

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA**

**THURSDAY, JANUARY 26, 2017 – 8:00 A.M.**

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

125 W. Lincoln Street  
Caro, MI 48723

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

- 8:00 A.M. Call to Order – Chairperson Bardwell  
Prayer – Commissioner Kirkpatrick  
Pledge of Allegiance – Commissioner Bardwell  
Roll Call – Clerk Fetting  
Adoption of Agenda  
Action on Previous Meeting Minutes (See Correspondence #1)  
Brief Public Comment Period for Agenda Items Only  
Consent Agenda Resolution (See Correspondence #2)  
New Business  
    -Economic Development Corporation Update Regarding Former  
        Vassar Foundry  
    -Submittal of Amendment to Tuscola County Solid Waste  
        Management Plan (See Correspondence #3)  
    -Potential Incentive Program for Hiring Police Officers  
    -Information Technology Services Agreement with Columbia  
        Township (See Correspondence #4)  
Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

KIRKPATRICK

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison  
MI Renewable Energy Coalition  
MEMS All Hazards  
MAC-Environment Energy Land Use  
Cass River Greenways Pathway  
Local Unit of Government Activity Report  
NACO- Energy, Environment & Land Use  
Jail Planning Committee  
Land Acquisition  
Saginaw Bay Coastal Initiative  
Tuscola In-Sync

BIERLEIN

Genesee Shiawassee Thumb Works  
Human Development Commission (HDC)  
Recycling Advisory Committee  
Local Emergency Planning Committee (LEPC)  
Great Start Collaborative Council  
Local Unit of Government Activity Report  
MAC Board of Directors  
Human Services Collaborative Council  
MAC Judiciary Committee  
Tuscola County College Access Network

VAUGHAN

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Mid-Michigan Mosquito Control Advisory Committee  
Parks and Recreation Commission  
Tuscola County Fair Board Liaison

YOUNG

Dispatch Authority Board  
County Road Commission Liaison  
Board of Public Works  
Senior Services Advisory Council  
Saginaw Bay Coastal Initiative  
Local Unit of Government Activity Report  
MAC Economic Development & Taxation Committee  
Strategic EDC Planning Committee  
Jail Planning Committee  
Genesee Shiawassee Thumb Works  
Region VI Economic Development Planning  
Tuscola 2020

BARDWELL

Economic Development Corp/Brownfield Redevelopment  
Caro DDA/TIFA  
MAC Economic Development/Taxation  
MAC 7<sup>th</sup> District  
Local Unit of Government Activity Report  
TRIAD  
Behavioral Health Systems Board  
MAC Workers Comp Board

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 January 12, 2017 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Solid Waste Management Plan Amendment Letter
- #4 Information Technology Services Agreement with Columbia Township
- #5 March 31, 2017 Public Officials Conference
- #6 January 2017 Health Department Monthly Report
- #7 January 23, 2017 Committee of the Whole Minutes
- #8 December 29, 2016 Road Commission Minutes
- #9 Sobriety Court Invitation to Stakeholders Meeting & Graduation Ceremony

Draft  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
January 12, 2017 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 12th day of January 2017, to order at 8:05 o'clock a.m. local time.

Prayer – Commissioner Bierlein

Pledge of Allegiance – Commissioner Kirkpatrick

Roll Call – Clerk Fetting

Commissioners Present: District 1 - Thomas Young, District 2 – Thomas Bardwell, District 3 - Kim Vaughan, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Mike Miller, Tisha Jones, Joe Bixler, Register John Bishop, Sandy Nielsen, Steve Anderson, Glenn Fitkin, Shawn Robinson, Andrew Dietderich

*Adoption of Agenda*

17-M-009

Motion by Young, seconded by Kirkpatrick to adopt the agenda as presented.  
Motion Carried.

*Action on Previous Meeting Minutes -*

17-M-010

Motion by Bierlein, seconded by Young to adopt the meeting minutes from the December 27, 2016 meeting. Motion Carried.

