

DRAFT – Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, February 10, 2014 - 7:30 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance

Committee Leaders-Commissioners Trisch and Kirkpatrick

Update from State Senator - 8:00 A.M.

Primary Finance

- 1. 2014/15 Governor Proposed Budget in February 2014**
- 2. State Revenue Sharing (See A)**
- 3. 2014 MAC Priorities (See B)**
- 4. Mosquito Abatement Millage Renewable Language for May Ballot (See C)**
- 5. Mosquito Abatement Technician Compensation (See D)**
- 6. P.A. 161 of 2013 Changes in Property Taxes for Veterans (See E)**
- 7. HB 5253 Regarding Sharing Equalization Directors (See F)**
- 8. Restoration of Tuscola County Behavioral Health State GF Appropriation (See G)**
- 9. Medical Examiner – Hiring of MESI (See H)**
- 10. Hiring Freeze Application to Part-Time**
- 11. EDC Funding Request**
- 12. Recycling Committee Vacancy**
- 13. Human Development Commission Member Reappointments**

On-Going Finance

1. Prisoner Medical Costs
2. Next Steps to Five Year Financial Plan Development – Forwarded to County Officials
3. Renewable Energy - New Minimum Requirement?
4. Oil Shale Mining Assessing/Taxation – MAC Involvement
5. Any Changes or Additions to 2013 Accomplishments
6. Changes or Additions to 2014 Issues and Work Program
7. Personnel Property Tax Replacement with Use Tax – Public Vote
8. State Police Lease
9. Potential Re-Use of former Camp Tuscola
10. Periodic Updates on Major Budget Factors
11. Register of Deeds Recording of Wind Project Land Transactions
12. NG911 Multi-County Purchase
13. New Method of Cost Sharing for MREC Legal Invoices – Reese Library
14. Jail Law Suit
15. Managing Jail Bed Space
16. County Web Page and Further Enhancements
17. Digital Parcel Mapping/GIS
18. Indigent Dental Program
19. Unfunded State Mandates
20. Abused, Neglect and Delinquent Child Care Costs

Personnel

Committee Leader-Commissioners Kirkpatrick and Trisch

Primary Personnel

1. **Sheriff Jail Administrator (See I)**
2. **Mosquito Technician Hiring (See J)**
3. **Update Human Resources Coordinator**
4. **Prosecutor Position Vacancy – Hiring Freeze**
5. **Meeting on February 20, 2014 Sanilac County Regional Planning**
6. **Procedures to Replace Retiring Dispatch Director**
7. **DARI Integrity Resources (See K)**
8. **Behavioral Health Changes (See L)**
9. **New Zimco Technology Services Contract (See M)**

On-Going Personnel

1. **Reclassification Procedures – New HR to Review**
2. **Health Insurance Affordable Care Act**
3. **Draft Court and Non-Union Personnel Policies – Labor Attorney Conducting Review – New HR to Review**
4. **Hiring of Part-time Replacements for former Full-Time Maintenance Person**
5. **Region VII Area Agency on Aging Advisory Council Vacancies**
6. **MAC 6th District Meeting Date and Agenda**
7. **Claim Filed by Former County Employee**

Building and Grounds

Committee Leader-Commissioners Allen and Bierlein

Primary Building and Grounds

1. **None this Meeting**

On-Going Building and Grounds

1. **Cass River Greenway**
2. **Dead Ash Trees Roadway Problems**
3. **Update to the County Solid Waste Management Plan – EDC**
4. **State Police Post Lease**
5. **Agricultural Irrigation/Residential Wells**
6. **20 Year Maintenance Plan Update**

Other Business as Necessary

1. **County Planning Commission – Development of Historical Information – Twp Maps (See N)**
2. **Farm Bureau Lunch 3/17/14**

Public Comment Period

Closed Session – If Necessary

Other Business as Necessary



Mike Hoagland

From: Mike Hoagland [mhoagland@tuscolacounty.org]
Sent: Wednesday, February 05, 2014 11:32 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); Bowden Dawn (dbowden@tuscolacounty.org); Clayette Zechmeister (Clayette Zechmeister); Renee Ondrajka; (SouthgateK@michigan.gov); Anderson Steve (sanderson@tuscolacounty.org); Bishop John (jbishop@tuscolacounty.org); Bob Mantey (drain-commissioner@tuscolacounty.org); Brian Nueville (briann@hdc-caro.org); Charles Walker (walkerca@michigan.gov); Curtis Stowe (ces95@fastmail.fm); Eean Lee (elee@zimco.net); Erickson Steve (edcdirector@yahoo.com); Erickson Steve (tuscolacountyedc@yahoo.com); Erskine Sandy (serskine@tuscolacounty.org); Fraczek Donna (dfrazcek@tuscolacounty.org); Gierhart Amy (agierhart@yahoo.com); Glaspie Judge (d71bglaspie@gmail.com); Glen Skrent (undersheriff@tuscolacounty.org); Gretchen Tenbusch (Gretchen Tenbusch); Hal Hudson (Hal Hudson); jfetting@tuscolacounty.org; Jim Matson (scac@avci.net); Joseph Bixler (bixlerj@anr.msu.edu); Kim Green (kgreen@tuscolacounty.org); Lee Teschendorf (sheriff@tuscolacounty.org); Long Sheila (slong@tuscolacounty.org); Maggie Root; Margot Roedel (Margot Roedel); Mark Reene; Mark Reene (mreene2011@gmail.com); Mike Miller (Mike Miller); Mike Tuckey (mtuckey@tuscolacounty.org); Nancy Thane Judge (Nancy Thane); Patricia Gray; 'Robert Klenk'; Robert Klenk (Robert Klenk); Ronald Amend (ramend@tchd.us); Walt Schlichting (Walt Schlichting)

Subject: State Revenue Sharing
 Commissioners and County Officials

SOME GREAT NEWS !!!!

I spoke with Deena Bosworth (MAC staff) this morning she said the Governors Executive Budget does recommend full funding of state revenue sharing !!!!

Now the challenge is to make sure the Senate and House do not change the Executive Budget.....

Wow maybe our persistence paid off.....I think they know where Tuscola County is located.....

Thanks to everyone who made calls and contacts.....

My faith is being restored.....together we can make a difference.....

Mike

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

Mike Hoagland

From: ericson@micounties.org on behalf of Michigan Association of Counties [ericson@micounties.org]
Sent: Wednesday, February 05, 2014 11:21 AM
To: mhoagland@tuscolacounty.org
Subject: Special Alert: Gov. Recommends 100% Full Funding for County Revenue Sharing

To view this email as a webpage [click here](#)

**SPECIAL ALERT**

February 5, 2013

**Governor Recommends Full Funding for County Revenue
Sharing in FY 2015
Totaling \$211,134,899**

It is with immense gratitude that the Michigan Association of Counties announces that Governor Rick Snyder delivered his FY 2015 budget recommendation today which included 100% full funding for county revenue sharing totaling over \$211 million. This marks the first time in 14 years that counties are in a position to receive full revenue sharing payments. It hasn't been since FY 2001 that counties have received full funding. Please take the time to publicly thank Governor Snyder and his administration for their tireless efforts to restore county revenue sharing.

For fourteen years, MAC and their member counties have been trying to explain to the state how critical these funds are to county operations. In a continued effort to advocate for full funding for counties, MAC Director Jon Campbell (Allegan County), Eaton County Administrator John Fuentes and MAC Director of Governmental Affairs Deena Bosworth met with Governor Snyder to discuss the value counties bring to the state and the history of revenue sharing. Our ask of the governor was that he recommend full funding of county revenue sharing in FY 2015. Our message was heard loud and clear

and we would like to thank the governor for recognizing our contributions over the years.

As a brief history, in 2004-2005, when the state was in the midst of yet another financially difficult year, counties agreed to go off of state revenue sharing temporarily in order to help the state with its budget problems. Part of that solution was the establishment of "revenue sharing reserve accounts" that had resulted due to a state imposed acceleration in property tax payments to counties. All counties went off of revenue sharing and paid themselves out of these accounts. The agreement was that each county would draw from these reserve accounts an annual amount established by the Department of Treasury until which time the funds were exhausted, then they would come back into the statutory revenue sharing formula.

