

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, AUGUST 28, 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 Trisch
Pledge of Allegiance – Commissioner Allen
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (See Correspondence #2)
New Business
 -Medical Examiner Budget Amendment Request (See
 Correspondence #3)
 -EDC Request for County Commissioners to Send Letter to Road
 Commissioners Regarding Dairy Farmers of America (See
 Correspondence #4)
 -DHS Board 501 C3 Foundation
 -Tether Program Contract from Sheriff Dept. (See Correspondence #5)
 -Concur with Hiring in County Prosecutor's Office
 -CLOSED SESSION – To Consider the Purchase or Lease of Real Property
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

TRISCH

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

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 7th District
Local Unit of Government Activity Report
MAC – Past President

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

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

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 August 14, 2014 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Medical Examiner Budget Amendment Request
- #4 Tuscola County Commissioners Letter of Request to Road Commission
- #5 Tether Program Contract
- #6 Thumb Regional Counties Meeting Conflict
- #7 Letter of Resignation From Solid Waste Planning Committee
- #8 August 2014 Health Department Report
- #9 July 31, 2014 Road Commission Minutes
- #10 Huron County Resolution Opposing Wage Garnishment
- #11 August 25, 2014 Committee of the Whole Minutes

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
August 14, 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 14th day of August, 2014 to order at 7:30 o'clock a.m. local time.

Prayer – Commissioner Bardwell

Pledge of Allegiance – Commissioner Bierlein

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Roger Allen, District 2 – Thomas Bardwell, District 3 – Christine Trisch (excused at 9:30 a.m.), District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mary Drier, Mike Miller, Kim Green, Lorraine Kurtansky, Charles Kurtansky, Sandy Nielsen, Register John Bishop, Joe Bixler, Clayette Zechmeister, Erica Dibble, Robert Kendrick, Tisha Jones.

Action on Previous Meeting Minutes
M-14-129

Motion by Allen, seconded by Trisch that the first statement below which is in the July 31, 2014 Board of Commissioners minutes be replaced with the second statement to clarify that long term disability coverage is still available without coverage changes but through a different carrier:

- Life and Disability Insurance Proposal – Unum decided to no longer offer the long term coverage for the deputies. Dan Skiver quoted a better coverage program through Cigna.
- Life and Disability Insurance Proposal – The current carrier decided to no longer offer long term disability coverage for certain classes of employees. Dan Skiver (county agent) obtained a quote from another company for the same coverage with a cost reduction.

M-14-130

Motion by Bierlein, seconded by Allen to adopt the meeting minutes from the July 31, 2014 meeting with the above amendment. Motion Carried.

Adoption of Agenda

14-M-131

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

Brief Public Comment Period -

Charles and Lorraine Kurtansky presented a letter on behalf of the Citizens Against Unfair Taxation (CAUT) regarding the Denmark Township water project. They are asking the Board to decline to bond or finance a water project for Denmark Township if approached.

Consent Agenda Resolution

14-M-132

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

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 8/11/14

Description of Matter: Move that per the July 15, 2014 letter from Mid-State Health Network, effective with the October 1, 2014 payment PA 2 Liquor Tax funds be made to Mid-State Health Network instead of Riverhaven Coordinating Agency.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 8/11/14

Description of Matter: Move that Attorney Doug Van Essen be authorized to forward to the Michigan Department of Management and Budget cost sheet and make a 20-year lease offer for the State Police Post at \$9 per square foot with a \$.10 annual inflationary increase.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 8/11/14

Description of Matter: Move that the County Clerk be requested to advertise for applicants to fill a vacancy on the County Parks and Recreation Commission.

New Business

-Mosquito Abatement Garage and Insecticide Storage Building Project -
Kim Green and Mike Miller provided an update regarding the construction of the pole barn for Mosquito Abatement.

14-M-133

Motion by Trisch, seconded by Allen that per the recommendation of the Mosquito Abatement Director that TSSF Architects be hired to perform professional architectural services for a lump sum amount of \$37,500.00 to implement the construction of the budgeted pole building for the County Mosquito Abatement operation. Motion Carried.

-2014 Budget Amendments

Clayette Zechmeister reviewed budget amendments that are needed for the 2014 county budget.

14-M-134

Motion by Allen, seconded by Kirkpatrick that the 2014 county budget amendments as presented and recommended by the Controller/Administrators Office be received and authorized for implementation. Motion Carried.

-Region 6 Prosperity Meeting

Mike Hoagland provided an update regarding Region 6.

-Prosecutor Position Vacancy - Prosecutor Mark Reene

Prosecutor Reene explained to the Board his reasons for the request to refill the vacancy that will be created with the retirement of a 37-year employee, Karen Elmy.

14-M-135

Motion by Trisch, seconded by Allen to lift the hiring freeze to allow Prosecutor Reene to fill the vacant position in the Prosecutor's Office. Roll Call Vote - Allen - yes; Bardwell - yes; Trisch - yes; Kirkpatrick - no; Bierlein - no. Motion Carried.

-Closed Session - Labor Negotiations (8:30 A.M.)

14-M-136

Motion by Bierlein, seconded by Trisch that the Board meet in closed session under section 8(e) of the Open Meetings Act, to devise strategy in connection with labor negotiations. Erica Dibble, HR Director, is authorized to attend the closed session. Roll Call Vote - Allen - yes; Bardwell - yes; Trisch - yes; Kirkpatrick - yes; Bierlein - yes. Motion Carried at 8:41 a.m.

14-M-137

Motion by Trisch, seconded by Bierlein that the Board reconvene to open session at 9:21 a.m. Roll Call Vote - Allen - yes; Bardwell - yes; Trisch - yes; Kirkpatrick - yes; Bierlein - yes. Motion Carried.

Meeting recessed at 9:21 a.m.

Meeting reconvened at 9:30 a.m.

Commissioner Trisch excused at 9:30 a.m.

Old Business - None

Correspondence/Resolutions

- Mike Hoagland provided an update regarding the letter received from Attorney Lessing in regards to the Marcus Snyder case. The property had been previously in forfeiture which is why Tuscola County was notified of the case.
- Preventative Child Care Group Meeting - The meeting will be on August 28, 2014 at 3:00 p.m. at the Tuscola Technology Center - Commons Room.
- Kristi Smith from the Human Development Commission inquired if the County could help pay administration costs for associated with their program that assists county residents who need help paying back taxes. Mike will work with the Treasurer to determine any solution.
- August 18, 2014 MAC 7th District Meeting - Meeting to be held at the Dairy Plant in Cass City. A tentative agenda has been developed.
- The Tuscola County Pumpkin Festival has requested the Commissioners participate in the parade. Please let Renee know if you will be able to attend. Craig has a convertible available.
- The Commissioners have been invited to the 2014 Tuscola County Farm Bureau Annual Meeting on Thursday, August 21, 2014. The meeting will be hosted by Kohls Farms located at 3062 Hobart Road, Gagetown beginning at 5:00 p.m.

COMMISSIONER LIAISON COMMITTEE REPORTS

BIERLEIN

Thumb Area Consortium/Michigan Works

TRIAD

Human Development Commission (HDC) - At the Personnel Committee meeting the policy handbook was revised to reflect changes with the Affordable Care Act. Tuscola 2020

Recycling Advisory Committee - The Committee is working on putting a plan in place for the next 5 to 10 years.

Local Emergency Planning Committee (LEPC) - Meeting scheduled for August 18, 2014.

Multi County Solid Waste

Local Unit of Government Activity Report

Tuscola In Sync

MAC Board of Directors - Annual conference is in September at Mackinaw Island.

Human Services Collaborative Council

Region VI Economic Development Planning - Meeting with the consultant went well.

MAC-Economic Development & Taxation

BARDWELL

NACo

NACo Rural Action Caucus

Economic Development Corp/Brownfield Redevelopment - Still working with the DFA.

Caro DDA/TIFA - The meeting was yesterday and went well.