17-M-011

Motion by Bierlein, seconded by Kirkpatrick to adopt the meeting minutes from the January 3, 2017 Organizational meeting. Motion Carried.

*Brief Public Comment Period - None*

*Consent Agenda Resolution -  
17-M-012*

Motion by Kirkpatrick, seconded by Young that the following Consent Agenda Resolution from the January 9, 2017 Committee of the Whole Meeting be adopted. Motion Carried.

## CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that the Application for Public Act 32 Primary Public Safety Answering Point Dispatcher Training funds be approved for signature.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that per the request of Chemical Bank that the party authorized for signature on the Inmate Trust Account at Chemical Bank be changed from the former Sheriff Lee Teschendorf to the current Sheriff Glen Skrent.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that the Thumb Area Regional Community Corrections Advisory Board Service Agreement for Tuscola County Gatekeeper (125) and Supervision Services – Day Reporting (D04) be approved and all appropriate signatures are authorized.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that the Thumb Area Regional Community Corrections Advisory Board Service Agreement for Substance Abuse-Outpatient services (G18) DDJR/IOP – Intensive Outpatient Thinking Matters program (C01) services provided by List Psychological be approved and all appropriate signatures are authorized.

- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that the Thumb Area Regional Community Corrections Advisory Board Service Agreement for Substance Abuse – Outpatient Services (G18) DDJR – Intensive Outpatient (X-01) & (H20-01) and Thinking Matter Program (COI) services provided by the Lapeer County Health Department (Alcohol Information and Counseling Center) be approved and all appropriate signatures are authorized.
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that the county hiring freeze be temporarily lifted and the Sheriff be authorized to refill a detective vacancy created by the appointment of Robert Baxter to the Undersheriff position.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/9/17
- Description of Matter:** Move that per the request of the Human Development Commission that Gerald Peterson be re-appointed to the Human Development Commission Board of Directors for calendar year 2017.

*New Business -*

-Resolution of County Full Faith and Credit for the Indian Creek Drain - Mike Hoagland reviewed the matter as presented to the Board at the Committee of the Whole meeting by Drain Commissioner Mantey.

17-M-013

Motion by Kirkpatrick, seconded by Bierlein that per the request of the County Drain Commissioner that the resolution pledging the full faith and credit of the County of Tuscola for bonds to be issued to make improvements to the Indian Creek Intercounty Drain be approved. Roll Call Vote - Young - yes; Vaughan - yes; Kirkpatrick - yes; Bierlein - yes; Bardwell - yes. Motion Carried.

-Prioritization of 2017 Draft County Work Program - Board discussed the County Work Program. The Board also discussed how a solar energy system is taxed and would like Mike to work with the Equalization Director regarding the topic. Commissioner Bardwell reviewed the items he feels are a top priority; #6, #18, #22, #31, #33, #45, #47.

-Agreement for Extension Services - Joe Bixler presented to the Board requesting signature on the agreement. He stated the millage has provided great benefits to the MSU-extension program. Matter discussed.

17-M-014

Motion by Young, seconded by Bierlein that the 2017 agreement with Michigan State University for Extension Services be approved and all appropriate signatures are authorized. Motion Carried.

## COMMISSIONER LIAISON COMMITTEE REPORTS

### BIERLEIN

Genesee Shiawassee Thumb Works  
Human Development Commission (HDC)  
Recycling Advisory Committee  
Local Emergency Planning Committee (LEPC)  
Great Start Collaborative Council  
Local Unit of Government Activity Report  
MAC Board of Directors  
Human Services Collaborative Council  
MAC Judiciary Committee  
Tuscola County College Access Network - An update was provided to the goal of the committee. They are working toward establishing guidelines to be able to measure statistics.

### VAUGHAN

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment  
Local Unit of Government Activity Report  
Mid-Michigan Mosquito Control Advisory Committee  
Parks and Recreation Commission  
Tuscola County Fair Board Liaison - Update provided.