In FY 2014, 63 counties were back in the revenue sharing formula and are scheduled to receive \$145,760,000 in payments. These 63 counties will see an increase of over \$37 million in FY 2015 if the governor's recommendation is adopted by the legislature. For FY 2015, 11 more counties are scheduled to come back into the formula at full funding levels. Attached to this update is a spreadsheet detailing the amounts due each county in FY 2015.

Although this is excellent news coming from the governor, it is just the first step in a long budget process. Both the House and Senate need to agree with the governor on his recommendations. It is critical that counties contact their legislators and encourage them to approve county revenue sharing as proposed by the governor.

MAC has prepared a sample resolution and talking points to assist counties in getting the message out to their elected officials. Both of those documents are attached here as well.

Once again we ask you to thank the Governor Snyder for the full funding recommendation and as we move forward, we encourage you to ask members of the legislature to approve this budget recommendation.

[Revenue Sharing Talking Points](#)

[Sample Resolution](#)

[Revenue Sharing FY 2015 Numbers](#)

You can also find these on the MAC website: micounties.org

Deena Bosworth
MAC Director of Governmental Affairs
517-282-1647
bosworth@micounties.org

The Michigan Association of Counties (MAC) founded on February 1, 1898, is the only

statewide organization dedicated to the representation of all county commissioners in Michigan.

MAC is a non-partisan, non-profit organization which advances education, communication and cooperation among county government officials in the state of Michigan. MAC is the counties' voice at the State Capitol, providing legislative support on key issues affecting counties.

Michigan Association of Counties
935 N. Washington Avenue
Lansing, Michigan 48906
Tel: (800) 258-1152 or (517) 372-5374
Fax: (517) 482-4599
www.micounties.org



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Michigan Association of Counties | 935 N. Washington Ave. | Lansing | MI | 48906

____ COUNTY BOARD OF
COMMISSIONERS

RESOLUTION #

WHEREAS, In the Governor's recommendation for the FY 2015 budget, counties are scheduled to receive 100% full funding of revenue sharing totaling \$211,134,899; and

WHEREAS, This will bring counties to the level of revenue sharing agreed upon in 2004 for the 2005 FY; and

WHEREAS, The attached spreadsheet details the full funding allocations for FY 2015 for each county; and

WHEREAS, This marks the first time in fourteen years that the administration has recommended full funding for county revenue sharing; and

WHEREAS, Counties have worked diligently for the past decade by leading the effort to reform, consolidate, and right size government in an effort to increase efficiency and adjust declining revenues; and

WHEREAS, Revenue sharing is more than just a pot of money to be allocated in whole or in part to counties but is a statutory promise made to counties in exchange for giving up local taxing authority and for a more recent change in local taxing administration; and

WHEREAS, Revenue sharing is used by counties to pay for the multitude of state mandated services including the courts, the jails, the constitutional officers, elections and the public health system and, coupled with the recent reductions in property values and increased mandated state service delivery, counties are stretched to the financial limit; and

THEREFORE BE IT RESOLVED, That the _____ would like to thank the Governor for fully funding county revenue sharing payments fiscal year 2015;

THEREFORE BE IT ALSO RESOLVED, That the _____ call upon the state legislature to live up to their promise and adopt the Governor's recommendation for fully funding county revenue sharing in FY 2015;

BE IT FINALLY RESOLVED, that copies of this resolution be forwarded to the Governor, our State Legislators, and the Michigan Association of Counties.

Adopted this ___ day of _____, 2014



MAC Revenue Sharing Talking Points FY 2015

Please encourage all county commissioners to thank the Governor Snyder for his FY 2015 budget recommendation and contact their legislators and ask them to support the governor's recommendation for full funding for county revenue sharing.

- Governor Snyder recommended 100% full funding for county revenue sharing totally over \$211 million.
- This is the first time in 14 years the administration has recommended full funding. Please thank the Governor for his support.
- The House and the Senate will start considering budgets as early as next week. Full funding for county revenue sharing **must be supported and approved by the House and Senate** in order for counties to receive the funds in FY 2015.
- It is imperative that counties engage their Representatives and Senators in a conversation about how important revenue sharing is to counties so that they approve this budget recommendation.
- As a brief history, in 2004-2005, when the state was in the midst of yet another financially difficult year, counties agreed to go off of state revenue sharing temporarily in order to help the state with its budget problems. Part of that solution was the establishment of "revenue sharing reserve accounts" that had resulted in accelerated property tax payments to counties when the collection dates were moved up. County withdraw from these reserve account are restricted each year to the authorized amount established by the Department of Treasury. When those accounts become exhausted, counties, by statute, move back to state revenue sharing.
- In FY 2015, as the reserve accounts continue to be exhausted, 11 more counties will come back into the formula.
- The recommendation totals \$37.2 million more for the 63 counties that were back in the revenue sharing formula in 2014. An additional \$28.1 million is also included in the recommendation for the 11 new counties coming back on.

MAC will continue to advocate on behalf of Michigan's counties for full funding for county revenue sharing.



**FY 2015 Governor Recommendation
Full Funding for County Revenue Sharing**

**TOTAL
\$211,134,800**

County	FY 2014 Appropriation	Exec. Rec. FY 2015 Full Funding	Increase over FY 2014 Appropriation
Alger	\$153,281	\$191,722	\$38,441
Allegan	\$1,798,266	\$2,249,250	\$450,984
Alpena	\$581,800	\$727,709	\$145,909
Arenac	\$269,045	\$336,518	\$67,473
Baraga	\$149,869	\$187,454	\$37,585
Barry	\$917,369	\$1,147,434	\$230,065
Bay	\$2,065,870	\$2,583,966	\$518,096
Benzie	\$0	\$333,039	N/A
Berrien	\$2,912,427	\$3,642,830	\$730,403
Branch	\$773,292	\$967,225	\$193,933
Calhoun	\$2,395,979	\$2,996,863	\$600,884
Cass	\$832,455	\$1,041,225	\$208,770
Cheybogan	\$0	\$304,634	N/A
Chippewa	\$573,860	\$717,778	\$143,918
Clare	\$515,942	\$645,334	\$129,392
Clinton	\$546,612	\$1,334,321	\$787,709
Crawford	\$0	\$243,604	N/A
Delta	\$641,278	\$802,102	\$160,824
Dickinson	\$457,940	\$572,786	\$114,846
Eaton	\$1,771,839	\$2,216,196	\$444,357
Grand Traverse	\$0	\$1,517,350	N/A
Genesee	\$7,901,123	\$9,882,633	\$1,981,510
Gladwin	\$407,184	\$509,301	\$102,117
Gogebic	\$270,902	\$338,841	\$67,939
Gratiot	\$686,494	\$858,658	\$172,164
Hillsdale	\$750,497	\$938,712	\$188,215
Houghton	\$545,591	\$682,419	\$136,828
Huron	\$640,624	\$801,286	\$160,662
Ingham	\$4,867,925	\$6,088,744	\$1,220,819
Ionia	\$941,489	\$1,177,604	\$236,115
Iosco	\$424,833	\$531,376	\$106,543
Iron	\$216,366	\$270,628	\$54,262
Isabella	\$994,164	\$1,243,488	\$249,324
Jackson	\$2,696,542	\$3,372,803	\$676,261
Kalamazoo	\$4,148,454	\$5,188,838	\$1,040,384
Kent	\$9,632,745	\$12,048,525	\$2,415,780
Lake	\$0	\$124,089	N/A
Lapeer	\$1,336,401	\$1,671,555	\$335,154
Lenawee	\$1,626,725	\$2,034,689	\$407,964