MAC Economic Development/Taxation

MAC 7th District - The meeting is August 18, 2014

Local Unit of Government Activity Report - There is local concern regarding the Road Commission and how working together with the Commissioners will positively progress forward.

MAC – Past President

KIRKPATRICK

Thumb Area Consortium/Michigan Works

Board of Health

Community Corrections Advisory Board

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

Land Acquisition - A letter has been sent to Senator Green. Commissioner Kirkpatrick is concerned with who owns the land. He has been informed that possibly Indianfields Township, the Airport Authority and/or the State of Michigan may have interest.

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 - excused at 9:30 a.m.

Board of Health

Planning Commission

Economic Development Corp/Brownfield Redevelopment

Local Unit of Government Activity Report

Behavioral Health Systems Board

ALLEN

Dispatch Authority Board - The vendor selection is proceeding forward.

County Road Commission - Joint meeting was held on August 11, 2014.

Board of Public Works - There is no new update there has been discussion regarding Denmark Township.

Senior Services Advisory Council - Necessary donations are down for the meals on wheels.

Mid-Michigan Mosquito Control Advisory Committee

Saginaw Bay Coastal Initiative - Laura Olgar is working on grant regarding phragmites spraying

Dental Clinic for Indigents

Parks & Recreation - Nick Buggia, Parks & Recreation Chairperson, met on August 13th for how to move forward with the Committee.

Local Unit of Government Activity Report - The Akron water project is moving forward and should be completed soon.

Other Business as Necessary

-Commissioner Bardwell would like to see how a Commissioner could attend the Road Commissioner meeting. Mike Hoagland will request if it is possible to meet at an alternate date to allow for a Commissioner to attend.

-Commissioner Bierlein would like to resend the letter to the Department Heads for the steps requested to be followed when a position needs to be filled.

Extended Public Comment

-Clerk Fetting provided an update regarding CPL applications.

-Joe Bixler informed the Commissioners that the new County Commissioner training is schedule in Frankenmuth for December 9 2014 from 3:00 p.m. to 8:00 p.m.

Meeting adjourned at 10:01 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
August 14, 2014
H.H. Purdy Building
125 W Lincoln St, Caro MI

Meeting called to order at 10:01 a.m.

Commissioners Present: Allen, Bardwell, Trisch (approved prior to being excused from Board meeting at 9:30 a.m.), Kirkpatrick, Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Jodi Fetting, Mary Drier, Tisha Jones, Joe Bixler

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 10:04 a.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 28th day of August, 2014 at 7:30 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 8/25/14

Description of Matter: Move that per the August 20, 2014 memo from the Department of Human Services Director that an internal budget amendment is authorized to transfer \$5,057 from the In-Home Care line item to the Independent Living line item.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 8/25/14

Description of Matter: Move to send communication to Sanilac County affirming the interest of Tuscola County to continue to contract with Sanilac for Animal Control Services because of the cost savings and efficiencies this arrangement produces. Also, explain that Tuscola County wants to be involved and have representation in the process to hire the new director.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 8/25/14

Description of Matter: Move that the resolution of appreciation to Darrell Gill for 30 years of dedicated service to Tuscola County be approved.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 8/25/14

Description of Matter: Move that the Dispatch Radio Tower continue to be leased to Anderson Radio for 5 years at the rate of \$200 per month. Also, the Chairperson is authorized to sign the new lease.

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

BUDGET STATUS REPORT

Fund 101 GENERAL FUND
Department 648 MEDICAL EXAMINER

Tuscola County
Period Ending Date: August 31, 2014

| Account Number Account Name | Previous Actual | Current Year Appropriated Budget | Current Year Total Amended Budget | Month-to-date Actual | Current Year-to-date Actual | Current Budget Balance | Percentage Spent/Received |
|--|---------------------|--|---|-------------------------|-----------------------------------|---------------------------|------------------------------|
| Fund 101 GENERAL FUND Fiscal Year 2014 | | | | | | | |
| Expenses | | | | | | | |
| 648-703-000 SALARIES - SUPERVISION | 0.00 | 0.00 | 6,646.00 | 0.00 | 0.00 | 6,646.00 | 0.00% |
| 648-705-000 SALARIES/PT TIME | 0.00 | 0.00 | 6,000.00 | 2,081.92 | 7,190.76 | -1,190.76 | 119.85% |
| 648-715-000 F.I.C.A. | 0.00 | 0.00 | 968.00 | 159.29 | 550.11 | 417.89 | 56.83% |
| 648-727-000 SUPPLIES, PRINTING, POSTAGE | 0.00 | 750.00 | 1,500.00 | 49.95 | 2,086.21 | -586.21 | 139.08% |
| 648-801-000 CONTRACTUAL | 14,470.56 | 15,000.00 | 5,846.00 | 0.00 | 5,854.66 | -8.66 | 100.15% |
| 648-801-010 CONTRACTUAL M.E.S.I | 0.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 648-836-000 BODY TRANSPORT | 2,459.25 | 3,000.00 | 3,000.00 | 402.50 | 1,632.50 | 1,367.50 | 54.42% |
| 648-839-000 AUTOPSIES | 23,054.00 | 23,000.00 | 23,000.00 | 4,982.00 | 14,662.00 | 8,338.00 | 63.75% |
| 648-851-010 CELLULAR PHONES | 679.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| 648-957-000 EMPLOYEE TRAINING | 0.00 | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 0.00% |
| 648-957-010 TRAINING M.E.S.I. | 0.00 | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00% |
| 648-978-000 EQUIPMENT | 0.00 | 0.00 | 3,648.00 | 0.00 | 0.00 | 3,648.00 | 0.00% |
| Expenses Total | 40,663.72 | 56,250.00 | 55,108.00 | 7,675.66 | 31,976.24 | 23,131.76 | 58.02% |
| Expenses Fund Total | 40,663.72 | 56,250.00 | 55,108.00 | 7,675.66 | 31,976.24 | 23,131.76 | 58.02% |
| Net (Rev/Exp) | 40,663.72 | 56,250.00 | 55,108.00 | 7,675.66 | 31,976.24 | 23,131.76 | |
| Beginning/Adjusted Balance | 2,335,943.78 | | | | | | |
| YTD Revenues | 4,164,314.45 | | | | | | |
| YTD Expenses | | 7,715,178.67 | | | | | |
| Current Fund Balance | | | | | | -1,214,928.44 | |
| Grand Total for Expenses | 40,663.72 | 56,250.00 | 55,108.00 | 7,675.66 | 31,976.24 | 23,131.76 | 58.02% |
| Grand Total Net Rev/Exp | 40,663.72 | 56,250.00 | 55,108.00 | 7,675.66 | 31,976.24 | 23,131.76 | |

You do Bush
& Comm. Kirkpatrick

+1,500
5148
3,648.00
55,108.00
7,675.66
-1,214,928.44



TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

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

August 25, 2014

Tuscola County Road Commission
Mr. Jack Laurie - Chairman
1733 South Mertz Road
Caro, MI 48723

Dear Mr. Laurie:

Tuscola County is excited about the building of the new Dairy Farmers of America (DFA) Milk Processing Plant. Because of their investment Tuscola County will see an economic boom that has not happened in many years. The new DFA employees will be hired in at an hourly rate which is much higher than our present manufactures are paying which will significantly raise the quality of life in Tuscola County.

To encourage the future growth and the development of phase II of the DFA Milk Processing Plant we encourage the Tuscola County Road Commission to allow DFA to cut open Elmwood/Doerr Road for their waste water treatment line. DFA has run into substantial additional costs in the building of the plant due to unforeseen waste water treatment plant costs. We understand the ideal situation would be to bore under Elmwood/Doerr Road for the waste water treatment line, but the additional costs would create a hardship for this project.

The Tuscola Board of Commissioners respectfully request the Tuscola County Road Commission allow the DFA to open cut Elmwood/Doerr Road and to restore it to your present requirements of an open cut road.

