

**Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Monday, May 13, 2019 – 8:00 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance/Technology**  
Committee Leaders-Commissioners Young and Jensen

**Primary Finance/Technology**

1. **Human Development Commission Senior Millage Transportation Funding Request (See A)**
2. **Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46 (See B)**
3. **MREC Wind Turbine Invoices – Juniata Township Share (See C)**
4. **Update Regarding Caro Psychiatric Hospital – Jean Doss Capital Services (See D) - 9:00 A.M.**
5. **Resolution in Support of Constructing a New Psychiatric Hospital in Tuscola County (See E)**
6. **Aerial Photography Intergovernmental Agreement with the State (See F)**
7. **Approval of Grant for Animal Control Truck (See G)**
8. **Community Corrections Contract Approval (See H)**
9. **Equalization 2019 Tax Rate Request (See I)**
10. **Network Security Performance Overview**

**On-Going and Other Finance**

**Finance**

1. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
2. Opioid Lawsuit
3. Preparation of Updated Multi-Year Financial Plan
4. Continue Review of Road Commission Legacy Costs
5. 2018 Comprehensive Annual Report Development
6. Convert to New State Chart of Accounts
7. 2020 Budget Development
8. Second Year MIDC Plan and Budget
9. Determine if any Drain Bonds can be Retired Early or Refinanced

**Technology**

1. Animal Control Camera and Other Security
2. New Server and Network Storage Capacity
3. Jail Live Scan Scanner
4. GIS Update
5. Increasing On-Line Services
6. Updating County Web Page
7. Implementation of New Computer Aided Dispatch System
8. CLEMIS Road Patrol Software – Impacts on Local Police Departments
9. New Kronos Time Attendance and BSA Finance/General Ledger Software

**Personnel**

Committee Leader-Commissioner Vaughan and Bardwell

**Primary Personnel**

1. **Next Steps Controller/Administrator**
2. **Notification of Meetings to Review Future Road and Bridge Work (See J)**
3. **Mosquito Abatement Biologist Position (See K)**
4. **Animal Control Vacancy**
5. **County Planning Commission Vacancy**

6. Request to Re-Establish In-Home Parenting Program (See L)
7. LEAD Tuscola Program (See M)

#### **On-Going and Other Personnel**

1. 4-H Presentation
2. Animal Control Ordinance Update
3. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
4. Strengthen and Streamline Year-End Open Enrollment
5. Evaluate Potential Training Programs
6. Start the Development of Pay Grade Schedule and Updated Job Descriptions
7. County Planning Commission Vacancy
8. Scheduling a MAC 7<sup>th</sup> Meeting to Determine if Organization will Continue

#### **Building and Grounds**

Committee Leaders-Commissioners Jensen and Grimshaw

#### **Primary Building and Grounds**

1. County Jail Study Committee – Development of a Concept Plan (See N) – 10:00 A.M.
2. Recycling Relocation Update
3. Vanderbilt Park Update (See O)
4. Alarm System for Underground Storage Tank at Michigan State Police (See P)
5. Request to Use Courthouse Lawn (See Q)

#### **On-Going and Other Building and Grounds**

1. County Land Bank
2. Cass River Greenways
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. County Property Ownership Inventory
5. Review of Alternative Solutions Concerning the Caro Dam
6. Sidewalk Improvements and Parking Lot Sealing
7. Purdy Building Awning, Sign and Stucco Repairs
8. Jail Entrance Step and Ceiling Tile
9. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
10. Potential Sale of Certain County Properties
11. New Septic System at Vanderbilt Park and Vegetation Clearing
12. Health Department Painting, Animal Control Ceiling and Court Windows
13. Recycling Soil Removal and Construction

#### **Other Business as Necessary**

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies

#### **Public Comment Period**



# Tuscola County Additional Millage Request FY 2018/2019 (Transportation)

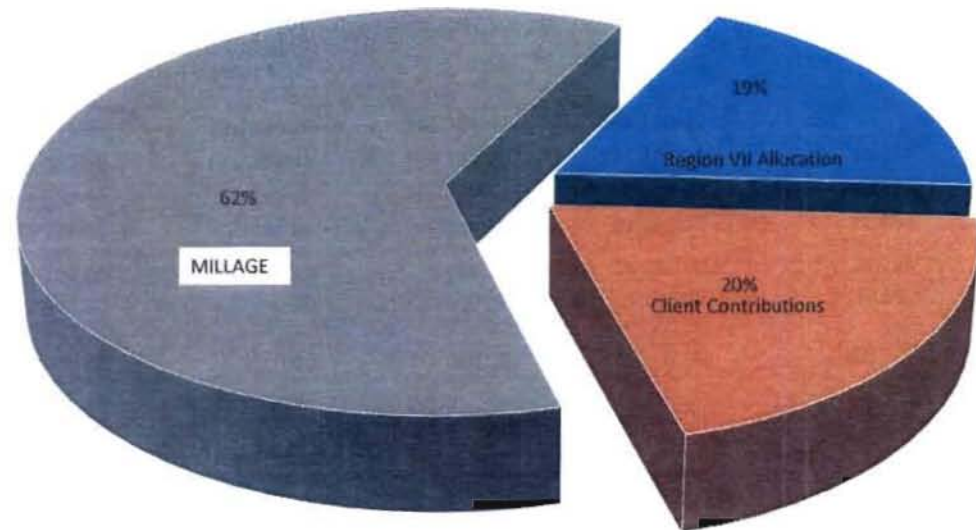
<u>CURRENT BUDGET</u>		% of Total
Region VII Allocation (\$4.84/per ride)	\$ 5,872.00	19%
Client Contributions	\$ 6,292.00	20%
Millage	\$ 19,525.00	62%
<b>TOTAL</b>	<b>\$ 31,689.00</b>	<b>100%</b>

Budgeted Clients	50
Actual YTD Clients	106
Projected Annual Clients	212
Projected Clients -EXCESS	162

Budgeted Rides	1213
Actual YTD Rides	3775
Projected Annual Rides	7550
Projected Rides - EXCESS	6337

Budgeted Volunteer Costs (.505/mile)	\$ 25,887.00
Actual YTD Volunteer Cost	\$ 23,095.00
Projected Annual Total Volunteer Cost	\$ 36,508.00
Projected Volunteer Cost - EXCESS	\$ 10,621.00

Revenue Sources - Transportation



# BUDGET STATUS REPORT

Fund 297 VOTED SENIOR CITIZENS  
 Department 674 SENIOR CITIZENS OTHER

Tuscola County  
 Period Ending Date: April 30, 2019

APC  
 Request Add.  
 \$10,000  
 (?)

Account Number	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Account Name							
<b>Department 674 SENIOR CITIZENS OTHER</b>							
<b>Expenses</b>							
674-700-030							
REGION VII AGENCY DUES	3,402.00	3,402.00	3,402.00	0.00	3,402.00	0.00	100.00%
674-700-100							
TRIAD	413.00	400.00	400.00	0.00	0.00	400.00	0.00%
674-707-000							
SALARIES - PER DIEM	2,350.00	2,000.00	2,000.00	350.00	1,100.00	900.00	55.00%
674-715-000							
FICA	179.77	200.00	200.00	26.78	84.16	115.84	42.08%
674-802-000							
LEGAL	3,098.21	2,500.00	2,500.00	180.66	331.62	2,168.38	13.26%
674-861-000							
TRAVEL	1,002.52	1,500.00	1,500.00	92.22	323.42	1,176.58	21.56%
674-891-000							
ESCROW PORTION OF WIND REVENUE	0.00	16,799.00	16,799.00	0.00	0.00	16,799.00	0.00%
674-955-000							
SENIOR BALL/FAIR-SENIOR ALLIANCE	1,000.00	1,000.00	1,000.00	0.00	1,500.00	-500.00	150.00%
674-956-000							
SENIOR DINNER/DANCE-SR.ADVISOR	1,000.00	1,000.00	1,000.00	0.00	1,000.00	0.00	100.00%
674-999-101							
INDIRECT COSTS	4,318.00	4,943.00	4,943.00	0.00	1,235.75	3,707.25	25.00%
<b>Expenses Total</b>	<b>16,763.50</b>	<b>33,744.00</b>	<b>33,744.00</b>	<b>649.66</b>	<b>8,976.95</b>	<b>24,767.05</b>	<b>26.60%</b>
<b>SENIOR CITIZENS OTHER Dept Total</b>	<b>16,763.50</b>	<b>33,744.00</b>	<b>33,744.00</b>	<b>649.66</b>	<b>8,976.95</b>	<b>24,767.05</b>	<b>26.60%</b>
<b>Revenues Total</b>	<b>558,547.76</b>	<b>574,656.00</b>	<b>574,656.00</b>	<b>210.66</b>	<b>571,695.35</b>	<b>2,960.65</b>	<b>99.48%</b>
<b>Expenses Fund Total</b>	<b>527,225.21</b>	<b>552,026.00</b>	<b>552,026.00</b>	<b>131,343.16</b>	<b>259,334.95</b>	<b>292,691.05</b>	<b>46.98%</b>
<b>Net (Rev/Exp)</b>	<b>31,322.55</b>	<b>22,630.00</b>	<b>22,630.00</b>	<b>-131,132.50</b>	<b>312,360.40</b>	<b>-289,730.40</b>	
<b>Beginning/Adjusted Balance</b>	<b>66,279.47</b> +	<b>YTD Revenues</b>	<b>YTD Expenses</b>	<b>Current Fund Balance</b>			
		571,695.35	259,334.95	= 378,639.87			
<b>Grand Total for Revenues</b>	<b>558,547.76</b>	<b>574,656.00</b>	<b>574,656.00</b>	<b>210.66</b>	<b>571,695.35</b>	<b>2,960.65</b>	<b>99.48%</b>
<b>Grand Total for Expenses</b>	<b>527,225.21</b>	<b>552,026.00</b>	<b>552,026.00</b>	<b>131,343.16</b>	<b>259,334.95</b>	<b>292,691.05</b>	<b>46.98%</b>
<b>Grand Total Net Rev/Exp</b>	<b>31,322.55</b>	<b>22,630.00</b>	<b>22,630.00</b>	<b>-131,132.50</b>	<b>312,360.40</b>	<b>-289,730.40</b>	

# BUDGET STATUS REPORT

Fund 297 VOTED SENIOR CITIZENS  
Department 672 HUMAN DEV COMM

Tuscola County  
Period Ending Date: April 30, 2019

Account Number Account Name	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Fund 297 VOTED SENIOR CITIZENS							
Fiscal Year 2019							
Department 672 HUMAN DEV COMM							
Revenues							
672-402-000							
CURRENT/DELINQUENT TAXES	461,424.57	488,146.00	488,146.00	-87,959.89	483,524.80	4,621.20	99.05%
672-402-891							
CURRENT TAX WIND REVENUE	96,252.23	85,510.00	85,510.00	88,002.42	88,002.42	-2,492.42	102.91%
672-665-000							
INTEREST REVENUE	845.96	1,000.00	1,000.00	168.13	168.13	831.87	16.81%
672-676-000							
MISC REVENUE	25.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Revenues Total</b>	<b>558,547.76</b>	<b>574,656.00</b>	<b>574,656.00</b>	<b>210.66</b>	<b>571,695.35</b>	<b>2,960.65</b>	<b>99.48%</b>
Expenses							
672-700-010							
HUMAN DEVELOPMENT COMMISSIC	419,686.00	419,686.00	419,686.00	104,921.50	209,843.00	209,843.00	50.00%
672-700-020							
EXTRA HOME DELIVERED MEALS	25,630.00	25,630.00	25,630.00	6,407.50	12,815.00	12,815.00	50.00%
672-700-070							
HDC VEHICLE MAINT/SUPPORT	3,500.00	3,500.00	3,500.00	875.00	1,750.00	1,750.00	50.00%
672-700-090							
HDC SENIORS MISC. CARE	20,000.00	20,000.00	20,000.00	5,000.00	10,000.00	10,000.00	50.00%
672-700-150							
VOLUNTEER MILEAGE	9,842.00	9,842.00	9,842.00	2,460.50	4,921.00	4,921.00	50.00%
672-707-000							
SALARIES - PER DIEM	350.00	200.00	200.00	0.00	0.00	200.00	0.00%
672-715-000							
F.I.C.A	26.80	20.00	20.00	0.00	0.00	20.00	0.00%
672-964-000							
REFUNDS & REBATES	196.91	200.00	200.00	0.00	0.00	200.00	0.00%
<b>Expenses Total</b>	<b>479,231.71</b>	<b>479,078.00</b>	<b>479,078.00</b>	<b>119,664.50</b>	<b>239,329.00</b>	<b>239,749.00</b>	<b>49.96%</b>
<b>HUMAN DEV COMM Dept Total</b>	<b>79,316.05</b>	<b>95,578.00</b>	<b>95,578.00</b>	<b>-119,453.84</b>	<b>332,366.35</b>	<b>-236,788.35</b>	<b>347.74%</b>