County	FY 2014 Appropriation	FY2015 Full Funding Amount	Increase over FY 2014 Appropriation
Livingston	\$2,485,764	\$3,109,165	\$623,401
Luce	\$102,601	\$128,332	\$25,731
Macomb	\$13,137,739	\$16,432,531	\$3,294,792
Manistee	\$432,446	\$540,898	\$108,452
Marquette	\$1,019,897	\$1,275,675	\$255,778
Mecosta	\$680,809	\$851,547	\$170,738
Menominee	\$424,368	\$530,794	\$106,426
Midland	\$1,578,910	\$1,974,882	\$395,972
Missaukee	\$226,816	\$283,698	\$56,882
Monroe	\$2,481,791	\$3,104,195	\$622,404
Montcalm	\$993,378	\$1,242,506	\$249,128
Montmorency	\$0	\$171,377	N/A
Muskegon	\$2,879,056	\$3,601,080	\$722,034
Newaygo	\$762,808	\$954,111	\$191,303
Oakland	\$0	\$24,423,251	N/A
Oceana	\$428,156	\$535,533	\$107,377
Ogemaw	\$0	\$456,948	N/A
Ontonagon	\$138,531	\$173,272	\$34,741
Osceola	\$453,161	\$566,809	\$113,648
Oscoda	\$0	\$17,469	N/A
Otsego	\$0	\$433,599	N/A
Ottawa	\$3,748,173	\$4,688,171	\$939,998
Presque Isle	\$0	\$144,008	N/A
Roscommon	\$405,795	\$507,584	\$101,769
Saginaw	\$3,650,812	\$4,568,393	\$915,581
Sanilac	\$732,483	\$916,181	\$183,698
Schoolcraft	\$147,661	\$184,693	\$37,032
Shiawassee	\$1,152,357	\$1,441,355	\$288,998
St. Clair	\$3,001,610	\$3,754,379	\$752,769
St. Joseph	\$1,098,111	\$1,373,505	\$275,394
Tuscola	\$877,359	\$1,097,391	\$220,032
Van Buren	\$1,229,726	\$1,538,127	\$308,401
Washtenaw	\$5,522,843	\$6,907,907	\$1,385,064
Wayne	\$39,984,520	\$50,012,170	\$10,027,650
Wexford	\$537,136	\$671,844	\$134,708
Total	\$145,760,000	\$211,134,899	\$37,205,531

Data Source: Michigan Department of Treasury



2014 MAC Priorities

The following list of our top five priorities for 2014 represents many of the policy and funding issues MAC is pursuing, but in no way is an exhaustive list of the issues we advocate for on behalf of counties.

Full Funding for County Revenue Sharing:

- Revenue sharing is a statutory obligation on behalf of the state, established in the 1960's when counties gave up local taxing authority.
- Counties made an agreement with the state to forego revenue sharing to help balance the state's budget with the understanding that full funding would return to each county once their reserve accounts were exhausted. This deal has only been honored once since 2005.
- **MAC will advocate for full county revenue sharing.**

Prevent Future Unfunded Mandates:

- In 2009, the Legislative Commission on Unfunded Mandates determined that more than \$2.5 billion in services that can be measured, and billions more that cannot be measured, are provided by local units of government for free to the state of Michigan through unfunded mandates.
- There is little that can be done about past state violations of the Constitution, however legislation can and should be enacted that would require the state legislature to pay for any new mandates it imposes on counties before compliance would be required. Bills are SB 495 – 498 and HB 5059 – 5060.
- **MAC is leading the charge to enact unfunded mandates legislation along with Senators Casperson, Robertson, Jansen and Meekof. Representatives Kowall and Walsh are heading up the package in the House.**

Reform Tax Capture Statutes:

- Currently counties have limited say in the length and financial scope of tax capture districts.
- MAC is working with the House, Senate and the administration to ensure that counties have a voice in the economic development activities in their region by strengthening their voice in the tax capture and abatement process.
- **MAC's goals are to allow for counties to negotiate how much revenue is captured, to prevent the capture of special millages and to have a seat on the board of these districts.**

Closing the Big Box/Dark Store Tax Loophole

- Many big box retailers have been appealing their property tax assessments to the Michigan Tax Tribunal by challenging the "true cash value" of their properties.
- In the majority of the cases, the valuation methods being put forth equate the value of a vibrant, profitable operating business (Home Depot, Lowes, etc.) with a closed, dark, and abandoned commercial property.
- **MAC is working very closely with members of the House and Senate to find a fair, equitable and consistent way to value these properties so that each business actually pays their share of property taxes.**

Consistent and Reliable Transportation Funding

- Michigan's roads and crumbling infrastructure costs us more money each year, stifles economic growth and is in part blame for many traffic accidents.
- **MAC supports increasing revenue to aid in repairing and improving the state's ailing infrastructure. MAC's preferred method of raising revenue is through a 1% increase in sales tax devoted strictly infrastructure improvements and to be distributed by current PA 51 formula.**

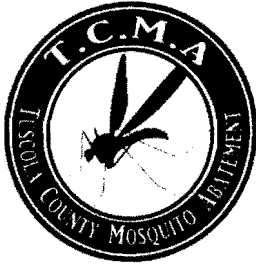
**MOSQUITO CONTROL AND ABATEMENT
(Renewal)**

Shall the previous voted increase in the tax limitation imposed under Article IX, Section 6, of the Michigan Constitution on general ad valorem taxes within Tuscola County, Michigan, be renewed at .6316 mills (\$.6316 for each \$1,000 of taxable value) for a period of ten (10) years from 2014 to 2023, inclusive, to finance the control and abatement of mosquitoes in Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$ _____ in the first calendar year after its approval. All revenue will be disbursed only to Tuscola County and shall be exclusively used for mosquito control and abatement services to property within Tuscola County. This is a renewal of a previously voter-approved authorization that will expire before the effective date of this authorization.

**MOSQUITO CONTROL AND ABATEMENT
(Renewal)**

Shall the previous voted increase in the tax limitation imposed under Article IX, Section 6, of the Michigan Constitution on general ad valorem taxes within Tuscola County, Michigan, be renewed at .6316 mills (\$.6316 for each \$1,000 of taxable value) for a period of ten (10) years from 2014 to 2023, inclusive, to finance the control and abatement of mosquitoes in Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$ _____ in the first calendar year after its approval. All revenue will be disbursed only to Tuscola County and shall be exclusively used for mosquito control and abatement services to property within Tuscola County. This is a renewal of a previously voter-approved authorization that will expire before the effective date of this authorization.

- Deleted:** For the year 2008 and continuing through the year 2013, shall the total taxable property rate limitation in
- Deleted:** lifted
- Deleted:** by
- Deleted:** valuation
- Deleted:** 881,389



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

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

From: Kimberly Green, Director

Date: February 4, 2014

Re: Wages

Since the Mosquito Abatement program began in 1997 the starting wage for seasonal employees has remained the same. It is of great importance to our agency to have well trained and dedicated employees, at the current starting pay of \$8.25 per hour it has been very difficult to attract new hires and retain the current employee's.

The position of Technician requires they pass the State Certified Applicators exam, be responsible for a County vehicle and materials they are carrying, as well as be knowledgeable about the services they are providing. Technicians are in direct contact with homeowners of this County and are in public use areas on a regular basis.

Retaining our Technicians is key to providing mosquito control in Tuscola County with a large number of organic and "no spray" areas it is imperative they are familiar with the area they are treating. Returning Technicians are also given the responsibility of training new hires each season.

It is important that our office staff are knowledgeable about mosquito control when addressing concerns of homeowners, it is very difficult to train someone new each season.

During the past few months Mosquito Abatement has undergone a restructuring of staff and positions, resulting in a savings of approximately \$23,600.00.

I would like to request a \$1.00 per hour increase for all seasonal positions, which currently have four steps. This would create an increase of approximately \$29,000.00 for the seasonal staff salaries.

I believe this will be a great benefit to our program by providing experienced and knowledgeable staff to service our County.

Thanks you

Respectfully,

A handwritten signature in cursive script that reads "Kimberly Green". The signature is written in black ink and is positioned above the typed name.

Kimberly Green, Director

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, P.A. 161 of 2013 enacted certain exemptions for disabled Veterans pertaining to the payment of property taxes; and

WHEREAS, the Huron County Board of Commissioners supports the State of Michigan's efforts to help disabled veterans financially, however this non-collection of property tax will result in a loss of revenue for local municipalities; and

WHEREAS, HB 5215 will require the State to "reimburse a local tax collecting unit for any revenue lost as a result of the exemption...";

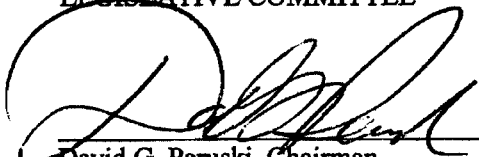
WHEREAS, this Board supports this proposed legislation; now

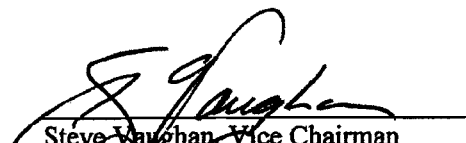
THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners supports HB 5215 as written; and

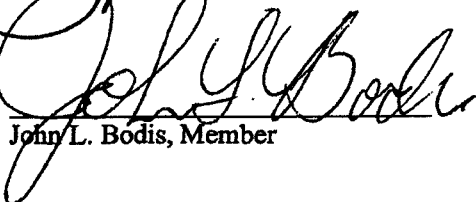
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Michigan counties, Representative Terry Brown, Senator Mike Green, and the Michigan Association of Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE


David G. Peruski, Chairman


Steve Vaughan, Vice Chairman


John L. Bodis, Member

Dated: January 28, 2014

Roll Call Vote:

Tietz	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Peruski	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Elftman	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Vaughan	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

Bodis	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Wruble	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Nugent	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

HOUSE BILL No. 5215

January 8, 2014, Introduced by Rep. Schmidt and referred to the Committee on Tax Policy.