YOUNG

Dispatch Authority Board

County Road Commission Liaison

Board of Public Works

Senior Services Advisory Council

Saginaw Bay Coastal Initiative

Local Unit of Government Activity Report - A local resident has contacted Commissioner Young regarding Vanderbilt Park. He referenced Michigan Bottomland regarding the land between the park and the water. The resident also had questions regarding the daily parking fee. Matter discussed at length.

MAC Economic Development & Taxation Committee

Strategic EDC Planning Committee

Jail Planning Committee

Genesee Shiawassee Thumb Works - Update provided.

Region VI Economic Development Planning - Update provided.

Tuscola 2020

Recessed at 8:58 a.m.

Reconvened at 9:05 a.m.

-CLOSED SESSION – Discuss Potential Purchase of Real Property

17-M-015

Motion by Bierlein, seconded by Young that the Board meet in Closed Session under Section 8(d) of the Open Meetings Act, to discuss the purchase of real property with Mike Miller, Sharon Mika, Glenn Fitkin from Braun Kendrick and Shawn Robinson from AKT Peerless to be allowed to attend the Closed Session. Roll Call Vote - Vaughan - yes; Kirkpatrick - yes; Bierlein - yes; Young - yes; Bardwell - yes. Motion Carried at 9:07 a.m.

17-M-016

Motion by Kirkpatrick, seconded by Bierlein to reconvene to the regular board meeting from closed session at 10:07 a.m. Roll Call Vote - Kirkpatrick - yes; Bierlein - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

17-M-017

Motion by Bierlein, seconded by Kirkpatrick to adopt the following resolution:

**RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS**

WHEREAS, Tuscola County ("County") has determined that it is advisable to locate and purchase a facility to replace the current County recycling facility because the lease for the current facility will expire soon; and

WHEREAS, the County entered into a purchase agreement with 987 Ellington LLC to purchase the land and improvements commonly known as 987 Ellington, Caro, Michigan (the "Property") with an Effective Date of October 27, 2016 (the "Purchase Agreement"); and

WHEREAS, the County, through its attorneys, Braun Kendrick, engaged the services of AKT Peerless Environmental & Energy Services ("AKT") to conduct an environmental assessment of the Property, including so-called Phase II testing of the Property to determine whether the condition of the Property is suitable to be used by the County as a recycling facility; and

WHEREAS, AKT has prepared a Baseline Environmental Assessment which will be filed with the State of Michigan, and which has been reviewed and approved by Braun Kendrick; and

WHEREAS, the County has (i) caused Braun Kendrick to review the title to the Property, (ii) conducted an inspection of the improvements on the Property, and (iii) otherwise engaged in a thorough due diligence investigation of the Property; and

WHEREAS, the County has determined that the Property is suitable for use as a recycling facility and desires to proceed with the closing on the purchase of the Property;

BE IT RESOLVED, the County Controller/Administrator, Michael R. Hoagland, is hereby authorized and instructed to proceed with the closing on the purchase of the Property pursuant to the terms of the Purchase Agreement and he is authorized on behalf of the County to sign the closing statement, closing agreement and any other documents he deems necessary or desirable in order to close on the purchase of the Property on behalf of the County.

Roll Call Vote: Bierlein - yes; Young - yes; Vaughan - yes; Kirkpatrick - yes; Bardwell - yes. Motion Carried.

**COMMISSIONER LIAISON COMMITTEE REPORTS - continued**BARDWELL

Economic Development Corp/Brownfield Redevelopment  
Caro DDA/TIFA - Mike Bauerschmidt elected as Chairperson and Phoebe Moore was appointed. Parking lot redesign was discussed. Mayor Greene will be offering office hours on Mondays from 11:30 a.m. - 1:30 p.m.  
MAC Economic Development/Taxation  
MAC 7<sup>th</sup> District  
Local Unit of Government Activity Report - Update provided.  
TRIAD  
Behavioral Health Systems Board  
MAC Workers Comp Board