Sincerely,

Thomas Bardwell
Chairman, Board of Commissioners

thumb



Tuscola County Economic Development Corporation

Empowering Leadership • Promoting Manufacture, Growth & Innovation

Tuscola County Economic Development Corporation
429 North State Street, Suite 102
Caro, MI 48723

August 25, 2014

Tuscola County Road Commission
Mr. Jack Laurie - Chairman
1733 South Mertz Road
Caro, MI 48723

Dear Mr. Laurie,

The Tuscola County EDC is excited about the building of the new Dairy Farmers of America (DFA) Milk Processing Plant. Because of their investment Tuscola County will see an economic boom that has not happened in many years. The new DFA employees will be hired in at an hourly rate which is much higher than our present manufactures are paying which will significantly raise the quality of life in Tuscola County.

To encourage the future growth and the development of phase II of the DFA Milk Processing Plant we encourage the Tuscola County Road Commission to allow DFA to open cut the Elmwood/Doerr Road intersection for their waste water treatment line. DFA has run into substantial additional costs in the building of the plant due to unforeseen waste water treatment plant costs. We understand the ideal situation would be to bore under the Elmwood/ Doerr Road intersection, but the additional costs would create a hardship for this project.

The Tuscola County EDC respectfully requests the Tuscola County Road Commission allow the DFA to open cut the Elmwood/Doerr Road intersection and to restore it to your present requirements to an open cut road.

Sincerely,

A handwritten signature in cursive script that reads "Stephen D. Erickson".

Steve D. Erickson
Executive Director

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



Tuscola County Sheriff's Office

420 Court Street • Caro, MI 48723

Lee Teschendorf, Sheriff
Glen Skrent, Undersheriff

Phone (989) 673-8161
Fax (989) 673-8164

To: Tuscola County Board of Commissioners

From: Lt. Brian Harris

Date: August 26, 2014

Ref: GPS Monitoring

Currently our work release inmates are allowed out to work after meeting certain criteria's. The work location and verification of the same is one of these criteria's. However, the location of the job-site is accepted on the "word" of the employer and/or the inmate as to where they will be working. At times this is very difficult to determine the accuracy of the work location. Some have employment locations that change daily and/or by the minute. Construction & delivery drivers are two examples. The Tuscola County Sheriff's Office has rules in place for inmates on work release. However, some of the rules are very difficult to enforce without the proper knowledge of the daily locations of the work release inmate.

Over the years of this program, there have been several occasions where an inmate was found "out of bounds" and/or we have been notified (from the public) that a work release inmate was "out of bounds". Without actual proof, it is very hard to verify if the inmate was actually "out of bounds" or if the reporting person was just holding a grudge and trying to cause issues for the inmate. Inmates that are found "out of bounds" are removed from the work release program.

I would like to place all of the work release inmates on a GPS tether to provide better safety and security for the public and for better accountability for Tuscola County Sheriff's Office.

By doing so,

We will know the current location of the inmate, where they have been and when they were there.

"Hot zones" can be established as to where the inmate is not allowed to go.

A text and/or email can be sent to the monitor (TCSO) if a "Hot zone" is entered.

A possibility of using the tether as a condition of release (as ordered by the courts). This would help with bed space.

All equipment will be on site at the Sheriff's Office. (2 day delivery time if more supplies are requested).

All monitoring will be done by corrections by the company website that is interlinked with Google maps.

A vibration or tone alert can be sent to the tether to notify the person to contact the Sheriff's Office.

There will be a one-time \$50.00 initial set-up fee on all tethers. This is set by TCSO and does not go to the GPS monitoring company.

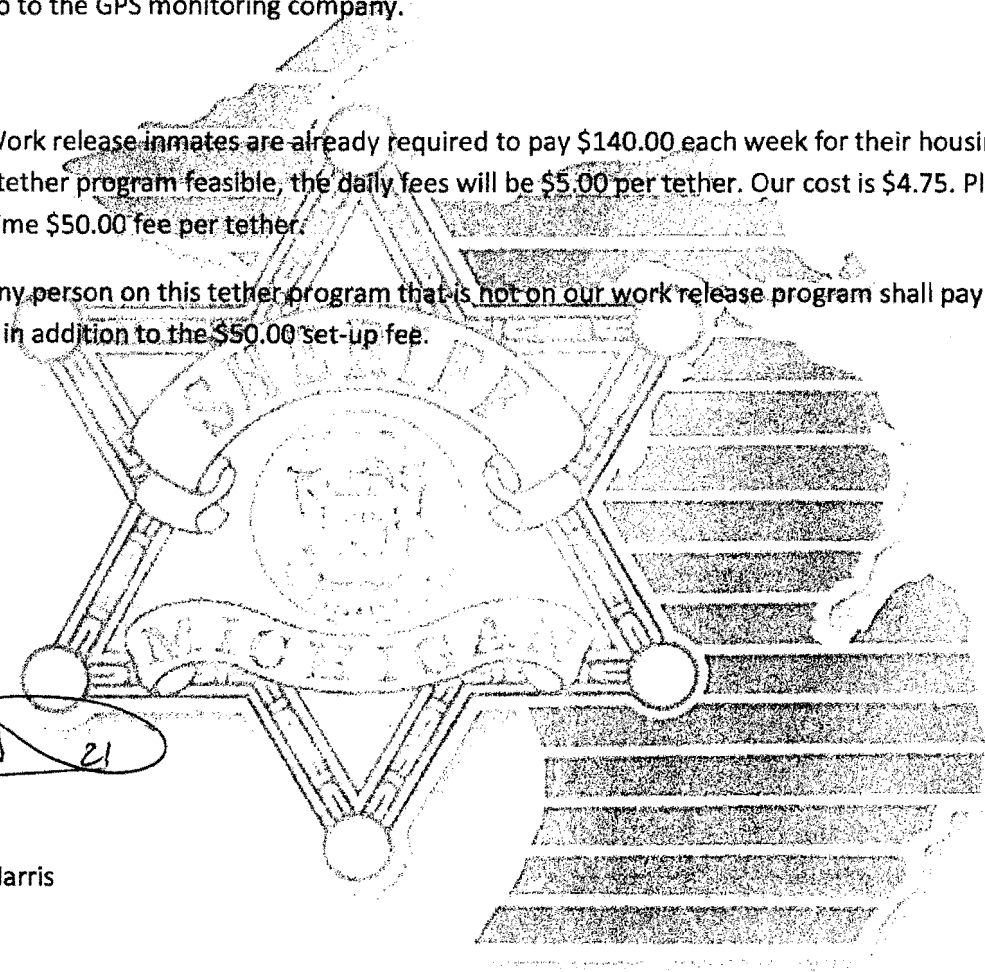
Work release inmates are already required to pay \$140.00 each week for their housing. So to keep the tether program feasible, the daily fees will be \$5.00 per tether. Our cost is \$4.75. Plus we get the one-time \$50.00 fee per tether.

Any person on this tether program that is not on our work release program shall pay a daily fee of \$10.00 in addition to the \$50.00 set-up fee.

Sincerely,

A handwritten signature in black ink, appearing to read "BH 21", enclosed within a hand-drawn oval.

Lt. Brian Harris



LEASE AGREEMENT

This Lease Agreement is made on this ____ day of _____, 2014 by and between SATELLITE TRACKING OF PEOPLE LLC ("Lessor") and [TUSCOLA COUNTY SHERIFFS DEPARTMENT] ("Lessee").

In consideration of the mutual promises contained herein and the receipt of other good and valuable considerations, the parties agree as follows:

Scope of Work:

- Lessee desires to have the ability to utilize electronically monitor services on certain individuals.
- Lessor desires to lease to Lessee certain equipment and services as set forth in Exhibit A.
- Title to all leased equipment shall remain with Lessor. Lessee is not purchasing any of the equipment set forth in Exhibit A. Instead, such equipment is being leased by Lessee solely for its use in the United States to assist in tracking the location of designated individuals (referred to herein as "Individuals").
- Lessee will promptly return all leased equipment to Lessor upon expiration of the lease term in its original condition, reasonable wear and tear excepted.