A bill to amend 1893 PA 206, entitled
"The general property tax act,"
by amending section 7b (MCL 211.7b), as amended by 2013 PA 161.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 7b. (1) Real property used and owned as a homestead by a
2 disabled veteran who was discharged from the armed forces of the
3 United States under honorable conditions or by an individual
4 described in subsection (2) is exempt from the collection of taxes
5 under this act. To obtain the exemption, an affidavit showing the
6 facts required by this section and a description of the real
7 property shall be filed by the property owner or his or her legal
8 designee with the supervisor or other assessing officer during the
9 period beginning with the tax day for each year and ending at the

1 time of the final adjournment of the local board of review. The
2 affidavit when filed shall be open to inspection. The county
3 treasurer shall cancel taxes subject to collection under this act
4 for any year in which a disabled veteran eligible for the exemption
5 under this section has acquired title to real property exempt under
6 this section. Upon granting the exemption under this section, each
7 local taxing unit shall bear the loss of its portion of the taxes
8 upon which the exemption has been granted.

9 (2) If a disabled veteran who is otherwise eligible for the
10 exemption under this section dies, either before or after the
11 exemption under this section is granted, the exemption shall remain
12 available to or shall continue for his or her unremarried surviving
13 spouse. The surviving spouse shall comply with the requirements of
14 subsection (1) and shall indicate on the affidavit that he or she
15 is the surviving spouse of a disabled veteran entitled to the
16 exemption under this section. The exemption shall continue as long
17 as the surviving spouse remains unremarried.

18 (3) **THIS STATE SHALL REIMBURSE A LOCAL TAX COLLECTING UNIT FOR**
19 **ANY REVENUE LOST AS A RESULT OF THE EXEMPTION UNDER THIS SECTION.**

20 (4) ~~(3)~~—As used in this section, "disabled veteran" means a
21 person who is a resident of this state and who meets 1 of the
22 following criteria:

23 (a) Has been determined by the United States department of
24 veterans affairs to be permanently and totally disabled as a result
25 of military service and entitled to veterans' benefits at the 100%
26 rate.

27 (b) Has a certificate from the United States veterans'

1 administration, or its successors, certifying that he or she is
2 receiving or has received pecuniary assistance due to disability
3 for specially adapted housing.

4 (c) Has been rated by the United States department of veterans
5 affairs as individually unemployable.

F

No. 14- 11c

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, Huron County entered into an Interlocal Agreement with Tuscola County in 2007 to share Tuscola County's Equalization Director; and

WHEREAS, this collaboration has worked flawlessly and is an excellent example of Governor Snyder's requirement that local municipalities collaborate and consolidate services; and

WHEREAS, in 2013 this collaboration was called into question by the State Tax Commission, which stated in a letter dated December 17, 2013 that "this will be the last waiver that will be approved for Tuscola and Huron Counties shared MAAO (3) Equalization Director"; and

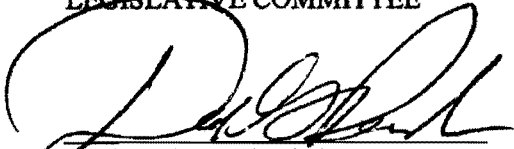
WHEREAS, HB 5253 would allow the collaboration between Tuscola and Huron Counties, and likely other counties, to continue and allow counties to save money; now


THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners supports HB 5253 as it will allow collaborations among counties, which will allow the counties to save money; and

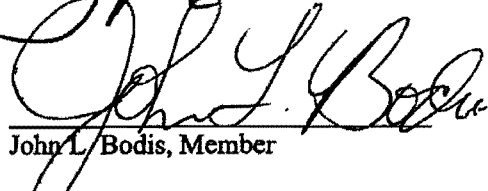
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Michigan counties, Representative Terry Brown, Senator Mike Green, Governor Rick Snyder, and the Michigan Association of Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE


David G. Peruski, Chairman


Steve Vaughan, Vice Chairman


John L. Bodis, Member

Dated: January 28, 2014

Roll Call Vote:

Tietz	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Peruski	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Elftman	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Vaughan	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

Bodis	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Wruble	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Nugent	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

HOUSE BILL No. 5253

January 23, 2014, Introduced by Reps. Brown and Segal and referred to the Committee on Local Government.

A bill to amend 1893 PA 206, entitled
"The general property tax act,"
by amending section 10d (MCL 211.10d), as amended by 1984 PA 19.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 10d. (1) The annual assessment of property shall be made
2 by an assessor who has been certified as qualified by the board as
3 having successfully completed training in a school of assessment
4 practices or by the passage of a test approved by the board and
5 conducted by the board or an agency approved by the board that will
6 enable the person to properly discharge the functions of the
7 office. The school shall be established by an approved educational
8 institution in conjunction with the board and be supervised by the
9 board and its agents and employees. The board may determine that a
10 director of an equalization department or an assessor, who has not

1 received the training, possesses the necessary qualifications for
2 performing the functions of the office by the passage of an
3 approved examination.

4 (2) The board may also grant a conditional 6-month
5 certification to a newly elected assessing officer or an assessing
6 officer appointed to fill an unexpired term if all of the following
7 criteria are met:

8 (a) The newly elected or appointed assessing officer makes an
9 application for certification with payment of the required filing
10 fee.

11 (b) The governing body of the local assessing unit requests
12 the board to conditionally certify the newly elected or appointed
13 assessing officer.

14 (c) The newly elected or appointed assessing officer or the
15 governing body submits a statement outlining the course of training
16 he or she plans to pursue.

17 (d) The period of time for which the conditional certification
18 is requested does not exceed 6 months after the date that he or she
19 assumes office.

20 (3) Conditional certification shall not be granted for any
21 assessment unit more than once in 4 years.

22 (4) Conditional certification under subsection (2) shall only
23 be granted to a newly elected or appointed assessing officer in an
24 assessment unit ~~which~~**THAT** does not exceed a total state equalized
25 valuation of \$125,000,000.00.

26 (5) Upon presentation of evidence of the successful completion
27 of the qualifications, the assessor shall be certified as qualified

1 by the board.

2 (6) A local assessing district ~~which~~ **THAT** does not have an
3 assessor qualified by certification of the board may employ an
4 assessor so qualified. If a local assessing district does not have
5 an assessor qualified by certification of the board, and has not
6 employed a certified assessor, the assessment shall be made by the
7 county tax or equalization department or the state tax commission
8 and the cost of preparing the rolls shall be charged to the local
9 assessing district.

10 (7) Every lawful assessment roll shall have a certificate
11 attached signed by the certified assessor who prepared or
12 supervised the preparation of the roll. The certificate shall be in
13 the form prescribed by the state tax commission. If after
14 completing the assessment roll the certified assessor for the local
15 assessing district dies or otherwise becomes incapable of
16 certifying the assessment roll, the county equalization director or
17 the state tax commission shall certify the completed assessment
18 roll at no cost to the local assessing district.

19 (8) The local assessing district shall assume the cost of
20 training, if a certification is awarded, to the extent of course
21 fees and recognized travel expenditures.

22 (9) An assessor who certifies an assessment roll in which he
23 or she did not have direct supervision is guilty of a misdemeanor.

24 (10) The board shall promulgate rules for the issuance or
25 revocation of certification.

