

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA**

**THURSDAY, JULY 17, 2014 – 7:30 A.M.**

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

125 W. Lincoln Street  
Caro, MI 48723

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

- 7:30 A.M. Call to Order – Chairperson Bardwell  
Prayer – Commissioner Bierlein  
Pledge of Allegiance – Commissioner Trisch  
Roll Call – Clerk Fetting  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period  
Consent Agenda Resolution (None)  
New Business
- Update Regarding Dairy Farmers of America
  - EDC Proposal to Assist in Updating County Parks & Recreation Plan  
(See Correspondence #2)
  - EDC Solid Waste Management Plan Update
  - Sheriff Canteen and Kiosk Service Agreements (See Correspondence #3)
  - Sheriff Copy Machine Contract (See Correspondence #4)
  - Five Year County Financial Plan Update (to be presented at meeting)
  - Changes in Remonumentation Grant (See Correspondence #5)
  - Invitation to Indianfields Township Open House (See Correspondence #6)
  - Supreme Court Decision Affecting Court Revenue (See Correspondence #7)
  - Homeland Security Grant Administration
  - Emergency Management Resolution (See Correspondence #8)
  - 2013 Audit Completion
  - Tuscola County Recycling Agreement (See Correspondence #9)
  - Medical Care Facility Foundation (See Correspondence #10)
  - Region 6 Prosperity Meeting Update (See Correspondence #11)
  - HDC Request for Supplemental Funds for Home Delivered Meals (See Correspondence #12)
  - Medical Examiner Web Page
  - Proposal 1 (See Correspondence #13)
- Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

KIRKPATRICK

Thumb Area Consortium/Michigan Works  
Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
Land Acquisition  
MI Renewable Energy Coalition  
MEMS All Hazards  
MAC-Environment Energy Land Use  
Oil/Shale Work Group  
Cass River Greenways Pathway  
Local Unit of Government Activity Report  
Tuscola In Sync  
NACO- Energy, Environment & Land Use

TRISCH

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Behavioral Health Systems Board

ALLEN

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

BIERLEIN

Thumb Area Consortium/Michigan Works  
TRIAD  
Human Development Commission (HDC)  
Tuscola 2020  
Recycling Advisory Committee  
Local Emergency Planning Committee (LEPC)  
Multi County Solid Waste  
Local Unit of Government Activity Report  
Tuscola In Sync

MAC Board of Directors  
Human Services Collaborative Council  
Region VI Economic Development Planning  
MAC-Economic Development & Taxation

BARDWELL

NACo  
NACo Rural Action Caucus  
Economic Development Corp/Brownfield Redevelopment  
Caro DDA/TIFA  
MAC Economic Development/Taxation  
MAC 7<sup>th</sup> District  
Local Unit of Government Activity Report  
MAC – Past President

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

## CORRESPONDENCE

- #1 June 26, 2014 Full Board Minutes
- #2 EDC Proposal to Assist in Updating Parks & Recreation Plan
- #3 Sheriff's Kiosk Services Agreement
- #4 Sheriff's Copy Machine Contract
- #5 Remonumentation Grant Changes
- #6 Invitation to Indianfields Township Open House
- #7 Supreme Court Decision Affecting Court Revenue
- #8 Emergency Management Resolution
- #9 Tuscola County Recycling Agreement
- #10 Medical Care Facility Foundation
- #11 Region 6 Prosperity Meeting Proposal
- #12 HDC Request for Supplemental Funds for Home Delivered Meals
- #13 Proposal 1 Information
- #14 June 19, 2014 Road Commission Minutes
- #15 Lakeshore Legal Aid Region VII Area Agency on Aging Funding Proposal
- #16 Local Saginaw Bay Restoration Projects
- #17 MAC 2014 Annual Fall Conference Registration
- #18 NACo – Summary of July Conference Sessions

*Draft*  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
June 26, 2014 Minutes  
H. H. Purdy Building

Commissioner Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 26th day of June, 2014 to order at 7:30 o'clock a.m. local time.

Prayer – Commissioner Trisch

Pledge of Allegiance – Commissioner Allen

Roll Call – Clerk Jodi Fetting

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

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mike Miller, Charles Kurtansky, Sandy Nielsen, Register John Bishop, Tisha Jones, Vicky Sherry, Representative Kevin Daley, Bob Hirn, Mary Ann Hirn, Margot Roedel, Maggie Root

**Adoption of Agenda**

14-M-100

Motion by Allen, seconded by Bierlein to adopt the agenda. Motion Carried.

14-M-101

Motion by Allen, seconded by Trisch to adopt the meeting minutes from the June 12, 2014 meeting. Motion Carried.

**Brief Public Comment Period -**

-Representative Kevin Daley introduced himself to the Board. He is running for State Senator.

-Charles Kurtansky commented that it was nice to have the full Board at the meeting today.

**Consent Agenda Resolution -**

14-M-103

Motion by Trisch, seconded by Allen that the following Consent Agenda Resolution be adopted. Motion Carried.

**CONSENT AGENDA****Agenda Reference: A****Entity Proposing:** COMMITTEE OF THE WHOLE 6/23/14**Description of Matter:** Move that the 2013 Tuscola County Road Commission Annual Financial Report be received and placed on file.**Agenda Reference: B****Entity Proposing:** COMMITTEE OF THE WHOLE 6/23/14**Description of Matter:** Move that the existing VOIP telephone system be extended from the Purdy to the Annex Building resulting in a significant cost savings. Also, the 2014 equipment budget be amended by \$9,000 to finance the new equipment and installation costs. (This project will be evaluated and assuming full success other similar phone system projects may be implemented for the Courthouse and Sheriff operations with additional cost savings).**Agenda Reference: C****Entity Proposing:** COMMITTEE OF THE WHOLE 6/23/14**Description of Matter:** Move that a letter be submitted by the Board of Commissioners supporting Proposal 1 which will be a ballot question to be voted on later this year that eliminates the "Personal Property Tax" and replaces it with the "Use Tax" to create full revenue replacement to county and local government.**Agenda Reference: D****Entity Proposing:** COMMITTEE OF THE WHOLE 6/23/14**Description of Matter:** Move that the resolution in support of Proposal 1 be approved and send to all appropriate parties.**Agenda Reference: E****Entity Proposing:** COMMITTEE OF THE WHOLE 6/23/14**Description of Matter:** Move that the Sheriff be authorized to hire to fill the vacant Mechanic Position (contingent upon satisfactory physical and background check) in advance of the next Board meeting in order to allow some training time before the current mechanic retires.

**Agenda Reference: F****Entity Proposing:** COMMITTEE OF THE WHOLE 6/23/14**Description of Matter:** Move that the resolution in opposition to the development of an underground nuclear waste facility near Kincardine, Ontario be approved and forwarded to all appropriate parties.**New Business -****-Health Department Annual Report -**

14-M-102

Motion by Trisch, seconded by Kirkpatrick that the 2012/2013 Health Department Annual Report be received and placed on file. Motion Carried.

**-Resolution Honoring Bob Hirn's Service to Tuscola County -**

The Board presented a resolution to Bob Hirn and thanked him for all of his service to Tuscola County.

**-Cost Estimates for Vanderbilt Park Water Extension - Matter Discussed.** Vicky Sherry will research the possibility of obtaining a grant. Vicky Sherry will contact Nick Buggia, Parks & Recreation Chairperson, to work together to update the master plan for the Parks & Recreation Committee.

**-Thumb Works Board Appointments -**

14-M-104

Motion by Bierlein, seconded by Trisch that per the recommendations of Thumb Works that John Welke and Shelli Herford be reappointed to the Thumb Area Community of Commerce/Workforce Investment Development Board. Motion Carried.

**-Sheriff Copy Machine Lease Contract - Matter Tabled.****-Huron County Resolutions -**

14-M-105

Motion by Allen, seconded by Kirkpatrick that the Board of Commissioners send a resolution to all appropriate parties in support of HCR 31 calling for the U.S. Environmental Protection Agency and the Army Corps of engineers to withdraw their proposed rule expanding the definition of "waters of the United States" under the Clean Water Act. Motion Carried.

14-M-106

Motion by Bierlein, seconded by Trisch that the Board of Commissioners send a resolution to all appropriate parties in opposition of HB 5097 & SB 850 in regards to the Public Employee Relations Act. Motion Carried.

**Old Business - None**

**Correspondence/Resolutions -**

-Michigan Municipal Risk Management Authority letter regarding the most recent analysis of net assets.

-Mike Hoagland is working on upcoming budget year.

-Michigan Supreme Court has made a ruling that the Court does not have the right to impose certain fees to Defendants. Donna Fraczek is working on what the impact to Tuscola County will be.

**COMMISSIONER LIAISON COMMITTEE REPORTS**

TRISCH

Board of Health

Planning Commission

Economic Development Corp/Brownfield Redevelopment - EDC is continuing to work with the DFA.

Local Unit of Government Activity Report

Behavioral Health Systems Board - Board meets tonight.

ALLEN

Dispatch Authority Board

County Road Commission

Board of Public Works

Senior Services Advisory Council - Meal on Wheels program is continuing to service area residents.

Mid-Michigan Mosquito Control Advisory Committee

Saginaw Bay Coastal Initiative

Dental Clinic for Indigents

Parks & Recreation

Local Unit of Government Activity Report



BIERLEIN

Thumb Area Consortium/Michigan Works - New Director is working at making forward progress.

## TRIAD

Human Development Commission (HDC)

Tuscola 2020

Recycling Advisory Committee

Local Emergency Planning Committee (LEPC)

Multi County Solid Waste

Local Unit of Government Activity Report - City of Vassar has 4 employees retiring with over 100 years of combined service.

Tuscola In Sync

MAC Board of Directors - At meeting last week, Proposal 1 was discussed.

Human Services Collaborative Council

Region VI Economic Development Planning - At the next meeting an analyst will be held.

MAC-Economic Development & Taxation

Great Start Collaborative - On Saturday, July 12, 2014 at 12:30 p.m. there will be a free family movie at the Strand Theatre.

BARDWELL

NACo - Finishing up roles as serving as Chairperson on various committees.

NACo Rural Action Caucus

Economic Development Corp/Brownfield Redevelopment - Thom works closely with Steve Erickson toward the success of EDC.

Caro DDA/TIFA - July meeting cancelled

MAC Economic Development/Taxation

MAC 7<sup>th</sup> District - Looking to schedule the date and site for the next meeting.

Local Unit of Government Activity Report

MAC – Past President

KIRKPATRICK

Thumb Area Consortium/Michigan Works

Board of Health - Polio is on the rise in the United States again.

Community Corrections Advisory Board

Dept. of Human Services/Medical Care Facility Liaison - Small House project is underway.

Land Acquisition - Meeting scheduled for June 27th to gather more information.

MI Renewable Energy Coalition

MEMS All Hazards

MAC-Environment Energy Land Use

Oil/Shale Work Group - A resident contacted the Controller's Office regarding this topic and Commissioner Kirkpatrick provided assistance.

Cass River Greenways Pathway - July 26th at 8:00 a.m. clean-up will be from the Caro Dam to M-46 to meet at the Cass River Roadside Park on M-46.

Local Unit of Government Activity Report

Tuscola In Sync

NACO- Energy, Environment & Land Use

**Closed Session - None****Other Business as Necessary -**

- Letter has been sent to the Road Commission although a response has not been received yet.
- Region 6 Economic Planning Group will meet on July 8, 2014 at the Thumb Works office.

**Extended Public Comment -**

- Register John Bishop stated there was an article in the state bar journal regarding fracking which provided an overview of the topic.
- Register John Bishop updated the Board regarding the lawsuit that Genesee County filed against Greenstone Farm Credit Services regarding paying transfer tax.
- Charles Kurtanksy asked the Board if Denmark Township has settled on the attorney fees and the fees have not been paid as of yet.
- Clerk Jodi Fetting informed the Board that the City of Vassar would like her to sit on the interview panel and the interviews are tentatively scheduled for next week.
- The Board thanked Representative Daley for attending the meeting today.

Meeting adjourned at 9:07 a.m.

Jodi Fetting

Tuscola County Clerk

Statutory Finance Committee Minutes  
June 26, 2014  
H.H. Purdy Building  
125 W Lincoln St, Caro MI

Meeting called to order at 9:08 a.m.

Commissioners Present: Allen, Bardwell, Trisch, Kirkpatrick, Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Jodi Fetting, Tisha Jones, Representative Kevin Daley, Mike Miller

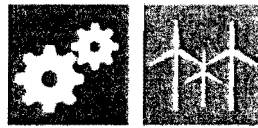
Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 9:10 a.m.

Jodi Fetting  
Tuscola County Clerk

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## Tuscola County Economic Development Corporation

Good Morning Tuscola County Commissioners,

More than 160 years ago a small group of people had a vision of creating a park in a community that had never been thought of before.

For the time the cost of this vision was unheard of, even congress at that time wouldn't dream of spending that kind of money, let alone take out bonds for such a venture. However, the bonds were gained and the park was built.

A few years later Frederick Law Olmsted, a famed landscape architect who created the park, did a 17 year study on the property value immediately adjacent to the park in order to justify the \$13 million dollars spent on its construction. His results were astonishing he discovered that there was a \$209 million dollar increase in the value of the property impacted by the park.

He also added to his study assessment of increased tax revenue as a result of the park and discovered the annual excess of increase in tax from the \$209 million in property value was \$4 million dollars more than the increase in annual debt payments for the land and improvements for the park, in other words, this park made a nice profit for its community.

From an economic development standpoint and from our passion for parks and recreation this story has always been very inspirational, mainly because it reaffirms our belief that when striving to achieve our goals we are only limited by our creativity and innovation.

This is especially true when considering the potential for development of a County Park and Recreation Master Plan for Tuscola County. While we are not suggesting that we invest a large sum of money into parks and recreation we are suggesting that they tend to positively return investment dollars that are put into them.

We believe Parks are critical in the role of preserving natural resources that have real economic benefits for communities. Therefore we would like to propose the creation and development of a 5-year park and recreation master plan for \$5,000. We would work closely with the Tuscola County Park and Recreation Commission, Tuscola County Planning Commission, other Park and Recreation Agencies and Municipalities throughout Tuscola County and our MI Green Thumb Region, as well as our neighboring Counties Park, Recreation, and Trail and Water Way Agencies.