Agreement Term and Renewal: This Agreement shall begin on the Effective Date defined above and shall continue for the period of three (3) years, during which time Lessor provides the services set forth in Exhibit A, unless terminated or renewed as provided herein ("Initial Term"). Following the Initial Term, this Agreement, its terms and conditions and authorized amendments will renew automatically for succeeding periods of one (1) year each on the anniversary of the Effective Date unless otherwise terminated as provided herein.

Payment: Lessor will provide Lessee with monthly invoices in accordance with Exhibit A. Lessor invoices are due and payable in full when presented. Lessee is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder.

Shipping: Unless otherwise agreed to by Lessor, shipping of equipment will be done in accordance with Lessor's standard shipping terms of 2nd day delivery processed the day following receipt of the order. Lessor will pay shipping costs for faulty equipment returned for repair and/or replacement.

Lessee's Obligations: In addition to any obligations and responsibilities otherwise noted herein, Lessee understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) has complete authority and responsibility for the selection, management and administration of Individuals, including but not limited to monitoring, (b) designating the monitoring level for all Individuals monitored with the leased equipment, (c) identifying and making available Lessee staff during the term of this Agreement, (d) establish alert notification protocols and parameters.

Proprietary Property: Title to any Intellectual Property, leased equipment, including its replacements, and all components of such equipment and replacements, including any software, shall not pass to Lessee as a result of this Agreement. Leased equipment may only be serviced and/or repaired by Lessor. As an attribute of the equipment lease and for only so long as such lease is not terminated or expired, Lessor grants to Lessee a personal, non-exclusive, and non-transferable license under certain U.S. Patents and other intellectual property rights, hereinafter "INTELLECTUAL PROPERTY," that Lessor has the right to license, such INTELLECTUAL PROPERTY pertaining to the leased equipment, including any software, and the intended use of such leased equipment. This license shall only extend to Lessee's use of the leased equipment as specified herein and for no other purpose. This license shall also extend only to that equipment whose lease from Lessor has not terminated or expired. Notwithstanding any provision herein to the contrary, this license shall not be assignable or transferable by Lessee. In consideration of this license and as a requirement of the lease, Lessee agrees that it will not decompile, disassemble or otherwise reverse engineer the leased equipment, including any software, or cause or allow others to do so. Lessee will not modify, or cause or allow others, to modify the leased equipment and software, without the prior written consent of Lessor. Lessor or a professional audit firm selected by Lessor shall have the right, at Lessor's expense, to enter Lessee's premises during times and dates reasonably agreed upon by Lessee and Lessor, and make a reasonable examination of Lessee's records, the leased equipment and other things as may be necessary to verify that Lessee is abiding by the terms and conditions of this Agreement.

Non-Infringement of Intellectual Property: Lessor warrants that neither the products, processes, computer software, software modules, media, documentation and other materials provided to Lessee under this Agreement will infringe or constitute an infringement of any U.S. copyright, U.S. patent, U.S. trademark or other proprietary right of a third party. Should any such items become the subject of an infringement claim or suit, Lessor may obtain for Lessee the right to continue using such items or may replace or modify them to make them non-infringing. If Lessor, in its sole discretion, does not believe that either of these alternatives is reasonable, Lessor may require Lessee to stop using such items and Lessee agrees to immediately cease all infringing use.

Nondisclosure: The parties hereto agree to protect all confidential proprietary information provided by one party to the other, and not to publish or disclose the other party's information to any third party without the other's written permission. The term proprietary information means confidential materials, documents, data and other information which Lessor or Lessee has designated or marked as proprietary and confidential. Neither Lessor nor Lessee will be required to protect proprietary information, which is or becomes publicly available, (other than as a result of a breach of this Agreement) is independently developed by such party outside the scope of this Agreement, or is rightfully obtained from third parties.

Warranties, Disclaimers and Indemnification: Lessee is entitled to any warranties on leased equipment provided by the manufacturer of such equipment and which can be assigned to Lessee. Lessor makes no other warranties regarding the products or services provided hereunder, express or implied, and Lessor specifically excludes any warranty of merchantability and fitness of its products and services for a particular purpose. Lessor expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will Lessor be liable for any direct, indirect, special, consequential or incidental damages in connection with or arising out of the providing, performance or use of the products or services provided under this Agreement. Lessee acknowledges that neither the equipment nor services provided herein shall prevent, and that neither is it intended to prevent, any individual from committing any harmful, tortuous, or illegal acts. Lessee further acknowledges that it may be possible for an individual to remove the equipment by unauthorized means, and that Lessor expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by the individual. In no event does Lessor assume or bear any responsibility or liability for acts that may be committed by third Parties or persons subject to or using products or services. The parties hereto shall not be liable for any failure or delay in performance hereunder which is due to Force Majeure. For purposes of this Section, Force Majeure shall mean any event beyond the reasonable control of the parties, including, without limitation, failures of computers, computer-related equipment, hardware or software, network service coverage, fire, flood, riots, strikes, epidemics, war (declared or undeclared and including the continuance, expansion or new outbreak of any war or conflict now in existence), embargoes and governmental actions or decrees.

Notwithstanding anything to the contrary in this Agreement, Lessor will reimburse Lessee for reasonable costs from a final judgment in a court of law ruling the damage was proximately caused by Lessor's equipment. To the extent permitted by federal and state law, Lessee shall indemnify and hold harmless Lessor for matters that involve designating levels of monitoring for each individual and any claim, injury, loss, damage or expense arising out of willful and intentional acts of individuals.

Miscellaneous Provisions: Continued Performance: When this Agreement terminates, both Parties will continue to comply with all of the terms of this Agreement which call for performance prior or subsequent to the termination date, including their respective obligations to protect confidential proprietary information. **Breach and Non-payment Termination:** In the event a breach of this Agreement occurs by Lessee by any reason, including non-payment, then Lessor shall notify Lessee who shall then have fifteen (15) calendar days to cure said breach. In the event of a failure to cure, Lessor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement upon twenty-four (24) hours notice. The occurrence of any of the following events shall constitute an Event of Default or Breach under this Agreement: (i) Either Party fails to comply with any other term, condition or covenant contained in this Agreement and does not cure that failure as specified herein; (ii) A petition in bankruptcy is filed by or against either Party or a receiver or trustee of any property of either Party is appointed, (iii) Either Party is dissolved, liquidated or terminated, or either Party ceases its ongoing business operations, sales activity of Support Services, without prior written consent of the other Party, (iv) Any act or omission of either Party, which adversely effects the reputation of the other; (v) The passage of any legislation which would impair or jeopardize the ability of Lessor to maintain Lessor's proprietary rights in the Intellectual Property for the products and services covered by this Agreement. **Statute of Limitations:** the parties hereby agree that the statute of limitations for any action for fault hereunder by either Party, including for breach of warranty or indemnity, shall be one (1) year after a cause of action accrues. **Venue:** This Agreement shall be governed, interpreted and construed under the laws of the State of Delaware. **No Third Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Lessor, Lessee and their permitted affiliates and assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. **Successors:** this Agreement shall be binding upon the respective successors, affiliates and assigns of the parties. **Modifications and Waivers:** If either party waives or modifies any term or condition of this Agreement, this will not void, waive or change any other term or condition. If either party waives a default by the other, this will not waive future or other defaults. If any part of this Agreement, for any reason is declared to be invalid, it shall be deemed modified as necessary to be valid. The remainder of this Agreement shall continue in effect as if the Agreement has been entered without the invalid portion. **Entire Agreement:** This Agreement sets forth the full understanding between the parties and may only be changed in writing, duly executed by both Parties. **Acknowledgement:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

Exhibit A attached is made a part of this Agreement as if fully included in the text.