26 (11) ~~The~~ **EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE**
27 director of a county tax or equalization department required by

1 section 34 of this act shall be certified by the board at the level
2 determined to be necessary by the board before being appointed by
3 the county board of commissioners pursuant to section 34 or before
4 performing or, after ~~the effective date of this subsection,~~ MARCH
5 29, 1985, continuing to perform, the functions of the director of a
6 county tax or equalization department. The board may grant a
7 conditional extension of 12 months to a person who is serving as
8 the director of a county tax or equalization department on the
9 effective date of this subsection if all of the following
10 conditions are satisfied:

11 (a) At the time of making application for certification the
12 person is currently certified at not less than 1 level below the
13 level required by the board for that county.

14 (b) The person makes application for certification with
15 payment of the required fee.

16 (c) The county board of commissioners requests the board to
17 grant the extension.

18 (d) The person submits a statement to the board outlining the
19 course of study he or she intends to pursue to obtain
20 certification.

21 (12) The board may grant an additional 6-month extension if
22 the extension is requested by the county board of commissioners and
23 the applicant demonstrates satisfactory progress in the course of
24 study outlined to the board under this subsection. In a county in
25 which a vacancy has been created in the position of director of a
26 county tax or equalization department and in which the position was
27 previously filled by a person certified at the level required by

1 the board pursuant to this subsection, a person certified at 1
2 level below the level required by the board pursuant to this
3 subsection may serve in the position for 12 months after the
4 vacancy has been created.

5 (13) IF THE DIRECTOR OF A COUNTY TAX OR EQUALIZATION
6 DEPARTMENT IS CERTIFIED AS PROVIDED IN THIS SECTION AND WAS
7 APPOINTED TO AND SUCCESSFULLY HELD HIS OR HER POSITION FOR 2 OR
8 MORE YEARS, HE OR SHE MAY CONTINUE IN THAT POSITION NOTWITHSTANDING
9 A REQUIREMENT FOR CERTIFICATION AT A HIGHER LEVEL RESULTING FROM AN
10 INCREASE IN STATE EQUALIZED VALUATION WITHIN THAT COUNTY UNDER ANY
11 GUIDELINES ADOPTED BY THE STATE TAX COMMISSION.

12 (14) IF THERE ARE NO APPLICANTS FOR THE POSITION OF DIRECTOR
13 OF A COUNTY TAX OR EQUALIZATION DEPARTMENT CERTIFIED AT THE LEVEL
14 REQUIRED FOR THAT COUNTY UNDER GUIDELINES ADOPTED BY THE STATE TAX
15 COMMISSION WITHIN 30 DAYS AFTER THAT POSITION IS POSTED, A PERSON
16 CERTIFIED AS PROVIDED IN THIS SECTION AT A LEVEL BELOW THE LEVEL
17 REQUIRED FOR THAT COUNTY UNDER GUIDELINES ADOPTED BY THE STATE TAX
18 COMMISSION MAY BY APPOINTED TO THAT POSITION.

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the FINANCE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, Huron Behavioral Health (HBH) has served, for 43 years, as the public mental health and developmental disability services provider for this community, serving almost 900 residents of Huron County last year; and

WHEREAS, the Mental Health Code is based on a state and county partnership for the delivery of community mental health services; and

WHEREAS, HBH is required to provide community safety net services including emergency services, prevention, coordination with local law enforcement, assessment and intervention, jail diversion, and collaborative efforts with local schools, Probate Court, and the Department of Human Services; and

WHEREAS, HBH is entitled to a sufficient amount of state general funds to provide support and recovery services in this community for citizens of Huron County that are not eligible for Medicaid; and

WHEREAS, the State of Michigan has relied on overly optimistic financial projections for the residual community safety net after Medicaid expansion in April of 2014; and

WHEREAS, the State of Michigan plans to reduce the state-wide community mental health general fund by 75%; and

WHEREAS, HBH is expecting annualized reduction in general fund from FY 12 allocation of \$834,000 down to \$208,000, which will severely limit the ability of the community mental health program to provide community safety net services and services to persons without Medicaid; and

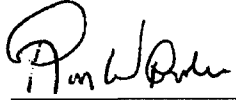
WHEREAS, this overly optimistic savings projection leaves unfunded, in part:

- Services to the Huron County residents who will not be covered by Medicaid nor commercial insurance, even after the expansion of Medicaid coverage under the Health Michigan Plan,
- Services to individuals provided in the jail and juvenile facilities which cannot be covered by Medicaid funds, and
- Services to residents in need of mental health or developmental disability services during the periods in which they are transitioning between insurance plans and Medicaid; now

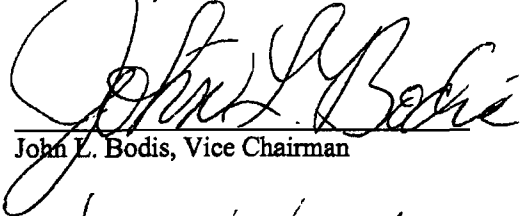
THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners is in support of the restoration of the community mental health general fund appropriation, in the State's Fiscal Year 2014 budget, to a level consistent with previous years and sufficient to serve the residents of Huron County.

Respectfully submitted,

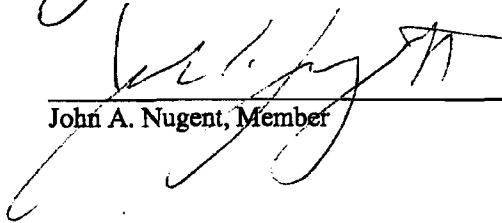
FINANCE COMMITTEE



Ron Wruble, Chairman



John L. Bodis, Vice Chairman



John A. Nugent, Member

Dated: January 28, 2014

Roll Call Vote:

Tietz	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Peruski	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Elftman	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Vaughan	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

Bodis	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Wruble	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Nugent	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Absent	<input type="checkbox"/>

BAY COUNTY BOARD OF COMMISSIONERS

1/21/2014

**RESOLUTION SUPPORTING RESTORATION OF THE
COMMUNITY MENTAL HEALTH GENERAL FUND APPROPRIATION**

BY: PERSONNEL/HUMAN SERVICES COMMITTEE (1/21/14)
 WHEREAS, Bay-Arenac Behavioral Health (BABH) has served, for over 45 years, as the public mental health and developmental disability services provider for this community, serving more than 5,000 residents of Bay and Arenac Counties last year; and
 WHEREAS, The Mental Health Code is based on a state and county partnership for the delivery of community mental health services; and
 WHEREAS, BABH is required to provide community safety net services including emergency services, prevention, coordination with local law enforcement, assessment and intervention, jail diversion, and collaborative efforts with local schools, Probate Court, and the Department of Human Services; and
 WHEREAS, BABH is entitled to a sufficient amount of state general funds to provide support and recovery services in this community for citizens of Bay and Arenac Counties that are not eligible for Medicaid; and
 WHEREAS, The State of Michigan has relied on overly optimistic financial projections for the residual community safety net after Medicaid expansion in April of 2014; and
 WHEREAS, The State of Michigan plans to reduce the state-wide community mental health general fund by 75%; and
 WHEREAS, BABH is expecting annualized reduction in general fund from \$3 million down to \$700,000, which will severely limit the ability of the community mental health program to provide community safety net services and services to persons without Medicaid; Therefore, Be It
 RESOLVED, That the Bay County Board of Commissioners strongly supports restoration of the community mental health general fund appropriation to a level consistent with previous years and sufficient to serve the residents of Bay County.

BRANDON KRAUSE, CHAIR
AND COMMITTEE

BABHA - Restoration of General Fund Appropriation

MOVED BY COMM. KRAUSE

SUPPORTED BY COMM. LUTZ

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
BRANDON KRAUSE	✓			KIM J. COONAN	✓			MICHAEL E. LUTZ	✓		
ERNIE KRYGIER	✓			THOMAS M. HEREK	✓						
VAUGHN J. BEGICK	✓			DONALD J. TILLEY	✓						

VOTE TOTALS:
 ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: ✓ YEAS 7 NAYS 0 EXCUSED 0
 DISPOSITION: ADOPTED ✓ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____



Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff

Glen Skrent, Undersheriff

Phone (989) 673-8161

Fax (989) 673-8164

February 04, 2014

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

I am disappointed with the decision the board relayed to me at the committee meeting on Monday 01/27/2014 regarding further delay in the establishment of county medical examiner investigator program. I feel the fee structure regarding individual calls and reimbursement for training and court appearances were, in my opinion, very fair. In order to get and keep qualified and experienced people in the important and necessary position they should be adequately compensated in all these areas.