KIRKPATRICK

Board of Health  
Community Corrections Advisory Board  
Dept. of Human Services/Medical Care Facility Liaison - Will be discussing using space for Disaster Recovery.  
MI Renewable Energy Coalition  
MEMS All Hazards  
MAC-Environment Energy Land Use  
Cass River Greenways Pathway - Attended Frankenmuth Chamber of Commerce meeting to discuss opportunity to promote the Cass River.  
Local Unit of Government Activity Report - Attending the State of the State address with Senator Green.  
NACO- Energy, Environment & Land Use  
Jail Planning Committee  
Land Acquisition  
Saginaw Bay Coastal Initiative - Update provided.  
Tuscola In-Sync

*Old Business -*

-Mike Hoagland attended a Public Information Officer training which was very beneficial.

*Correspondence/Resolutions -*

-Mike Hoagland distributed the Tuscola County Conservation District Board Meeting minutes.

*Other Business as Necessary -*

-Mike Hoagland mentioned a concern that was brought to him regarding the Nativity scene that is located on the courthouse lawn. Matter discussed.

*Extended Public Comment -*

-Eean Lee updated the Board that the support agreement has been signed with the City of Caro. An update of the projects for the City of Caro was provided.

Meeting adjourned at 10:29 a.m.

Jodi Fetting  
Tuscola County Clerk

Statutory Finance Committee Minutes  
January 12, 2017  
H.H. Purdy Building  
125 W. Lincoln St, Caro MI

Meeting called to order at 10:29 a.m.

Commissioners Present: Young, Bardwell, Vaughan, Kirkpatrick, Bierlein

Commissioners Absent: None

Also Present: Mike Hoagland, Jodi Fetting, Tisha Jones

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 10:34 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 26<sup>th</sup> day of January, 2017 at 8:00 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 1/23/17
- Description of Matter:** Move that the 2016 Human Development Commission Audit be received and placed on file.
  
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 1/23/17
- Description of Matter:** Move to concur with the appointment of Commissioner Bierlein to the reactivated Michigan Association of Counties Agricultural Committee.

**Agenda Reference:** C

**Entity Proposing:** COMMITTEE OF THE WHOLE 1/23/17

**Description of Matter:** Move that the Recycling Coordinator be authorized to use a part-time recycling employee to temporarily work full-time (5 days per week) not to exceed 1,560 hours for a year while a full-time employee is out on Medical leave. (This action is budget neutral).

**Agenda Reference:** D

**Entity Proposing:** COMMITTEE OF THE WHOLE 1/23/17

**Description of Matter:** Move that the County Clerk be requested to advertise to fill vacancies on the Region VII Area Agency on Aging Advisory Council as further explained in the January 17, 2017 communication from Region VII Area Agency on Aging.

**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.

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Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

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Jodi Fetting  
Tuscola County Clerk

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

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**From:** Vicky Sherry <[vsherry@tuscolaedc.org](mailto:vsherry@tuscolaedc.org)>  
**Sent:** Tuesday, January 24, 2017 10:38 AM  
**To:** Mike Hoagland  
**Subject:** SWMP Amendment  
**Attachments:** January 24.docx; SWMP Amendment.pdf

Good Morning Mike,

I have attached the solid waste management plan amendment and cover letter. The letter needs to be placed on County Stationary and signed by Thom and sent to Christina Miller of the Michigan DEQ.

Once a letter from the Michigan DEQ of their approval of the amendment is received, the amendment can be formally adopted.

Thanks,  
Vicky

--  
Vicky Sherry  
Communications Director  
Tuscola County EDC  
141 South Almer Street  
Caro, MI 48723  
(989) 673 - 2849  
(989) 550 - 6959 (cell)  
[vsherry@tuscolaedc.org](mailto:vsherry@tuscolaedc.org)



January 24, 2017

Christina Miller  
Reporting and Surcharge Coordinator  
Solid Waste Planning  
Office of Waste Management and Radiological Protection  
Department of Environmental Quality  
545 W. Allegan, P.O. Box 30241  
Lansing, MI 48933

RE: Cover Letter for submittal of amendment to Tuscola County Solid Waste Management Plan.