While every effort will be made to adhere to the Michigan Department of Natural Resource (DNR) recommendations of a community recreation and greenway plan we also suggest incorporating a main focus to align with the goal of creating highly sought after Tuscola County public spaces which hit on three aspects – providing social, environmental, and economic benefits. In short we would like to incorporate strategies to create county parks that are fiscally sustainable while being a county destination to residents and visitors.

The Park Plan will also be intended to serve as a guide in the planning of future park and recreation opportunities, services, and implementation such as upgrading and improving Vanderbilt Park, development of new County Parks, and the extension of current and/or creation of County Trail and Water Ways. Implementation strategies will be based on public input and providing social, environmental, and economically sustainable benefits to Tuscola County.

Oh and in case you were wondering what park I mentioned in the story it was Central Park of New York.

429 N. State Street, Suite 102  
Caro, MI 48723  
(989) 673—2849  
((989) 673—2517 fax  
[www.tuscolacountyedc.org](http://www.tuscolacountyedc.org)



## Kiosk Services Agreement

This Agreement, made this 1st day of August 2014, by and between Tuscola County Sheriff's Department, with offices located at 420 Court St. Caro, Michigan 48723 (hereinafter referred to as "Client"), and Canteen Services, Inc. a Michigan corporation with principal offices at 905 N. Church Street, Tekonsha, Michigan 49092 (hereinafter referred to as "Canteen") hereby establishes a Kiosk Services Agreement for a term of five (5) years.

Based on the Kiosk Services needs of Tuscola County the following will be provided by Canteen Services, Inc. for the processing of certain payment-related services, as set forth herein, which will enable Canteen Services to accept payments from Senders for the purpose of transferring payments from such Sender to Customer.:

- Two (2) Deposit Kiosk(s)
- On-line Web Payment Portal (Web)
- Interactive Voice Response System (IVR)

Canteen Services shall repair or replace defective hardware upon notice of such failure to Canteen Services at the phone number or address designated for notice listed below.

Canteen Services  
PO Box 305  
Tekonsha, MI 49092  
877-922-6833

Canteen Services will provide a pin-based prepaid debit card for loading the entire balance of funds in a residents account onto the Release card for immediate use upon release.

### Fees

CLIENT agrees that Canteen Services shall charge Sender's seeking to transfer funds for use by inmates incarcerated at the facility a convenience fee for each transaction as follows:

#### TRUST FUND ACCOUNT OR INMATE PHONE ACCOUNT

A. For **Cash** transactions, Canteen Services will charge Sender a fee of:

- \$2.99 for deposits of \$0.01 to \$100.00
- \$3.95 for deposits of \$100.01 to \$300.00
- \$4.95 for deposits of \$300.01+

B. For **Credit Card/Debit Card** transactions, Canteen Services will charge Sender the base fee (\$2.99 - \$4.95) as outlined above plus 4% of the face amount of each transaction.

## **SELF-RELEASE TRUST (BAIL)**

- A. For **Cash** transactions, Canteen Services will charge Sender a fee of:  
\$4.00 per \$100.00.
- B. For **Credit Card/Debit Card** transactions, Canteen Services will charge Sender:  
\$10.00 plus 8%.

## **BOOKING**

\$3.00 for deposits of \$15.00 and up

**Price Revisions:** The fees charged to Senders will be reviewed at minimum on an annual basis to determine market based competitiveness; changes to existing credit card industry fee standards; and existing federal, state, and local guidelines and will be subject to change at Canteen Services' sole discretion. No price increase shall take place without written notice and consultation with CLIENT at least thirty (30) days prior to the intended rate increase.

**Additional Payment Types:** Canteen Services will be allowed, as mutually agreeable, to add additional payment types at the payment locations, including but not limited to Department of Corrections, Parole and Probation, and other payment types.

## **PROVISIONS OF PAYMENT-RELATED SERVICES**

1. **Systems Interface.** Canteen Services and CLIENT will establish a systems interface that allows for processing of payments directly between the proprietary systems of CLIENT and Canteen Services. CLIENT and Canteen Services shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
2. **Instructions to Sender(s).** CLIENT and Canteen Services will instruct Sender(s) to provide the contracted Inmate Deposit Services Provider with the following information: a) inmate name; b) inmate number (to which payment is to be credited); and, c) the sender's full name and address.
3. **Payment Types and Business Rules.** CLIENT will provide Canteen Services a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Canteen Services will use our default parameters unless CLIENT specifies unique requirements.
4. **Kiosk.** Prior to the installation of any hardware that may be necessary for the payment and/or card services, CLIENT shall provide Canteen Services with information regarding the location on CLIENT'S premises where the Kiosk shall be located. CLIENT shall prepare the site for the kiosk(s), according to Canteen Services' reasonable instructions. Power and Internet connections are CLIENT'S sole responsibility.
5. **Promotion.** Canteen Services and CLIENT shall work together to promote the Canteen Services' service. CLIENT agrees to make its Senders aware of the Canteen Services product through its website and other mutually agreeable means of advertising. Canteen Services will

be allowed to distribute marketing material and promotional material within the facility as well as provide a reference link ("link") from CLIENT'S website to the URL designated by Canteen Services for the sole purpose of promoting the Service.

6. **Title.** Title to all hardware provided by Canteen Services and/or our contracted third party Agent for the purpose of providing payment services shall remain solely that of Canteen Services and/or Agent. Within thirty (30) days of the termination of this agreement or within thirty (30) days of receiving notice from CLIENT of a termination of this agreement, Canteen Services and/or Agent shall, at its own expense, remove all of its hardware from CLIENT'S premises.
7. **Equipment Access.** Canteen Services and/or our contracted third party service provider(s) shall have the right to access the equipment as needed for necessary maintenance (Ex: money pick-ups, repairs, upgrades, replacement, permanent displacement, etc.).

**Kiosk Services Agreement acknowledged by:**

**Tuscola County**

**CANTEEN SERVICES, INC.**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



CANTEEN SERVICES, INC.  
COMMISSARY DELIVERY SERVICES AGREEMENT

Canteen Services

AGREEMENT, effective August 1, 2014 between  
Canteen Services, Inc. a Michigan Corporation ("operator"),  
and Tuscola County Sheriff Department ("client").

**A: FINANCIAL ARRANGEMENTS** - Canteen will operate its Commissary Delivery Services for Client on the basis of a twelve (12) month (52 week) accounting period which comprise its fiscal year. Prices for Products sold through Canteen's Commissary Service shall be determined by mutual consent between Canteen and Client, provided, however, that in the event of material cost changes, whether taxes, labor, merchandise or otherwise, it is understood that Canteen shall have the right unilaterally to adjust said prices to reflect said increases. Canteen will provide unlimited access to the Canteen Manager Smart Client software program, via the internet, to run the Commissary Inmate Accounting Program.

**B: COMMISSION** - Canteen will pay Tuscola County Jail 30% commission on net sales of all products except booking kits, indigent packets, stamps, stamped envelopes and magazines. Commissions are based on the existing federal, state, and local tax structure, including but not limited to sales taxes and any other tax or levy by any level of government which affects the Commissary Delivery Services. In the event of an increase in said taxes or levies, or a change in said tax structure which increases Canteen's liability, increases will be passed on to inmates of Tuscola County as increased per item costs.

**C: KIOSK** - Operator will provide kiosk services under a separate detailed services agreement.

**D: SIGN-ON BONUS** – Canteen will pay Tuscola County Jail an \$8,000.00 sign-on bonus in return for a five (5) year agreement of both Canteen’s commissary and kiosk services. Sign-on bonus to be paid within 15 days of fully executed agreements. In the event that either agreement are cancelled by Client before the five (5) year ending date the sign-on bonus will be pro-rated to the cancellation date and remaining balance to be refunded to Canteen within 15 days.

**E: Term Notices**

If to	Tuscola County	If to	Canteen Services, Inc.
Attention:	Undersheriff – Glen Skrent	Attention:	Jeffrey Tiggelman
	420 Court St.		President – Correctional Services
	Caro, MI 48723		Canteen Services, Inc.
			905 N. Church St.
			Tekonsha, MI 49092

**F: Premises**

Tuscola County Sheriff Department  
420 Court St.  
Caro, MI 48723

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Operator:	Canteen Services, Inc.	Client:	Tuscola County Sheriff Department
By:		By:	
Name:	Jeff Tiggelman	Name:	
Title:	President - Canteen Services Inc.	Title:	
Date:		Date:	



## SECTION 1

### CLIENT'S GRANT TO CANTEEN

Client grants to Canteen, as an independent contractor, the exclusive right to deliver packaged commissary items, except for on-site items as specified by Tuscola County, to the stated correctional facility location shown on the face of this contract (such location hereinafter referred to as the "Premises"), and the exclusive right to deliver to such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client.

## SECTION 2

### CANTEEN'S RESPONSIBILITIES

- A. Pursuant to the provisions of the Agreement, Canteen will deliver commissary items to the premises on a mutually agreed upon basis.
- B. Canteen shall hire all employees necessary for the performance of this Agreement. All persons employed by Canteen will be the employees of Canteen, and not the Client, and will be covered by a fidelity bond. Canteen, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of federal, state or local law.
- C. Canteen agrees that no employees of Client will be hired by Canteen without specific written permission of Client for the period of this Agreement and one (1) year thereafter. Client agrees that, without specific written permission of Canteen, employees of Canteen will neither be hired by Client for the period of this Agreement and one (1) year thereafter.
- D. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or its authorized representative the privilege at a reasonable time of inspecting, examining and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangement set forth in Item A. The cost of such inspection, examination and audit shall be the sole expense of the client, and such inspection, examination and audit shall be conducted at the Canteen location where said records are normally maintained, unless otherwise mutually agreed.
- E. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

## SECTION 3

### CLIENT'S RESPONSIBILITIES

- A. Client shall maintain its facilities where the Commissary Delivery is performed in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty

and the specific duty clauses thereof, or any similar federal, state or local law or regulation to the extent it is within the Client's control.

- B. Client shall make payment to Canteen Services, Inc. weekly unless alternate timetable is mutually agreed to.

## SECTION 4

### INDEMNIFICATION: INSURANCE

- A. Canteen shall indemnify Client against any loss, damage, injury or death caused by Canteen's negligent acts or omissions or the negligent acts or omissions of Canteen's agents or employees, or losses, damages, injuries or death caused by Canteen's negligence and arising out of the consumption or use of the Products sold, provided, however, that nothing contained herein shall require Canteen to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of client, its agents or employees.
- B. Canteen's obligation to hold the Client harmless pursuant to this Agreement shall depend upon the Client promptly notifying Canteen, in writing, of any such claims or losses against either Canteen or Client, but in no event later than thirty (30) days after the date Client first received notice of such claim or lawsuit, and forwarding to Canteen the summons, complaint and all other documents which relate to said claim or lawsuit no later than thirty (30) days after the Client was served with such documents. Failure of Client to notify Canteen of such claims or lawsuit within said thirty (30) day period shall release Canteen of any and all responsibilities and liabilities under this Agreement to indemnify and hold Client harmless.
- C. Canteen shall procure and maintain the following insurance:
- 1) Worker's Compensation Insurance as prescribed by the laws of the State of Michigan;
  - 2) Automobile and Comprehensive General Liability Insurance, including products and contractual liability, of \$1,000,000.00 for any occurrence in which bodily injury or property damage are alleged.

## SECTION 5 COMMENCEMENT AND TERMINATION

This Agreement shall become effective as is stated on the face of this contract and shall remain in force for a period of five (5) years, unless sooner terminated as herein provided.

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 6 hereof, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel

the Agreement effective ten (10) days after the end of said sixty (60) day period.

Client further agrees that if, upon notification in writing by Canteen, Canteen's Commissary Services are not returning a fair and equitable profit, Client and Canteen fail to agree upon new financial arrangements satisfactory to Canteen within thirty (30) days of said notification, the Agreement may thereupon be terminated by Canteen effective ten (10) days after the end of the thirty (30) day period.

## SECTION 6

### EXCUSED PERFORMANCE

In case of performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of war, public disturbances, fires, floods, Acts of God, or any other reason whatsoever which is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such case continues.

## SECTION 7

### ASSIGNMENT

Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

## SECTION 8

### ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Delivery Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

## SECTION 9

### MICHIGAN STATE LAW

This Agreement shall be governed by, construed and enforced by the laws of the State of Michigan.

**Mike Hoagland**

---

**From:** Glen Skrent [ggs@tuscolacounty.org]  
**Sent:** Friday, June 27, 2014 11:49 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** FW:

**Attachments:** Tuscola County Commissary 072014.pdf; Tuscola County Kiosk Services Agreement 072014.pdf

I would like to also present this proposal to the board for continuing with Canteen for inmate commissary and getting the kiosks. I believe it's the best option for us. So this contract and the copy machine contract I believe needs BOC approval.

---

**From:** Barbara Null [mailto:barbara@pcsmichigan.com]  
**Sent:** Wednesday, June 25, 2014 1:34 PM  
**To:** 'Glen Skrent'  
**Subject:** RE:

Attached are both the proposed commissary and the kiosk agreements. Please let me know if you have any questions.

Thanks!

*Barbara Null*  
Accounting Administrator

Canteen Services  
905 N. Church Street  
PO Box 305  
Tekonsha, MI 49092  
Phone 877-922-6833, option 4  
Fax 206-338-3194  
[barbara@pcsmichigan.com](mailto:barbara@pcsmichigan.com)

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---

**From:** Glen Skrent [mailto:ggs@tuscolacounty.org]  
**Sent:** Wednesday, June 25, 2014 1:24 PM  
**To:** [barbara@pcsmichigan.com](mailto:barbara@pcsmichigan.com)  
**Subject:**

If you sent me a email direct instead of thru Robin it has not come in.



# brady's business systems

**COPIERS • PRINTERS • NETWORKING • OFFICE SUPPLIES**

## Managed Print Services

### *Tuscola County Sheriff's Office*

420 Court Street #1  
Caro, MI 48723

Date: June 25, 2014

Prices quoted are not valid until approved by an authorized BBS agent and is firm for 30 days or based on availability from above date.