# BUDGET STATUS REPORT

Fund 297 VOTED SENIOR CITIZENS  
Department 673 HEALTH DEPT

Tuscola County  
Period Ending Date: April 30, 2019

Account Number Account Name	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Department 673 HEALTH DEPT							
Expenses							
673-700-040 FLU SHOTS	80.00	200.00	200.00	0.00	0.00	200.00	0.00%
673-700-080 GERIATRIC PROGRAM	31,150.00	36,004.00	36,004.00	11,029.00	11,029.00	24,975.00	30.63%
673-700-120 OTHER	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00%
Expenses Total	31,230.00	39,204.00	39,204.00	11,029.00	11,029.00	28,175.00	28.13%
HEALTH DEPT Dept Total	31,230.00	39,204.00	39,204.00	11,029.00	11,029.00	28,175.00	28.13%

[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**From:** mhoagland@tuscolacounty.org  
**Sent:** Monday, April 29, 2019 4:03 PM  
**To:** Senator Kevin Daley  
**Cc:** Representative Phil Green; rsundquist@clarkhill.com; Clayette Zechmeister (Clayette Zechmeister); Fabian Knizacky; 'Carl Osentoski'; Pierce Gene; 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Subject:** Legal and Related Costs Related Wind Turbines

Senator Daley

Per our discussion last Friday you requested that I provide legal costs that Tuscola County and local taxing jurisdictions have incurred in trying to establish a fair/equitable method of assessing/taxing WT. The total legal bills paid to the Clark Hill law firm and to Appraisal Economics (AE) by Tuscola County and local taxing jurisdictions in the county is approximately \$604,000. (This is the amount paid as of the end of February 2019. Invoice are received each month). Also, keep in mind there are four additional counties involved in the dispute. I do not have the amount paid by these counties but if on average they paid the same as Tuscola, total costs since 2012 could be \$3 million or more. Passage of SB 46 as introduced by Senator Vanderwall would solve the problem.

Recap

- Problem started in 2011 – State Tax Commission (STC) arbitrarily changed multiplier table (MT) – MT is the annual value placed on WT
- Change resulted in estimated 27% reduction in WT revenue – millions of dollars over the life of a WT
- STC made the change without any studies, market research, analysis or input from impacted communities
- STC change was unacceptable – Michigan Renewable Energy Collaborative (MREC) was formed – law firm of Clark Hill was hired
- MREC consists of Huron, Sanilac, Gratiot, Mason and Tuscola counties and local taxing jurisdictions
- MREC primary objective – establish a fair/equitable method of assessing/taxing WT
- Ironically, STC recommended MREC have a professional study done – AE did the study at major MREC expense
- STC did not adopt the study – resulted in many more tax appeals – and more cost to MREC to defend against the appeals made
- Funds needed to deliver public services have to be escrowed because it is unknown if they will have to be repaid to WT developers
- Dispute with all WT developers is now resolved except for Detroit Edison and Consumers Energy which have not agreed to use the AE MT

This issue is not whether you are for or against WT. It is about the need to establish a fair method of assessing and taxing WT in the interests of communities that are hosting WT. Furthermore, WT should be fairly assessed and taxed based on the professional market research contained in the AE study and not the arbitrary changes made seven years ago by the STC. Your help to resolve costly dispute by passage of SB 46 is appreciated.

Thank you for consideration of this important matter.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)





**mhoagland@tuscolacounty.org**

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**From:** mhoagland@tuscolacounty.org  
**Sent:** Friday, April 26, 2019 3:44 PM  
**To:** Garrett Tetil  
**Cc:** Renee Ondrajka; 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Subject:** FW: Wind tax legal invoices  
**Attachments:** Huron Co.EDC Inv.3-25-19 & Spreadsheet.pdf

Mr. Tetil

Per your request, this is a follow-up to our conversation on Wednesday, April 24, 2019 regarding the current inequitable method of assessing/taxing wind turbines (WT). This issue has nothing to do with whether you are pro or anti WT. It is about establishing a method of assessing WT so the WT companies are required to pay their fair share of taxes. The problem is the State Tax Commission (STC) has NOT established an equitable method of assessing/taxing WT.

In about 2011, the STC arbitrarily changed the original multiplier table (MT) without input from counties and local governments. *(The MT is the annual value placed on WT and typically this value declines slightly with time.)* Most disturbing is the STC made the change without the support of studies, market research or analysis. It resulted in an unacceptable potential reduction of an estimated 27% in WT revenue amounting to millions of dollars to local governments that is needed for essential public services.

Counties and local communities responded to this impulsive unexplained STC MT change. The Michigan Renewable Energy Collaborative (MREC) was formed and the law firm of Clark Hill was hired. MREC is a grassroots organization made up of: Gratiot, Huron, Mason, Sanilac and Tuscola counties along with townships, libraries, intermediate schools districts and local school districts within these counties that have WT. The objective of MREC is to develop an equitable method of assessing/taxing WT that will be adopted by the STC and passed as a state law.

Appraisal Economics was hired by MREC. This is one of the most respected companies in the country for conducting property valuation and appraisal studies. The study was completed and a well-reasoned MT was developed. It was presented to the STC, but unfortunately it was not adopted which opened the door for numerous tax appeals by the wind developers. Defending these cases has been costly but necessary to establish fair taxation of WT and protect the interests of citizens in communities hosting WT.

The Tuscola County Board of Commissioners is requesting that you join all the other MREC counties, townships, schools and libraries with WT as a partner in helping to pay the legal and related invoices. This is an extremely important issue to all of us with WT.

The amount each entity is billed is based on the millage rate for the entity and the number of wind turbines in your township. As you can guess, the invoices range in amounts each month. As your township now has WT, we will begin to include them in the distribution of charges each month. The invoices are emailed to each entity along with supporting documentation showing how the invoice amounts were calculated. Generally, the Township Supervisor, Clerk and sometimes the Treasurer receive the monthly invoices.

I realize you have received your first invoice earlier today for February services. This email is intended to provide more of an explanation regarding the wind tax invoices. If you or the Township Board have further questions, please contact me.

Thank you for your consideration of this important matter.

[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**From:** mhoagland@tuscolacounty.org  
**Sent:** Tuesday, May 7, 2019 11:22 AM  
**To:** 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Cc:** Senator Kevin Daley; Matthew Bierlein; Representative Phil Green; Jean Doss; Pierce Gene; Clayette Zechmeister (Clayette Zechmeister)  
**Subject:** FW: Proposal  
**Attachments:** 2019 proposal tuscola.docx

Commissioners

As you know, the state's potential relocation of the new state hospital would have devastating impacts on all segments of the regional economy including public and private sector operations.

Jean Doss (Capital Services consultant hired by the county) has recommended a communication expert be hired to assist with the work to have the new state hospital built in Tuscola County. Jean strongly believes a communication expert is needed to effectively organize and consistently communicate our message. This is especially true to be able to refute the Myers and Stauffer consultant study the state is having done.

Our consultant has also recommended the firm of KC Communications be hired to perform this important task. Attached is a copy of the proposal submitted by KC Communication. The monthly retainer is \$3,000. Assuming the county is going to contract with KC Communications, alternative methods of funding will need to be discussed at the May 13, 2019 Committee of the Whole meeting. Jean Doss will provide a more detailed update at this meeting.

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)

**From:** Karen Currie [mailto:karen@kccomm.net]  
**Sent:** Friday, May 3, 2019 8:35 PM  
**To:** mhoagland@tuscolacounty.org  
**Cc:** tbardwell@tuscolacounty.org  
**Subject:** Proposal

For your review.



KC COMMUNICATIONS  
CONSULTANTS, LLC

May 3, 2019

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Mike Hoagland  
Tuscola County Administrator  
207 E Grant Street  
Caro, MI 48723

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Dear Mike,

Thank you for the opportunity to submit this proposal to provide strategic communication services for the campaign to reinstitute funding for the Caro Mental Hospital in coordination with Capitol Services Corporation.

A strong communications campaign is a critical component of this campaign.

Thank you for your consideration of this proposal. I look forward to further conversations with you and welcome your questions or request for additional information.

Sincerely,

Karen Pirich Currie



KC COMMUNICATIONS  
CONSULTANTS, LLC

# Proposal to Facilitate Strategic Communications Services

Prepared for

The Campaign to Reinstate Funding for the  
Caro Mental Hospital



KC COMMUNICATIONS  
CONSULTANTS, LLC

## **Project Objective**

To develop and execute a strategic communications campaign to educate and influence the public and members of the legislature, local governments, DHHS and the administration. The communications component of this campaign will work cohesively with the advocacy team to complement and support their efforts.

## **Planning Process**

I will work closely with Jean Doss and the designated legislative team members to develop a campaign that is both educational and effective

This plan will:

- identify goals and objectives
- strategies and tasks
- timelines and accountabilities

## **Deliverables**

- create content and distribution methods
- identify unpaid media relations opportunities with trackable metrics



**mhoagland@tuscolacounty.org**

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**From:** Jean Doss <jdoss@capitol-services.org>  
**Sent:** Wednesday, May 1, 2019 8:04 AM  
**To:** mhoagland@tuscolacounty.org; Pierce Gene; Thomas Bardwell; Kim Vaughan; Karen Currie  
**Subject:** I would like to propose a conference call to discuss possibly retaining professional communications advocacy services

Dear Administrator Hoagland, Commissioners Bardwell and Vaughn, and Superintendent Pierce:

I asked Mr. Hoagland to explore with you all the idea of adding communications advocacy strategies to our legislative advocacy strategies, in our efforts to keep the new state psych hospital in Caro.

I would like to propose a conference call with Mrs. Karen Pirich Currie, of KC Communications (copied here, contact info below). She could tell us in greater detail what she can do to support our efforts in Lansing and in the Thumb region, what to expect in contracting with a communications professional with 'issue management' expertise (vs. general PR expertise), and discuss her fees.

If this is acceptable to you, I will ask my coworker Courtney VanCamp coordinate a conference call. Thanks so much for letting us know if you are interested in such a call today.

Again, thank you for all that each of you are doing to keep the next state's psychiatric hospital in Caro, and for supporting rural mental health services in the Michigan!!

Jean

Karen Pirich Currie  
KC Communications Consultants  
[karen@kccomm.net](mailto:karen@kccomm.net)  
616.706.2282

**Jean Doss, Partner**  
Capitol Services, Inc.  
110 West Michigan Ave., Suite 700  
Lansing, MI 48933  
Work: (517) 372-0860  
Cell: (517) 202-2302  
[jdoss@capitol-services.org](mailto:jdoss@capitol-services.org)

**CAPITOL SERVICES**  
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**From:** [mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org) <[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)>  
**Sent:** Tuesday, April 30, 2019 4:04 PM  
**To:** Jean Doss <[jdoss@capitol-services.org](mailto:jdoss@capitol-services.org)>  
**Cc:** Pierce Gene <[gpierce@tuscolalSD.org](mailto:gpierce@tuscolalSD.org)>; 'Thomas Bardwell' <[tbardwell@tuscolacounty.org](mailto:tbardwell@tuscolacounty.org)>; 'Kim Vaughan' <[kvaughan@tuscolacounty.org](mailto:kvaughan@tuscolacounty.org)>  
**Subject:** Potential methods of funding a communication expert

Jean

(E)

[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**From:** mhoagland@tuscolacounty.org  
**Sent:** Tuesday, April 30, 2019 11:46 AM  
**To:** Jim Barcia; rbelleman@saginawcounty.com; Nerahoo Hemraj; Doreen Clark; Tara Griffith; JODI ESSENMACHER; 'Carl Osentoski'; John Biscoe  
**Cc:** Senator Kevin Daley; Representative Phil Green; Jean Doss; Clayette Zechmeister (Clayette Zechmeister); 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Subject:** Resolution in support of constructing a new state psychiatric hospital in Tuscola County  
**Attachments:** Material for a Draft Resolution Supporting New State Psych Hospital in Caro April 2019.docx

County Administrators of Bay, Saginaw, Genesee, Lapeer, Sanilac and Huron Counties

Attached is a resolution which the Tuscola County officials are requesting approval by your Board of Commissioners. The resolution is in support of constructing a new state psychiatric hospital in Tuscola County to replace the current Caro Center facility.