Dear Ms. Miller,

Tuscola County is submitting this request to amend the Tuscola County Solid Waste Management Plan. A detailed list of each item of the amendment is provided on the first page of the amendment for your review.

The amendment includes updated demographic information, suggested siting language from Michigan DEQ, and updated information concerning the 10 year use of solid waste handlers for Tuscola County.

Thank you in advance for your time and attention in this matter. Please feel free to contact us should you require additional information, have any questions or comments, or need further, additional documentation.

Respectfully,

Thomas Bardwell, Chair  
Tuscola County Board of Commissioners



Tuscola County  

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Information Systems

#4

207 E Grant St  
Caro, MI 48723  
(989) 672-3773

# IT SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is made on

1/26/2017

BETWEEN Tuscola County Information Systems and the Village of Columbia Township

1. Columbia Township (the "Buyer"); and
2. Tuscola County Information Systems, with its head office located at: 207 E Grant St, Caro MI 48723.

Collectively referred to as the "Parties".

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement

## 1. Key Terms

### 1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

### 1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on 1/26/17.
- b. **Completion date:** The Service Provider shall complete/cease to provide (*delete as appropriate*) the Services by/on 1/26/18. This agreement will renew annually unless terminated by either party according to termination agreement

### 1.3 Site

- a. The Service Provider shall provide the Services at the following site(s): **4870 French Rd, Unionville, MI 48767**
- b. Whenever possible, technicians from Buyer will attempt to perform repairs remotely. If remote repairs aren't possible, a technician will be dispatched to travel to site to perform repairs. This is in an attempt to reduce travel expenses, increase efficiency and promote lower vehicle emission levels.

## 1.4 Price

- a. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is **\$45.00/hour** ("Price"), with a minimum of 1 hour billing per service call.
- b. The Buyer shall pay for the Service Provider's out-of-pocket expenses **Incurred on the Buyer's behalf**.

## 1.5 Payment

- a. The Buyer agrees to pay the Price to the Service Provider on the following dates **30 days after issuance of an invoice**:
- b. **Net 30 terms extended for all clients in good standing. If two unpaid invoices exist, no work will be performed until payment has been received on all invoices.**
- c. The method of payment of the Price by the Buyer to the Service Provider shall be by:
  - i. Check sent to the following address: **207 E Grant St, Caro MI 48723**

Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

## 2. General terms

### 2.1 Warranty

- a. The Service Provider represents and warrants that:
  - i. it will perform the Services with reasonable care and skill; and
  - ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

### 2.2 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c. Nothing in this Clause 2.2 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

### 2.3 Term and Termination

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

### 2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

## 2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

## 2.7 Exclusivity

For the length of this agreement, Tuscola County Information Systems shall be the only network/technical support entity authorized to perform service on the Buyer's servers, workstations, network and other similar technology. This is intended to eliminate complications that arise as a result of multiple support providers are involved in setup and repair scenarios. If a 3rd party is required to resolve a repair scenario, the 3rd party will work with Tuscola County Information Systems. Should an unauthorized party perform service to Buyer's servers, workstations, network and other similar technology, this agreement shall become void.

## 2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, and 2.7 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by \_\_\_\_\_ )

for and on behalf of \_\_\_\_\_ )

Columbia Township \_\_\_\_\_ )

SIGNED by \_\_\_\_\_ )

for and on behalf of \_\_\_\_\_ )

Tuscola County \_\_\_\_\_ )

Do you know your responsibilities during an emergency or disaster?

Do you know what a "Local State of Emergency" means?

Do you know who, in your community, has the authority to order an evacuation?

Do you know the kinds of documentation you must keep in a disaster?

Will you get reimbursed for disaster expenses?

## Who Should Attend

This workshop is open to all elected and appointed officials, department heads, emergency services personnel, as well as the private industry and/or any person that may be in a position to make decisions during a large scale emergency or disaster.