Prepared by: Karey Miller

For: Glen Skrent

PH: (989) 673-8161 ext. 2225

ggs@tuscolacounty.org

## Equipment Solution

Qty	Make	Description	Location
1	Kyocera ECOSYS M3560idn MFP	62 ppm, Network Print, Color Scan, Fax, 50 sht RADF, (2) 500 sht Drawer, 100 MPT, Duplex, Sort, Stand	Main
1	Kyocera ECOSYS M3540idn MFP	42 ppm, Network Print, Color Scan, Fax, 50 sht RADF, (2) 500 sht Drawer, 100 MPT, Duplex, Sort, Stand	Downstairs
Term:			63 Months

## MPS Usage Contract

- Minimum 10,000 B/W images billed at \$0.04130 per month. Payment = \$413 based on this volume and rate. Rate is adjusted to include manufacturer credit.
- RATES GUARANTEED NOT TO INCREASE OVER TERM.**
- Includes FM Audit software at no additional fee.
- Additional images billed quarterly at above rate per image.
- Covers all parts, labor, toner, drums and waste toner bins. Excludes paper and staples.
- Excludes one time documentation fee (credited), applicable insurance & taxes
- Includes any applicable discounts and trade-in values.

bbs responsible for prior lease: No

Tax exempt: No

### Local Service and Supplies Guaranteed!

**Includes Set-up, Delivery & Training at no additional charge**

The undersigned agrees to the terms and conditions set forth above and in witness thereof hereby executes this agreement. For your convenience this quotation becomes an order when signed within firm quotation period.

By: \_\_\_\_\_  
(Authorized Customer Signature)

**BBS AGENT:** \_\_\_\_\_  
(Authorized BBS Signature)

By: \_\_\_\_\_  
(Print Name & Title)

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

G-8173 Embury Road  
Grand Blanc, MI 48439  
PH (810) 606-0080  
FX (810) 603-2087

**brady's business systems**

(A Stockton Financial Services, Inc. company)

4265 E Holland Rd  
Saginaw, MI 48601  
PH (989) 792-2041  
FX (989) 921-2202



# brady's business systems

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## Managed Print Services Program Change Option:

**REVIEW PERIOD:** At six months from contract inception and every six months thereafter or upon your request, we will review the output volume and equipment needs.

**REVIEW ACTION:** If the output volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, we will present pricing options to conform to a new volume.

**ACTION:** An upward or downward adjustment of the Monthly Minimum Volume may result in a new Agreement being signed which will end your current Agreement.

Downward adjustments to Minimum Monthly Volume commitments will result in a higher rate per image. However, volume reductions may result in lower monthly payments depending on the reduction in Monthly Minimum Volume.

**EQUIPMENT CHANGES:** In the event your equipment needs change, whether from feature needs or as determined by service, we can change equipment upon the six month review. If an equipment adjustment needs to take place, a new agreement may need to be signed which will end your current agreement. However, it may result in a higher rate per image if the equipment is of a larger class segment device or if additional features are needed.

**SCANS (Optional):** Scans are included for free based on print output volume. In the event that scan volume exceeds output volume, or scan feature needs change, scanned images may be treated separately from printed images, in order to accommodate these changes. Changes will be recommended at the six month review, or upon you request.

By: \_\_\_\_\_  
(Authorized Signature)

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

By: \_\_\_\_\_  
(Print Name)

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

G-8173 Embury Road  
Grand Blanc, MI 48439  
PH (810) 606-0080  
FX (810) 603-2087

**Brady's Business Systems**  
(A Stockton Financial Services, Inc. company)

4265 E Holland Rd  
Saginaw, MI 48601  
PH (989) 792-2041  
FX (989) 921-2202



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF CONSTRUCTION CODES  
IRVIN J. POKE  
DIRECTOR

STEVE ARWOOD  
DIRECTOR

## Memorandum

**DATE:** July 1, 2014

**TO:** Grant Administrators and County Representatives

**FROM:** Chris Beland, P.S., Director *CB*  
Office of Land Survey and Remonumentation

**SUBJECT:** 2014 Grant Compliance and Filing

In light of the recent amendments to the 1990 PA 345, the State Survey and Remonumentation Act, we are providing the following information to assist you in ensuring compliance with 2014 grant reporting requirements.

**MCL 54.269b** requires that Peer Review Group members be appointed by the County Board of Commissioners. The county will need to provide our office with a copy of the Board of Commissioners' proof of appointment for each peer review group member, retroactive to June 12, 2014.

**MCL 54.268(2)(a)(iii)** requires that counties file geodetic coordinates, latitude and longitude, for each corner. Counties completing coordinate work under their 2014 grant agreement are required to provide **actual**, not approximate, geodetic values to the nearest 0.0001 seconds as part of their report and upload data file.

Also, counties now have an option to submit their LCRCs in an electronic format through the State of Michigan's Data Exchange Gateway. If you are interested in using this service please contact our office and we will coordinate access to the account.

If you have any questions, please contact our office at 517-241-6321 or [bccolsr@michigan.gov](mailto:bccolsr@michigan.gov).

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# Indianfields Township

---

Township Hall: 1633 Mertz Road • Caro, MI 48723 • PH. (989) 673-3416 • FAX (989) 673-8343

## **SPECIAL INVITATION**

**Indianfields Township cordially invites you to attend an Open House at our new facility at 1633 Mertz Rd. (M-24) Caro, Mich. on Saturday July 26, 2014 from 10:00 am til 2:00 pm.**

**It will be an opportunity to view our new facilities and meet with Township Officials. We sincerely hope you are able to attend, however if unable you are welcome to attend any time the offices are open. We would be pleased to see you at our Open House.**

**Sincerely,**

**Indianfields Township Board**

**Mike Hoagland**

---

**From:** Mike Hoagland [mhoagland@tuscolacounty.org]  
**Sent:** Tuesday, July 08, 2014 4:49 PM  
**To:** Fraczek Donna (dfraczek@tuscolacounty.org)  
**Cc:** Clayette Zechmeister (Clayette Zechmeister); Senator Mike Green (senmgreen@senate.michigan.gov); (terrybrown@house.mi.gov); Deena Bosworth (Bosworth@micounties.org); Glaspie Judge (d71bglaspie@gmail.com); Gierhart Amy (agierhart@yahoo.com); Nancy Thane Judge (Nancy Thane); Bierlein Matthew (mbierlein@tuscolacounty.org); Kirkpatrick Craig (ckirkpatrick@tuscolacounty.org); Roger Allen (beetman95@yahoo.com); Tom Bardwell (tbardwell@hillsanddales.com); Trisch Christine (ctrisch@tuscolacounty.org)  
**Subject:** FW: Special Alert: Cunningham Court Cost Case Update on Retroactivity

Donna

Have you been able to estimate the financial impacts to Tuscola of the Cunningham ruling. I am concerned as to county revenue losses. I am sure MAC and others will need the help of the courts to resolve the problem that has been created. Have our courts stopped collecting certain fines and costs? Will you serve as the contact person for MAC? Do you have any other updates regarding this matter.

Thank you.

Mike

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

---

**From:** Michigan Association of Counties [mailto:steffee@micounties.org]  
**Sent:** Tuesday, July 08, 2014 9:41 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Special Alert: Cunningham Court Cost Case Update on Retroactivity

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

<b>Special Alert</b>
----------------------



July 8, 2014

## **Cunningham Court Cost Case - Update on Retroactivity**

MAC thanks you for your interest and engagement on the recent Michigan Supreme Court decision in the case of People v. Cunningham. The Court held that a trial court improperly imposed court costs on a defendant and that a court does not have independent authority to set court costs. MAC recognizes the tremendous impact this will have on counties and local courts, and is hard at work with the executive and legislative branches to find a solution to this critical issue.

A top priority for many courts is to understand whether or not this ruling will apply retroactively. MAC's Legal Counsel, Peter Cohl of Cohl, Stoker and Toskey, states "In our opinion, any court orders imposing costs prior to June 18, 2014, remain in full effect and enforceable until either modified or vacated by the trial court or an appellate court. We believe there is no present legal basis for an across the board 'cancellation' of costs imposed prior to June 18, 2014, for all or any sub-class of persons which court costs were imposed prior to June 18, 2014, nor is there any present legal basis for the clerk or court to refuse to accept any payments from persons to whom court costs were imposed prior to June 18, 2014." Cohl suggest that courts and clerks "investigate the creation of and deposit of such sums in an escrow account for payments by current probationers and persons with current appeals pending in the event that an appellate court determines that Cunningham is fully retroactive." The full legal opinion issued by Peter Cohl is attached. This opinion and attachment is authorized for use by MAC by Chief Judge David J. Reader of Livingston County.

To better advocate on behalf of all counties, it is important to hear about the unique impact this will have on each local court. Please designate an appropriate contact to communicate with us about your county's concerns. In many cases, your court administrators will be the best



connection. To counteract the argument that courts are using unfettered and arbitrary discretion in levying court costs on defendants, providing details on your cost calculations will be helpful. Please submit to Dana Gill [gill@micounties.org](mailto:gill@micounties.org), and Casey Steffee [steffee@micounties.org](mailto:steffee@micounties.org):

- What is the estimated annual fiscal impact of this ruling for your county?
- Which costs are for district courts and which are for circuit?
- How are your costs determined? What formula was used to determine "costs"?
- Were there typically uniform standards within the same court for the same case types? Is there any variation between your circuit/district courts? How much variation existed?
- What is the typical range of cost charges? Do you know if there is considerable variation from jurisdiction to jurisdiction?
- How much of this money is used to fund the courts and how much goes back to support other county expenses?
- How will your county deal with this revenue loss if a legislative change is not made?

Communicating to your State Representatives and Senators on the serious and immediate need for action on this issue is important. Please contact them today!

The Michigan Association of Counties (MAC) founded on February 1, 1898, is the only statewide organization dedicated to the representation of all county commissioners in Michigan.

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

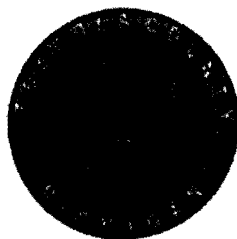
**Michigan Association of Counties**  
 935 N. Washington Avenue  
 Lansing, Michigan 48906  
 Tel: (800) 258-1152 or (517) 372-5374  
 Fax: (517) 482-4599  
[www.micounties.org](http://www.micounties.org)



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# County of Tuscola Emergency Management Resolution



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Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners

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Date

---

Steven Anderson, Emergency Management Coordinator  
Office of Emergency Management

---

Date

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## COUNTY OF TUSCOLA EMERGENCY MANAGEMENT RESOLUTION

### ARTICLE 1 - Intent and Purpose

Section 101. It is the intent and purpose of this resolution to provide for mitigation, preparedness, response, and recovery from natural and human-made disasters within the County of Tuscola; to establish an organization providing a means for effective utilization and coordination of the County's resources during periods of emergency and disaster; and to provide a means through which the Tuscola County Board of Commissioners may exercise the authority and discharge the responsibilities vested in them by this resolution and Act 390 of the Public Acts of 1976, as amended.

Section 102. This resolution does not relieve any elected official or County department of the normal responsibilities or authority given by general law or local ordinance, nor does it supersede the work of the American Red Cross or other volunteer agencies organized for relief during disaster.

### ARTICLE 2 - Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

- (a) "Act" means the Michigan Emergency Management Act, No. 390 of the Public Acts of 1976, as amended. (Amended, Act No. 50 of the Public Acts of 1990; Act No. 267 of the Public Acts of 2006)
- (b) "Chairman" shall mean the Chairman of the County Board of Commissioners; and "Board" shall mean the Tuscola County Board of Commissioners.
- (c) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including, but not limited to; fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.
- (d) "Disaster relief force" means all agencies of the County, cities, and township governments, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the Tuscola County Emergency Action Guidelines as having duties to perform or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.
- (e) "District Coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between the Office of Emergency Management and the Michigan Department of State Police, Emergency Management and Homeland Security Division in all matters pertaining to emergency and disaster situations.

- (f) "Emergency Management Coordinator" or "Coordinator" means the person appointed to coordinate all matters pertaining to emergency management and homeland security within Tuscola County. The responsible head of the Tuscola County Office of Emergency Management, appointed as prescribed in this resolution.
- (g) "Emergency Management Program" means a program established to coordinate mitigation, preparedness, response and recovery activities for emergency, disaster and homeland security situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements as established by the Department of State Police, Emergency Management and Homeland Security Division. The Tuscola County Office of Emergency Management conducts this program.
- (h) "Emergency Action Guidelines" means the plan developed and maintained by the County for the purpose of responding to emergency or disaster situations by identifying and organizing the disaster relief force.
- (i) "Emergency Management Volunteer" shall mean any person duly registered and appointed by the Emergency Management Coordinator and assigned to participate in disaster relief activity.
- (j) "Governor's State of Disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal program affected.
- (k) "Governor's State of Emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (l) "Heightened State of Alert" means an executive order or proclamation by the Governor that authorizes the Governor to safeguard the interests of the state, to prevent or respond to acts of terrorism, or to facilitate the apprehension of terrorists, for a specific period of time, using powers provided in Act 390 of 1976 as amended, when good cause for such an order or proclamation exists.
- (m) "Local State of Emergency" means a declaration by the Chairman of the Tuscola County Board of Commissioners. This declaration implements the response and recovery aspects of the Tuscola County Emergency Action Guidelines and authorizes certain actions as described in this resolution.
- (n) "National Incident Management System NIMS" means a core set of doctrine, concepts, principles, terminology and organizational processes as established by the United States Department of Homeland Security to enable effective, efficient and collaborative incident management at all levels of government.

- (o) "Public Health Preparedness Coordinator" means the individual within the Department of Public Health designated to coordinate preparation and response to emergencies that potentially threaten the health of local residents.
- (p) "Vital Records" means those records that contain information needed to continue the effective functioning of a government entity (jurisdiction, agency, or department) and for the protection of rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

### **ARTICLE 3 - Organization for Emergency Management**

**Section 301.** The Chairman, with the approval of the Board, is hereby authorized and directed to create an organization to prepare for community disasters utilizing to the fullest extent existing agencies within the County. The Chairman, as executive head of the County government, shall be responsible for their organization, administration and operation, working through the Emergency Management Coordinator.

**Section 302.** The organization for emergency management shall consist of the following:

- (a) An Office of Emergency Management established within County government. The Office of Emergency Management shall have an administrative head appointed who is known as the Emergency Management Coordinator. Such assistants and other employees as are deemed necessary for the proper functioning of the organization will be appointed.
- (b) The employees, equipment and facilities of all County departments, boards, institutions and commissioners suitable for or adaptable to emergency management activities may be designated as part of the total disaster relief force. Such designations shall be by the Chairman with the approval of the Board.