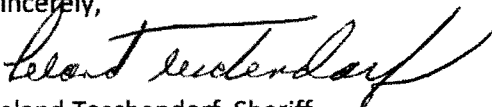
At this time Thomas Kern, Nancy Stimson and Larry Walker, all retired law enforcement officers, and John McKenney, a retired United States Public Health Service RN are all willing to participate.

With the recent decision of several local police departments to stop assisting with the medical examiner calls the total responsibility has fallen on our uniform division deputies and detectives who, at times, are not able to keep up with normal investigations. I have instructed our division command officers to continue assigning deputies so our public has a timely response in their time of need but medical examiner investigations are not a required function of this office. Police agencies are responsible for any suspicious or criminal death investigations but these cases will be referred to us by the on scene medical examiner if evidence indicates foul play.

Our office and other county police agencies have provided this service for over 20 years on a voluntary basis without expecting or receiving any reimbursement to their respective budgets. We cannot continue to perform this task in a comprehensive and competent manner with our limited patrol division road and detective staffing. This has been evidenced by the withdrawal of most local agencies.

I will continue to assist the county in any fashion I can but would ask that the establishment of this program be made a priority so I can let the candidates know there is progress being made and something will be in place in the very near future.

Sincerely,



Leland Teschendorf, Sheriff

Mike Hoagland

From: Mike Hoagland [mhoagland@tuscocounty.org]
Sent: Tuesday, February 04, 2014 10:00 AM
To: Robert A. Kendrick (robken@bkf-law.com)
Cc: Lee Teschendorf (sheriff@tuscocounty.org); Glen Skrent (undersheriff@tuscocounty.org); 'Russel Bush MD'; Bierlein Matthew (mbierlein@tuscocounty.org); Kirkpatrick Craig (kirkpatrick_craig@sbcglobal.net); Roger Allen (beetman95@yahoo.com); Tom Bardwell (tbardwell@hillsanddales.com); Trisch Christine (christinetrisch@gmail.com); Bowden Dawn (dbowden@tuscocounty.org); Clayette Zechmeister (Clayette Zechmeister); Renee Ondrajka
Subject: Medical Examiner Special Investigators

Bob

Medical examiner investigations use to be conducted by law enforcement officials. With decreasing numbers of police officers at the Sheriff Department and at local police departments, these agencies have explained that they can no longer perform this function. Funds are included in the 2014 Medical Examiner Budget to change the system to Medical Examiner Investigators (MEI).

The new system entails the use of four individuals to serve different parts of the county as MEI. My thought is these individuals would be classified as independent contractors and not county employees. This would require the use of independent contractor agreements and issuing of 1099's for tax purposes. I believe for other situations you have prepared model independent contractor agreements. I know you have recommended this approach because it allows you to incorporate other language that you believe is important to protect the county. We are requesting you to prepare an independent contractor agreement for the MEI.

The Public Act related to the Medical Examiner Investigators is P.A. 181 of 1953 as amended. Items that need to be incorporated into the agreement are:

- Payment of \$150 per investigation
- Signed voucher used to pay for services rendered
- \$15 per hour for attending training session, court appearances and autopsies
- Mileage to be paid for training sessions conducted outside of the county

It would be helpful to have the independent contractor agreement ready for action at the February 10, 2014 Board meeting.

Your assistance is appreciated.

Mike

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of _____, 2014, by and between Tuscola County, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WHEREAS, County wishes to obtain Contractor as a medical examiner investigator and _____ wishes to perform medical examiner investigator services on an independent contractor basis.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, the parties agree as follows:

1. Services to be provided. Contractor will provide medical examiner investigator services upon request of County on a day-to-day basis.

2. Compensation.

A. Contractor shall receive as sole compensation for his/her services One Hundred Fifty Dollars (\$150.00) per investigation in accordance with a signed voucher by County and Fifteen Dollars (\$15.00) per hour for attendance at any County authorized training session, court appearance or autopsy. Contractor to also receive reimbursement (IRS approved level) for any miles driven outside of the County associated with County training sessions.

B. Contractor is not eligible for, nor entitled to, any other compensation of any kind from County, and specifically is not entitled to any pension, healthcare, vacation or to any other health or other fringe benefits. Contractor will be reimbursed by County for workers' compensation insurance, which Contractor is obligated to obtain in relation to his services being performed for County.

C. County shall not be responsible for any tax withholding on Contractor's behalf, nor shall County be liable for any federal, state, or local income taxes, social security taxes, or workers' compensation or any other insurance taxes of Contractor.

3. Ownership of Work Product. Any documents developed, produced, or provided or any other written material, dated information, by-product or end product arising as a direct result of the performance of this contract shall be the sole property of County.

4. Standard of Performance. Contractor shall perform all services hereunder in a competent and professional manner and in accordance with all specifications provided by County.

5. Relationship. In the performance of his services, it is mutually agreed that Contractor is at all times acting and performing as an independent contractor and not as an employee. County acknowledges that Contractor is an independent contractor and may perform work for other businesses during the term of this Agreement.

6. Term. The term of this Agreement shall begin on _____, and end on _____.

7. Termination. County or Contractor may terminate this Agreement without cause upon a minimum of thirty (30) days written notice to the other party specifying the cancellation date.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements. This Agreement may not be changed except by mutual written agreement.

COUNTY:
Tuscola County

CONTRACTOR:

By: _____

By: _____

Its: _____



Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff
Glen Skrent, Undersheriff

Phone (989) 673-8161

Fax (989) 673-8164

February 3, 2014

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

The recent decision on the part of board to reinstate the hiring freeze when vacancies occur has created an immediate issue with the jail operation. I understand the need to keep costs in check and protect the future financial health of the county, but I am also familiar with the level of staffing needed to operate the administration of jail functions to insure compliance with state and federal standards.

As you are aware our jail administrator retired on January 7, 2014 and the position has been left vacant pending the expiration of the 30 day job posting on February 6, 2014. In the interim many duties have been reassigned and a jail shift left vacant that has been filled with overtime and part-time help.

There is no position more critical in protecting the county from litigation than the jail administrator. The duties are many and varied and as history has shown there is a definite need to have a capable employee in that position.

With that said I am requesting the hiring freeze be lifted to fill this position and I be allowed to fill the positions that will be created by that promotion. At the current time I have two experienced corrections sergeants that have applied and, if approved, one of them will be promoted to jail administrator. This creates a vacancy for a shift sergeant that should be filled thereby creating a corrections officer vacancy to fill.

Filling these positions will not add additional staff but will get us back to the staffing level we had prior to the retirement. All the current positions in the jail have been locked in by past union safety grievances and settlements that have set the staffing levels. With the recent addition of 12 jail beds, bringing our capacity to 92, the Michigan Department of Corrections and labor union allowed the increase in beds without additional staffing at that time. It is imperative we do not jeopardize our standing by permitting any staff reduction. Additionally MMRMA strongly recommends a supervisor on every shift and the last questionnaire I completed for them indicated we do fulfill that requirement.

Sincerely,

Leland Teschendorf, Sheriff



STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
LANSING

Rick Snyder
GOVERNOR

Daniel H. Heyns
DIRECTOR

March 5, 2012

Sheriff Leland Teschendorf
Tuscola County Sheriff's Office
420 Court Street
Caro, MI 48723

Re: Increased bed space

Dear Sheriff Teschendorf:

In response to Undersheriff Skrents email request from February 8, 2012, to increase bed space in the Tuscola County Jail. Pursuant to the provisions of Act 211, PA 211, we have determined that 3 additional beds can be added to Cells C-1 and C-2. This addition would bring the rated capacity of these housing units from 12 beds to 15 beds.

If an additional shower is installed in each cell than 6 beds could be added to Cell C-1 and 5 beds could be added to Cell C-2. This would increase the number of beds in Cell C-1 to 18 and Cell C-2 to 17.

With either of these increases in the number of beds, the minimum staffing would need to stay with the number of officers that are scheduled as of this date.

Lastly, regarding your Classification Plan, we believe it adequately accommodates the additional inmates that may be housed at the facility.

Furthermore, please advise us which option you will be using so we can update your rated design capacity.