In 2017, Public Act 107 was signed which determined that a new \$115 million 200 bed state psychiatric hospital would be built on the grounds of the current Caro Center to help solve the pressing need for long-term inpatient psychiatric care in Michigan. Construction was scheduled to begin this spring and be completed in 2021. Unfortunately, on March 13, 2019 Governor Whitmer halted construction, and contracted with a private consulting firm at a significant cost to re-assess the location of a new state psychiatric facility. This action potentially delays the availability of new psychiatric beds and the replacement of the aging Caro facility by another 2-4 years.

As previously documented and explained in detail in the attached resolution, building this facility in Tuscola County to replace the current Caro Center facility is best for the individuals needing inpatient psychiatric care and for the taxpayers of Michigan. Also, the facility is a vital economic engine for this entire region of Michigan. A recent economic impact study determined that this operation infuses \$54 million annually into the regional economy while directly employing 350 people and indirectly employing another 400 people. Relocation of the facility would have dramatic, devastating negative repercussions to businesses, schools and families living in communities throughout this entire region of the state.

Your support of the resolution as soon as possible is appreciated. Please send a copy of the resolution to appropriate state officials and to me for our records.

Thank you.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)



## RESOLUTION

### SUPPORTING CONSTRUCTION OF A NEW STATE PSYCHIATRIC HOSPITAL IN TUSCOLA COUNTY TO REPLACE THE CURRENT CARO CENTER FACILITY

**WHEREAS**, During the 1990s, two thirds of the state-operated psychiatric hospitals serving Michigan citizens closed. Also of concern, is that from 2005 to 2010 the number of state psychiatric beds in Michigan decreased by nearly 50%; and

**WHEREAS**, in the absence of needed inpatient treatment and care, individuals in acute or chronic disabling psychiatric crisis increasingly are found in hospital emergency rooms and jails/prisons. These systems experience significant negative impacts as a result. Hospital emergency rooms are so overcrowded that some acutely ill patients wait days or even weeks for a psychiatric bed to open so they can be admitted; some eventually are released to the streets without treatment; and

**WHEREAS**, law enforcement agencies find service calls, transportation and hospital security for people in acute psychiatric crisis creating significant, growing demands on their officers straining public safety resources. More pressure is put on police officers with some jails/prisons containing a third or more of inmates with untreated mental illness; and

**WHEREAS**, the number of persons with mental illness who are homeless has increased. In some communities, officials have reported as many as two-thirds of their homeless population is mentally ill; and

**WHEREAS**, multiple studies and the facts identified above conclude there is a pressing need for long-term, inpatient psychiatric care in Michigan; and

**WHEREAS**, The Legislature responded to this crisis by providing \$115 million in state building authority financed construction for a new state psychiatric hospital, and decided that the facility would be built on the grounds of the current Caro Center in the FY 16-17 and 17-18 budget. Then-Governor Snyder concurred, by signing Public Act 107 of 2017, in July of that year; and

**WHEREAS**, On December 19, 2017, the State Administrative Board approved a \$5.4 million contract with Integrated Design Solutions, to design a new 200 bed, regional state psychiatric hospital (an increase from the current 150 beds at the Caro Center), on the site of the existing Caro Center, with an announcement by then State DHHS Director Nick Lyon "The State of Michigan made a commitment to the Caro community that the new psychiatric hospital would remain in the community, and we are keeping that promise;" and

**WHEREAS**, On October 19, 2018, then-Governor Snyder participated in a ground breaking for the new 225,000 square-foot state psychiatric hospital at the site of the current Caro Center. The new hospital was scheduled to be completed in 2021 and would replace the aging Caro facility. Over \$3 million in taxpayer funds have already been spent in preparation for construction at the Caro site; and

**WHEREAS**, On March 13, 2019, Governor Whitmer halted construction, and contracted with a private consulting firm, at the cost of \$277,000, to re-assess the location of a new state psychiatric facility, potentially delaying the availability of new psychiatric beds and the replacement of the aging Caro facility by another 2-4 years; and

**WHEREAS**, the facility is a vital economic engine for this entire region of Michigan. A recent economic impact study determined that the operation infuses \$54 million annually into the regional economy while directly employing 350 people and indirectly employing another 400 people, making it the second largest employer in Tuscola County; and

**WHEREAS**, relocation of the facility would have dramatic, devastating negative repercussions to businesses, schools and families living in communities throughout this region of the state. The area economy is already struggling from the previous closure of State Prisons; and

**WHEREAS**, in addition to its critical regional economic importance, by objective measures as previously documented in choosing this location, building the new facility on the site of the current Caro Center is best for the individuals needing inpatient psychiatric care and for the taxpayers of Michigan; and

**WHEREAS**, at the current location there is a 100-year community tradition of caring. Seventy percent of employees travel less than 30 miles to work. The site is centrally located for family visits and patient transportation with 80% of patients coming from Genesee, Oakland and Macomb Counties, just to the south of Tuscola County. The 600 acre site is already state-owned and infrastructure is already in place. County engineers determined the on-site water system can be economically upgraded to serve the new hospital. It is accessible to state highways and near area medical providers; and

**WHEREAS**, the difficulty in recruiting psychiatrists is not unique to Tuscola County and will be an issue that has to be dealt with no matter where a new facility is located.

**NOW THEREFORE BE IT RESOLVED**, the <name of organization> does hereby urge Governor Gretchen Whitmer, Department of Health and Human Services Director Robert Gordon, and members of the State Legislature, in response to a critical shortage of inpatient state psychiatric beds, continue with the construction of a new 200-bed, state psychiatric hospital on the grounds of the current Caro Center, in Tuscola County, as the best option for quality, accessible services to patients and their families, and as the best value to the taxpayers of Michigan and prevent devastating negative repercussions to businesses, schools and families living in communities throughout this region of the state; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be transmitted to Governor Gretchen Whitmer, Department of Health and Human Services Director Robert Gordon, State Senator Kevin Daley, and State Representative Phil Green.

**[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)**

---

**From:** mhoagland@tuscolacounty.org  
**Sent:** Tuesday, April 30, 2019 11:58 AM  
**To:** Pierce Gene  
**Cc:** Senator Kevin Daley; Representative Phil Green; Jean Doss; Clayette Zechmeister (Clayette Zechmeister); 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Subject:** FW: Resolution in support of constructing a new state psychiatric hospital in Tuscola County  
**Attachments:** Material for a Draft Resolution Supporting New State Psych Hospital in Caro April 2019.docx

Gene

Please see email below I sent to surrounding county administrator asking if they would request their board to approve the attached resolution concerning building the new state hospital here. Would you please take to your board for potential action. Also, would you ask all the County Superintendents if they would get support from their school boards.

Thank you.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

**From:** mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]  
**Sent:** Tuesday, April 30, 2019 11:46 AM  
**To:** Jim Barcia <Barciaj@baycounty.net>; rbelleman@saginawcounty.com; Nerahoo Hemraj <Nhemraj@co.genesee.mi.us>; Doreen Clark <Dclark@lapeercounty.org>; Tara Griffith <tgriffith@sanilacounty.net>; JODI ESSENMACHER <ESSENMACHERJ@co.huron.mi.us>; 'Carl Osentoski' <carl@huroncounty.com>; John Biscoe <jbiscoe@lapeercounty.org>  
**Cc:** Senator Kevin Daley <KevinDaleyForMI@gmail.com>; Representative Phil Green <Pavilionpadre@gmail.com>; Jean Doss <jdoss@capitol-services.org>; Clayette Zechmeister (Clayette Zechmeister) <zclay@tuscolacounty.org>; 'Bardwell Thom' <bardwellthomas1@gmail.com>; 'Dan Grimshaw' <dgrimshaw@tuscolacounty.org>; 'Kim Vaughan' <kvaughan@tuscolacounty.org>; 'Mark Jensen' <mjensen@tuscolacounty.org>; 'Tom Young' <tyoung@tuscolacounty.org>  
**Subject:** Resolution in support of constructing a new state psychiatric hospital in Tuscola County

County Administrators of Bay, Saginaw, Genesee, Lapeer, Sanilac and Huron Counties

Attached is a resolution which the Tuscola County officials are requesting approval by your Board of Commissioners. The resolution is in support of constructing a new state psychiatric hospital in Tuscola County to replace the current Caro Center facility.

**Subject:** : Resolution in support of constructing a new state psychiatric hospital in Tuscola County  
**Attachments:** Material for a Draft Resolution Supporting New State Psych Hospital in Caro April 2019.docx

City, Village and Township Officials

Attached is a resolution which the Tuscola County officials are requesting approval by your council or board. The resolution is in support of constructing a new state psychiatric hospital in Tuscola County to replace the current Caro Center facility.

In 2017, Public Act 107 was signed which determined that a new \$115 million 200 bed state psychiatric hospital would be built on the grounds of the current Caro Center to help solve the pressing need for long-term inpatient psychiatric care in Michigan. Construction was scheduled to begin this spring and be completed in 2021. Unfortunately, on March 13, 2019 Governor Whitmer halted construction, and contracted with a private consulting firm at a significant cost to re-assess the location of a new state psychiatric facility. This action potentially delays the availability of new psychiatric beds and the replacement of the aging Caro facility by another 2-4 years.

As previously documented and explained in detail in the attached resolution, building this facility in Tuscola County to replace the current Caro Center facility is best for the individuals needing inpatient psychiatric care and for the taxpayers of Michigan. Also, the facility is a vital economic engine for this entire region of Michigan. A recent economic impact study determined that this operation infuses \$54 million annually into the regional economy while directly employing 350 people and indirectly employing another 400 people. Relocation of the facility would have dramatic, devastating negative repercussions to businesses, schools and families living in communities throughout this entire region of the state.

Your support of the resolution as soon as possible is appreciated. Please send a copy of the resolution to appropriate state officials and to me for our records.

Thank you.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)

MEMORANDUM

TO: MR. MICHAEL HOAGLAND

FROM: CJJ

DATE: MAY 3, 2019

SUBJECT: REVIEW OF PROPOSED AGREEMENT FOR DATA EXCHANGE

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As is the case with most proposed contracts, we have been asked to review the proposed Intergovernmental Agreement between the County and the Michigan Department of Technology, Management and Budget (DTMB) regarding the potential exchange of geographic information systems data and aerial images.

Conclusion

Particularly, because the Agreement may be terminated at any time upon 60 days notice and each party is required to exercise good stewardship of the exchanged information, entering into this Agreement does not appear to pose a significant legal risk to the County.

Analysis

The Agreement provides that DTMB will provide: (i) protection and good stewardship of the data provided to DTMB by the County, and (ii) aerial imagery in 12 inch pixel resolution format to the County according to the terms set forth within Exhibit A to the Agreement. If the County enters into the Agreement, the County would provide to DTMB: (i) GIS data at no cost, (ii) good stewardship of the data provided by DTMB, and (iii) a copy of the County's enhanced access policy and fee schedules, as they may be updated from time to time.

From a legal perspective, it is important to note that the proposed Agreement includes mutual obligations to protect the exchanged data, and also provides that if one party provides information received from the other to a third party in response to a data request, the corresponding fees received would be passed along to the party which had initially collected the data - so if the state receives a fee for providing the County's data to another party, the fee would be passed along to the County, and vice versa.

Also important is that each party would provide information on an "as-is" basis, without liability for damages pertaining to the data exchanged under the Agreement. The Agreement may be terminated at any time by either party upon 60 days advance notice.

**From:** Cody Horton <chorton@tuscolacounty.org>  
**Sent:** Thursday, April 25, 2019 10:37 AM  
**To:** Thomas Bardwell; Kim Vaughan; Mark Jensen; Dan Grimshaw; Tom Young  
**Cc:** Jodi Fetting; Mike Hoagland; Angie Daniels; Eean Lee  
**Subject:** MiSAIL Data For Imagery Intergovernmental Agreement  
**Attachments:** MiSAIL\_Imagery\_Exchange\_Program\_Flier.pdf; Tuscola County IGA - Data Exchange for Imagery.doc

Commissioners,

I've attached two documents below. The first is an informational flier on the MiSAIL imagery exchange program. Please note that the flight schedule map on the second page currently shows our region as being flown in 2021. Our region has instead negotiated a 2020 flight date. The second document is the actual Intergovernmental Agreement. Please review and contact me with any questions. Once everyone has had a chance to give this a look over and finds it agreeable it would be a good idea to have this come back before the board for official action.