**Section 303.** All officers and employees of departments, commissions, boards, institutions and other agencies of the County government designated by the Chairman, with the approval of the Board, as disaster relief forces shall cooperate with the Emergency Management Coordinator in the formulation of the Emergency Action Guidelines, and assist the Coordinator in all matters pursuant to the provisions of this resolution.

**Section 304.** All disaster relief forces of County government as described in Section 303 shall comply with and operate under the published standards, guidelines and compliance protocols of the National Incident Management System as provided by the U.S. Department of Homeland Security.

### **ARTICLE 4 - Emergency Management Coordinator; Assistants; Deputies**

**Section 401.** The Chairman, with the approval of the Board, shall appoint an Emergency Management Coordinator who shall possess the personal attributes, experience, and training prescribed by the Emergency Management Coordinator job description approved by the Board and maintained by the Human Resources Department. The Emergency Management Coordinator acts on behalf of, and at the direction of, the Tuscola County Board of Commissioners.

Section 402. The Coordinator shall appoint and provide for the training of assistants to fill the following volunteer positions within the disaster relief force:

- (a) Public Information Officer
- (b) Radio Officer (Radio Amateur Civil Emergency Services)

**ARTICLE 5 - Board Chairman: Powers and Duties**

Section 501. The Chairman may exercise the emergency power and authority as specified herein. Whenever a situation requires, or is likely to require that the Chairman invoke such power and authority, he shall, as soon as reasonably expedient, convene the Board to perform its legislative and administrative duties as the situation demands, and shall report to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the Board unless specifically provided herein.

Section 502. Under the following circumstances, the Chairman may assemble and utilize the disaster relief forces, and he may prescribe the manner and conditions of their use:

- (a) Whenever, on the basis of information received from authoritative sources, he feels that a large-scale disaster or emergency in the County or state is imminent.
- (b) During any period of disaster in the County or state and thereafter as long as he shall deem it necessary.

Section 503. Whenever, the Chairman finds that any condition in the County has attained, or threatens to attain, the proportions of a major disaster, he may assemble and utilize disaster relief forces and he may prescribe the manner and conditions of their use. The Chairman, with the approval of the Board, is hereby empowered to enter into mutual aid agreements with other public and private agencies for reciprocal aid and assistance during disasters that are beyond local capabilities and resources. He may, when he deems it in the public interest, send disaster relief forces of the County to the aid of other communities stricken by disaster as provided by mutual aid agreements; provided, that after the Board convenes, the future continuance of any such disaster relief and the period thereof shall be subject to action of the Board.

Section 504. The Chairman, with the approval of the Board may make regulations permitting the Coordinator and his deputies and assistants to assemble and utilize disaster relief forces and provide aid as prescribed in Sections 502 and 503.

Section 505. When obtaining formal approvals would result in delay of relief activity, the Chairman may, until the Board convenes, waive procedures and formalities otherwise required pertaining to the performance of public works, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase and distribution of supplies, materials and facilities and expenditure of existing funds, and the Board is also empowered to waive any such procedures and formalities.

Section 506. The Chairman, with the approval of the Board, shall establish procedures for the succession of government during disasters where officials are unavailable for exercising the powers and discharging the duties of their respective offices. The instituted line of succession is as follows:

- (a) Chairman of the Tuscola County Board of Commissioners
- (b) Vice Chairman of the Tuscola County Board of Commissioners
- (c) Chairman of the Tuscola County Finance Committee
- (d) Chairman of the Tuscola County Building and Grounds Committee

Section 507. If a state of disaster or emergency or heightened state of alert is declared by the Governor, the Chairman may assign and make available for duty the employees, property, or equipment of the County of Tuscola within or without the physical limits of the County of Tuscola as ordered by the Governor or the Director of the Michigan Department of State Police in accordance with the Act.

#### **ARTICLE 6 - Governor Declaration Request**

Section 601. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the Chairman determines that the situation is beyond the control of the County, he or she may request the Governor to declare that a state of disaster or state of emergency exists in the County in accordance with the Act. This shall be done by immediately contacting the Emergency Management Coordinator who shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and scope of the disaster or emergency, and they shall recommend State personnel, services, and equipment required for its prevention, mitigation, or relief.

#### **ARTICLE 7 - Emergency Management Coordinator**

Section 701. The Emergency Management Coordinator shall comply with standards and requirements as established by the Department of State Police, Emergency Management and Homeland Security Division, under the authority of the Act, in accomplishing the following:

- (a) Direct and coordinate the development of the Tuscola County Emergency Action Guideline.
- (b) Specify departments or agencies that must provide an annex to the plan or otherwise cooperate in its development.
- (c) Identify departments and agencies to be included in the Emergency Action Guidelines as part of the disaster relief force.
- (d) Develop and maintain data concerning available resources.
- (e) Coordinate the recruitment, appointment, and utilization of volunteer personnel.
- (f) Assure the emergency management program meets eligibility requirements for state and federal aid.



- (g) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Action Guidelines.
- (h) Through public information programs, educate the population of actions necessary for the protection of life and property in an emergency or disaster.
- (i) Assist in the development of mutual aid agreements.
- (j) Ensure the development of necessary standard operating procedures that are consistent with the Emergency Action Guidelines.
- (k) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Action Guidelines.
- (l) Coordinate emergency management activities with all municipalities in Tuscola County, surrounding counties and municipalities, and the State.
- (m) Coordinate all preparedness activities, including maintenance of Emergency Operations Centers, and the mobile communications and command vehicle.
- (n) Identify mitigation opportunities within the county and encourage local units of government, departments and agencies to implement mitigation measures.
- (o) Maintain the Tuscola County Hazard Mitigation Plan in cooperation with local units of government.
- (p) Share information and coordinate planning, training and exercise activities as appropriate with the Public Health Preparedness Coordinator.

#### **ARTICLE 8 - Volunteers; Appointment; Records**

**Section 801.** Each department, commission, board, or other agency of County government is authorized to appoint volunteers to augment its personnel in time of emergency to implement functions assigned in the Emergency Action Guidelines. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made.

**Section 802.** The Emergency Management Coordinator may enlist volunteer citizens to form the personnel of an emergency service for which the County has no counterpart, or to temporarily augment personnel of the County engaged in emergency activities. The Coordinator shall maintain formal records of all such volunteers for workman's compensation purposes.

## **ARTICLE 9 - Rights of Disaster Relief Force**

**Section 901.** In accordance with the Act, personnel of the disaster relief force while on duty shall have the following rights:

- (a) If they are County employees or employees of other governmental agencies, regardless of where serving, they have the powers, duties, rights, privileges, and immunities, and receive the compensation incidental to their employment.
- (b) If they are not employees of the County or other governmental agency, they are entitled to the same rights and immunities as provided by law for the employees of the state.

## **ARTICLE 10 - Temporary Seat of Government**

**Section 1001.** The County of Tuscola shall provide for the temporary movement and re-organization of essential government offices in the event that existing facilities cannot be used. Procedures for this purpose shall be provided for in the County of Tuscola Continuity of Operations Plan.

## **ARTICLE 11 - Liability**

**Section 1101.** As provided for in the Act and this resolution, the County, or the agents or representatives of the County, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act or omission arising out of and in the course of the person's good faith rendering of that activity, unless the person's act or omission was the result of that person's gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise be entitled to under the worker's compensation law, any pension law, or act of Congress will not be effected as a result of said activity.

This Section is intended to be a description of the statutory declaration of liability as found in Act 390 of the Public Acts of 1976, as amended. In the case of any conflict between this Section and the statutory provisions, the statutory provisions shall prevail over the description contained in this Resolution.

**Section 1102.** As provided for in the Act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the County a license or privilege, or otherwise permits the County to inspect, designate, and use the whole or any part or parts of the real estate or premises for the purpose of sheltering persons during an actual, impending, mock, or practice disaster, together with his or her successors in interest, if any, is not civilly liable for negligently causing the death of, or injury to, any person on or about the real estate or premises under the license, privilege or permission or for loss or damage to the property of the person.

This Section is intended to be a description of the statutory declaration of liability as found in Act 390 of the Public Acts of 1976, as amended. In the case of any conflict between this Section and the statutory provisions, the statutory provisions shall prevail over the description contained in this Resolution.

**ARTICLE 12 - Severability**

Section 1201. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or any part thereof, other than the section, clause, or provision so declared to be, invalid.

**ARTICLE 13 - Repeals**

Section 1301. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

**ARTICLE 14 - Effective Date**

Section 1401. This resolution shall have immediate effect.

# Tuscola County Recycling Materials Agreement 2014

Tuscola County will accept the listed recyclable material from Diva Disposal, from their curb side collection program. This material is collected from Tuscola County residents.

Therefore, the parties agree as follows:

## I Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

A. "Center" shall mean Tuscola County Recycling Center.

B. "Contractor" shall mean Diva Disposal

C. "Accepted Material" shall include the following materials:

- # 1PET Bottles
- #2 HDPE Natural Bottles
- #2 HDPE Color Bottles
- Tin/Aluminum Cans
- Clear Glass/jars Bottles only
- Steel and Aluminum
- Newsprint
- Junk Mail
- Office paper
- Magazines
- Corrugated and box board
- #6 Polystyrene

## II Scope of Services.

1. **Center.** The Center will provide the equipment and staffing to handle the accepted material delivered by Diva Disposal.

2. **Hours of operation.** Material will be accepted between the hours of 8 am and 3 pm Monday - Friday.

3. **Contamination.** During the unloading of the Contractors Recycling Trailer Center may reject or revoke acceptance of any material that does not qualify as Accepted Material or which, in the Centers sole opinion and judgment, contains radioactive materials, hazardous waste or other contaminants which would alter the hazard, risk or cost assumed by the Center or cause the Center to be in violation of or non-compliance with any applicable law or regulation (such material being referred to herein as "Contaminated Material"). Contractor agrees to take back any and all unaccepted material before they leave the Center. In the event Contractor rejects acceptance of Contaminated Material, Contractor shall reimburse Center for any fees paid by Center as a result of the Contaminated Material, including any increased disposal fees incurred by the Center, and Contractor shall pay Center reasonable charges for the handling, analysis, transportation, necessary repackaging and time involved.

4. **Tipping fees.** Tuscola County Recycling will wave any tipping fees for the term of this contract.

5. **Revenue from Material.** For the term of this contract any revenue from the sale of the accepted material will belong to the Center.

### **III Transport, Processing**

#### **A. Transportation of Materials.**

Diva Disposal shall provide all needed transportation of the accepted materials on to the Center. Accepted material must be presorted and not comingled.

#### **B. Processing.**

Tuscola County Recycling will provide the processing for the accepted material for the recycling markets.

### **IV Term and Termination.**

#### **A. Term.**

The term of this Agreement shall be from July 14<sup>th</sup>, 2014 to October 14<sup>th</sup>, 2014 unless terminated in accordance with Paragraph B below.

**B. Termination without Cause.** This Agreement may be terminated without cause by either party upon written 15 day notice to terminate.

**V. Liability**

Contractor agrees to indemnify, defend and hold harmless Center, including Tuscola County and its officials, employees and agents from and against any and all claims, suits, causes of action, liabilities, losses, injuries, deaths, damages or expenses (including attorney fees and costs), which may hereafter be made or asserted against Center due to or arising from (i) Contractor's breach of any term or provision of this Agreement; or (ii) any negligent or willful act or omission of Contractor or its employees or agents in the performance of this Agreement.

Contractor certifies and warrants that (i) Contractor owns the materials to be transferred to Center for recycling; (ii) Contractor is not prohibited in any manner from transferring possession of or title to such materials to Center; (iii) Contractor will inform Center of any hazards and risks known to or learned by Contractor in relation to the handling, transportation, storage, and recycling of the materials; and (iv) title to the material shall pass to Center upon its acceptance of the material at its facility, except for Contaminated Material as provided in Section II, Paragraph 3 of this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

County of Tuscola:

\_\_\_\_\_  
Thom Bardwell  
Board Chair

\_\_\_\_\_  
Mike Miller  
Recycling Coordinator

Diva Disposal

\_\_\_\_\_

\_\_\_\_\_  
Title

Date \_\_\_\_\_

**Mike Hoagland**

**From:** Mike Hoagland [mhoagland@tuscolacounty.org]  
**Sent:** Wednesday, June 25, 2014 9:08 AM  
**To:** Clayette Zechmeister (Clayette Zechmeister); Patricia Gray  
**Cc:** Margot Roedel (Margot Roedel); Patricia Gray; Kirkpatrick Craig (ckirkpatrick@tuscolacounty.org)  
**Subject:** Foundation  
Pat and Clayette

The Medical Care Facility is considering establishing a foundation so that the public can make contributions. Would the proceeds from this foundation be administered by the County Treasurer or would this be separately administered by the Medical Care Facility. Would you please contact Margot Roedel and Maggie Root to further discuss this matter to assure that the accounting and administration for the foundation is being done in accordance with the law and accounting standards. I do not believe the county has ever established a true foundation. I am not sure if the Medical Care Facility has discussed this with their auditors and legal representatives. Perhaps this would be a good place to start.

Mike

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

**Mike Hoagland**

---

**From:** Gunsell, Alberta [AGunsell@co.genesee.mi.us]  
**Sent:** Wednesday, July 02, 2014 11:45 AM  
**Subject:** Region 6 Updates  
**Attachments:** 6-23-14.docx; Region 6 Listening Tour Contact Info.xlsx

Hi everyone,

Thank you to those that attended the Region 6 Steering Committee meeting last week. Attached are the meeting notes from that meeting.

There are several items I would like to note from that meeting and since that meeting:

- Carl Osentoski from the Sanilac and Huron Economic Development Corporation was voted Chair and John Barsalou from Bishop International Airport was voted Vice-Chair of the Region 6 Steering Committee. I would like to thank them both for stepping up and taking on these important roles for Region 6!
- Upjohn Institute passed out a first draft of potential stakeholders to be involved in the listening tour. That spreadsheet, which is a work in progress, is attached. If you see names missing from that stakeholder list, please let me know and I will pass the information on to the folks at Upjohn.
- **ADDITIONAL MEETING** - There will be a **July 24, 2014** Steering Committee meeting at **10:00 a.m. at the Lapeer County Health Department**. This meeting has been added after discussions with Upjohn Institute and the Chair and Vice-Chair. I will send out a reminder and an agenda for that meeting about a week before.
- We will also be meeting as planned on **August 14, 2014 at 10:30 A.M. Location TBD**.
- There is a two-day charette planned for **October 2<sup>nd</sup> and 3<sup>rd</sup>**. Please mark your calendars and set-aside these two days as Upjohn will be leading the Region 6 Steering Committee in developing the complete outline of the regional plan including goals, objectives and strategies.