## Agenda

**Continental Breakfast at 8:00am**

**Workshop begins at 8:30am**

- Disaster Process 101
- Public Act 390
- Emergency Mgmt 101
- Roles of Elected Officials
- Public Health Emergencies
- National Flood Insurance Program
- Volunteer Resources
- Lessons Learned

**Register by March 24th  
to:**

[mpiorunek@lapeercounty.org](mailto:mpiorunek@lapeercounty.org)

or

fax to 810-245-6099

For questions call 810-667-0242

# 3rd District Public Officials Conference

**FREE**



**FRIDAY, MARCH 31st  
8:30am - 12:00pm  
Bay City DoubleTree Hotel**

*One Wenonah Park Place, Bay City MI 48708*

**Hosted by the**

**3rd District Emergency Management Offices in  
Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco,  
Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac  
and Tuscola Counties.**

#4

**Tuscola County Health Department**  
**Board of Commissioners Monthly Report for January 20, 2017**  
**Ann Hepfer, Health Officer**  
Visit our website at [www.hchd.us](http://www.hchd.us)

**Outcomes for the Month:**

1. **Electronic Medical Record Update:** Huron and Tuscola County Health Departments have signed the contracts to proceed with our Insight upgrade. I did speak with Sanilac and Lapeer County Health Departments regarding their commitments in order for all of us to receive additional discounts. Sanilac did send a letter of intent to Netsmart with their commitment. Lapeer has not committed at this time.

**Issues under consideration by the Local Health Department:**

2. **Rural Health Care Program:** We are applying to the Federal Rural Health Care Program in an attempt to lower our internet and phone fees. Telecomp Communications Solutions will be working on our behalf to apply for the funding. It is estimated we could save close to 65%.  
The Rural Health Care Program falls under the Universal Service Administrative Company (USAC). They are a not-for-profit corporation designated by the Federal Communications Commission (FCC); they administer the \$10 billion Universal Service Fund. With the guidance of the FCC policy, they collect and deliver funding through four programs that are focused specifically on places where broadband and connectivity needs are acute. The Rural Health Care Program supports health care facilities in bringing medical care to rural areas through increased connectivity.
3. **Michigan Thumb Public Health Alliance:** HCHD is the fiduciary for the \$55,000 grant. We are in the process of submitting our work plan and budget from the Huron grant that will do the following. 1) upgrading our polycom system. This will allow us to improve and expand our telehealth program. 2) Last funding cycle we scanned in our environmental health records for the septic program. With the new funding we are going to scan in the well logs; making them electronic. The sanitarians will be able to access these from the field. 3) The third objective is to increase access to the Medical Director through the use of the Telehealth technology. This would enable Dr. Bush to work with staff when he is off site or in his home. In the future this could be used to connect on cases, emergency sessions, and connecting up to six counties if he needs to discuss issues with all of his health departments at one time. This would also enable him to do medical examiner trainings with medical examiners, and secretaries all at one time which will increase efficiency.

The second Alliance Grant in the amount of \$60,717 will be used to continue working on the objectives in our Strategic Plan, for details see plan attached. TCHD is the fiduciary. Funds are also used for the four counties to cover staff travel and salaries to attend meetings. We will also be able to purchase an IP phone that will be used for conference calling; our current polycom phone is outdated.

4. **Retirement Bonding:** Mike Hoagland, Clayette Zechmeister, Deb Cook, Mr. Axe, Meredith Shanle and I met with Department of Treasury on 1/9 in Lansing. The meeting went well we answered their questions in regards to why we are bonding, payment

schedules, rates and other general questions for the attorneys. The next step will be the county bond rating. If all continues as scheduled they should be able to secure and sell the bonds in March or April. We are looking at bonding the 2.4million.

Deb, Clayette and I met with MERS on 1/5 and we went over the Defined Benefit to Defined Contribution Study. The study provided us with an overview of the payment schedule over the next 18 years and how MERS arrived at these numbers.

All new hires as of 1/1/17 are on a Defined Contribution MERS plan.