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-----  
**Cody Horton**  
*Tuscola County GIS Coordinator*  
**989.672.3832**



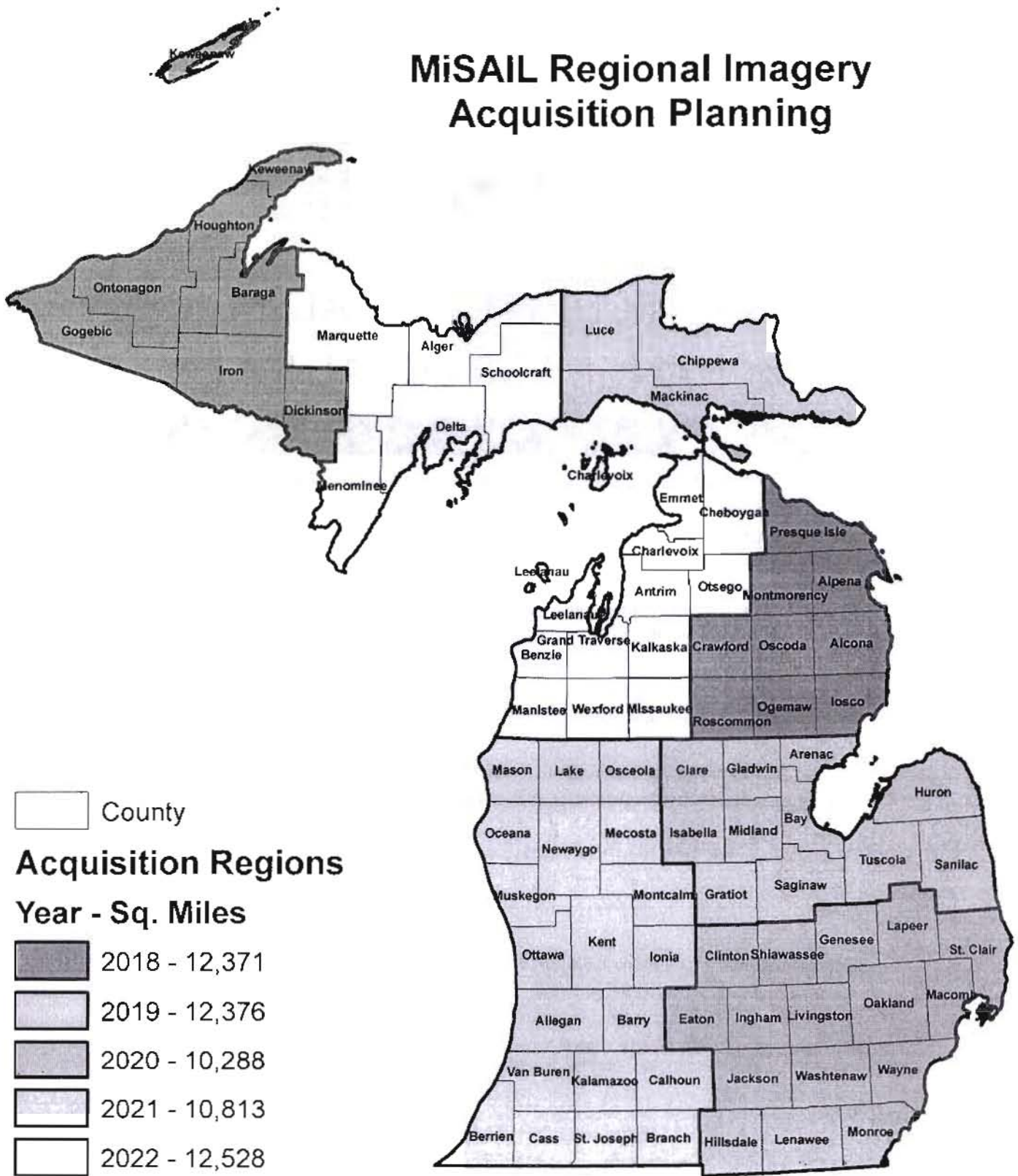
## STATE OF MICHIGAN AERIAL IMAGERY EXCHANGE FOR LOCAL DATA

Beginning in 2018, Michigan counties may exchange local, authoritative GIS (geographic information systems) data for 12-inch aerial imagery. The County would share with the State of Michigan the following GIS data: parcels, address points, and road centerlines. In return, counties will receive 12-inch imagery at no cost.

- The GIS data provided by the County would be for internal use only by State agency personnel in support of their day-to-day operations.
- If the County does not have this information in GIS format, the State is still interested in discussing a potential exchange.
- An intergovernmental agreement (IGA) would be entered into by the County and the State. The IGA defines roles and responsibilities of each partner. The IGA is available for review.
- Proprietary online access to the imagery would be provided through the Michigan Imagery Solution (MIS) for up to five County users. The State will also deliver a copy of the County's most current 12-inch imagery on an external hard drive. There is no fee for either delivery option.
- Buyups at 3-inch and 6-inch resolution are also available. This is most cost effective if planned during a regularly scheduled flight year.
- The Michigan flight schedule map is attached.

For more information, please contact:  
Everett Root at [roote@michigan.gov](mailto:roote@michigan.gov) (517-335-7180)  
Ulrika Zay at [zayu@michigan.gov](mailto:zayu@michigan.gov) (517-335-7011)

# MiSAIL Regional Imagery Acquisition Planning







## Michigan Statewide Authoritative Imagery and LiDAR Program (MiSAIL)

### Intergovernmental Agreement For Data Exchange Between Tuscola County and DTMB

This Intergovernmental Agreement (Agreement) is between Tuscola County, a Constitutional and Municipal Corporation, *[Partner Office Address]* (Partner) and the Michigan Department of Technology, Management and Budget, through its Center for Shared Solutions, P.O. Box 30026 Lansing, Michigan, 48909 (DTMB). In this Agreement, the Partner and DTMB may be referred to individually as "Party" or jointly as "Parties." Partners may include, but are not limited to, state, local and federal government entities.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

#### 1. Purpose

Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the authority granted to the Director of DTMB pursuant to Executive Reorganization Order No. 2009-39, Section V(E), MCL 18.441, the Partner and DTMB enter into this Agreement for the purpose of making Geographic Information System (GIS) data and digital orthoimagery data (Imagery) owned and maintained by the respective Parties available to both Parties, without fee or cost, to assist the Parties in performing statutory and governmental duties and activities that benefit DTMB or the Partner, specifically the scope of work described in Exhibit A.

#### 2. Definitions

**Data originator:** The author or owner of the GIS data and information contained within the GIS data.

**Geographic Information System data or GIS data or Data:** The output from a Geographic Information System as defined by MCL 15.442(b) or the saved

output (datasets) covered by this Agreement, as more specifically identified in Exhibit A, and provided by either Party pursuant to MCL 15.441, *et seq.* GIS data does not include derivative works developed by DTMB or data produced by DTMB from GIS data.

Digital orthoimagery data – aerial imagery collected by the State of Michigan State) as part of the State’s collection efforts per the specifications defined in the State’s contract # 071B6600034 (Contract). A copy of the Contract is available online at: [http://www.michigan.gov/documents/localgov/6600034\\_516430\\_7.pdf](http://www.michigan.gov/documents/localgov/6600034_516430_7.pdf)

**Third Party:** An organization or individual requesting GIS data that is not a party to this Agreement. Third Party does not include any organizations or individuals specifically identified as intended pass-through data recipients under Exhibit A.

### 3. Coordination Representatives

To provide for consistent and effective communication between DTMB and the Partner, each Party shall appoint a Coordination Representative to serve as its central point of contact on matters relating to this Agreement. The Coordination Representatives for this Agreement are listed below.

Everett Root  
DTMB Center for Shared Solutions  
Romney Building, 10<sup>th</sup> Floor  
111 S. Capitol St.  
Lansing, MI, 48933  
Phone No. 517-373-7910  
Fax No. 517-373-2939  
E-mail [roote@michigan.gov](mailto:roote@michigan.gov)

*[Customer Representative Name]*  
*[Customer Title]*  
*[Customer Street Address]*  
*[City, State, Zip]*  
*[Customer Telephone Number]*  
*[Customer E-mail]*

### 4. Responsibilities of the Parties

The following paragraphs identify responsibilities of the parties involved:

- a. **DTMB Responsibilities.** DTMB will provide the Partner, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:

- i. Protection and good stewardship of the Partner's data;
  - ii. Those responsibilities set forth in Exhibit A.
- b. **Partner Responsibilities.** The Partner will provide DTMB, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:
- i. GIS dataset updates, without fee or cost, through the data exchange mechanism identified in Exhibit A;
  - ii. Protection and good stewardship of the State's data;
  - iii. Those responsibilities set forth in Exhibit A.
  - iv. A copy of their enhanced access policy and fee schedule(s)
  - v. Updates to fee schedule throughout duration of this agreement

5. GIS Data Usage and Distribution Terms

- a. The County authorizes its GIS data to be used as identified in Exhibit A.
- b. In the event that a Third Party requests GIS data, one of the following three scenarios will apply:
  - i. If the Partner receives a request for its own Data, that request will be subject to the Partner's local Enhanced Access to Public Records policy. There is no need for the request to go through or be approved by DTMB.
  - ii. In the event that DTMB receives a request for Data provided by the Partner, such requests will be honored pursuant to DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. In accordance with its policy, DTMB will pass on any applicable fees pursuant to the Partner's local Enhanced Access to Public Records policy.
  - iii. If the Partner receives a request for any Data that it received from DTMB, it will provide the Data in accordance with its local Enhanced Access to Public Records policy, and pass on any applicable fees to DTMB as established under DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. The Partner may also charge an administrative fee to distribute the Data as outlined in its local Enhanced Access to Public Records policy.

- c. The Parties agree to exercise all applicable exemptions available under the Freedom of Information Act (FOIA), MCL 15.231 *et seq.*, to ensure that the GIS Data will not be re-distributed to a Third Party.

6. GIS Data Disclaimer

- a. All GIS data is provided "as is." The Parties expressly disclaim any and all warranties, express or implied, including, but not limited to, any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose, or any other warranty, condition, guarantee or representation, whether oral, in writing, or in electronic form including, but not limited to, the accuracy or completeness of any information contained in or provided by the GIS data. The Parties do not represent or warrant that access to GIS data will be uninterrupted or that there will be no failures, errors, omissions, or loss of transmitted information.
- b. In no event shall either Party be liable to the other for any special, indirect, or consequential damages, or any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with the use or performance of GIS data under this Agreement.

7. Image Service Contact

The MiSAIL program includes partner access to a secure imagery viewing service known as the Michigan Imagery Solution (MIS), managed by the State of Michigan, DTMB, Center for Shared Solutions. Service will be accessible for up to five partner desktop applications and one partner web based application.

Image Service Contact designated per signature is the single point of contact for the DTMB for all technical considerations and inquiries regarding MIS access by partner.

Image Service contact	Email	Phone

8. Effective Date and Duration

This Agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until terminated unless superseded, rescinded, or modified by written agreement of both Parties.

9. Amendment and Modification

This Agreement may be amended or modified only by written agreement of both Parties.

10. Termination

- a. Either Party may terminate this Agreement with sixty (60) days written notice for any reason, or for no reason.
- b. Upon termination of this Agreement, GIS Data provided to DTMB under this Agreement by the Partner will be retained by DTMB, but will no longer be updated. Remaining GIS Data shall be marked that it has not been updated as of the date of the last update prior to termination.

11. Dispute Resolution

In the event of a dispute between the Parties, the Partner and DTMB agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

12. Assignment

This Agreement may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this Agreement be assigned, delegated, or transferred, unless otherwise provided for in this Agreement.

13. Reservation of Rights

- a. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the Parties. Nothing in this Agreement is a waiver of governmental immunity by either Party.
- b. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other Party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either Party under any existing law or regulation.

14. No Third-Party Beneficiaries

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or

benefit, right to indemnification, right to subrogation, or any other right in favor of any other person or entity.

15. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the State of Michigan shall govern this Agreement and all documents and actions thereunder.