If you have any questions please call or email me.

Have a great holiday weekend!

Anna Pinter, Planner III  
 Genesee County Metropolitan Planning Commission  
 ph: (810) 766-6542

Alberta Gunsell, Secretary

7/3/2014



## SUMMARY OF REGION 6 – REGIONAL PROSPERITY MEETING

The Region 6 Regional Prosperity Steering Committee met at 2:30 p.m. on Monday, June 23, 2014, at the Lapeer County Health Department.

**PRESENT:** Carl Osentoski, Cheryl Clark, Deb Loader, Dyle Henning, Geoffrey Donaldson, Jane Fitzpatrick, Janice Karcher, John Barsalou, John Hoffmann, Jody Kerbyson, Justin Horvath, Mary Ann Ketels, Patricia Lucas, Robb Falls, Robert McLaren, Stephen Erickson, Thomas Crampton, Tricia Walding, Jim Robey, Don Edgerly, George Erickcek, Anna Pinter and Alberta Gunsell

Ms. Pinter called the meeting to order at 2:30 p.m.

### **I. Election of Chair and Vice-Chair**

Ms. Pinter stated that the first item of business is to elect a Chairperson and Vice-Chairperson. The slate for officers was Carl Osentoski for Chairperson and John Barsalou for Vice-Chairperson. At this time Ms. Pinter opened up the meeting for nominations from the floor. There was no response. Ms. Pinter repeated the opportunity twice more with no response.

Action Taken: Motion by John Hoffman, supported by Patricia Lucas, to close the nominations for officers and to approve Carl Osentoski as Chairperson and John Barsalou as Vice-Chairperson by a unanimous vote.

MOTION CARRIED UNANIMOUSLY

The steering committee members introduced themselves at this time.

Ms. Pinter turned the meeting over to Chairperson Osentoski.

### **II. CEDS Coordination Update**

#### **A. Carmine Avantini, CIB Planning**

Justin Sprague covered this item in his presentation.

#### **B. Justin Sprague, Flint & Genesee Chamber**

Mr. Sprague stated that, in conjunction with Carmine Avantini from CIB Planning, the Flint & Genesee Chamber is in the process of collecting data. The results from the pre-SWOT analysis and the first SWOT session were discussed. The first SWOT meeting was held in Lapeer on June 10<sup>th</sup> and the second session will be on July 8, 2014 in Marlette. The next step is to coordinate stakeholder meetings with Upjohn Institute.

### **III. Region 6 – Consultant Introduction**

#### **A. W.E. Upjohn Institute for Employment Research**

The consultants from W.E. Upjohn Institute introduced themselves; George Erickcek and Don Edgerly and Jim Robey from Mohr Partners. Mr. Erickcek stated that their first priority would be to go on a listening tour to speak with the major stakeholders in the seven county Region. They would like to get a feeling of how the seven county Region is working together specifically looking for gaps in the network and how the network can be improved. Mr. Erickcek passed around an initial draft list of major stakeholders. The committee was asked to forward names of people that should be added to the list. Listening tours will be held in each county in the next 2-3 weeks. Upjohn will be looking at the I-69 Corridor counties and the Mi Green Thumb counties to see the relationship between the two.

The hard part of the project will be developing a dashboard. The dashboard should measure performance. The problem with developing the dashboard is the data is old.

There was a discussion on how county government fit into this plan.

There are three tiers to the Regional Prosperity Initiative (RPI). The first step was receiving money to develop a plan. Mr. Erickcek stated that he would like to assist Region 6 in positioning itself for the Tier 2 funding next year, assuming RPI funding is available. Tier 2 includes funding for projects.

There was a discussion on how to get townships involved. It was suggested to contact the Township Association and ask for them to provide one or two contacts to be part of the steering committee. Meeting dates and times will be a big factor with the townships attending because a lot of them have other jobs. It was suggested that if a listing of meetings from each county was developed that maybe the consultants could use this list and attend some of the meeting for these different committees.

The next meeting is scheduled for August 14, 2014 from 10:30–12:30 at the Lapeer County Health Department.

Meeting adjourned at 3:58 p.m.

Respectfully submitted,  
Alberta Gunsell, Secretary

#12

**Mike Hoagland**

**From:** Brian Neuville [briann@hdc-caro.org]  
**Sent:** Wednesday, July 09, 2014 4:08 PM  
**To:** mhoagland@tuscolacounty.org  
**Cc:** Lori Offenbecher  
**Subject:** Additional Millage request for Home Delivered Meals

Mike,

This email is a follow-up to our discussion regarding one-time additional funding for the Home Delivered Meal Program. We are requesting \$7,500 (1500 meals @ \$5.00 Each) to continue to serve Home Delivered Meals at the current level of demand.

We are experiencing need/demand that is much greater than funding from Region VII Area Agency on Aging provides for this service. We are contracted to serve 67,420 meals with the funding received from Region VII and at the current level will exceed this allocation by the 1500 meals during our fiscal year October 2013 through September 2014. Without additional funding, we will have to develop a waiting list for people currently in need of service.

We feel Home Delivered Meals are the most important Senior Service we provide. The program provides a meal to elderly individuals who are unable to get out of their home or who are in many cases shut in with no local family members. Numerous times, the volunteer driver delivering the meal is the only contact the customer has with the outside world. We have found many instances where people are in need of medical attention due to a fall or other health emergencies and have been able to assist them because we were there delivering a meal.

This is a one-time request as the next fiscal year the Governor has increased the allocation state-wide for the Home Delivered Program by 5 million dollars. Tuscola County's local share is a little over \$20,000 which should be adequate to meet the increasing demand for Home Delivered Meals.

If you need any further information or would like a HDC representative to attend a meeting to present this issue please call me at 989-672-1711.

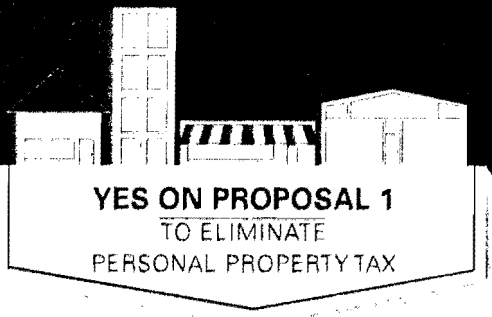
Thanks,  
Brian

Brian Neuville, Deputy Director  
Human Development Commission (HDC)  
429 Montague Avenue  
Caro, MI 48723  
Phone: 989-673-4121  
Fax: 989-673-2031

7/15/2014



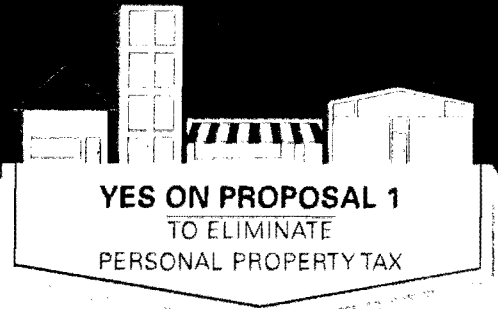
**KNOW** BEFORE YOU **VOTE**



# Know Before You Vote: Proposal 1 Communications Toolkit



**KNOW** BEFORE YOU **VOTE**



## About Proposal 1

First, thank you for taking the time to help spread awareness about the importance of repealing Michigan's Personal Property Tax and voting "Yes" on Proposal 1. Educating voters is key to a successful campaign and hopefully this toolkit will prove beneficial in providing your members or audience with valuable information in advance of the August 5 election.

Proposal 1 addresses a long-standing double tax that has been a hindrance to building a competitive business environment in Michigan. For decades, Michigan's small businesses have paid not only a 6 percent sales tax on all of their equipment, but also an annual Personal Property Tax that never goes away, no matter how old the equipment is. This tax has been eliminated by most states in the Midwest, making Michigan less attractive to new investment and jobs.

Site selectors have long cited the Personal Property Tax as one of the deterrents for investing here, unfairly putting Michigan businesses and manufacturers at a disadvantage nationwide. The repeal of the Personal Property Tax would create 15,000 jobs, increase business investment in Michigan by \$450 million and bolster business attraction efforts.

Proposal 1 also recognizes and supports the essential services that communities provide. It guarantees that municipalities will recuperate 100 percent of the funding lost due to the elimination of the tax and creates a more stable funding system for local services like police, fire, schools and parks.

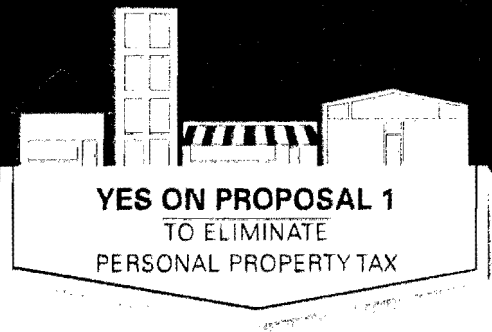
Most importantly, Proposal 1 is not a tax increase. It is paid for by eliminating special tax breaks the Michigan legislature has voted to end, and by establishing a statewide Essential Services Assessment paid only by manufacturers receiving a Personal Property Tax reduction.

Again, the Chamber is grateful for your support and willingness to advocate on behalf of this critical issue.

For any questions regarding this toolkit and its contents, please contact Director of Communications **Jim Martinez** at [jmartinez@detroitchamber.com](mailto:jmartinez@detroitchamber.com)



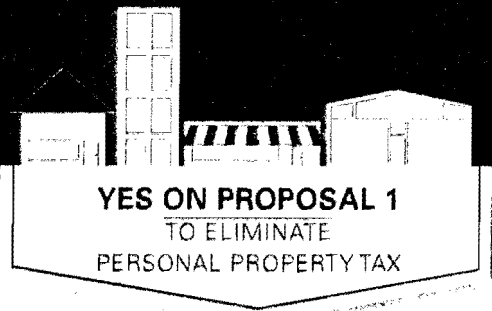
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## Talking Points

- **Proposal 1 removes an unfair, burdensome double tax on Michigan's small businesses.** For decades, Michigan's small businesses have not only paid a 6 percent sales tax on all of their equipment, but also an annual Personal Property Tax that never goes away, no matter how old the equipment is.
- **Proposal 1 makes Michigan's business environment more competitive.** Site selectors have long cited the state's Personal Property Tax as a major deterrent to attracting new businesses and investment. Furthermore, most states in the Midwest have already eliminated the antiquated tax, placing Michigan businesses at a distinct market disadvantage.
- **Proposal 1 would create thousands of jobs and generate millions of dollars in business investment.** The repeal of the state's Personal Property Tax would create 15,000 jobs and \$450 million in additional investment for Michigan.
- **Proposal 1 recognizes and supports the essential services local communities provide.** Currently, municipalities depend on the Personal Property Tax to help fund vital city services, but the revenue is unreliable and subject to change. Proposal 1 guarantees that 100 percent of the revenue lost will be replaced, and creates a more stable and secure funding system for local services like police, fire, schools and parks.
- **Proposal 1 doesn't raise taxes.** Most importantly, Proposal 1 is not a tax increase. It is paid for by eliminating special tax breaks and by establishing a statewide Essential Services Assessment paid only by manufacturers receiving a Personal Property Tax reduction.

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## Frequently Asked Questions

### What is Proposal 1?

- Proposal 1 is an August 5 ballot referendum that, if passed, will eliminate Michigan's Personal Property Tax, a burdensome double tax that businesses have been paying for decades.
- Proposal 1 also creates a more stable and reliable funding system to support essential local community services like police, fire, parks and schools.

### What is the Personal Property Tax?

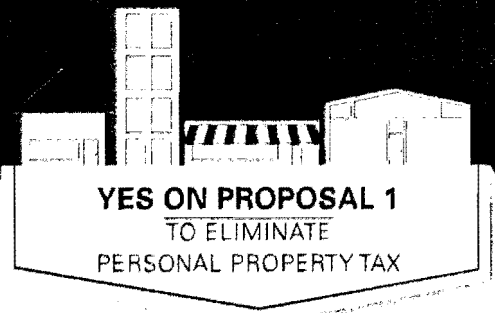
- The Personal Property Tax is an antiquated double tax that Michigan businesses pay on all of their equipment, every year, in addition to the 6 percent sales tax paid at the time of purchase.
- Most states in the Midwest have already eliminated the tax, placing Michigan businesses at an economic disadvantage and making the entire state less attractive to new jobs and investment.

### What will Proposal 1 mean for Michigan businesses?

- Proposal 1, if passed, means that Michigan businesses will no longer have to pay the never-ending double tax on equipment. The referendum will immediately eliminate the Personal Property Tax for Michigan's small businesses and phase the tax out over nine years for larger businesses.



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### What will Proposal 1 mean for local communities?

- Proposal 1 guarantees that 100 percent of the revenue lost due to the elimination of the personal property tax will be replaced by funding through the State Use Tax.
- Proposal 1 also creates a more stable and reliable funding system that local communities can depend on to help support essential services like police, fire, parks and schools.

### How many jobs will Proposal 1 create?

- Proposal 1 will boost Michigan's overall competitiveness and economic growth. The elimination of Michigan's personal property tax will create 15,000 jobs and generate \$450 million in additional business investment.

### Is Proposal 1 a tax increase?

- No, Proposal 1 is not a tax increase for anyone. It is paid for by eliminating special tax breaks and by establishing a statewide Essential Services Assessment paid only by manufacturers receiving a Personal Property Tax reduction.

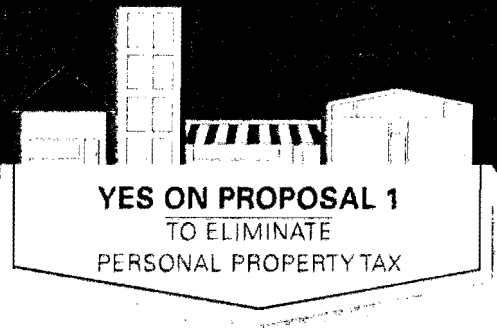
### What happens if Proposal 1 doesn't pass?

- If Proposal 1 doesn't pass on the August 5 election, Michigan businesses will continue to pay the unfair double tax that has been a hindrance to building a competitive business environment and attracting new jobs and investment.
- Funding for police, fire, parks, and schools and other essential local services will continue to remain unstable and unreliable.