In witness whereof, each of the parties has executed this Agreement as of the date and year first set forth herein.

Lessor:

Satellite Tracking Of People LLC

Name: Greg Utterback

Title: Chief Development Officer

Signature: _____

Lessee:

Entity Name: _____

Contact Name: _____

Address: _____

Contact Tel: _____

Signature: _____

EXHIBIT A

Unit Pricing

| Category | Volume Tiers * | Price |
|---------------------------------------|----------------|--|
| GPS Device (BLUtag) | 1 + | \$4.25/day/unit |
| Monitoring Center Services (optional) | 1 + | \$1.00/day/unit |
| Mobile Monitoring Device (BLUscan) | 1 + | 1 BLUscan at no charge for every 20 installed BLUtag, BLU+ or BLUband units or \$1.00/day/device |

* - Average daily billable units per month

Lessor provides Lessee a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Lessor will charge Lessee the per diem rate above for units in excess of 20% of the average daily activated units.

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or LESSEE, or if the unit is lost, the LESSEE will reimburse LESSOR based on the Replacement Cost listed below. In lieu of LESSEE paying for lost/damaged units, LESSEE may elect below to purchase insurance at the per diem noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, LESSEE shall use its best efforts to recover all units on behalf of LESSOR. LESSOR may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost: \$0.50 per day per device

Electing Insurance Coverage (must check one): Yes No

Replacement Cost

| Part | Description | Quantity | Replacement Cost |
|------|---|---------------------|---------------------|
| 1 | BLUtag Unit | 1 | \$ 500 ¹ |
| 2 | BLUhome Unit (if applicable) | 1 | \$ 350 ¹ |
| 3 | BLUbox (if applicable) | 1 | \$ 200 ¹ |
| 4 | BLU+ | 1 | \$ 500 ¹ |
| 5 | Straps and direct clips for BluTag® (set comprised of one strap and four clips) | 9 per unit per year | \$ 10 |
| 6 | Charging Coupler for BLUtag/BLU+ | 1 | \$ 25 |
| 7 | BLUscan (if applicable) | 1 | \$ 350 |
| 8 | BLUband | 1 | \$ 125 |
| 9 | Installation Kit | 1 | \$ 25 |

Notes: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.



Creative application of GPS monitoring technology: Santa Barbara County, California, Sheriff's Office

SYNOPSIS:

- Participants in GPS monitoring program remain in custody of Sheriff's Office at all times
- Supervising agents are sworn and armed law enforcement officers
- Highly successful program: since 2007, the start of the GPS monitoring program, only 13 participants escaped by cutting off the monitoring device and all were apprehended, charged and tried for a new crime: escaping
- Program's success rooted in combination of incentives, deterrents and flexibility given to supervising agents to meet participants' individual situations
- Sheriff's Office supervises between 70-100 participants every day in its GPS monitoring program, saving approximately \$70 per day per participant

GPS monitoring technology has allowed the Santa Barbara County, California, Sheriff's Office to save taxpayer money, effectively maintain a high level of community safety and help people turn their lives around. The combination of rewards, deterrents and the latitude supervising officers are given to set up participants for success result in better outcomes. GPS monitoring technology allows supervising officers to quickly learn the "games" some participants play, such as saying they were in one location when in reality they were some place else, and put a stop to them. This program holds participants to a high level of accountability.

Still in the Sheriff's custody

When inmates from the county jail apply and are accepted into the Sheriff's Office's electronic monitoring program, it is clearly and succinctly stated that if they do not comply with the terms of supervision, they will find themselves behind bars. Even though program participants are not physically in the jail facility, they are still effectively in the Sheriff's Office's custody. If a participant cuts the GPS monitoring device's strap from around his/her ankle, the Sheriff's Office and the Court classify the incident as an escape. Since adding GPS monitoring technology into the suite of available custody alternatives, only 13 participants have escaped and all of them were caught — most within hours — returned to jail and charged with escaping, meaning they were tried for a new crime.

GPS introduced in 2007

The Sheriff's Office has monitored and supervised inmates in the community since 2001, when it decided to reclassify a remote jail facility from a work furlough unit to jail housing. During this transition, the Sheriff's Office used field check personnel to verify everyday that inmate participants were in compliance with the terms of the program. When the Sheriff introduced passive GPS monitoring technology into the supervision mix in 2007, the field check personnel were reduced from four to two and worked only one or two days per week. As a result the Sheriff's Office experienced significant budget saving.

GPS monitoring program saves about \$70/day

Today the Sheriff's Office uses Satellite Tracking of People's (STOP) GPS monitoring system, which includes active, hybrid and passive GPS monitoring modes to supervise an average of 75 to 100 participants every day. By removing these qualified inmates from the jail, the Sheriff's Office saves approximately \$70 per day per participant.

The population is made up of community release inmates who are referred to the program by the Court, and those who are in jail and apply. The applicant inmates are interviewed concerning their criminal history. Their behavior while incarcerated is also reviewed. It is not unusual for the evaluation team to seek input from the County Probation Department to determine if the applicant inmate could adhere to the program and be successful. Participants can be supervised up to one year on GPS, but once their good-time, work time and credit for time-served are calculated, they can spend up to eight months in the program. Approximately 95 percent of the program participants have a stable residence and a job or they are full time students. The remaining 5 percent are placed in transitional housing or sober living facilities.

Why the program is successful

Because the supervising officers are sworn and armed law enforcement officers, they can immediately take non-compliant participants to jail. There is no waiting for law enforcement officers to pick up participants because they are already on the scene. Supervising officers are given a great deal of flexibility to help participants successfully complete the program. Many times they use the participant's allotment of free time as a means to help improve compliance. For example, the participant originally had four hours of free time on Sundays, but made numerous minor program infractions despite the supervising officer's attempts to help. The officer may

reduce the number of free hours on Sunday from four to two. Because of the high expectations, the program experiences a small failure rate — an average of only about 6 percent each year.

More information

Satellite Tracking of People LLC (STOP) provides GPS and radio frequency monitoring equipment and services to government agencies responsible for supervising adults and juveniles in the community. We developed and successfully deployed BluTag, the first one-piece GPS monitoring device. BluTag is the only device with the ability to detect, record and report when an individual deliberately shields its ability to receive GPS signals.

More than 220 government agencies use our comprehensive monitoring system. The programs range in size from an average of five supervised individuals each month to as many as 4,800. Regardless of the program size, STOP focuses on the needs and expectations of the customer. We host an annual Training Institute for all customers enabling all attendees to learn from each other how they use our system, resulting in the development of better protocols.

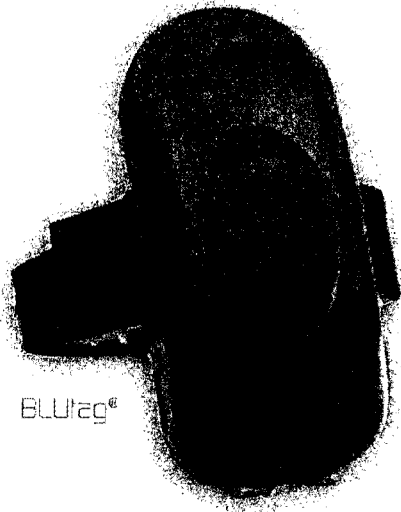
Learn more about either STOP's monitoring system or the Santa Barbara County Sheriff's Office program by calling STOP at 832-553-9500 or emailing info@stopllc.com.



Satellite Tracking of People LLC

Tracking Success™

Detecting and Reporting GPS "Jamming" and "Shielding" Events, continued



Learn more about BluTag, its leadership role in the industry and STOP's approach to conducting business today. Put our system to the test by scheduling a two-week free trial.

BluTag®: Industry-leading device

BluTag, the original one-piece GPS monitoring device, is the only device capable of recognizing and immediately reporting suspected GPS "jamming" and "shielding" events. Satellite Tracking of People LLC (STOP), the manufacturer of BluTag, is the first company to develop and implement this type of functionality for the field of community corrections.