16. Entire Agreement

This Agreement represents the entire Agreement between the Parties and supersedes all other Agreements between the Parties governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned execute this Intergovernmental Agreement on behalf of the Parties and by doing so, obligate and bind the DTMB and the Partner to the stated terms and conditions.

\_\_\_\_\_  
ERIC SWANSON  
Director  
Center for Shared Solutions (CSS)  
Romney Building, 10<sup>th</sup> Floor  
111 S. Capitol St.  
Lansing, MI, 48933

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*[Customer Representative Name]*  
*[Customer Representative Title]*  
*[Customer Mailing Address, City, State, Zip]*

\_\_\_\_\_  
DATE

Exhibit A  
Intergovernmental Agreement  
For Data Exchange Between Tuscola County and DTMB  
[Date]

Attributes to be included with each data category will vary. DTMB has a standard data schema for each data type that will be shared with the partner. Variations between local data and the DTMB standard will be reviewed prior to data submission.

**Description of Partner Data:**

Tax parcels: Geometry and attributes for Community Parcel Repository

Address points: Geometry and attributes for structure point location at rooftop, driveway, geocoded along road centerline, or parcel centroid.

Road Centerlines: Geometry and attributes

**Description of DTMB Data:**

12" pixel resolution, 4-band (red, green, blue, near-infrared) aerial imagery.  
Specification document available at: [http://www.michigan.gov/som/0,4669,7-192-78943\\_78944\\_78949\\_78952\\_63834---,00.html](http://www.michigan.gov/som/0,4669,7-192-78943_78944_78949_78952_63834---,00.html)

**Data Exchange Process: select one**

- Digital Upload (file upload or through feature service)  
 External Hard Drive  
 Other \_\_\_\_\_

**Data Use: select one for each data category**

**Parcels:**

- Publicly Available  
 Available for use by all State of Michigan Agencies

**Address Points:**

- Publicly Available  
 Available for use by all State of Michigan Agencies

Road Centerlines:

Publicly Available

Update Schedule:

Parcels: 1-2 times per year

Address Points: 4 times per year

Road Centerlines: 4 times per year

Optional pass through to the United States Census Bureau:

The DTMB, Center for Shared Solutions (CSS) is the State of Michigan's liaison to the US Census Bureau (USCB) for local data collection efforts in support of various USCB geospatial data programs.

**DTMB is authorized to pass data through to United States Census Bureau**

Address Points:

Yes  
 No

Road Centerlines:

Yes  
 No



G

**mhoagland@tuscolacounty.org**

---

**From:** mhoagland@tuscolacounty.org  
**Sent:** Monday, April 29, 2019 2:32 PM  
**To:** Leigh Nacy; 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'  
**Subject:** FW: Animal Control Truck and Equipment Award #2  
**Attachments:** Request for Obligation of Funds Animal Control 2.pdf; Letter of intent - 4-26-2019 - Tuscola Animal Control 2.pdf; Grant Agreement PDF Master revisedTuscola Animal Control #2.pdf; LOC Tuscola Co AC Truck #2 - signed.pdf

FYI good news.....

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**VISIT US ON LINE FOR COUNTY SERVICES @ [www.tuscolacounty.org](http://www.tuscolacounty.org)**

**From:** Clayette Zechmeister [mailto:[zclay@tuscolacounty.org](mailto:zclay@tuscolacounty.org)]  
**Sent:** Monday, April 29, 2019 2:17 PM  
**To:** Mike Hoagland <[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)>  
**Subject:** Animal Control Truck and Equipment Award #2

Mike,  
Good news! Last year when our second truck grant with Rural Development was denied. I chose to keep it in the mix for the next round of funding in hopes we could still get the award. I'm excited to say we have been approved for our second Animal Control truck and equipment grant in the amount of \$25,900 with the county putting in \$8,695 for a total project cost of \$34,595. With the first grant we were able to buy the truck, animal control box, ramps, lights, catch poles, traps and other items needed to equip the truck. Our first step is for you to sign the Request for Obligation of Funds and the Letter of Intent to Meet Conditions as soon as possible. Please review and let me know when to proceed. Thank you

--

**Clayette A. Zechmeister**

**Clayette A. Zechmeister**  
Chief Accountant, Tuscola County  
125 W Lincoln St, Suite 500  
Caro, MI 48723  
[zclay@tuscolacounty.org](mailto:zclay@tuscolacounty.org)

(H)



Tuscola County

Renee Francisco <renee@tuscolacounty.org>

---

**RE: Community Corrections**

1 message

---

**David Stevens** <dstevens@lapeercounty.org>  
To: Renee Francisco <renee@tuscolacounty.org>

Wed, Apr 17, 2019 at 10:59 AM

Renee,

Let's do May 16<sup>th</sup>.

Thank you

**David L. Stevens**

Community Corrections Coordinator

Thumb Area Regional Community Corrections

255 Clay Street Rm #83

Lapeer, MI 48446

Email: [dstevens@lapeercounty.org](mailto:dstevens@lapeercounty.org)

Phone: 810-664-5487

Fax: 810-245-4784

**From:** Renee Francisco [mailto:[renee@tuscolacounty.org](mailto:renee@tuscolacounty.org)]

**Sent:** Wednesday, April 17, 2019 10:38 AM

**To:** David Stevens

**Cc:** Wendy Parks

**Subject:** Re: Community Corrections

Good Morning,

Our Full Board meets at 8:00 a.m. on April 25 and then their next Full Board meeting is on May 16th.

Let me know if one of these will work and I'll have Mike get it on the agenda.

Thanks,

Renee Francisco

Administrative Assistant

Tuscola County Controller's Office

989-672-3709

On Wed, Apr 17, 2019 at 10:09 AM David Stevens <dstevens@lapeercounty.org> wrote:

Renee,

It is grant application time again, the grant application will be approved by the CCAB on April 25<sup>th</sup>, 2019.

Can you please give me the date the your commissioners will be able to approve it? It has to be on the grant application.

Thank you in advance for your help

***David L. Stevens***

**Community Corrections Coordinator**

**Thumb Area Regional Community Corrections**

**255 Clay Street Rm #83**

**Lapeer, MI 48446**

**Email: [dstevens@lapeercounty.org](mailto:dstevens@lapeercounty.org)**

**Phone: 810-664-5487**

**Fax: 810-245-4784**

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# TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street  
Suite 500  
Caro, MI 48723

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

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## RESOLUTION

### **Fiscal Year 2020 Community Corrections Grant Application**

WHEREAS, Tuscola County, as a member of the Thumb Area Regional Community Corrections with Lapeer and Sanilac Counties, recognizes the need to offer felony probationers with specific programming targeted at further advancing offender success rates and reducing repeat offender rates; and

WHEREAS, the Fiscal Year 2020 Community Corrections Grant Application, written on behalf of the Thumb Area Regional Community Corrections, will provide a funding source to incorporate such programming and administrative oversight in Tuscola County.

THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners hereby approves Tuscola County's participation in the Thumb Area Regional Community Corrections Fiscal Year 2020 Community Corrections Grant Application, for the period of 10/01/2019 through 9/30/2020.

BE IT FURTHER RESOLVED, that this resolution be spread upon the proceedings of the Tuscola County Board of Commissioners this 16<sup>th</sup> day of May, 2019.

---

Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

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

**2019 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2019)**

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

County <b>Tuscola</b>	2019 Taxable Value of ALL Properties in the Unit as of 5-22-17 <b>1,850,606,384</b>
Local Government Unit <b>County</b>	For LOCAL School Districts, 2019 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties:

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.

The following tax rates have been authorized for levy on the 2019 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc	2018 Millage Rate Permanently Reduced by MCL 211.34d	2019 Current Year Millage Reduction Fraction	2019 Millage Rate Permanently Reduced by MCL 211.34d	2019 Sec 211.34 Millage Rollback Fraction	2019 Maximum Allowable Millage Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Alloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141		frozen
Sp Voted	Bridge/Streets	Aug-16	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807		0.4807	Dec-23
Sp Voted	Senior Citizens	Aug-17	0.3200	0.3200	1.0000	0.3200	1.0000	0.3200		0.3200	Dec-24
Sp Voted	Medical Care	Aug-18	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500		0.2500	Dec-28
Sp Voted	Road Patrol	Aug-17	1.3300	1.3300	1.0000	1.3300	1.0000	1.3300		1.3300	Dec-24
Sp Voted	Roads/Streets	Aug-16	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657		0.9657	Dec-23
Sp Voted	Mosquito	Aug-14	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-19
Sp Voted	Recycling	Aug-16	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-24
Sp Voted	Veterans	Feb-15	0.1700	0.1700	1.0000	0.1700	1.0000	0.1700		0.1700	Dec-20
Sp Voted	MSU Extension	Mar-16	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000		0.1000	Dec-21

Prepared by <b>Angie Daniels</b>	Title <b>Equalization Director</b>	Date <b>05/02/2019</b>
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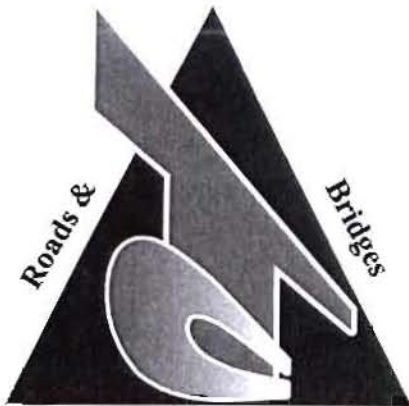
Certification: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3)

<input type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary		<b>Jodi Fetting</b>	
<input type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President		<b>Thom Bardwell</b>	

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9.

The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

IMPORTANT: See instructions on the reverse side regarding where to find the millage rate used in column (6)



To Our Future

**Tuscola County Road Commission**

1733 Mertz  
Caro, MI 48723  
Phone 989 673-2128  
Fax 989 673-3294

5

April 23, 2019

Dear Township Supervisors & County Commissioners:

The Road Commission has scheduled two meetings in May to review current and future road and bridge work. The meetings will start at 10:00 A.M. at the Road Commission office south of Caro.

We are asking that the Commissioners and Supervisors try to attend one of the meetings on the following dates.

1. Thursday, May 16, 2019

Districts 1 and 2

Townships of Akron, Almer, Columbia, Elkland, Elmwood, Ellington, Fairgrove, Gilford, Kingston, Novesta and Wisner.

2. Thursday, May 30, 2019


Districts 3, 4, and 5

Townships of Arbela, Dayton, Denmark, Fremont, Indianfields, Juniata, Koylton, Millington, Tuscola, Vassar, Watertown, and Wells.

We hope to see you then.

Very truly yours,

TUSCOLA COUNTY ROAD COMMISSION

  
Michael Tuckey, Director of Finance

MT/ah



## 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: May 3, 2019

RE: Hiring Freeze

I would like to request the approval to refill a recent vacancy in our biology department.

This vacancy is at a critical time, as we are currently operational.

The biology department is responsible for the trapping and disease data that we rely on to conduct our treatment in the county.

I would also request the approval to advertise and post this position.

Respectfully,

*Kimberly Green*

*Kimberly Green, Director*  
Tuscola County Mosquito Abatement  
1500 Press Drive  
Caro, MI 48723  
989-672-3748  
kgreen@tucolacounty.org



## 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: May 9, 2019

RE: Hiring Freeze

I would like to request the hiring freeze be lifted and approval to refill a recent vacancy in our biology department. This vacancy is at a critical time, as we are currently operational.

**- Changing full-time positions to part-time**

The biologist is necessary to comply with the Integrated Pest Management Plan. We are required to follow by the Michigan Department of Agriculture.

The full time biologist duties include:

- Trapping and surveillance
- Preparing samples for disease testing sent to MSU.
- Compiles and records all data received in our trapping and surveillance operations.
- This data is then used to prepare annual reports to the State of Michigan and the Technical Advisory Committee.
- The biologist prepares materials for training new hires and continuing education for current employees.
- Updates and prepares route maps for upcoming season.
- Obtains permits to treat bodies of water in Tuscola County.
- Plans and conducts routine testing of insecticides and records efficacy.
- Monitor disease and plan for response when needed.
- In house testing of birds reported by citizens.
- Conduct testing on equipment to insure proper droplet size is achieved.



- **Reorganization and re-assignment of responsibility within the department**

We have reorganized the biology department over the last few years to reduce the number of technicians needed in the lab operations. We currently have the biologist and one lab technician.

- **Use of staff resources between different departments**

When necessary we ask field technicians to provide additional surveillance to cover the areas where lab operations need support.