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## Ballot Language

Below is the exact language that will appear on ballots on August 5, 2014:

**APPROVAL OR DISAPPROVAL OF AMENDATORY ACT TO REDUCE STATE USE TAX AND REPLACE WITH A LOCAL COMMUNITY STABILIZATION SHARE TO MODERNIZE THE TAX SYSTEM TO HELP SMALL BUSINESS GROW AND CREATE JOBS**

The Amendatory act adopted by the Legislature would:

- 1) Reduce the state use tax and replace with a local community stabilization share of the tax for the purpose of modernizing the tax system to help small business grow and create jobs in Michigan.
- 2) Require Local Community Stabilization Authority to provide revenue to local governments dedicated for local purposes, including police safety, fire protection and ambulance emergency services.
- 3) Increase portion of state use tax dedicated for aid to local school districts.
- 4) Prohibit Authority from increasing taxes.
- 5) Prohibit total use tax rate from exceeding constitutional 6% limitation.

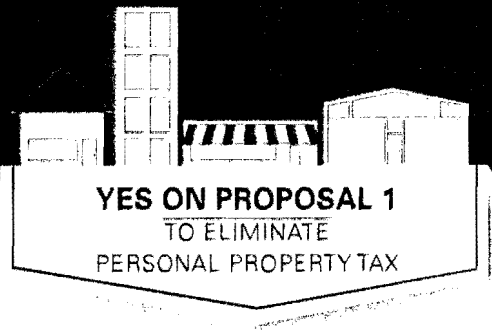
*Should this law be approved?*

Yes

No



**KNOW** BEFORE YOU **VOTE**



## Sample Social Media

Twitter:

Hashtag: #YesOn1

Did you know Prop. 1 will create 15,000 jobs & \$450M in business investment? Make sure to vote #YesOn1, Aug. 5: <http://ow.ly/yugAA>

Prop. 1 removes an unfair double tax on MI's small businesses & keeps community funding strong. Vote #YesOn1, Aug. 5: <http://ow.ly/yugAA>

Prop. 1 is a big win for #Michigan's small businesses & local communities. Learn why you should vote #YesOn1, Aug. 5: <http://ow.ly/yugAA>

What is the Personal Property Tax? Learn how Prop. 1 eliminates this job-killing tax to make MI stronger: <http://ow.ly/yugAA> #YesOn1

Want to attract new jobs and investment to #Michigan? Learn how Prop. 1 helps the state's economy grow: <http://ow.ly/yugAA> #YesOn1

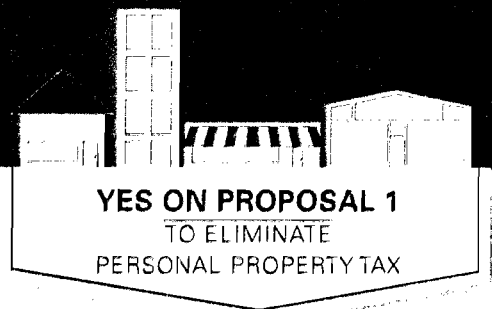
Prop. 1 not only keeps our community funding strong, but also creates thousands of new MI jobs. Vote #YesOn1, Aug. 5: <http://ow.ly/yugAA>

Discover how you can help MI's economy grow & keep communities strong, without raising taxes. Vote #YesOn1, Aug.5: <http://ow.ly/yugAA>

Want to protect essential local services like police, fire, schools, and parks? Find out why you should vote #YesOn1: <http://ow.ly/yugAA>



**KNOW** BEFORE YOU **VOTE**



## Sample Social Media (cont.)

Facebook:

Hashtag: #YesOn1

For decades, Michigan's small businesses have paid an unfair, burdensome double tax that has hindered economic growth for the entire state. Proposal 1 not only eliminates this tax, but also creates thousands of jobs and makes funding essential local services stable and reliable. Click here to learn more: <http://ow.ly/yugAA> #YesOn1

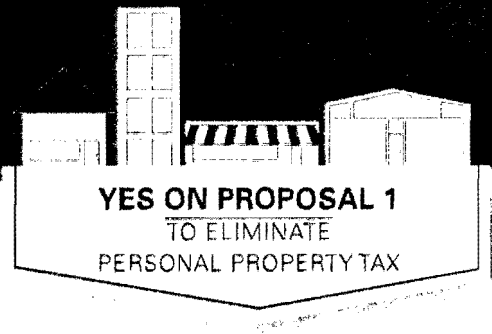
Did you know that Proposal 1 will create 15,000 jobs and generate \$450 million in additional business investment? Click here to find out why a "yes" vote for Proposal 1 is a vote for Michigan's continued economic growth: <http://ow.ly/yugAA> #YesOn1

Proposal 1 not only eliminates an unfair double tax, but also makes sure that funding for essential local services like police, fire, parks and schools is dependable, stable and reliable. Discover why Proposal 1 is a big win for both businesses and local communities: <http://ow.ly/yugAA> #YesOn1

With one simple vote you can help boost Michigan's overall economic competitiveness and guarantee stable funding for local services – without raising taxes on anyone. On August 5, remember to vote "Yes" on Proposal 1: <http://ow.ly/yugAA> #YesOn1



**KNOW** BEFORE YOU **VOTE**



## Sample Emails

### Proposal 1 Makes Michigan Competitive, Keeps Communities Strong

For decades, Michigan businesses have paid a double tax known as the **Personal Property Tax**. This regulation requires businesses to pay an annual tax on all of their equipment, no matter how old it is, in addition to the 6 percent sales tax paid at the time of purchase.

While most states in the Midwest have either repealed or reduced their Personal Property Tax, Michigan hasn't, making the entire state less attractive to new jobs and investment and putting businesses at an immense competitive disadvantage.

This tax hasn't just been a deterrent to economic growth. Communities also depend on the tax to fund essential services, but the revenue is often unpredictable and unreliable, making it difficult to budget and allocate effectively.

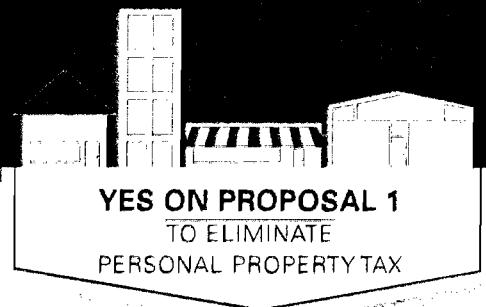
This is why {we, organization Name} are/is supporting **Proposal 1**, a bipartisan statewide referendum that will not only eliminate Michigan's personal property tax, but also create a more stable funding system that communities can rely on to support local services like police, fire, parks and schools, without raising taxes on anyone.

Proposal 1, if passed, will provide an immediate boost to the Michigan economy, **creating 15,000 jobs and generating \$450 million in business investment**. Furthermore, it guarantees that 100 percent of all revenue lost due to the elimination of the tax will be replaced, and that community funding remains strong and stable.

On August 5, Michigan businesses and communities need you to vote "Yes" on Proposal 1. To show your support, or to learn more about how Proposal 1 is a win for all of Michigan, [click here](#).



**KNOW** BEFORE YOU **VOTE**



## Sample Emails (cont.)

### Proposal 1 Makes Michigan More Competitive; Vote “Yes” August 5

For decades, Michigan businesses have paid a double tax known as the **Personal Property Tax**. This regulation requires businesses to pay an annual tax on all of their equipment, no matter how old it is, in addition to the 6 percent sales tax paid at the time of purchase.

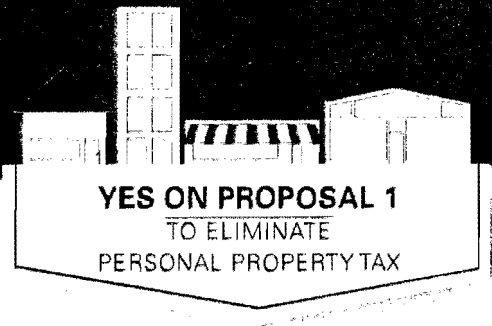
While most states in the Midwest have either repealed or reduced their Personal Property Tax, Michigan hasn't, making the entire state less attractive to new jobs and investment and putting businesses at an immense competitive disadvantage.

This is why {we, organization Name} are/is supporting **Proposal 1**, a bipartisan statewide referendum that will eliminate Michigan's personal property tax, **creating 15,000 jobs and generating \$450 million in business investment**.

On August 5, Michigan businesses and communities need you to vote “Yes” on Proposal 1. To show your support, or to learn more about how Proposal 1 is a win for all of Michigan, [click here](#)



**KNOW** BEFORE YOU **VOTE**



## Sample Emails (cont.)

### Proposal 1 Supports Local Communities & Services, Vote "Yes" August 5<sup>th</sup>

Michigan's personal property tax hasn't just been a hindrance to economic growth. Local municipalities are forced to depend on the tax to fund essential city services, but the revenue is often unpredictable and unreliable, making it difficult to budget and allocate effectively.

This is why {we, organization Name} are/is supporting **Proposal 1**, a bipartisan statewide referendum that will not only eliminate Michigan's personal property tax, but also create a more stable funding system that communities can rely on to support local services like police, fire, parks, and schools, without raising taxes on anyone.

Proposal 1 recognizes that local communities are key to a thriving Michigan, and guarantees that 100 percent of all revenue lost due to the elimination of the tax will be replaced. Furthermore, funding for services will remain strong and stable into the future.

On August 5, Michigan businesses and communities need you to vote "Yes" on Proposal 1. To show your support, or to learn more about how Proposal 1 is a win for all of Michigan, [click here](#).

June 19, 2014

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, June 19, 2014 at 8:00 A.M.

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

Motion by Parsell seconded by Matuszak that the minutes of the June 5, 2014 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$90,654.62 and bills in the amount of \$259,253.14 covered by vouchers #14-28 and #14-29 were presented and audited.

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

Brief Public Comment Segment:

None.

Chairman Laurie reported that current state legislation for additional road funding has stalled in the Senate, while both the House and the Senate have adjourned for summer recess.

Motion by Zwerk seconded by Parsell that the agreement between Russell Farms and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Darbee Road from their farm on Darbee Road easterly to M-24 be extended for an additional two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that the agreement between Lynn & Brian Schriber and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for W. Deckerville Road from their westerly driveway at 1818 W. Deckerville Rd. east to Colling Road be extended for an additional two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the Union's request for the "Floating Holiday" to be observed on Monday, July 7, 2014 be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk to approve that portions of French Road, Cass City Road, and Graf Road be added to the haul route in accordance with the Road Agreement between the Tuscola County Road Commission and Consumers Energy for the Cross Winds Energy Park Project. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the Intergovernmental Agreement between the Tuscola County Road Commission and the City of Caro for Mechanic Repair Services be extended for a period of two (2) years. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

County Highway Engineer Zawerucha reported to the Board an update of the Cemetery Road Bridge Federal Aid Project scheduled for a deck replacement in 2015. Zawerucha reported that a load analysis of the bridge has been completed by Rowe Professional Services Company, and that the bridge needs to be load limit posted. Zawerucha

further reported that the bridge may still need to be load limit posted after the deck replacement due to the lack of support of the piers. After discussion, Zawerucha will report back to the Board with additional information.

Director of Finance Michael Tuckey presented to the Board the Road Commission's 2013 Equipment Profit and Loss Report. The Board will review the report and further discuss at the next regular meeting of the Board.

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission cast a ballot for Nick Matiash of Mason County to serve as an At-Large Position on the Board of Directors of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell to appoint Commissioner Julie Matuszak as the liaison to the Tuscola County Parks & Recreation Commission. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the regular meeting of the Board scheduled for Thursday, July 17, 2014 be changed to Wednesday, July 16, 2014 at 8:00A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

County Highway Engineer Zawerucha reported back to the Board with additional information regarding the Cemetery Road Bridge. After discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the structure on Cemetery Road north of River Road over the Cass River (#10516) in Novesta Township be posted for a maximum gross weight of twenty (20) tons for a straight truck, twenty-two (22) tons gross weight for a semi, and twenty-eight (28) tons gross weight for a double-bottom, as recommended by Rowe Professional Services Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that bid addendum item #21a for Koylton Township of the 2014 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 10:05 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

---

Chairman

---

Secretary-Clerk of the Board





# Lakeshore Legal Aid

**William R. Knight Jr. Executive Director**  
**Administrative Office**  
21885 Dunham Road, Suite 4  
Clinton Township, MI 48036-1030

Phone: (586) 469-5903  
Fax: (586) 469-6523

**Counsel & Advocacy Law Line**  
Toll Free: (888) 783-8190

#15

Tuscola County Board of Commissioners  
207 E. Grant Street  
Caro, MI 48723

July 1, 2014

Re: Region VII Area Agency on Aging  
Funding Proposal

Greetings:

For more than twenty years Lakeshore Legal Aid has been funded by Region VII, Area Agency on Aging to provide free Legal Assistance and Elder Abuse Prevention services to seniors in a 10-county region which includes Tuscola County. In addition, since October 1, 2009, Lakeshore Legal Aid has also provided Long Term Care Ombudsman services for the residents in the same ten (10) counties. The ombudsman service has proven to be a logical extension of our senior legal assistance and elder abuse prevention work.

Lakeshore Legal Aid has been providing free legal services to seniors and low income people for nearly 50 years. Enclosed is a summary of our program and the services we want to continue to provide with the AAA funds should we again be awarded the funding. Prior to a funding decision by Region VII Area Agency on Aging, the Board of Commissioners of each county in the 10 county service area is invited to comment on our request. You may submit any comments to Region VII Area Agency on Aging's Board of Directors, 1615 S. Euclid Ave, Bay City, MI, 48706, by July 8, 2014 for consideration.

Last, whether related to this funding request or not, if the Board of Commissioners should ever wish to learn more about the services Lakeshore Legal Aid provides to the citizens of your county, I would be pleased to provide a presentation or additional information to you at your convenience.

Very truly yours,  
Lakeshore Legal Aid

  
William R. Knight, Jr.  
Executive Director

enc.

---

*Because justice for some is no justice at all*

## LAKESHORE LEGAL AID

WHO WE ARE: For nearly 50 years Lakeshore Legal Aid has provided free legal aid (civil matters only; no criminal cases) to very low income people in or communities. Currently, Lakeshore serves a seventeen-county region in Michigan's Thumb and Bay areas (from Wayne County in the South, through the Thumb counties and continuing up through Arenac County to the North). Lakeshore also provides free legal assistance to seniors (regardless of income) in fifteen of those counties. Lakeshore maintains seven offices, with a fully staffed office in Caro, Michigan. In addition, Lakeshore's attorneys also conduct regular scheduled times to meet with clients closer to their homes, in each of the counties we serve.