How it works

"Jamming" events: Our proprietary algorithm continuously checks for specific conditions over a designated period of time. If those conditions exist, then BluTag immediately reports a GPS "jamming" event. No other GPS enrollee monitoring device offers this type of detection and reporting ability.

"Shielding" events: BluTag continuously self-checks its health and operations, including its ability to receive GPS signals. If our proprietary functionality of the internal electronics detects a material(s) covering the device, it waits for a pre-determined length of time before taking more steps to confirm "shielding" of BluTag. If "shielding" is still detected after BluTag performs the confirmation steps, then it immediately reports the event to VeriTracks. No other GPS enrollee monitoring device offers this type of capability.

Expect more

STOP encourages you to *expect more* from your GPS vendor. We know our success depends on the success of your supervision program. Because of this we work closely with every customer to help ensure they are set up for success with our system and company. The following are standard practices we offer every customer.

- > Inclusive pricing
- > No questions asked return policy
- > Lifetime warranty on all equipment
- > Guaranteed two-day equipment delivery
- > High levels of responsiveness throughout
- > Annual events for customer training and the company education

1212 North Post Oak Road, Suite 100 • Houston, Texas 77055
www.stopllc.com • info@stopllc.com • www.utterbacksutterings.com
O 832-553-9500 • Toll free 866-525-8824 • F 832-553-9530

Detecting and Reporting GPS "Jamming" and "Shielding" Events

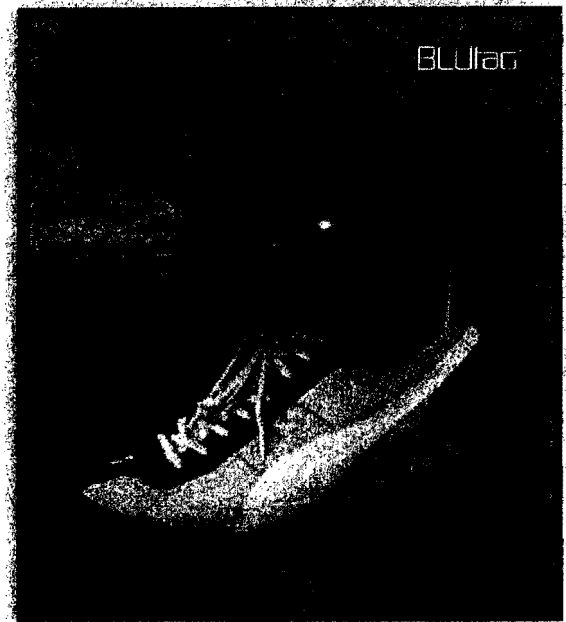
Are you seeing gaps in the GPS tracks of some enrollees? They may be "jamming" or "shielding" their GPS monitoring device to camouflage or hide their location and movements.

GPS Jamming

"Jamming" a GPS monitoring device can occur from many sources. Recent technological developments allow enrollees to purchase low-cost, and illegal, electronic units to "jam" or interrupt the receipt of the GPS signal. This type of unit is a frequently-used method on television and cable shows involving criminals. Information about jamming is also readily available on the Internet.

GPS Shielding

"Shielding" occurs when an enrollee uses one or more materials to prevent the device from receiving GPS signals. It usually involves wrapping the material(s) around the GPS monitoring device. When this occurs, the device is shielded or blocked from receiving GPS signals and the enrollee's movements are not tracked. >>>





BLUBOX™

BLUBOX™ {optional GPS monitoring accessory}

- Ideal accessory for use in areas not conducive to receiving GPS signals
- Easy and quick installation, simply plug into standard electrical outlet
- Works with BluTag in all GPS monitoring modes
- Extends BluTag's battery while within RF signal range

BLUBAND™

BLUBAND™ {radio frequency transceiver}

- Receives messages about the RF signal
- 18-month battery life
- Battery permanently sealed in the case



BLUHOME™

BLUHOME™ {home-based monitoring unit}

- Transmits data using analog/landline or most digital phone service in the home or cellular phone service
- Adjustable RF signal range — default ranges through VeriTracks or manually create cut-off points based on the home's configuration
- Back-up battery powers unit for at least three days
- No lost data during electrical or phone service interruptions
- Functions with BluTag and BluBand



BLUSCAN™

BLUSCAN™ {mobile monitoring unit}

- Simultaneously monitors up to 16 pieces of STOP equipment
- Stores up to 5,000 events in its memory
- Operates for at least three days on a single battery charge
- Convenient recharging



Satellite Tracking of People LLC

Tracking Success™

1212 North Post Oak Road, Suite 100 • Houston, TX 77055
www.stopllic.com • info@stopllic.com • P 866-525-8824 • F 832-553-9530



Satellite Tracking of People LLC

Single system, multiple offender monitoring solutions: GPS and RF technology • victim notification • overcome impaired environments • flexible monitoring services

BLUTAG® {one-piece GPS monitoring device}

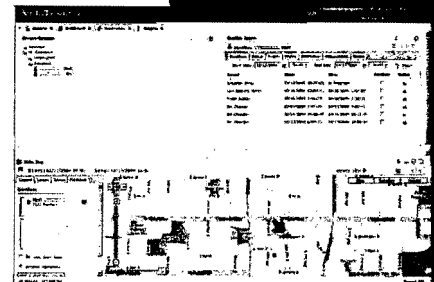
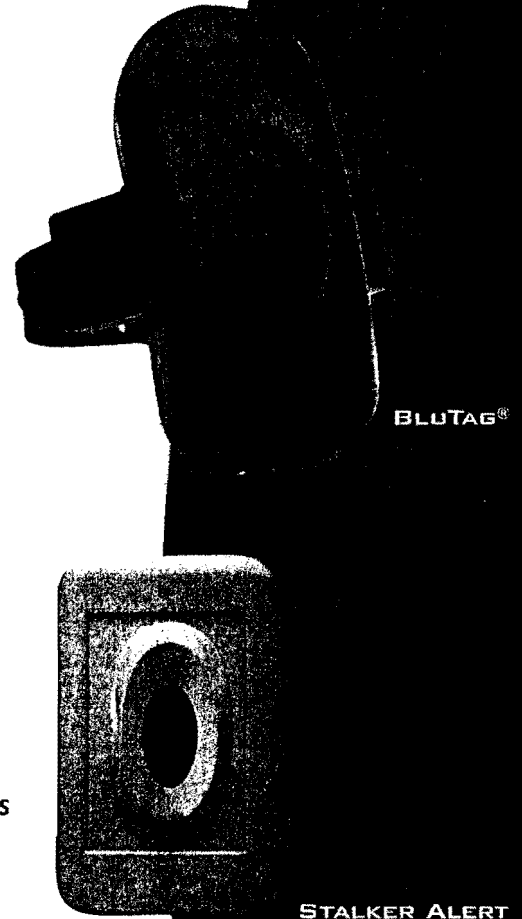
- Fifth generation device
- Only device capable of detecting and reporting deliberate shielding or blocking of the GPS signal
- Enhanced secondary location technology
- Longest battery life when receiving one GPS location point per minute: at least 48 hours on a single charge
- Battery permanently sealed in the case

STALKER ALERT {victim notification device}

- A mobile proximity zone surrounds the victim at all times, which is also an exclusion zone for the defendant
- Victims receive notifications on the defendant's proximity at a customizable range
- Small compact device with three distinct notification ranges
- Closest range notifies victim without need of cell phone communication

VERITRACKS® {secure cloud computing-based monitoring software}

- Intuitive widgets and tabs provide all functionality
- Robust mapping capabilities through Google Maps™ including street view
- Comprehensive reporting functionality, including custom reports
- Automated crime scene correlation compares movements of enrollees with locations of reported crimes
- Flexible and robust Monitoring Center functionality, including notification trees and escalating notifications



CONTINUED >

Thumb Regional Counties (Region 6A) Meeting
Thursday, September 11, 2014 – 3:00 p.m.