- **Fees and other revenue methods to defray costs**

To defray costs we have begun to utilize in house testing on birds and some mosquito pools.

- **Joint service deliver with other entities including county, city or townships**

Combining this service with other districts would not be feasible due to distance and difficulty in maintaining daily duties and disease surveillance.

- **Reduce personnel using online services to reduce demands on office staff**

We currently have office staff at a minimum with other staff providing help when needed to cover at busy times.

- **Contracting for service with other public and private sector entities**

Contracting for these services privately are very costly and would not support the need for the host of other duties provided by the biologist.

- **Reclassification to lower pay grade**

We are currently well under the pay grade in comparison to the other mosquito districts. Each district has a full time biologist and several seasonal staff in their lab operations.

I would also request approval to advertise and post this position.

Respectfully,

*Kimberly Green*

*Kimberly Green, Director*  
Tuscola County Mosquito Abatement  
1500 Press Drive  
Caro, MI 48723  
989-672-3748  
kgreen@tucolacounty.org

**mhoagland@tuscolacounty.org**

---

**From:** Nancy Thane <nthane@tuscolacounty.org>  
**Sent:** Thursday, May 2, 2019 8:57 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Supervised Parenting Program  
**Attachments:** BOC Presentation In Home Programming.docx

Good morning, Mike,

Attached is the Board of Commissions Presentation for the In Home Parenting Programming that we would like to have presented to the Board. Would you be willing to forward this to the Commissioners in preparation of our presentation on Monday, May 13<sup>th</sup>? If there is anything additional that you believe needs to be included and/or addressed, please do not hesitate to contact me.

Thanking you in advance for your assistance in this matter,  
Judge Thane

Hon. Nancy L. Thane P38918  
Probate and Presiding Family Division Judge  
Tuscola County, Michigan

Request of the Tuscola County Board of Commissioners to Reinstate the  
Child Care Fund In-Home Care  
Supervised Visitation and Parent Education Program  
5/13/19

We respectfully request the Tuscola County Board of Commissioners to support the reinstatement of the Child Care Fund In-Home Care Supervised Visitation and Parent Education Program, to include Tuscola County entering into a Contract with 2 individuals or an appropriate local community agency to provide the services as outlined below. The cost of the contract for the remainder of fiscal year 2019 (5/13/19 – 9/31/19) would be 1500 hours/units at \$25.00 per hour/unit plus \$5,000.00 in mileage and \$500.00 in Specific Assistance reimbursement for a total of \$43,000.00. After eligible 50% Child Care Fund State reimbursement, the cost to Tuscola County would be approximately \$21,500.00. We thank you in advance for your consideration.

The Child Care Fund (CCF) reimbursement program is the result of a collaborative effort between Michigan's circuit courts, county governments, tribes, state and county Department of Health and Human Services (MDHHS), to support the reimbursement of costs for programming for neglected, abused, and delinquent youth in Michigan. Most of the programming is designed and administered by Michigan's circuit courts, county governments, tribes, and county MDHHS offices, based on the needs of the community. The State of Michigan oversees and administers required programming at the state level for youth placed in out-of-home care due to abuse or neglect cases. After expenditures have been incurred, requests for reimbursement for eligible direct out-of-home placements and in-home care (IHC) services are made to the state MDHHS.

MDHHS receives an annual, legislatively-appropriated budget to support CCF reimbursement-eligible programs and placements for eligible child welfare and juvenile justice youth as defined below:

- An MDHHS youth in either a Category I or II Children's Protective Services case.
- Any youth in a court ordered MDHHS-supervised foster care placement.
- A delinquent youth for whom a petition, complaint, or referral has been filed and accepted by the court, and who:
  - Receives IHC intensive services, or
  - Is placed in court ordered out-of-home care, or
  - Has a plan for early exit from out-of-home care.

CCF is the primary fund source for serving delinquent, neglected, and/or abused youth. Each Michigan county/tribe has a specific account for their CCF, which is funded primarily through county tax dollars and donations. The state supports the county's CCF with a 50 percent reimbursement on eligible direct costs.

The goal of CCF reimbursement is to ensure funding for programs that provide services aimed at keeping children in their homes through successful intervention and rehabilitation for juveniles and to assist with achieving permanency for children in a safe and timely manner. CCF reimbursement assists with costs for intensive IHC services, out-of-home placements, and related supportive services such as drug screening and therapy.

An in-home care (IHC) program is intended to provide early intervention services for youth who are within, or likely to come within, the jurisdiction of the family court for delinquency, abuse, or neglect and/or those affecting a youth's early return to his or her home from foster care or institutional care. IHC programs are for youth who are within or likely to come within the jurisdiction of the circuit courts or tribal court.

The Tuscola County Parent Education and Supervised Visitation Program would provide parent education as well as supervised face-to-face parent contact between parents and their children while the in-home care provider teaches and demonstrates to parents appropriate parenting techniques, discipline and family interaction. The Tuscola County Parent Education and Supervised Visitation Program would serve youth/families in an MDHHS Category I or II Children's Protective Services case and/or youth/families in court ordered MDHHS-supervised foster care. The goal of the program is to reduce the number of youth petitioned through Abuse/Neglect Court proceedings and to reduce the number of days in family foster care. The focus of the Parent Education and Supervised Visitation Program is to provide early intervention to educate parents and to treat within the child's home. The in-home care provider would be responsible for providing a safe, nurturing environment for parent education and parenting time and assist in furthering the development of parenting skills that are healthy and promote child well-being. Cases will be assigned via a referral from DHHS staff through which a written visitation and/or education plan will be developed incorporating strengths, needs, goals, objectives, parenting time schedules, locations, and parenting issues that need be addressed. Some of the duties of the Parent Education and Supervised Visitation Program in-home care provider would include: teaching parents, mentoring parents, modeling behaviors for parents, coordinating and arranging visits (including transportation arrangement), maintaining a visitation environment that is healthy for all and interceding on the children's behalf if inappropriate behaviors are observed, providing parental direction, maintain ongoing conferencing with DHHS staff, testifying in court, completing required documentation, and enforcing specific court visitation requirements, etc. For youth in out of home placement, the case plan would reflect an early return goal.

The Tuscola County Supervised Visitation and Parent Education in-home program operated from fiscal year 2012 through fiscal year 2018. Based on information that contract dollars might be available through the State, the program ended March 31, 2018.

While the program was in effect, we observed the following estimated savings in foster care days for youth and foster care dollars spent:

Fiscal Year	Youth	Budget	Remaining	Spent	Cost to County after 50% Reimbursement from the State	CFC Days Saved	Estimated Savings at \$18.92 x days x youth
2018	37	\$37,496.00	\$6,829.35	\$30,666.65	\$15,333.33		
2017	49	\$108,378.00	\$56,652.81	\$51,725.19	\$25,862.60	211	\$195,613.88
2016	70	\$106,684.00	\$28,876.02	\$77,807.98	\$38,903.99	218	\$288,719.20
2015	86	\$109,572.00	\$35,497.41	\$74,074.59	\$37,037.30	285	\$463,729.20
2014	72	\$77,367.20	\$16,172.86	\$61,194.34	\$30,597.17	138	\$187,989.12
2013	63	\$54,660.00	\$13,657.55	\$41,002.45	\$20,501.23	325.8	\$388,340.57
2012		\$54,660.00	\$11,046.91	\$43,613.09	\$21,806.55		

In addition, since 2013, MDHHS Tuscola County has shown a decrease in the number of youth in foster care from 120 to 56. We attribute this in part to the Supervised Visitation and Parent Education in-home program.



Tuscola County

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

## Tuscola Program Applications

3 messages

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

Fri, Aug 3, 2018 at 10:00 AM

To: Caryn Michalak <cpainter@tuscolacounty.org>, Craig Kirkpatrick <ckirkpatrick@tuscolacounty.org>, Eean Lee <eean.lee@tuscolacounty.org>, Erica Dibble <edibble@tuscolacounty.org>, Jodi Felting <jfelting@tuscolacounty.org>, Joe VanAuken <jvanauken@tuscolacounty.org>, John Bishop <jbishop@tuscolacounty.org>, Judge Gierhart <agierhart@tuscolacounty.org>, Judge Glaspie <d71bglaspie@gmail.com>, Judge Thane <nthane@tuscolacounty.org>, Kim Green <kgreen@tuscolacounty.org>, Matt Bierlein <mbierlein@tuscolacounty.org>, Mike Miller <mmiller@tuscolacounty.org>, Sandra Erskine <erskine@tuscolacounty.org>, Sandra Nielsen <snielsen@tuscolacounty.org>, Shella Long <slong@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>, Steve Anderson <sanderson@tuscolacounty.org>, Thomas Bardwell <bardwellthomas1@gmail.com>, Tom Young <tyoung@tuscolacounty.org>, Robert Mantey <rmantey@tuscolacounty.org>

### County Officials

Below is the link for the LEAD Tuscola Program. Please review the information and if you or any of your employees are interested in participating in the 2018/2019 program you may submit your application to the address on the last page of the packet. The deadline to receive applications is August 15, 2018. The program has been in operation for many years and has been highly successful.

***The county has sponsored one applicant annually. If you want to be sponsored by the county submit your applications to me by August 10th for the Board to review and select the applicant. Department heads will have to authorize employees absenteeism from work.***

Thank you

Clayette

[www.leadtuscola.org](http://www.leadtuscola.org)

--

Clayette A. Zechmeister  
 Chief Accountant, Tuscola County  
 125 W Lincoln St, Suite 500  
 Caro, MI 48723  
 zclay@tuscolacounty.org  
 voice 989-672-3710  
 fax 989-672-4011

Visit us Online for County Services @ [www.tuscolacounty.org](http://www.tuscolacounty.org)

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Clayette Zechmeister <zclay@tuscolacounty.org>  
 To: Mike Hoagland <mhoagland@tuscolacounty.org>

HOME

OVERVIEW

APPLICATION

BROCHURE

LETTER TO BUSINESS OWNERS

OUR GRADS SAY

STEERING COMMITTEE

CONTACT US

Home

## Lead, Educate And Develop



### 2018-2019 LEAD Tuscola Class

Front Row (L-R): Judy Cockerill (Tuscola County Clerk's Office), Dorothy (Dot) Blackwell (Vassar Public Schools), Christine Healey (Caro Area District Library).

Back Row (L-R): Ruth Steele (Steering Committee), Mandy Palmer (Tuscola County Medical Care Community), April Crumby (Lakeshore Legal Aid), Cindy McKinney-Volz (Steering Committee Chair), Deidre Bringold (McLaren Caro Region), and Jim McMinn (Steering Committee).

### THE PROGRAM:

A leader, simply defined, is someone who has the ability to influence others. A leader, with appropriate goals, a positive attitude, and a willingness to take risks, is a great asset in the effort to strengthen and transform a community. They provide the vision, motivation and skill to plan the future of communities and guide them through difficult times.

LEAD Tuscola is a 10-month program to introduce Tuscola County residents to programs and opportunities for local leadership. Individuals will have the opportunity to participate in a series of thought-provoking educational sessions, starting with a weekend retreat and continuing with one day sessions every month. These sessions will be held at different locations in Tuscola County and will include lunches and snacks. Our hope is that following graduation, the participants will take the knowledge they have gained and use it to become more involved in the continuing growth of Tuscola County. LEAD Tuscola should appeal to those of diverse backgrounds who

are interested in the past, present and future of Tuscola County and are willing to become involved in the County Community.

**THE FOCUS:**

The program is designed to provide each participant with knowledge of a wide variety of programs and opportunities available in Tuscola County.

At the orientation weekend, each participant will explore his/her own personality traits and see how they fit with others in the program. Participants will be divided into groups that will work together throughout the program on a volunteer initiative. During monthly sessions, participants will gain knowledge of the history of Tuscola County, local government including the courts, law enforcement, business and economic developments, nonprofit organizations, human services, and Tuscola County's educational opportunities. The program will finish with a visioning session to sharpen the focus on ways each participant can provide leadership for continued growth.

**THE COMMITMENT:**

Participants will be asked to attend the weekend orientation and a minimum of seven other sessions to qualify for graduation. Tuition for the program is \$625.00 and may be paid by the individual and/or the participant's, employer/sponsor.

**YOUR INVITATION:**

Participants must be nominated by an employer, coworker, acquaintance, or may nominate themselves. Participants will be selected from a written application based on their demonstrated leadership ability and potential. Individual accomplishments and a desire to assume expanded responsibilities of leadership will also be important criteria in the selection process.