Lakeshore Legal Aid's largest funders are the Michigan State Bar Foundation, and in this area, the Region VII, Area Agency on Aging. With this substantial funding for legal aid, Lakeshore has been able to leverage its resources to also provide comprehensive elder abuse prevention services and community coordination to help end exploitation and neglect of our senior citizens. The combined resources available to Lakeshore have allowed it to employ well-trained professionals, cross-trained and working together as a team to serve the senior communities. By utilizing experienced attorneys to work with the courts, prosecuting attorneys, police departments, protective service agencies, and others, Lakeshore is able to work with the other community members on an equal level of professionalism, competence and respect.

Since October 1, 2009, Lakeshore Legal Aid has also provided Long Term Care Ombudsman service for the residents in the 10 eastern Mid-Michigan counties served by Region VII, Area Agency on Aging. There are 47 long term care facilities located throughout the 10 counties, and the Lakeshore ombudsmen visit the residents in each facility on a very regular basis

to resolve any issues in their care, comfort or life style. Most issues are resolved amicably with the help of the staff and administration of the facility. When a more difficult issue arises, the ombudsman can work closely with the legal staff of Lakeshore Legal Aid to ensure the residents rights are protected or enforced.

WHAT WE DO: For more than 40 years Lakeshore has maintained an active involvement in the local communities it serves. Our staff attorneys provide legal advice, counseling, advocacy and litigation representation to seniors with a wide range of non-criminal matters. Since 2003, two other legal aid programs in the state, (covering nearly every county south of Roscommon), have contracted with Lakeshore for the provision of client intake, advice and brief legal services through our attorney staffed hotline. Including the assistance provided to the clients of the two other legal aid programs that contract with Lakeshore Legal Aid, we provide legal assistance to more than 14,000 low income and senior clients each year. Last year, Lakeshore provided free legal assistance to more than 1,800 clients in the 10 counties served by Region VII Area Agency on Aging, with more than 1,250 of those clients aged 60 plus. An additional 2,500 residents were provided with Long Term Care Ombudsman services.

Its attorneys and members of its board of directors participate in local task force efforts, local social service agencies' boards of directors, and volunteer their time assisting other community groups. The local offices also participate in local senior fairs and other senior community activities to educate the population about legal issues facing the senior populations and the availability of legal assistance to address the unique legal issues seniors face. Each year, Lakeshore conducts numerous community legal education and outreach events at senior centers throughout the region. In addition to its staff attorneys, Lakeshore has a panel of private attorneys

that volunteer their professional time and services, pro bono, to assist Lakeshore clients.

Lakeshore staffs have represented hundreds of senior clients seeking protection from persons attempting to abuse or exploit them. Hundreds more clients have been protected from exploitation by the preparation of prophylactic legal documents such as powers of attorney, and wills and trusts to prevent undue influence on the seniors by others who would limit or end the senior's independence. A priority service we provide include defending attempts to impose unnecessary, or overly restrictive guardianships over seniors, that take away more of a senior's independence than is appropriate.

Each year Lakeshore Legal Aid's attorneys make a concerted effort to reach out to the seniors in each of the ten counties served by Region VII Area Agency on Aging. Since 2001 Lakeshore has been providing community trainings and coordination of community organizations to help prevent elder abuse and exploitation throughout its service area.

When considered together, **Lakeshore Legal Aid's staff attorneys, ombudsmen and volunteers assisted more than 355 Tuscola County residents last year.**

# REGION VII AREA AGENCY ON AGING

## SUPPORT SERVICES BUDGET SUMMARY

Agency: Lakeshore Legal Aid

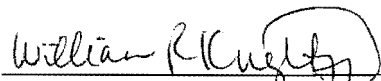
Budget Period: October 1, 2014 to September 30, 2015

### PLANNED EXPENDITURES

### SERVICE CATEGORIES

LINE ITEMS	1 - Legal	2 - EAP	3 - LTCO	4	5	6 TOTAL	7 Admin.
Salaries	74245	13706	71195			159146	24398
Fringe Benefits	28362	5529	24863			58754	5958
Personal Svc. Contracts							
Travel/Conferences	6105	300	9500			15905	
Supplies	900	900	900			2700	
Equipment							
Occupancy	6222	1450	9398			17070	
Communications	1740	900	1905			4545	
Other							
<b>TOTAL</b>	117574	22785	117761			258120	30356
Program Income (minus)	2000	400	100			2500	
<b>NET COSTS</b>	115574	22385	117661			255620	30356
<b>FUNDING SOURCES</b>							
Area Agency Funds (90%)	56000	13053	84581			153634	
Local Match (10%)	6222	1450	9398			17070	
Cash							
In-Kind	6222	1450	9398			17070	
Other Resources	53352	7882	23682			84916	
<b>TOTAL FUNDS</b>	115574	22385	117661			255620	

CERTIFICATION:

  
 \_\_\_\_\_  
 SIGNATURE OF AGENCY DIRECTOR

7/1/2014  
 \_\_\_\_\_

**SUPPORT SERVICES BUDGET DETAIL**

**SALARIES**

**SERVICE CATEGORIES**

Position/Title	# of Pos.	Base Hr. Rate	Hrs./Wk.	# of Wks.	FT*	1 Legal	2 EAP	3 LTCO	4	5	6 TOTAL	7 Admin.	8 In-Kind	9 Other Resources
Super. Attorney-C	1	25.43	40	52	X	43317	9577				52894	2645		25425
Super. Attorney-P	1	24.04	8	52	X	9001	1000				10001			10001
Staff Attorney-P	1	19.23	8	52	X	7200	800				8000			8000
Secretary - PT	1	9.00	31	52		12027	1300	1181			14508	14508		
Ombudsman - FT	1	13.22	40	52	X			27498			27498			4000
Ombudsman - PT	1	17.00	20	52				17680			17680			
Ombudsman Super.	1	21.61	19	52	X			21351			21351	2135		
Executive Director	1	40.46	2	52	X	1800	608	1800			4208	2104		2104
Comptroller	1	28.90	2	52	X	900	421	1685			3006	3006		3006
Note: Administrative staff have job duties outside the service area/categories as well which are not included. ED produces limited case units across the organization's service area.														
<b>TOTALS</b>						74245	13706	71195			159146	24398		52536

**FRINGE BENEFITS**

\$ Amount for Part-Time	1384	150	2171			3705	1670			0
\$ Amount for Full-Time	26978	5379	22692			55049	4288			22780
<b>TOTALS</b>	28362	5529	24863			58754	5958			22780

\*FT--Full time employee, place "X"



# SUPPORT SERVICES BUDGET DETAIL

## I. Fringe Benefits

	Percent Rate- Full-Time Employees	Percent Rate- Part-Time Employees
FICA	7.65%	7.65%
Retirement	1.00%	
Health Insurance	30.00%	
Life Insurance	0.32%	
Worker's Compensation	0.26%	0.26%
Unemployment Compensation Check one: <input type="checkbox"/> Self Insured <input checked="" type="checkbox"/> State Insured	3.60%	3.60%
Note: The maximum allowable reimbursement rate for self-insured Unemployment Compensation is 2.7% (.027)		
Other- Long Term Disability	0.53%	
Other-		
<b>TOTAL PERCENT OF SALARY</b>	<b>43.36%</b>	<b>11.51%</b>

## II. Local Cash Match Detail

Service	Source	Dollar Amount

## III. Local In-Kind Match Detail

Service	Source	Dollar Amount
In-kind Space Used for Legal, EAP, Educ,&Train.	Salvation Army, and other outreach places for service.	17070
In addition to the above, the Ombudsman program will utilize volunteers whose service will be in-kind.		

## IV. Other Resources Detail

Service	Source	Dollar Amount
Attorney Salaries	IOLTA/Filing Fees	52536
Attorney Fringes	IOLTA/Filing Fees	22780
Supplies	IOLTA/Filing Fees	2700
Communications	IOLTA/Filing Fees	2900
Travel/Conferences	IOLTA/Filing Fees	4000



#16

**Mike Hoagland**

**From:** Laura Ogar [OgarL@baycounty.net]  
**Sent:** Wednesday, July 02, 2014 5:57 PM  
**To:** Tom Hickner; Ernie Krygier; Joel Strasz; Tuscola Co. Brd of Commissioners -Michael Hoagland; Robert Redmond; Rep. Charles Brunner; Sen. Green; Clark Elftman; Michael Snyder; Arenac County Board of Commissioners; Iosco County Board of Commissioners - c/o Mindy Schirmer; Huron County Board of Commissioners; 'michael-hanley@sbcglobal.net'; Mike Seward; Ray Van Driessche ; Michael Kelly  
**Subject:** Here's an Opportunity to ID local Saginaw Bay Restoration Projects

Ok, we've asked to be heard about local priorities for funding Great Lakes Restoration Projects..here's a chance to convey to the federal GLRI folks some of the priorities we have.

The offer is for next week, week of July 7<sup>th</sup> for a 90 minute meeting...is there a better or worse time for anybody who may be interested in attending?


If not, I'm leaning towards Wednesday the 9<sup>th</sup> at 10am.

Examples from previous SBCI discussions:

- Leveraging the muck science with actual muck removal, to direct federal (GLRI) investment into nearshore muck removal technology and equipment.
- Funding a comprehensive promotional and marketing campaign on the documented water quality improvement in Saginaw Bay, to help showcase our communities restoration..
- Coordinated shoreline access improvements and the need for state and federal regulatory relief and funding for the development of public waterfront access points to meet the Michigan Land Strategy, developed public access sites on the Great Lakes within every 5 (shoreline) mile intervals.

These are ideas based on past discussions, if you have others please share. Please reply if you are interested in participating, and we can confirm a date and time,,thank you.

Laura Ogar, Director  
 Bay County Environmental Affairs and Community Development  
 515 Center Avenue, Suite 500  
 Bay City, Michigan 48708  
 989-895-4135  
[ogarl@baycounty.net](mailto:ogarl@baycounty.net)

 Before printing this message, please be sure it is necessary.

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**From:** Suzan Klein [mailto:sklein@keystone.org]  
**Sent:** Wednesday, July 02, 2014 1:13 PM  
**To:** Laura Ogar  
**Cc:** Tom Hickner; Ernie Krygier; Joel Strasz; Robert Redmond; Rep. Charles Brunner; Sen. Green; Bretton Joldersma (joldersmab@michigan.gov); Clark Elftman; Michael Snyder; Tuscola Co. Brd of Commissioners - Michael Hoagland; Arenac County Board of Commissioners; Matthew Mulica; Iosco County Board of Commissioners - c/o Mindy Schirmer; Huron County Board of Commissioners; 'michael-hanley@sbcglobal.net'; 'Schardt, James'  
**Subject:** RE: Introducing The Keystone Center and the Lake Huron Restoration Collaborative

7/3/2014

Greetings Laura, and thank you for your responsiveness. We would like to suggest as a next step that we arrange a conference call for next week with Keystone, you, and a cross-section of folks from the organizations copied in your message. This would be an opportunity for Keystone to share our preliminary approach to outreach and engagement for Lake Huron under GLRI as well as to hear from you with on-the-ground projects and programs your thoughts and ideas for promoting and leveraging existing GLRI efforts. This would be part of our interview process for the assessment we are doing – it would just be more of an informal group (conference call) than one-on-one setting.

If you agree on this approach, would you like to suggest a 90-minute time slot (or a few options) for Monday, Tuesday, or Wednesday next week (week of July 7)?

Thanks again and we look forward to talking with you soon.

Kind regards,

**Suzan**

Suzan Klein, LEED Green Associate  
Senior Facilitator  
The Keystone Center

**Please note new phone #: 612-326-4345**

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

---

**From:** Laura Ogar [<mailto:OgarL@baycounty.net>]

**Sent:** Tuesday, July 01, 2014 10:03 AM

**To:** Matthew Mulica; Suzan Klein; 'Schardt, James'

**Cc:** Tom Hickner; Ernie Krygier; Joel Strasz; Robert Redmond; Rep. Charles Brunner; Sen. Green; Bretton Joldersma ([joldersmab@michigan.gov](mailto:joldersmab@michigan.gov)); Clark Elftman; Michael Snyder; Tuscola Co. Brd of Commissioners - Michael Hoagland; Arenac County Board of Commissioners; Iosco County Board of Commissioners - c/o Mindy Schirmer; Huron County Board of Commissioners; 'michael-hanley@sbcglobal.net'

**Subject:** RE: Introducing The Keystone Center and the Lake Huron Restoration Collaborative

Thanks James, and welcome Suzan and Matt,

Welcome Suzan and Matt, I received James' email about the new Lake Huron Restoration Collaborative...and I'd like to encourage you to seek out local government representatives for your input sessions..particularly those associated with the Saginaw Bay Coastal Initiative (SBCI) which has participants from the seven (7) coastal counties around Saginaw Bay representing local governments, their health departments; Economic development corporations and Chambers of Commerce, waterfront property owners, universities, etc.

I am biased of course as I facilitate the SBCI, but it is so important to get that local insight. Because as I'm sure you know, when the multimillion dollar research study is completed, or the latest Adaptive Management process developed for climate change resiliency or regional collaboration, it is us, the local government leaders who live along these shorelines, that have the public obligation to show actual improvement.

Thank you and we are looking forward to hearing from you as the process gets underway,

Laura Ogar, Director  
Bay County Environmental Affairs and Community Development  
515 Center Avenue, Suite 500  
Bay City, Michigan 48708

7/3/2014

989-895-4135  
[ogarl@baycounty.net](mailto:ogarl@baycounty.net)

☐ Before printing this message, please be sure it is necessary.

**From:** Schardt, James [<mailto:schardt.james@epa.gov>]  
**Sent:** Tuesday, July 01, 2014 9:48 AM  
**To; Subject:** Introducing The Keystone Center and the Lake Huron Restoration Collaborative

Lake Huron LAMP folks,

We would like to introduce you to a recent EPA grantee, The Keystone Center, who will be facilitating a two-year outreach and engagement effort to raise the profile of U.S. activities within the Lake Huron basin. The Keystone Center has four decades of experience providing independent facilitation services in environment and resource management ([www.keystone.org](http://www.keystone.org)). Keystone is beginning their work with GLRI by assessing the range of issues, actors, perspectives and opportunities for strengthening existing networks and broadening and diversifying stakeholder engagement in Lake Huron restoration. The assessment will inform subsequent phases of Keystone's work which is being referred to as the *Lake Huron Restoration Collaborative*.