Huron County Board of Commissioners Office
Room 305
250 E. Huron Ave.
Bad Axe, MI

*Conflicts
with 3:30 P.M.
BOC Meeting*

Agenda

Minutes from June 4, 2014 meeting

Suggested Topics:

- Region 6 update
- Renewable energy update
- Animal Control
- Recycling
- GIS

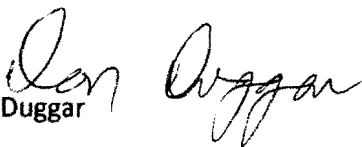
Discussion

Next Meeting: Sanilac

Conclusion

To Tuscola County Board of Commissioners

I did not apply for an appointment to the Solid Waste Planning Committee but someone added my name and you appointed me anyway. However, I hereby resign that appointment.

Don Duggar  8/15/14

#8

Tuscola County Health Department
Board of Commissioners Monthly Report for August 2014
Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer

Visit our website at www.tchd.us

Outcomes for the Month:

- The Health Department is still waiting to see if Wolverine will be accepting any unaccompanied illegal alien children.
- We have been informed that our Accreditation is scheduled for the week of July 20, 2015.

Issues under consideration by the Local Health Department:

- No further reported cases of pertussis or norovirus since last meeting.
- Work has begun on FY14-15 Budgets.
- We are gearing up for the Back to School Immunization rush by adding 3 additional late/evening clinics.

Issues to be brought to Board of Commissioners:

- None.

July 31, 2014

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, July 31, 2014 at 8:00 A.M.

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

Motion by Parsell seconded by Matuszak that the minutes of the July 16, 2014 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan that the minutes of the closed session of the Board dated July 16, 2014 be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$91,257.18 and bills in the amount of \$1,545,027.19 covered by vouchers #14-34, #14-35, #14-36, #14-37, #14-38, #14-39, and #HRA-19 were presented and audited.

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

Brief Public Comment Segment:

- (1) Mr. Charles Dennis asked the Board the reason for not selecting the low bidder for a Tandem Axle Truck as awarded at the March 27, 2014 regular meeting of the Board. Management will review the bids and report back at the next regular meeting of the Board.
- (2) Mr. Robert Worth again asked the Board regarding its prior year financial audit report comments and the Road Commission's pension plans. The Board explained that these issues have been reviewed and will be further discussed with the Tuscola County Board's Finance Committee.
- (3) Dr. Edward Canfield appeared before the Board to introduce himself as a candidate for the State of Michigan 84th District House of Representatives.

Tuscola County Drain Commissioner Bob Mantey appeared before the Board to discuss the Wiscoggin Drain Project scheduled for the year 2015. Mr. Mantey explained that the drain will need to be re-aligned at the intersection of Fairgrove Road and Graf Road; and is asking other municipalities to partner with the project in order to fund the drain relocation expenses outside the authority of a maintenance project. Almer Township Supervisor Jim Miklovic reported that the Almer Township Board is also reviewing the request. After further discussion, the following motion was introduced:

Motion by Sheridan seconded by Parsell to approve that the Road Commission partner with the Tuscola County Drain Commission in regards to the Wiscoggin Drain Project scheduled for the year 2015 in order to re-align the drain at the intersection of Fairgrove Road and Graf Road, at a maximum Road Commission funding of \$15,000 to be paid over a three year term. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Mr. Martin Skura appeared before the Board to discuss a proposed campground site on Phillips Road in Kingston Township. Mr. Skura explained that Kingston Township has an ordinance that requires his proposed campground be located on a primary road. The Board recommended that Mr. Skura request a variance from the Kingston Township Board regarding their ordinance. In the meantime, the following motion was introduced:

Motion by Zwerk seconded by Parsell that Management send a letter to Mr. Martin Skura, with a copy sent to the Kingston Township Board, that the Road Commission has no policy regarding a requirement of a campground be located on a primary road. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan to approve and sign the title sheet for the Remington Road Bridge Replacement Project, and move forward with letting the project. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk that a permit be issued to the "Thumb Octagon Barn" allowing for the closure of Richie Road between Bay City-Forestville Road and Huron Line Road from 8:00 A.M. to 6:00 P.M. on September 6-7, 2014 in conjunction with the annual "Fall Family Days Event"; and that the Road Commission will provide standard traffic control signs for the closure. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission cast a ballot for Michael Power of Huron County, Rick Anderson of St. Joseph County, Jerry Peterson of Jackson/Calhoun County, and Ryan Doyle of Lapeer County to serve as Board of Directors of the Association of Southern Michigan Road Commissions. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to accept and award the bid from Bailey Construction to complete the excavation of the source area in accordance with the final assessment report regarding the removal of a fuel tank at the Vassar Division. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Gary Parsell seconded by Mike Zwerk to authorize Chairman John Laurie to sign the Michigan Department of Transportation Contract #2014-0168 for the shared financing of the Chemical Containment System located at the Vassar Division storage facility. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Gary Parsell seconded by Mike Zwerk to authorize Chairman John Laurie to sign the Michigan Department of Transportation Contract #2014-0210 for the shared financing of the Chemical Containment System located at the Caro Division storage facility. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Gary Parsell seconded by Mike Zwerk to authorize Chairman John Laurie to sign the Michigan Department of Transportation Contract #2014-0211 for the shared financing of the Chemical Containment System located at the Deford Division storage facility. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Gary Parsell seconded by Mike Zwerk to authorize Chairman John Laurie to sign the Michigan Department of Transportation Contract #2014-0212 for the shared financing of the Chemical Containment System located at the Akron Division storage facility. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to approve the Road Commission internally post two (2) hourly job openings within the Laborer classification at the Vassar Garage and the Akron Garage, all in accordance with the Union Labor Agreement; and to publically advertise for the openings if they should remain unfilled internally. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Superintendent/Manager Jay Tuckey requested from the Board approval to purchase a new grader wing as part of the 2014 Capital Outlay Budget. The Board requested additional information and will further discuss at the next regular meeting of the Board.

Motion by Parsell seconded by Matuszak to appoint Superintendent/Manager Jay Tuckey to attend the 2014 CRAM Superintendent's Conference. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:45 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

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

WHEREAS, the U.S. Environmental Protection Agency (EPA) issued a final direct rule on July 2, 2014, that would allow the agency to conduct administrative wage garnishment. Unless the EPA takes action to actively withdraw the rule, the EPA will be able to garnish the nonfederal wages of private citizens to collect unpaid fines without a court order effective September 2, 2014; and

WHEREAS, the EPA has a long history of regulatory overreach and issuing substantial fines against ordinary citizens conducting activities, ultimately determined to be legal, on their own property. The EPA can administratively fine individuals hundreds of thousands of dollars per day, easily large enough to ruin a family. At the same time, disputes over EPA jurisdiction and enforcement are common and have been successfully challenged in case after case; and

WHEREAS, administrative wage garnishment will compound the problems already faced by property owners attempting to fight questionable EPA actions. This process will allow EPA to dictate the procedures for challenging fines and wage garnishment, and remove it from a neutral court setting. The EPA will be able to decide if an individual can present an oral defense, choose the hearing officer, and determine the site of the hearing. The burden of proof will be on the individual, not the agency. In short, administrative wage garnishment will allow an agency with institution-wide issues unbridled discretion to judge its own actions and further power to suppress challenges to its authority; and


WHEREAS, Senator Thomas Casperson has offered this same resolution as SR 168; now

THEREFORE, BE IT RESOLVED that this Board of Commissioners vehemently opposes the U.S. Environmental Protection Agency's proposal to garnish wages without a court order and wholly supports SR 168; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to all Michigan counties, Representative Terry Brown, Senator Mike Green, Senator Thomas Casperson, Governor Rick Snyder, the Michigan Association of Counties, Congresswoman Candice Miller, Congressman Dan Benishek, Congressman Bill Huizenga, Congressman Justin Amash, Congressman Dave Camp, Congressman Dan Kildee, Congressman Fred Upton, Congressman Tim Walberg, Congressman Sander Levin, Congressman Mike Rogers, Congressman Kerry Bentivolio, Congressman John Dingell, Congressman John Conyers Jr., Congressman Gary Peters, U.S. Senator Debbie Stabenow, U.S. Senator Carl Levin, the Administrator of the U.S. Environmental Protection Agency, and the National Association of Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE


David G. Peruski, Chairman

Senator Casperson offered the following resolution:

Senate Resolution No. 168.

