the Road Commission General Fund. Motion carried.

Extended Public Comment – none

Meeting adjourned at 9:57 a.m.

Margie A. White  
Tuscola County Clerk

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

This Agreement made and entered into by and between the 54<sup>th</sup> Judicial Circuit Court, whose address is 440 North State St., Caro, Michigan, hereinafter called the Court; the Law Office of Gregory H. Bringard, 367 N. State Street, Caro, Michigan; the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan; the Law Office of Ransford & Crews, PC, 303 N. State Street, Caro, Michigan; and the Law Office of Abbey, Abbey & Thomas, PLLC, 121 W. Grant Street, Suite 3, Caro, Michigan; 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, 2013 through December 31, 2013. This Agreement may be renewed on an annual basis upon the same terms or such other terms as may be agreeable to the parties in writing.

## III. Administration and Support

The Consortium shall provide the following:

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

## IV. Duties

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

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

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



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

#### V. Compensation

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

1. The sum of one hundred sixty-five thousand dollars (\$165,000.00), to be paid in equal monthly installments of thirteen thousand two hundred fifty dollars **(\$13,250.00)** on the first of each month beginning February 1, 2013 and continuing every month thereafter until paid in full. Each of the four attorneys shall be paid an equal amount of each monthly installment.
2. In addition, the Court shall pay, upon motion and prior approval by the Court, the following expenses:
  - a. Expert witness fees and costs;
  - b. Polygraph examination;
  - c. Psychiatric examination;
  - d. Investigations fees and costs;
  - e. Translator's fees; and
  - f. Travel to State Prisons and County Jails located in a county other than Tuscola County and not contiguous to Tuscola County.
3. The Consortium agrees that the above expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the defendant and at the discretion of the Chief Judge.
4. The Court will pay, normal and regular witness fees and costs, including service of subpoenas; and including any costs associated with obtaining discovery.
5. No other payments other than those stated herein shall be made without specific approval of the Court.

#### VI. Early Termination

This Agreement may be terminated by either party at any time, with or without cause, upon not less than ninety days (90) written notice delivered by mail or in person to the other party. Notice to the Court shall be delivered to the Chief Judge of the 54<sup>th</sup> Judicial Circuit Court located at 440 N. State St. Caro, MI. 48723. Notice to the Consortium shall be the members as follows: the the Law Office of Gregory H. Bringard, 367 N. State Street, Caro, Michigan; the Law Office of Duane E. Burgess, 121 W. Grant Street, Suite 2, Caro, Michigan; the Law Office of Ransford & Crews, PC, 303 N. State Street, Caro, Michigan; and the Law Office of 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.

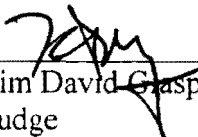
Likewise, failure of the Court to abide by the terms and provisions of this Agreement shall constitute a default. If steps are not taken by the Court to correct any such default within fifteen (15) days of receipt of written notice of the deficiency and request for compliance from the Consortium, including 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 12 day of December, 2018  
2012

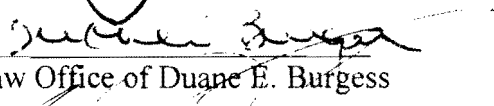
  
\_\_\_\_\_  
Hon. Kim David Gaspie (P31610)  
Chief Judge

\_\_\_\_\_  
Date 12-12-12


CONSORTIUM

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

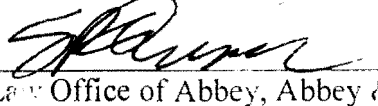
Dated: 12-11-12

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

Dated: 12-11-12

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

Dated: 12/11/12

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

Dated: 12-7-12

APPROVED FOR FUNDING:

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

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



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

December 4, 2012

Undersheriff Glen Skrent  
Tuscola County Sheriff's Office  
420 Court Street  
Caro, MI 48723

**RE: RAP**

Dear Undersheriff Skrent:

I am pleased to inform you that the RAP application for your Jail Building Security Camera System project was approved. The Committee authorized 50% funding up to a maximum of \$27,707 for your project.

Payment will be based upon confirmation from Tuscola County of their payment of their portion of the expense. **Please send proof of payment along with invoice copies or other documentation of the expenditure.** Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon Tuscola County remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

Charles Schwab  
Director of Risk Management

CS/clk

cc: Mike Hoagland, Tuscola County  
Ibex Insurance Agency

November 21, 2012

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Wednesday, November 21, 2012 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 Matuszak that the minutes of the November 8, 2012 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$90,528.65 and bills in the amount of \$697,574.42 covered by vouchers #12-40, #12-41, and #11 were presented and audited.

Motion by Zwerk seconded by Parsell that the payroll and bills be approved, and that bills be paid next week upon receipt of township road account deposits at the discretion of the Director of Finance. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Brief Public Comment Segment:  
None.