If you have any questions, please feel free to call me at (517) 373-4483 or Wayne Schaudt at (517) 241-7686.

Sincerely,

A handwritten signature in black ink that reads "Thomas A. Vogel". The signature is written over a horizontal line.

Thomas A. Vogel
Environmental Health, Fire Safety, and County Jail Services Manager
Physical Plant Division

cc: Undersheriff Glen Skrent
Lt. Penny Turner, Jail Administrator



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

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

From: Kimberly Green: Director

Date: February 3, 2014

RE: 2014 Seasonal Mosquito Abatement Staff

We are requesting permission to hire our 2014 seasonal employees. A list of the names are attached.

Thank you

Respectfully,

Kimberly Green, Director

RETURNING EMPLOYEES

LAST NAME	FIRST NAME
ADAMCZYK	JOHN
BENJAMIN	JAMES
CHRONOWSKI	PAUL
COLOPY	RICHARD
DOWNING	MATTHEW
EXEL	RICHARD
FRITZ	KURT
GOHS	DONALD
GREER	GAVIN
IRVINE	STEVEN
LANGENBERG	LARRY
MYERS	RICHARD
OWENSBY	WILLIAM
OZBAT	LISA
PEET	MIKE
PERKINS	THOMAS
RANEY	RENEE
SARGENT	GARY
SEELEY	MARK
SWACKHAMER	WARREN
SHERMAN	MICHAEL
TERBUSH	LEONARD
TURNER	STEVEN
WEBSTER	PATRICK
ZAPFE	LARRY

NEW HIRES

BURCHAM	ROBERT
DRISCOLL	GREGORY
EDGLEY	JEFF
EDWARDS	TERRY
LITTLE	LUKE
MORELY	TERRY
REGALADO	FRANK
SCHREUR	ALFRED
SHARKO	THOMAS
SHARP	JERRY
TIMKO	BREN
WINCHELL	DUANE



12751 S. Saginaw
Suite 704
Grand Blanc, MI 48439

Voice
810-603-2425

www.daricorps.com

Fax
810-603-2426

STAFFING AGREEMENT

This agreement entered into between DARI INTEGRITY RESOURCES and Tuscola County, MI. (hereby known as Client), shall contain certain provisions that both parties agree to:

- 1) **STAFFING** – DARI INTEGRITY RESOURCES shall supply competent and dependable personnel to perform the tasks requested by Client at the location and times desired by Client. It is understood that the personnel supplied are the employees of DARI INTEGRITY RESOURCES and as such DARI INTEGRITY RESOURCES shall be responsible for all direct responsibilities of employment such as applicable state and federal tax withholdings and filings, and any benefits paid to personnel such as vacation, holiday pay, insurance, etc. and Client bears no responsibility in these matters. Due to the aforementioned costs, Client shall be billed for each hour a DARI INTEGRITY RESOURCES associate works for Client.
- 2) Dari Integrity Resources will secure and maintain workers' compensation insurance for its Assignees in amounts determined by Dari Integrity Resources as appropriate and required by law. Such coverage shall be maintained throughout the term of the applicable work assignment period of its Assignees. Dari Integrity Resources, upon written request of Client, will provide the documentation evidencing that such insurance is valid and in full force and effect as of the effective date of the work assignment period of an Assignee. Dari Integrity Resources shall have the right to change insurance coverage's and/or carriers at its sole discretion provided such changes shall not cause any interruption or lapse of coverage to Client.
- 3) **ON SITE CONTROL** – When DARI INTEGRITY RESOURCES associates are assigned to a Client job site, Client shall assign a supervisor to assign and monitor the tasks performed by the associate. If an associate does not perform the tasks assigned in an acceptable manner, then Client can notify the DARI INTEGRITY RESOURCES office informing the office of the situation and a replacement will be provided.
- 4) **SAFETY** – Client agrees to keep the worksite environment in as safe a condition as possible. Client agrees all applicable federal, state, and local laws pertaining to job site safety will be strictly adhered to and obeyed.
- 5) **MOTOR VEHICLES** – Client agrees not to allow associate(s) to operate any motor vehicles without the written permission of DARI INTEGRITY RESOURCES. If an associate operates a motor vehicle as a regular part of their tasks, then Client agrees to maintain adequate insurance to cover the associate according to applicable state law.
- 6) **FEES** – Dari Integrity Resources will invoice Client the rate of 1.45% of the regular hourly rate paid to the employee and 1.30% of the employee's overtime rate.
- 7) **PAYMENT** – Clients shall be billed weekly; payment by Client to DARI INTEGRITY RESOURCES is due upon receipt of an invoice. Any invoices unpaid after 30 days of receipt are subject to a surcharge/late fee of 1.5% per month. It is agreed between both parties that Client will pay collection costs, including reasonable attorney fees and court costs, in the event an unpaid invoice charge goes into default. The applicable court with jurisdiction over the case shall be the venue of redress in all such matters.
- 8) **CLIENT HIRING AN ASSOCIATE** – It is understood that DARI INTEGRITY RESOURCES incurs certain expenses in recruiting, testing, screening, and processing their associates. With this in mind, in the event a Client would like to hire an associate 1) Client may do so the first day of the seventh month of the respective associates' placement with no conversion fee or (2) Client agrees to a conversion fee of 20% of the amount of the annual salary the position would pay to a permanent employee, prorated based on days worked, due immediately upon Client hiring said associate.

- 9) In consideration of the mutual benefits to be derived from this agreement, Dari Integrity Resources and Client covenant and agree that they will not use or disclose, discuss or release any Confidential Information provided to them ("Receiving Party") by the other party ("Disclosing Party") to any party other than to the Receiving Party's employees, agents, representatives and sub-contractors ("Related Agents") without the Disclosing Party's prior written consent. For purposes hereof, "Confidential Information" means: (a) any process or procedure employed by Dari Integrity Resources or Client and/or said parties' respective customers and/or prospective customers (collectively a "Protected Party") that is secret and of value; (b) information regarding customers, accounts and/or financial condition of any Protected Party; (c) information which is technical or non-technical data, program methods, techniques, processes, financial data or lists of any Protected Party; or (d) information which is not generally known and from which any Protected Party derives actual or potential economic value because such information is not generally known to others, including, but not limited to, sales and marketing information, customer account records, training and operations materials, memoranda, personnel records, pricing and financial information relating to the business, accounts, customers, employees and affairs of any Protected Party. Notwithstanding the foregoing, a Receiving Party shall not be liable for the use, disclosure, discussion or release of any Confidential Information if the Receiving Party shows that such information: (i) before the time of its disclosure was already in the lawful possession of the Receiving Party or its Related Agents as established by competent written documentation; (ii) at the time of its disclosure is generally available to the general public (and not due to a breach hereof); (iii) the disclosure of which is required pursuant to statutory provisions or court order; or (iv) after the time of its disclosure it becomes available to the general public through no wrongful act of the Receiving Party and/or its Related Agents.
- 10) The parties covenant and agree that, upon the other party's request, all Assignees, employees, agents, representative and subcontractors thereof which are or will be performing any work or services for a party hereunder or on such party's behalf, shall execute a Confidentiality Agreement in form and content substantially as addressed above.
- 11) Immediately upon termination of Integrity Solutions engagement of services with Client, each party shall deliver to the other party all property, equipment, hardware, software, materials and information generated, created or otherwise used in connection with the services performed for such other party.
- 12) Each party ("**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other party and such party's parent, subsidiary or affiliate, and all directors, officers, members, managers, attorneys, employees, agents and consultants of such party (collectively "**Indemnified Party**") from and against all demands, claims, actions or causes of action, assessments, losses, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs and expenses, including, but not limited to, interest, penalties and attorney fees and expenses (collectively "**Damages**"), asserted against, imposed upon or incurred by the Indemnified Party, directly or indirectly, by reason of or resulting from or relating to any Breach or misrepresentation made by the Indemnifying Party in connection with this agreement and for any intentional acts or gross negligence on the part of the Indemnifying Party.

By: Dari Integrity Resources

Joseph B. White
Staffing Rep.
Title

Date

Accepted by: Tuscola County, MI.