The deadline for application is August 15, 2018.

LEAD Tuscola is a 501c3 organization.



[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

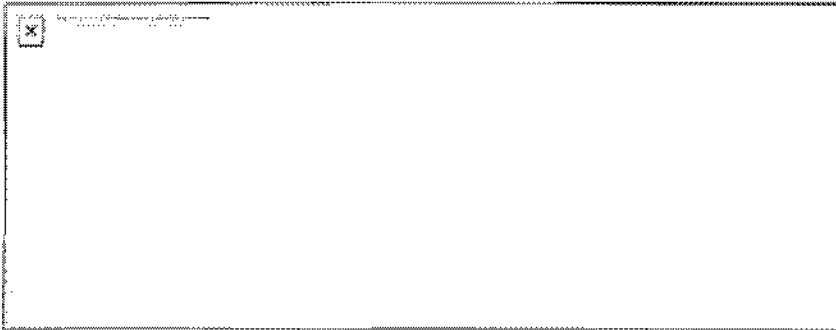
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**From:** Jodi Fetting <jfetting@tuscolacounty.org>  
**Sent:** Tuesday, May 7, 2019 8:06 PM  
**To:** Mike Hoagland; Clayette; Renee Francisco; Thomas Bardwell  
**Subject:** Agenda Follow-Up Item

Hi,

I would like to follow-up on the request for one of my employees to attend LEAD Tuscola in the 2019-2020 year. The matter was tabled and I would like to have the matter added to the agenda for authorization to send Rita Papp. This will allow for planning in the office.

Thank you,  
Jodi



(N)



487 PORTAGE STREET  
KALAMAZOO, MI 49007

CORPORATE@BYCE.COM  
WWW.BYCE.COM

TEL 269.381.6170  
FAX 269.381.6176

May 3, 2019

Tuscola County Board of Commissioners  
125 W. Lincoln St  
Suite 500  
Caro, MI 48723

Sheriff Glenn Skrent  
420 Court St.  
Caro, MI 48723

RE: Proposal for:  
Tuscola County Jail Feasibility Study  
Caro, Michigan  
B/A # 19100123

Dear Tuscola County Board of Commissioners & Sheriff Glenn Skrent,

Byce & Associates, Inc. (Byce) and Securitecture, LLC (Securitecture) is pleased to have the opportunity to offer the enclosed proposal for the Tuscola County Jail Feasibility Study. We trust this proposal meets with your approval.

A **Scope of Work** – The following items make up the scope of work anticipated for the Tuscola County Jail Feasibility Study.

1. Prepare a Feasibility Study to determine the adult detention needs and how those needs may be satisfied through construction of new facilities and/or identification of alternative solutions.
2. The Feasibility Study will be undertaken with several specific objectives to be addressed:
  - a. Review the specific areas of concern identified by the County.
  - b. Determine the immediate, projected and future growth to establish County Jail requirements to the year 2039.
  - c. Provide a detailed architectural program for the jail and sheriff's office.
  - d. Assess the current justice system and jail statistics including the types of crimes, offenders and classification of jail inmates.
  - e. Survey and analyze the existing site.
  - f. Estimate probable construction, project costs and staffing projections for the construction of new facilities.

B. **Assumptions** – The following assumptions have been made in the preparation of this proposal.

1. The Owner will provide as-built plans and specifications of existing building(s).
2. The Owner will provide site survey(s) as required.
3. The Owner will complete the architectural programming questionnaire forms.
4. The Owner will assist Byce/Securitecture in compiling historical and statistical information of county, jail and court records.
5. County officials, department heads and designated staff will be available for interviews, official input and review of information prepared by the planning team.
6. The Owner will designate a committee and a single point of contact to work with Byce/Securitecture during this process.

C **Professional Services** – The services outlined in this proposal shall include the following.

1. Architectural Programming/Space Needs Analysis/Feasibility Study
2. Security/Detention Consulting and Planning

3. Civil, architectural, structural, mechanical, electrical engineering evaluation of proposed facilities and site locations.

D **Anticipated Work Element:**

**Phase I: Strategic Planning**

Prepare a Feasibility Study to determine the adult detention needs and how those needs may be satisfied through construction of new facilities and/or identification of alternative solutions.

1. **Step 1: Planning Process/Methodology**

The primary objective of the first step of the Study is to provide organization for the process while establishing the goals and direction the county wishes to take in the development of the Feasibility Study

a. **Organization/Communication-The Study team shall:**

1. Establish a planning committee.
2. Development reporting and accounting procedures for all aspects of the project.
3. Establish the scope of the Feasibility Study
4. Establish a preliminary schedule.

b. **Mission Statement – The Study team shall:**

1. Develop mission statement for the Jail
2. Develop short and long-range planning goals.

2. **Step 2: Data Collection**

The primary objective of the second step of the Feasibility Study is to collect and summarize the data and establish the space needs and adult (inmate) population projections to be used as a basis to determine the detailed architectural program for each element of the project. During this step, a facility analysis will be conducted in order to optimize the efficiency of the facility along with the staffing potential. The following items will be addressed:

a. **Inmate Population Projections – Develop criteria to be utilized to determine the scale of the space needs, capacity and services required for adult detention facilities. Elements to consider include:**

1. Interview key criminal justice personnel. Conduct interviews with judges, sheriff and staff, prosecutor, county auditor, probation department, state jail inspector and county board members.
2. Review demographics and statistical data used to determine the inmate population
3. Review previous research studies and jail inspection reports.
4. Collect jail statistics – collect and review average daily population, length of stay by offense, net bookings, felony and misdemeanor inmates, pre-trial, adult males and females in jail, DWI, weekenders and work release.
5. Collect court statistics – collect and review court filings and dispositions. Review court processes to determine "local policy" and its impact on the jail operation and population.
6. Review current policies and procedures regarding jail operations including classification of inmates, housing inmates outside the county, inmate transportation and inmate transfer to court. Make recommendations for investments in safety, security and efficiency.
7. Determine county census for past 10-20 years and projected growth for the next 20 years.



8. Explore any criminal code revisions which may impact future Average Daily Population (ADP).
9. Inventory personnel/staffing.
3. **Step 3: Facility Criteria**  
The primary objective of the third step is to compile the data collected in Step 2 into an architectural program that begins to establish the scope of the project. Size, site, character and cost will be developed in this step.
  - a. Facility Evaluation/Program
    1. Review existing facilities, document existing functional and code related deficiencies.
    2. Determine needs/components.
    3. Establish relationship of components.
    4. Determine spatial requirements and establish optimum square footage.
    5. Develop an architectural program.
    6. Compare existing space available versus the project future needs.
    7. Review and evaluate the existing facilities' ability to accommodate the program.
    8. Compare existing cell count versus the component classification and standard requirements. Determine the most appropriate inmate housing mix.
    9. Determine future expansion capabilities.
    10. Review standards to which any construction must conform. Determine the relative impact on conformance with ACA standards as compared to local MDCC state jail standards.
    11. Determine operational philosophy of the Facility
    12. Perform an analysis of correctional processes.
      - a) Determine where updated processes and Procedures may provide efficiencies and cost savings.
  - b. Site Evaluation
    1. Establish criteria to evaluate the use of site.
    2. Determine utility locations
    3. Determine expansion capabilities
    4. Determine site access and provide vehicular and pedestrian separation for law enforcement vehicles and private vehicles.
    5. Analyze site cost.
  - c. Master Plan -- Develop conceptual drawings consistent of site plan(s), floor plan(s), exterior 3-D renderings(s) utilizing criteria established above to illustrate:
    1. Construction of a new jail at the existing site.
    2. Develop approach to phasing construction if required.
  - d. Project Cost Analyses --Prepare cost analyses reflecting all costs associated with the solution, including:
    1. Land acquisition
    2. Demolition
    3. Utility relocation
    4. Site improvement, such as sidewalks and parking lots
    5. Potential Brownfield remediation costs
    6. Landscaping
    7. Construction costs
    8. Furnishings and equipment
    9. Professional compensation



- 10. Financing
  - 11. Develop expense of phased construction and/or inflation factors required as a result of deferred construction periods.
  - 12. Develop staffing/operational cost projections for all options.
  - e. Alternative Solutions – Identify alternative solutions to the construction of a new jail facility, including cost comparison analysis.
4. **Step 4: Preliminary Report**  
This step is extremely important to the Study Team. It provides the first assemblage of all data accumulated and summary recommendations for the original goals and objectives of the Study for review prior to final recommendations and presentation of the Study document.
5. **Step 5 Final Report**  
At this point, a final report will be compiled to obtain approval from the County and other agencies having jurisdiction over the project. This report will be printed and bound as a stand-alone document for public consumption.

**E. Project Schedule**

Byce/Securitecture is prepared to begin work immediately following your Authorization to Proceed, and proposes to complete the work per the following schedule:

- a. **Phase 1 - Strategic Planning** **One hundred -twenty (120) Days**
  - Step 1 Planning Phase/Methodology
  - Step 2 Data Collection
  - Step 3 Facility Criteria
  - Step 4 Preliminary Report
  - Step 5 Final Report

**F. Project Fee:**

- a. With consideration of the above mentioned items as the scope of work and schedule, Byce/Securitecture proposes to perform consulting services as required for the above mentioned scope of work as indicated in Item 3 below. This fee includes all professional fees and reimbursable expenses
- b. The fee shall be invoiced monthly in proportion to the work completed. All invoices not paid within thirty (30) days shall bear interest at 1-1/2% monthly.
- c. Fee Schedule:

1. <b>Phase 1 - Strategic Planning</b>	<u>\$15,000.00</u>
Step 1 Planning Phase/Methodology	
Step 2 Data Collection	
Step 3 Facility Criteria	
Step 4 Preliminary Report	
Step 5 Final Report	
<b>Total Professional Fee</b>	<u>\$15,000.00</u>

- d. Reimbursable Expenses: Reimbursable expenses are in addition to the compensation outlined above and include actual expenditures made by Byce/Securitecture and Byce/Securitecture's employees in the interest of the project for the following expenses:

- 1. Expense of transportation in connection with the project;
- 2. Expense of document printing, postage and handling
- 3. Expense of photographic production techniques used in connection with final presentation documents, if requested by owner.



Total Estimated Reimbursable Expenses \$2,500.00

**Proposed Terms**

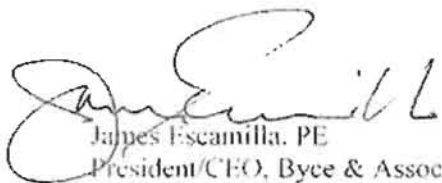
- The following items are standard additional reimbursable expenses to be invoiced in addition to Professional Services, Basic Services Fee.
  - Reprographics, Printing, Presentation Graphics, Plotting at direct expense,
  - Consultants not included in Basic Services
  - Vehicular Mileage expenses beyond a ten-mile radius of Byce & Associates, Inc. offices.
  - Travel expenses; including travel fare, lodging and meals.
- Invoices are made monthly and shall be payable upon receipt of the invoice
- Invoices will be made on a progressive payments schedule.
- If paying by credit card on combined invoices over \$10,000, a 3% processing fee will be added to the invoice total.
- All signed agreements and purchase orders send to [accounting@byce.com](mailto:accounting@byce.com).
- The terms and conditions of *ALA Document B101, Standard Form of Agreement Between Owner and Architect (2017 edition)* shall apply to and be a part of this proposal.

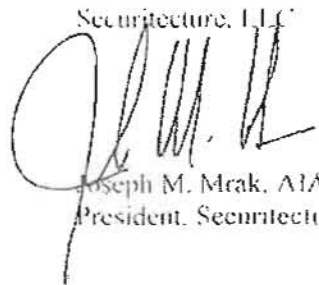
**AUTHORIZATION**

Your authorization can be given by returning a signed copy of the proposal or by issuing a purchase order referencing this proposal. This proposal is valid for a period of thirty (30) days from the date of issuance.

Byce/Securitecture appreciates the opportunity to offer our services to you. Byce/Securitecture's goal is to establish and retain long-term relationships with our clients by meeting both their current and future needs. Upon your consideration, Byce/Securitecture is hopeful that you will find this proposal to be satisfactory.

Very truly yours,  
Byce & Associates, Inc.

  
James Escamilla, PE  
President/CEO, Byce & Associates, Inc.