Suzan Klein and Matthew Mulica of The Keystone Center will be contacting Lake Huron GLRI grantees and others with project or programmatic involvement for phone interviews as part of their assessment. While resource constraints prevent phone interviews with everyone, Keystone will be reaching out to a representative cross-section of organizations. Relatedly, we would not want to preclude any organization with a high interest in being interviewed, so please do let Suzan and Matt know at the contact information below if that is the case.

***Suzan Klein***

*Senior Facilitator*

[sklein@keystone.org](mailto:sklein@keystone.org)

612-326-4345

***Matt Mulica***

*Associate Facilitator*

[mmulica@keystone.org](mailto:mmulica@keystone.org)

303-531-5511

We are pleased to have an organization on board focusing on outreach and engagement and welcome The Keystone Center's involvement.

Follow-up communication will come from Suzan and Matt for the scheduling of interviews and other outreach.

Please don't hesitate to contact us with questions.

Best regards,

James Schardt

U.S. EPA - Great Lakes National Program Office

[schardt.james@epa.gov](mailto:schardt.james@epa.gov)

312-353-5085

Bretton Joldersma

Lake Coordinator

Office of the Great Lakes

Michigan Department of Environmental Quality

[joldersmab@michigan.gov](mailto:joldersmab@michigan.gov)

517-284-5048

#17

Mike Hoagland

**From:** Michigan Association of Counties [zawadzki@micounties.org]

**Sent:** Wednesday, July 02, 2014 9:32 AM

**To:** mhoagland@tuscoliacounty.org

**Subject:** MAC 2014 Annual Conference open registration!

Having trouble viewing this email? [Click here](#)

**Registration is Now Open!**



MICHIGAN ASSOCIATION OF COUNTIES

# 2014 ANNUAL CONFERENCE

SEPTEMBER 14-16, 2014 • THE GRAND HOTEL | MACKINAC ISLAND, MICHIGAN

**Register today!**

Early bird registration ends **August 29th**

Find out more in the **Agenda Booklet**

***See you in September!***

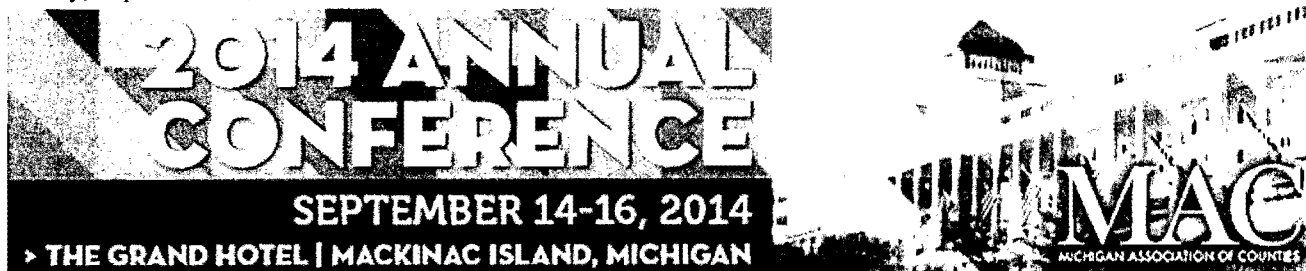
The Michigan Association of Counties (MAC) founded on February 1, 1898, is the only statewide organization dedicated to the representation of all county commissioners in Michigan.

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

[Skip to Main Content](#)

## 2014 MAC Annual Conference

Mackinac Island, Michigan  
Sunday, September 14, 2014



## 2014 MAC Annual Conference

**Sunday, September 14, 2014 - Tuesday, September 16, 2014**

**The Grand Hotel | Mackinac Island**  
286 Grand Avenue  
Mackinac Island, Michigan 49757  
United States  
800-334-7263  
[Event Details](#)

### Conference Administrator:

Keystone Event Management Concepts, Inc.  
Phone: 517-290-3435

[Email Us](#)

[View or Change Your Existing Registration](#)

Start Your Registration

1. \* Email Address:

2. \* Verify Email Address:

3. \* Select registrant type:

1.  REGISTRATION - Member Full Conference: \$323.10
2.  REGISTRATION - Member Monday ONLY - One Day: \$233.10
3.  REGISTRATION - Member Tuesday ONLY - One Day: \$233.10
4.  REGISTRATION - Spouse/Guest - Full Conference: \$211.50
5.  REGISTRATION - Non-Member Full Conference: \$550.00
6.  SPONSOR - Sole Breakfast or Lunch Sponsor with Two Complimentary Registrations: \$5,000.00

You must register a group of at least 1 and no more than 2.

7.  SPONSOR - Contributing Sponsor Breakfast or Lunch with Two Complimentary Registrations: \$2,500.00

You must register a group of at least 1 and no more than 2.

# > CONFERENCE REGISTRATION

The full registration includes: a complete conference registration packet, admission to all plenary sessions, workshops and programs as well as a specialty meal plan for all attendees. Meal plan includes Sunday - Dinner, Monday - Breakfast, Grand Luncheon Buffet and Dinner; Tuesday-Breakfast & Grand Luncheon Buffet.

		Member Rates	
		Early Bird	After 8/29/14
	<b>Full Conference</b>	<b>\$359</b>	<b>\$389</b>
	<b>One Day</b>	<b>\$259</b>	<b>\$289</b>
	<b>Spouse/Guest</b>	<b>\$235</b>	<b>\$265</b>

		Non-Member Rates
	<b>Full Conference</b>	<b>\$550</b>

Name \_\_\_\_\_

Title \_\_\_\_\_

County/Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mobile Phone Number\* \_\_\_\_\_ Email Address \_\_\_\_\_

Emergency Contact Name & Phone Number \_\_\_\_\_

Do not include your name in the directory

Dietary restrictions/allergies:  Gluten allergy  Nut allergy  Vegetarian

Vegan  Other: Please specify \_\_\_\_\_

If registering for 1-day, please indicate which day:  Monday only  Tuesday only

## Payment Methods

Check enclosed: please make payable to Michigan Association of Counties

Please bill my credit card:  Visa  Mastercard  Discover

Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Billing Address \_\_\_\_\_

Mobile Phone Number\* \_\_\_\_\_ Email Address \_\_\_\_\_

Cardholder Signature \_\_\_\_\_

## EARLY BIRD DEADLINE IS FRIDAY, AUGUST 29, 2014

CANCELLATION POLICY: Refund of registration fee, less an administrative fee of \$100 per registrant will be made if cancellation is necessary, provided written notice is postmarked no later than September 3, 2014. Absolutely no refunds will be given for requests postmarked after September 3, 2014.

MAIL: Michigan Association of Counties, 935 N. Washington Ave., Lansing, MI 48906

FAX: 517-482-4599 QUESTIONS: 517-290-3435 or mac-conference@outlook.com

# Michigan Association of Counties

ARRIVE: Sunday, September 14, 2014 DEPART: Tuesday September 16, 2014

ACCOMMODATIONS MAY BE AVAILABLE PRIOR TO AND FOLLOWING THE ABOVE DATES

Return this form by: Thursday, August 14, 2014

To: Reservations Department  
Grand Hotel  
PO Box 286  
Mackinac Island, Michigan 49757  
Telephone: (906) 847-3331  
Fax: (906) 847-0945



Name \_\_\_\_\_  
(please print or type)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

If sharing a room, name(s) of person(s) sharing with you: \_\_\_\_\_ Business Telephone (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_ Conference Registration Number (optional) \_\_\_\_\_

Grand Hotel offers a variety of room types for group attendees. Guests sometimes ask to arrive earlier or remain later than the groups' official dates. We welcome your request for a specific room, room type, or room dates either prior to or following the conference. While your request will receive careful attention, please understand that it cannot be guaranteed.

ARRIVAL DATE: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_

### PLEASE RESERVE THE FOLLOWING ACCOMMODATIONS:

	DOUBLE Per Room, Per Night
CATEGORY I - Smaller, interior-view rooms	_____ \$175.00
CATEGORY II - Larger, interior-view and smaller, lake-view rooms	_____ \$245.00
CATEGORY III - Special, deluxe lake-view guest rooms, some with balcony	_____ \$345.00

The above rates are part of Grand Hotel's European Plan. This means that your daily rate does not include any meals. Grand Hotel does have various facilities available for breakfast, lunch, dinner and private functions. Meals are included as part of the MAC conference registration fees for all attendees registered for the conference on Monday and Tuesday only. Anyone not registered for the MAC conference will need to make accommodations with the hotel.

### RESERVATIONS FOR ADDITIONAL PERSONS

\_\_\_\_\_ 4 years of age and under, no charge, except for luggage charge \_\_\_\_\_ 12 through 17 years of age, \$59.00 daily, per person  
\_\_\_\_\_ 5 through 11 years of age, no charge, except for luggage charge \_\_\_\_\_ 18 years of age and over, \$139.00 daily, per person

For an adult staying in a guest room with one or more children, the adult will pay the single convention rate, the children will be at the appropriate children's rates listed above. For two or more children staying in a guest room without an adult, the oldest child will be charged the single convention rate based on the category of room they are in and the remaining children will be at the additional persons rates listed above.

PLEASE NOTE THAT A LIMITED NUMBER OF ROOMS ARE AVAILABLE FOR EACH RATE CATEGORY. IF THE RATE REQUESTED IS NOT AVAILABLE, THE CLOSEST AVAILABLE RATE WILL BE CONFIRMED.

**NO TIPPING:** Tipping to any employee anywhere within Grand Hotel is not required, expected or permitted. There is tipping at the following offsite restaurant locations: The Jockey Club at the Grand Stand, Woods, The Gate House, the Pool Grill, Cawthorne's Village Inn and Fort Mackinac Tea Room.

**NOTE:** Michigan 6% Sales Tax applies to all charges, including a 19.5% added charge on the per person daily room rate. There is also a 2% Mackinac Island Assessment charge on the per person daily room rate. There is a one-time charge of \$8.00 per person for transfer of luggage from the dock to the Hotel and return. Taxi transportation to and from the boat docks and the Hotel is not included in the daily rate.

The block of rooms being held for this meeting is based on estimated attendance. Please make your reservation as promptly as possible. Requests received after the block is filled will be contacted and given an option of being placed on a waitlist. The waitlist is not a guarantee of a room. All rooms in the block which have not been reserved 30 days in advance of the meeting will be released for other guests. Individual group reservations are subject to a 10-day cancellation policy. Reservation deposits will be refunded if cancelled 10 or more days prior to arrival, less a \$45.00 processing fee. Reservations cancelled less than 10 days prior will forfeit the room deposit. Once a guest confirms a departure date upon check-in, should check-out occur earlier than agreed, there will be a \$375.00 charge.

**DEPOSIT POLICY:** A deposit of either one night's stay or the full stays room charge must accompany this form in order to hold your room.

METHOD OF DEPOSIT:  Visa  MasterCard  Discover  AMEX  Check

Please charge one full night rate to my credit card  Please charge my full stay to my credit card

CREDIT CARD NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Not valid without signature)

Grand Hotel accepts VISA, MasterCard, Discover, American Express, traveler's checks, personal checks, and cash payments for bills.

CHECK-IN TIME: After 4:00 p.m.

CHECK-OUT TIME: Before 11:00 a.m.

Visit our Web site at <http://www.grandhotel.com>

Your hotel confirmation will be arriving to you via e-mail. Please check your confirmation to make sure it is correct and print it for your records. Please contact us with any questions or changes. In accordance with Michigan law, all Grand Hotel guest rooms, meeting rooms, restaurants and bars are non-smoking

## NACO - Summary of Sessions Attended

#18

Friday 7/11/14

### Technology Summit - Cyber Theft

- Cyber security major concern
- Computer system breaches – hackers are getting better all the time and seldom caught
- Hackers objective is stealing county funds
- Make sure money handling operations are protected
- Do we have insurance and does insurance provide adequate coverage?
- How much could county be out-of-pocket
- IT Director Oakland - has security assessment tool – will provide upon request
- Some counties have a security information officer

### Geographic Information Systems (GIS)

- Local data sharing
- Partner with private sector utilities other potential stake holders
- Trying to establish a national address system
- Google aerial photos are excellent - need to capitalize
- Important to answer what is the next step in the evolution of GIS

### Immigration

- Deportation costly to counties because they are in county jails – federal gov. not reimbursing
- Counties end up paying legal costs and costs to jail
- Federal overreach
- South west states are frustrated with federal government

### Transportation Steering Committee - Detroit Renaissance

- Major driver of rebirth of Detroit - construction of a rail system - \$140 million
- This transportation system is felt critical to kick starting the economy in this area
- Links restaurants and three major sports stadiums
- Not sure how it is funded

### Finance and Intergovernmental Affairs

- Accounting system changes related to pensions GASB 67 and 68
- Must report gap between assets and liabilities not just required payment amount for the year



- Minimum wage debate - hot button topic – close vote supported increasing
- Did not define the amount of minimum wage increase supported

### **Cash for Kids**

- Judge sentenced juveniles to private institutional care - received financial kick backs
- Judges received illegal payment for the construction of a juvenile facility
- Example of needs for checks and balances in government or abuses will occur

### **Commissioner Role Verses Administrators Role**

- Commissioners should be visionary - where to lead the county on a longer term basis
- Commissioners should not be involved in day to day operations including hiring/ negotiations
- Critical that new commissioners receive training
- Budget and financial management/forecasting is the most important functions of both
- Commissioners need good information from Administrator for effective decision making
- Maintain financial understanding and stability critical for both administration and comm.
- Business community wants day to day county manager
- Complexity of county government is increasing - central management is vital to stability

### **New Strategies for Economic Development**

- Collaboration with private sector critical – get in the game
- International trade – need to break into the global market (organic foods, value added ag.?)
- Media coverage of success stories important
- Regional collaboration and solutions
- Do not rear view mirror plan can't change what has happened but can impact the future
- Revolving loan funds
- Gov. is a facilitator private sector is driver of economic development and job creation

### **General**

- Panel method of discussing issues works well
- Waters of the US – October deadline for comment – want input – point source pollution
- Should sales tax be applied to internet, moratorium currently in place - likely to extend
- Federal tax policy not keeping up with technology changes – how and who collects
- COIN - County Innovation Network