Management and the Board further discussed a proposed agreement between the Road Commission and the City of Caro regarding vehicle fleet maintenance. Director of Finance Michael Tuckey presented to the Board a counter proposal received from the Caro City Council's Finance Committee. After reviewing the revised proposal and after further discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak that the Tuscola County Road Commission tentatively approves the revised one (1) year Proposed Intergovernmental Agreement with the City of Caro for Mechanic Repair Services, all in accordance with the following revisions: clarification regarding the \$1,000.00 threshold on any incremental insurance expenses pending insurance quotes and State of Michigan requirements, and with the understanding that this Agreement will be reviewed for its feasibility on a quarterly basis; all pending the approval of the Caro City Council. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to approve the request from the Novesta Township Board for the installation of two Amish Specialty Signs on Deckerville Road, all in accordance with the Road Commission's policy for installing specialty road signs. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Director of Finance Michael Tuckey presented to the Board a proposed 2013 Capital Outlay Budget. After discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to approve the proposed 2013 Capital Outlay Budget as presented, pending the 2013 Budget Hearing scheduled at the December 20, 2012 regular meeting of the Board. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed a letter received from residents on Ormes Road regarding roadside brush spraying. The Board and the County Highway Engineer reviewed the location, and after further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the Road Commission respond to the residents on Ormes Road, with the understanding of their concern, but the roadside brush spraying on Ormes Road this season was within the scope of the Road Commission's Roadside Brush Spraying Policy. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board discussed the Road Commission's group health insurance plan. Mr. Jack Schmitz with Burnham & Flower Insurance Company appeared before the Board to present the 2013 renewal rates from Blue Cross & Blue Shield of Michigan. Management and the Board also reviewed the current plan summary and the analysis of complying with Public Act 152, the Publicly Funded Health Insurance Contribution Act. After the presentation and further discussion, the following three (3) motions were introduced:

Motion by Sheridan seconded by Parsell that the Road Commission review its retiree benefits packages and discuss alternatives for retiree health insurance plans. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the Road Commission accepts the 2013 renewal rates for its group health insurance plan, all in accordance with the Blue Cross & Blue Shield PPO-12A Plan and the Health Reimbursement Account as specified in the plan proposal. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to approve any increases/decreases of the employee health insurance contribution rates for the year 2012 in order for the Tuscola County Road Commission to comply with Public Act 152, the Publicly Funded Health Insurance Contribution Act. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 10:15 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

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Chairman

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Secretary-Clerk of the Board



## Census: Population grows in Michigan for first time in 7 years

BY MIKE WILKINSON COMMENTS



Michigan gained population in 2012 for the first time in seven years, another indication that the state has rebounded from its deep descent during the Great Recession, according to population estimates released Thursday morning by the U.S. Census Bureau.

This portion of the

The population gain was 0.1 percent, just 6,559 to 9,883,360, but it was the first gain since 2004. Unemployment rates in the state forced hundreds of thousands to seek work across the country.

Despite the gain, Georgia passed Michigan in population, dropping Michigan to ninth. North Carolina could pass Michigan in the next couple of years as well. Michigan has been No. 8 since Florida passed it in 1979. But from 1920 to 1979, the state was the seventh largest in the nation, according to Ken Darga, Michigan's state demographer.

A

Driving the population up was a drop in the net loss of residents to other states. Births exceeded deaths in Michigan this year by 22,500, and the state saw an increase in immigration. The biggest factor, however, was the decline in the outmigration to other states: The state lost nearly 33,000 people, down from 42,000 the year before and well below a high of 109,000 in 2008.

### Most Popu

- Michigan :
- Colorado :
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# Census: Population grows in Michigan for first time

Michigan lost roughly 300,000 people from 2004 to 2011 to the exodus triggered by what some economists called a "one-state depression."

The census estimates are based on births and deaths and both domestic and international migration.

The population loss from 2005 to 2011 was not as large in total as the losses experienced during the early 1980s, but they lasted four years longer and reflected the continued shakeout in the manufacturing sector, which lost hundreds of thousands of jobs. Over that time, Michigan saw its national ranking in per capita income fall from 16th in the nation to 39th as good-paying factory jobs evaporated.

In October 2008, when the national jobless rate was 6.5 percent, it was 9.4 percent in Michigan. The next October it rose to 14.1 percent in Michigan while it hit 10 percent as a nation. It's now 8.9 percent in Michigan and 7.7 percent nationally.

Two of the states where many Michigan residents moved to during the height of the trouble, Nevada and North Carolina, now have higher unemployment rates.

The census data released Thursday show two states, Vermont and Rhode Island, lost population and five others gained fewer people: West Virginia, Maine, New Hampshire, Ohio and Connecticut. For years, Michigan's losses were the largest in the country.

Texas gained nearly 430,000 people from 2011 to 2012 and California added nearly 360,000. The largest percentage gain was in North Dakota, where the oil boom saw the state population jump 2.2 percent.

*mwilkinson@detnews.com*

(313) 222-2563

## See Also

Internet new option for census surveys

Macomb County's demographic face is changing

U.S. birth rate falls to lowest level since '20s

Live blog: Ferguson insider testifies about extortion claims.

## Join the Conversation



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