**Issues to be brought to Board of Commissioners:**

**None at this time.**

*DRAFT*  
Tuscola County Board of Commissioners  
Committee of the Whole  
Monday, January 23, 2017 – 8:04 A.M.  
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Craig Kirkpatrick, District 5 - Matthew Bierlein

Absent: None

Also Present: Mike Hoagland, Rita Papp, Gregg Campbell, Andrew Dietderich, Tisha Jones, Mike Miller, Eean Lee, Angie Daniels, Register John Bishop, Caryn Painter

**Finance**  
Committee Leaders-Commissioners Kirkpatrick and Bierlein

**Primary Finance**

1. **Significance of Wind Turbine Revenue and Methods of Reducing Dependency** - Mike Hoagland presented information, discussion followed with questions from the Commissioners.
2. **Bonding for Health Department Pension Obligations – Bond Rating January 26, 2017** - Mike Hoagland is preparing for the meeting on Thursday.
3. **Human Development Commission Audit** - Audit received by Mike Hoagland, Commission Bierlein stated that the audit was unmodified with no changes. Matter to be placed on Consent Agenda. Discussion on HDC and EDC Grants. Commissioners request presentation from HDC and EDC on the Grants and the impact on the County.
4. **Solar Energy Assessing/Taxation Method – County Equalization Director** - Angie Daniels discussed the Taxation Method on Solar Energy. Discussion and questions followed.
5. **MAC Legislative Report** - Mike Hoagland presented the report and discussion followed. Commissioner Bierlein stated that the MAC Agriculture Committee will resume meetings in 2017. Commissioner Bierlein requests that he begin attending these meetings. Matter to be placed on Consent Agenda. Commissioner Bardwell stated the Annual MAC Meeting will be held on



Mackinac Island in September, 2017.

#### On-Going and Other Finance

1. Jail Planning Committee
2. Millage Renewal Planning
3. Monitor Wind Turbine Development and Assessing/Taxation Dispute
4. Evaluate Benefit/Costs of CDBG Programs
5. Continue Review of Road Commission Legacy Costs
6. Audit Comment Regarding Bank Account

#### Personnel

Committee Leader-Commissioner Bardwell

#### Primary Personnel

1. **Request for Part-time Assistance While Employee on FMLA** - Mike Miller stated that a Part Time employee will potentially be on leave for an indefinite period. Mike requests that a status of a current Part Time Employee be changed to Full Time status during the interim of this employee's leave. Matter to be placed on Consent Agenda.
2. **Notice of Vacancies on Region VII Area Agency on Aging** - Mike Hoagland received notice from Region VII Area Agency on Aging on four additional seats that need to be filled by appointments. Clerk Jodi Fetting to advertise vacancies. Matter to be placed on Consent Agenda.

#### On-Going and Other Personnel

1. Initiate Turnover and Wage Survey to Minimize Vulnerability to Loss of Critical Positions
2. Present County Health Department Model of Quality Management/employee Relations
3. Update Personnel Policies with Federal Changes such as ACA, Exempt/non-Exempt Employees
4. Develop Parameters for 2017 Labor Negotiations
5. Review Re-Establishment of Judicial Committee Meetings
6. Review Formation of Quarterly Meetings with Senior Leaders and Road Commissioners
7. Develop a Method Communicate County Concerns to State Senator and Representative

**Building and Grounds**  
Committee Leaders-Commissioners Young and Vaughan

**Primary Building and Grounds**

1. **Matching Funds for Vanderbilt Park Grant** - Mike Hoagland has put a request out to Next Era and is waiting for a response.

Commissioner Young stated that there have been complaints on parking permits. Several ice fishermen have stated that they are being targeted for parking fees because of the park's signage. Park is closed in the winter and parking fees are collected to offset costs of plowing parking lot and road. Commissioner Vaughan has requested that the current park board develop a mission statement and a vision for the park's futures goals. Current park board needs to focus on becoming a self-sustained park. Mike Hoagland will draft an agenda item and get park revenue history for the next meeting. Matter to be placed on Consent Agenda.