Securitecture, LLC  
  
Joseph M. Mrak, AIA  
President, Securitecture, LLC

Accepted by: \_\_\_\_\_



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[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

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**From:** Cahill, Blake Charles <cahil1bc@cmich.edu>  
**Sent:** Tuesday, May 7, 2019 1:42 PM  
**To:** mhoagland@tuscolacounty.org  
**Cc:** Monfils, Anna Kirsten  
**Subject:** Research at Vanderbilt County Park  
**Attachments:** researchActionSummary\_CMU.docx

Hello Mike,

Thank you for your assistance during our call. Attached is a summary of our proposed research actions at Vanderbilt County Park. I've copied my advisor Dr. Anna Monfils, who oversees the project, on this email. Please let me know if you have any questions.

Best,

Blake C. Cahill  
PhD Student  
Earth and Ecosystem Science Doctoral Program  
Central Michigan University  
[Cahil1bc@cmich.edu](mailto:Cahil1bc@cmich.edu)

**STATEMENT OF NEED:** Understanding the biology and ecology of invasive aquatic plant (IAP) species is critical for designing and implementing effective management strategies (Sytsma 2008). Specifically, understanding the reproductive mode(s) and phenology of IAP species can provide insight into their re-/establishment and dispersal potential (Hussner et al. 2017). Most IAPs rely on vegetative organs (e.g., turions, bulbils, fragments) for perennation and local dispersion (Barrat-Segretain 1996). Some IAPs form persistent soil seed banks that can remain viable for multiple years (e.g., Matthews et al. 1977). Seeds can also contribute to the long-range dispersal of IAPs through zoochory, hydrochory, and human-mediated mechanisms (Sytsma and Pennington 2015, Green et al. 2016). It is therefore vital that management actions are conducted before seed and vegetative propagule production to prevent the establishment of introduced IAPs or to deplete the seed and propagule bank of established IAPs (Kurugundla 2014, Kurugundla et al. 2016).

The management of an invasive free-floating species in Michigan, European frog-bit (*Hydrocharis morsus-ranae* L.), is being hindered by a lack of information on its reproductive biology and phenology. European frog-bit is native to Europe, Asia, and Africa and was deliberately introduced to North America in Ontario in 1932 (Minshall 1940, Catling et al. 2003). It has since been documented in nine U.S. states and two Canadian provinces (Jacono and Beret 2018). Catling et al. (1988, 2003) have proposed that dense floating mats of European frog-bit may reduce light, dissolved gas, and nutrient availability and impact the growth and diversity of native submerged vegetation, invertebrates, and fish. Floating mats can also reduce aesthetic values of waterbodies and interfere with recreational water usage (Catling et al. 2003).

European frog-bit can reproduce sexually via seed production and asexually via stolons and turion production (Cook and Lüönd 1982). It is thought that European frog-bit primarily reproduces asexually in North America (Catling and Dore 1982, Catling et al. 2003) but viable seed production has been reported at two sites in Ontario. Scribailo and Posluszny (1984) and Burnham (1998) recorded seed production as high as 250 and 3000 seeds/m<sup>2</sup> in Rondeau Park and Lake Opinicon, respectively. In both studies, seeds germinated under experimental conditions. The production of viable seeds in Ontario suggests that European frog-bit may be capable of sexual reproduction in Michigan but this has not been investigated.

Here we aim to further our understanding of European frog-bit phenology and reproductive biology in Michigan. We propose to monitor European frog-bit phenology and reproductive biology (i.e., flowering, fruiting, vegetative reproduction) using a field-based sampling methodology. Results from the proposed project can be used to improve European frog-bit monitoring and management efforts.

**RESEARCH ACTIONS:** Our proposed field-based sampling methodology to monitor European frog-bit phenology and reproductive biology will follow the design of Wersal et al. (2011) and Wersal and Madsen (2018). We will work with state and county partners and Cooperative Invasive Species Management Area (CISMA) coordinators to identify and establish one 0.1 ha sampling site at a location in each infested region of Michigan, including the Huron-Erie Corridor, Saginaw Bay, Thunder Bay River basin, Munuscong Bay, and southeast Lower Peninsula (1 sampling site per region, 5 sampling sites total). We are seeking permission to use Vanderbilt County Park as our sampling location in the Saginaw Bay.

We will establish five parallel transects in each sampling site (Figure 1). Transects will be located using a systematic design and will extend from the shoreline edge of the sampling site across the perceived water depth gradient. Five times over the course of the growing season (i.e., monthly from



May – September) we will place four 0.1 m<sup>2</sup> quadrats on each transect using a random systematic design (20 quadrats per site per visit). In each quadrat we will record the cover and wet weight biomass of European frog-bit, the number of European frog-bit ramets, flowers, and fruits, and the water depth. We will also measure pH, conductivity, dissolved oxygen, and water temperature using a water quality sonde at each quadrat. No equipment or plot markers will be kept on state/county land between sampling visits.

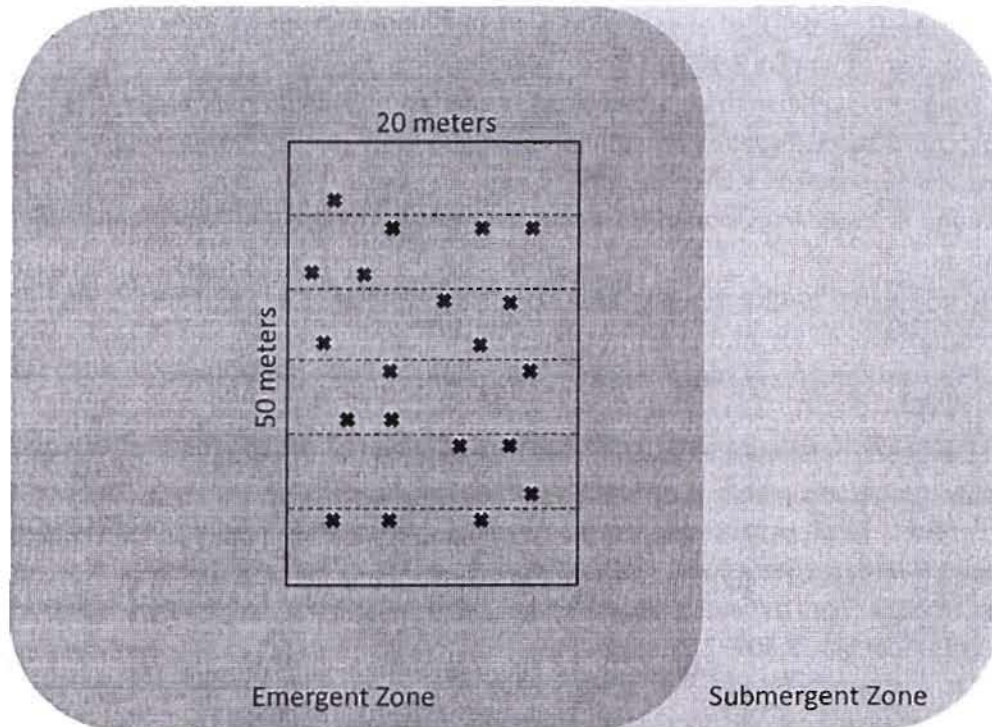


Figure 1. Schematic of the field based-sampling methodology. The rectangle is a 0.1 hectare *sampling site*, the dashed lines are *transects*, and X's are 0.1 meter<sup>2</sup> quadrats. Quadrat locations are selected before each sampling visit using a random systematic design.

**DISSEMINATION PLAN:** Results of the proposed project will be published in a peer-reviewed journal (e.g., Aquatic Invasions, Aquatic Botany).

**ENTITIES SEEKING PERMIT:**

Anna K. Monfils, PhD  
 Professor and Director, CMU Herbarium  
 Department of Biology  
 Institute for Great Lakes Research  
 Central Michigan University  
 2401 Biosciences Building  
 Mount Pleasant, MI 48859  
 989-774-2492  
[Monfi1ak@cmich.edu](mailto:Monfi1ak@cmich.edu)

Blake C. Cahill  
 PhD Student  
 Earth and Ecosystem Science Doctoral Program  
 Department of Biology  
 Central Michigan University  
 2201 Biosciences Building  
 Mount Pleasant, MI 48859  
 810-247-3539  
[Cahil1bc@cmich.edu](mailto:Cahil1bc@cmich.edu)

#### LITERATURE CITED:

- Barrat-Segretain MH. 1996. Strategies of reproduction, dispersion, and competition in river plants: A review. *Vegetatio* 123:13–37.
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- Wersal RM, Madsen JD. 2018. Designing and using phenological studies to define management strategies for aquatic plants. *J Aquat Plant Manage* 56s:83–89.

**mhoagland@tuscolacounty.org**

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**From:** Mike Miller <mmiller@tuscolacounty.org>  
**Sent:** Wednesday, May 8, 2019 9:58 AM  
**To:** Mike Hoagland  
**Subject:** Agenda item  
**Attachments:** Tuscola County-State Police Fire Tank Water Alarm.pdf

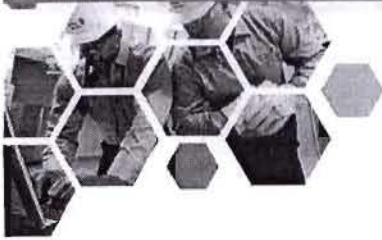
I would like this proposal from Johnson Controls added to the agenda please. This is for an alarm system for the underground storage tank at the MSP. The tank sprung a leak and filled the mechanical access for the tank with water, to the point where it was coming out the access hatch 15 feet above the floor.

Now we have to have all the electrical components replaced.

This alarm will send out a email or text to the maintenance dept to alert them there is a problem, and provides an audible alarm in the MSP building as well.

Clayette is already working with the State to see if they will provide funding for the repairs, new sensor, and needed tank inspection.

Thanks,  
Mike



# Proposal

**TO:** TUSCOLA COUNTY COURTHOUSE  
125 W LINCOLN ST  
CARO MI  
USA 48723

**ATTN:** Mike Miller

JOHNSON CONTROLS SAGINAW  
TRAVERSE MI CB - 0N14  
1080 TITTABAWASSEE RD  
SAGINAW MI 486041048  
**PH:** (866) 635 - 1392  
**FAX:** (989) 759 - 4407

**Date:** 05/06/2019  
**Quote Ref:** 1-D958LTB  
**Project Name:** Tuscola County-State Police Fire Tank  
Water Alarm  
**Site:** COUNTY OF TUSCOLA  
207 E GRANT ST STE 4  
CARO MI 48723-1652

We propose to furnish the materials and/or perform the work below for the net price of: \$5,197.00

**For the above price this proposal includes:**

Provide and install a vertical float switch in the sump pump crock in the Fire Supresion Tank Vault at Caro State Police Post. The new float switch will annunciate the existng audible alarm in the gargae and also will alarm to a Johnson Controls Network Control Engine that will be installed in the boiler room. If water level should rise in the crock, an alarm will be sent to the customer via email or text.

Customer will be responsible to provide an Ethernet Drop to the location of the NCE in the boiler room.

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 06/05/2019

This quote was prepared for your review by:

**TUSCOLA COUNTY COURTHOUSE**

**Johnson Controls Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

PO: \_\_\_\_\_

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternatives, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

#### TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions.

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY.** Johnson Controls, Inc (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
- 6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
- 9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
- 10. PAYMENT.** Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to Johnson Controls' obligation to provide products or perform services under the Agreement. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all Johnson Controls invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will Johnson Controls accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.
- 11. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
- 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



Tuscola County

Shelly Lutz &lt;lutzs@tuscolacounty.org&gt;

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**August 31st - Overdose Awareness Day**

1 message

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Jamie Foster <jamie@achance2change.net>  
To: lutzs@tuscolacounty.org

Tue, Apr 30, 2019 at 2:01 PM

Good Afternoon Shelly,

Thank you for taking my call.

On behalf of the Tuscola County Prevention, Peer 360, A Chance to Change Drug and Alcohol Testing, and LIST we would like to do a candle light vigil on August 31st in honor of Overdose Awareness Day. Please let me know if you need anything further from me.

Thank you!

Jamie - Chief Operations Officers  
A Chance to Change Drug and Alcohol Testing, L.L.C.  
Sanilac County Families Against Narcotics

Cell Phone: (248) 763-8132  
Sandusky Office: (810) 648-9144  
Bad Axe Office: (989) 269-8362  
Caro Office: (989) 286-3700

*"If you dream it, and believe it, you can achieve it"*