A resolution to oppose the U.S. Environmental Protection Agency's proposal to garnish wages without a court order.

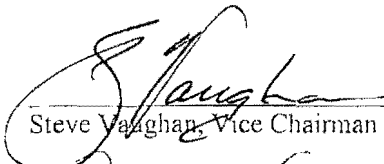
Whereas, The U.S. Environmental Protection Agency (EPA) issued a final direct rule on July 2, 2014, that would allow the agency to conduct administrative wage garnishment. Unless the EPA takes action to actively withdraw the rule, the EPA will be able to garnish the nonfederal wages of private citizens to collect unpaid fines without a court order effective September 2, 2014; and

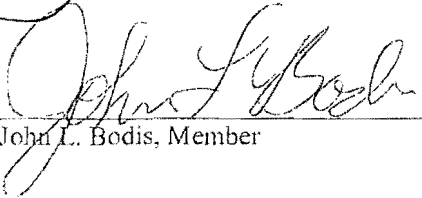
Whereas, The EPA has a long history of regulatory overreach and issuing substantial fines against ordinary citizens conducting activities, ultimately determined to be legal, on their own property. The EPA can administratively fine individuals hundreds of thousands of dollars per day, easily large enough to ruin a family. At the same time, disputes over EPA jurisdiction and enforcement are common and have been successfully challenged in case after case; and

Whereas, Administrative wage garnishment will compound the problems already faced by property owners attempting to fight questionable EPA actions. This process will allow EPA to dictate the procedures for challenging fines and wage garnishment, and remove it from a neutral court setting. The EPA will be able to decide if an individual can present an oral defense, choose the hearing officer, and determine the site of the hearing. The burden of proof will be on the individual, not the agency. In short, administrative wage garnishment will allow an agency with institution-wide issues unbridled discretion to judge its own actions and further power to suppress challenges to its authority; now, therefore, be it

Resolved by the Senate, That we oppose the U.S. Environmental Protection Agency's proposal to garnish wages without a court order; and be it further

Resolved, That copies of this resolution be transmitted to the Administrator of the U.S. Environmental Protection Agency and the members of the Michigan congressional delegation.


Steve Vaughan, Vice Chairman


John L. Bodis, Member

Dated: August 26, 2014

Roll Call Vote:

| | | | | | | |
|---------|-----|-------------------------------------|----|--------------------------|--------|--------------------------|
| Tietz | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Absent | <input type="checkbox"/> |
| Peruski | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Absent | <input type="checkbox"/> |
| Eiftman | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Absent | <input type="checkbox"/> |
| Vaughan | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Absent | <input type="checkbox"/> |

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

DRAFT

Tuscola County Board of Commissioners
Committee of the Whole Meeting
Monday, August 25, 2014 - 7:30 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Present: District 2 - Thomas Bardwell, District 3 - Christine Trisch, District 4 - Craig Kirkpatrick, District 5 - Matthew Bierlein

Absent: District 1 - Roger Allen

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mary Drier, Tisha Jones, Register John Bishop, Sandra Nielsen, Chuck Heinlein, Karen Southgate, Janet Weber, Mark Gruber, John Vilet (Civil Engineering Consultants)

Finance

Committee Leaders-Commissioners Trisch and Kirkpatrick

Primary Finance

1. **DHS Child Care Fund Budget Amendment Request** - Matter to be placed on the Consent Agenda.
2. **Abused, Neglected and Delinquent Children Financial Information** - Matter reviewed by Mike Hoagland. Karen Southgate answered a few questions from the Board.
3. **Potential Board Meeting Date/Time Changes** - Board will wait for response from the Road Commission Board.
4. **On-Line Services and IT Accomplishments** - Board reviewed IT Department's accomplishments and future goals.
5. **Continued Service Consolidation with Sanilac County for Animal Control** - Jim has announced his retirement. Commissioner Trisch would like to offer to be a part of the interviews for his replacement.
6. **Update Regarding Potential Acquisition of State Property** - Closed Session is scheduled for Thursday, August 28th to discuss acquisition further with Senator Green.
7. **Expediting GIS Implementation by Expanding Finances from Beneficiaries** - Project is progressing and Mike Hoagland will continue to work with all Departments involved.
8. **Shane Group V. BCBSM Settlement** - Mike Hoagland provide information to the Board.
9. **County Hiring Freeze Policy** - Policy discussed at length. Also, how to handle vacancies in the future was discussed.

On-Going Finance

1. SCMCCI Indirect Costs/Lease - Mike Hoagland will contact Curtis Stowe.
2. Next Steps County Solid Waste Management Plan Update - No Update.
3. Jail Grant Research – Meeting with Eric Koan - No Update.
4. NG911 Multi-County Equipment Purchase - Proposals have been opened and vendors have completed demonstrations.
5. New Lease for State Police Building
6. Shared Equalization Director Huron/Tuscola 4-Year Extension - Mike Hoagland is working on extension.
7. Potential Zimco Contract Changes - Meeting scheduled today with Zimco.
8. HDC Request to use Foreclosure Funds - No Update.
9. 2015 Budget Development - Forms due back to Controller on August 29th.
10. Oil Shale Mining Assessing/Taxation – MAC Involvement
11. Register of Deeds Recording of Wind Project Land Transactions
12. Jail Law Suit
13. Wolverine Update
14. Indigent Dental Program - No Update.
15. People vs. Cunningham Case- Sponsors ready to introduce legislation.

Personnel

Committee Leader-Commissioners Kirkpatrick and Trisch

Primary Personnel

On-Going Personnel

1. Draft Court and Non-Union Personnel Policies – Labor Attorney Conducting Review – New HR to Review
2. Union Negotiations
3. Advertise to Fill Vacancy on County Parks and Recreation Commission - Vacancy has been advertised but no applications have been received as of yet.

Building and Grounds

Committee Leader-Commissioners Allen and Bierlein

Primary Building and Grounds

On-Going Building and Grounds - No New Updates

1. Cass River Greenway
2. Dead Ash Trees Roadway Problems
3. Review of Multi-County Approach to Recycling and Need for a Plan
4. Implementation of Mosquito Abatement Facility Upgrades

Other Business as Necessary

1. Preventative Child Care Meeting - August 28, 2014 3:00 P.M. - Technology Center
2. Canadian Nuclear Waste Site
3. Resolution honoring Darrell Gill's employment - Matter to be placed on the Consent Agenda.
4. Region VI Prosperity - Specific projects are being requested.
5. Tower Lease Agreement Renewal for Anderson Radio - Sandy reviewed the tentative agreement. Matter to be placed on the Consent Agenda.

Public Comment Period

- Mark Gruber provided an update to the Board regarding the Denmark Township water project. A grant is available to Denmark Township for the water project. Mr. Gruber is looking for a solution and the possibility of a bond.
- John Vilet addressed the Board regarding the Denmark Township water project.
- Chuck Heinlein addressed the Board requesting their consideration in allowing a bond for the water project.
- Register John Bishop addressed the Board regarding the Prosecutor's Office vacancy and clarified that his part-time employee does not work any additional time in his office. Register Bishop also noted the elected official meeting is upcoming and will not participate if it becomes adversarial.

Meeting adjourned at 9:10 a.m.

Jodi Fetting
Tuscola County Clerk