Title

Date



PRESS RELEASE

FOR IMMEDIATE RELEASE

January 31, 2014

Contact: Susan R. Holder
Director of Marketing and Training Services
989.672.3154
srrickwalt@tbhs.net

**Tuscola Behavioral Health Systems (TBHS) Joins
Mid-State Health Network as part of State Consolidation**

On January 1, 2014 Tuscola Behavioral health Systems (TBHS) became a member of the Mid-State Health Network (MSHN), which is the new Medicaid Managed Care Organization for behavioral health services covering Tuscola County. MSHN and TBHS are responsible for assuring services are available for persons with Serious and Persistent Mental Illness, Serious Emotional Disturbances, Developmental Disabilities, and Substance Use Disorders.

As a result of a State consolidation effort, MSHN was created to serve a twenty-one (21) county area which includes the following counties: Bay, Arenac, Clinton, Eaton, Ingham, Mecosta, Isabella, Osceola, Clare, Gladwin, Midland, Gratiot, Tuscola, Huron, Ionia, Montcalm, Newaygo, Jackson, Hillsdale, Saginaw and Shiawassee.

Through a partnership with the local community mental health agencies in this 21 county area, MSHN will work to improve access to services, reduce costs and assure the highest quality of services for individuals and families with mental health needs.

While this has been a big change for community mental health agencies, services for individuals and families in Tuscola County have not changed. Tuscola Behavioral Health Systems will continue to be the local mental health service provider.

According to Sharon Beals, Chief Executive Officer of TBHS "The Mid-State Health Network gives us the opportunity to become part of a larger network of providers while maintaining our local connections and partnerships. We look forward to working with MSHN to continue to improve the mental health and wellbeing of our community."

To learn more about mental health services in Tuscola County, please contact TBHS at 989.673.6191 or 1.800.462.6814 or visit us at www.tbhsonline.com.



SERVICE AGREEMENT

This Agreement is entered into between Zimco, Inc., a Michigan corporation, whose principal office is located at 465 N. Franklin, Frankenmuth, MI 48734 ("Zimco"), and Tuscola County, whose principal address is located at 207 E. Grant St. Caro, MI 48723 ("County").

Whereas, County desires to contract with Zimco to provide certain technical and computer related services and equipment as set forth in this Agreement;

Therefore, in consideration of the mutual covenants and warranties set forth in this Agreement, Zimco and County agree as follows:

1. Term.

The effective date of this Agreement shall be _____, 2014, whose term shall automatically renew every year on the effective date unless terminated in accordance with this Agreement.

2. Scope of Work.

Zimco shall provide the following services as requested by County in accordance with the terms of this Agreement:

- A. Consultant/Director Work: Zimco will offer advice as to County's acquisition of new computer equipment, the replacement of existing computer equipment and/or updating and maintenance of existing hardware and software. Zimco will manage department staffing/labor/contracted services, monitor existing budgets and develop new budgets where deemed appropriate, and authorize invoice payments. Develop network policies, address board with technology concerns, align network improvements to meet organizational goals and objectives, determine department service requirements by analyzing needs of network users, and research emerging technologies in development of support efforts.
- B. Training: Zimco will provide training to County staff on new and existing computer hardware and software. Such training may include group sessions as well as one-on-one training; however, Zimco shall not be required to provide more than 5 training sessions per year. Zimco and County may agree on additional training costs to County to be agreed upon by County and Zimco by separate written agreement.
- C. Technical Support: Zimco will install, re-install and maintain computer hardware and software as needed by County and undertake daily scheduled backups of County's server and personal data.
Technology support items in part to include:
- o Infrastructure
 - o Update county web page

- Troubleshoot internal client/server network connectivity issues
- Maintain current equipment and make upgrade recommendations as needed
- File Server and network backbone equipment maintenance and troubleshooting
 - PC Repair/Replacement
 - RMA any PCs under warranty.
 - Software
- Configure and install as needed
- Troubleshoot connection issues for client/server based applications

3. Consideration.

County shall pay Zimco

- A. Day to Day Technology Support \$45.00 / Hour
 - Daily Technician (2,000 Hours Estimated)
 - Technology Director (620 Hours Estimated)
- B. Specialized Technology Support \$70.00 / Hour
 - Infrastructure (80 Hours Estimated)

The County's total "Computer Contractual Services" shall not exceed \$121,000.

4. Termination.

Either party may terminate the Agreement with thirty (30) days written notice to the other. County shall remain responsible to Zimco for the payment of all services and materials provided by Zimco prior to termination. Either party may terminate this Agreement upon written notification to the other in the event of a material breach of this Agreement.

5. County's Obligations.

- A. County shall provide a suitable and safe working environment for the performance by Zimco of its services pursuant to this Agreement. Further, County shall provide Zimco with reasonable and prompt access to any of County's facilities. From time to time, it may be necessary for Zimco to leave equipment, accessories or other personal property within County's premises. County shall at all times recognize that such is the property of Zimco and shall not exercise any rights of dominion, control or other action inconsistent with the rights of Zimco as to its property.

6. County's Obligation Regarding Nonsolicitation and Hiring.

County acknowledges that the employee technicians of Zimco possess proprietary knowledge and information pertaining to Zimco. Accordingly, in order to protect the legitimate business interests of Zimco, County agrees not to solicit nor hire, directly or indirectly, any present or former employee of Zimco during the term of this

Agreement and for a period of two (2) years after its termination. County acknowledges that in the event of a breach of this covenant money damages will not be adequate to compensate Zimco and accordingly County agrees that injunctive relief may be obtained by Zimco including but not limited to a restraining order. Further, in the event of County's breach of this covenant, Zimco shall be entitled to all of its costs, including reasonable attorney fees, in responding to the breach and/or enforcing this covenant.

7. Governing Law.

This Agreement shall be interpreted and governed in accordance with Michigan law. In the event of any claim arising out of this Agreement, such claim shall be brought in the Circuit Court for the County of Saginaw. County consents to this choice of venue as reasonable given Zimco's principal place of business.

8. Entire Agreement and Modification.

This constitutes the entire agreement between the parties concerning the subject matter and supersedes all previous discussions, negotiations or representations. Neither party relies upon any representations by the other than those set forth in this Agreement. This Agreement is intended to be a full and integrated Agreement. There shall be no modification of this Agreement absent a writing by both Parties.

9. Notices.

Any notice required or permitted under this Agreement may be effectuated by personal delivery, e-mail with an acknowledgement by designated intended recipient or by deposit into the U. S. Mail for first class delivery postage prepaid to the party at its address as designated in this Agreement.

10. This Agreement may be assigned by Zimco and shall be binding upon each party's successors or assignees.

Witness:

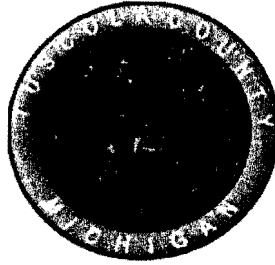
Zimco, Inc.

By: Dawn Zimmer
Its: President

Witness:

Tuscola County

By: Michael R. Hoagland
Its: Controller/Administrator



Tuscola County Planning Commission

125 W. Lincoln St.
Caro, MI 48723

email - tcplanning@tuscolacounty.org

989.672.3700
Fax: 989.672.4011

January, 2014

The Tuscola County Planning Commission is in the process of preparing a listing of historical resources in our county to be placed on the county website. It is hoped that this will aid historical researchers and perhaps stimulate some tourism.

Present ideas for the listing include the following: Registered Historical Buildings, Centennial Farms, Cemeteries, Museums, Libraries, and Artifacts such as the painting in the Caro Post Office.

We are asking your assistance in gathering the following information:

Name and Location of any cemeteries in your municipality

Name, Location, and Hours of operation for your Museums and Libraries

Name and Location of any historical artifacts that should be included.

If you have any suggestions of other materials that would make our list more complete please feel free to suggest them.

Please send your information and ideas to

Tuscola County Planning Commission
125 W. Lincoln St.
Caro, MI 48723
att: Historical Listings Project

or email us at

tcplanning@tuscolacounty.org

Thank you for your assistance on our project.

Sincerely,



Ione K. Vyse, Chairperson
Tuscola County Planning Commission

*Ione Vyse, Chairperson ~ Zygmunt Dworzecki, Vice Chairperson ~ Aaron Gyurko, Secretary
Raymundo Cortez ~ Cynthia Kapa ~ Lonnie Kester ~ Louls Smallwood ~ Christine Trisch, Board Representative*