2. **Jail Plumbing, Electrical and Window Rebidding** - Mike Miller stated that bids are out and is waiting for responses.

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

1. Update 10 Year Capital Improvement Plan
2. Continue Work with Jail Planning Regarding Potential Jail Renovation and Additional Jail Bed Space for Holding Cells and Potential Revenue Generation
3. Implement 2017 Budgeted Capital improvement Projects
4. Fire Safety Planning
5. Security/Safety Committee – Methods to Enhance Security – Next Steps

**Other Business as Necessary** - Mike Hoagland and Commissioner Bardwell will be having a meeting with Don Brown, Aide to Congressman Mitchell in regards to general issues regarding the County.

**Public Comment Period** - None

Meeting adjourned 9:40 a.m.

Rita Papp  
Tuscola County Deputy Clerk

December 29, 2016

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, December 29, 2016 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.

Also present: County Commissioner Thomas Young.

Motion by Parsell seconded by Matuszak that the minutes of the December 15, 2016 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$123,966.39 and bills in the amount of \$169,310.03 covered by vouchers #16-63, #16-64, #16-65 and #HRA-42 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.

The Board further discussed the Road Commission's Pensions and Other Post-Employment Benefits with County Commissioner Liaison Thomas Young.

Motion by Sheridan seconded by Parsell to approve the Settlement Agreement with Hastings Mutual Insurance Company for the property damage caused by a traffic accident on the Loomis Road Bridge, with the terms and conditions specified in the Settlement Agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Mike Zwerk seconded by Julie Matuszak that the following Resolution be adopted:

**RESOLUTION**

WHEREAS, the Michigan Department of Transportation ("MDOT") has presented a proposed contract between MDOT and the Tuscola County Road Commission under which the Road Commission would perform maintenance on State Trunk Line Highways within Tuscola County, and

WHEREAS, MDOT has affirmatively found that contracting with the Tuscola County Road Commission for the maintenance of State Trunk Line Highways and Bridges within Tuscola County is in the best public interest, and

WHEREAS, the Tuscola County Road Commission concurs in MDOT's finding that it is in the best public interest to contract with the Tuscola County Road Commission for the maintenance of State Trunk Line Highways and Bridges within Tuscola County for the reason that the Road Commission has a proven record of efficiently providing a high level of service on State Trunk Line Highways within Tuscola County.

NOW THEREFORE BE IT RESOLVED, that the Tuscola County Board of Road Commissioners hereby authorize Board Chairman John Laurie and Vice-Chairman Gary Parsell to sign the State Trunk Line Maintenance Contract between the Michigan Department of Transportation and the Tuscola County Board of Road Commissioners for the term of October 1, 2016 through September 30, 2021.

Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Parsell to approve and sign the title sheet for the Millington Road Bridge over the Dead Creek in Arbela Township Federal Aid Project, and to move forward with letting the project. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak to approve that the County Highway Engineer attend the National Association of County Engineer's Conference in April 2017. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the Tuscola County Road Commission mileage reimbursement rate be decreased to \$.535 cents per mile effective January 1, 2017. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to deny the request from Ken Graichen for an extended Medical Leave of Absence, all in accordance with the Union Agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

The Board further discussed the topic of road damage caused by manure haulers on county roads. The Board plans to meet with the industry to discuss alternative hauling options and driver training. Also, M.C.R.C.S.I.P. Administrator Gayle Cummings was in attendance and reported to the Board the insurance pool's stance on this topic regarding liability and road damage.

Motion by Matuszak seconded by Parsell that the Board go into closed session at 8:25 A.M. for the purpose of discussing a lawsuit with its attorney. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 10:27 A.M. the Board returned to open session.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 10:30 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

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Chairman

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Secretary-Clerk of the Board

A decorative graphic on the left side of the page featuring several overlapping, swirling lines that form a large, stylized letter 'S'. The swirls are interspersed with small, six-pointed snowflake icons and tiny plus signs. The overall style is hand-drawn and festive.

## Save the Date

The Thumb Regional Sobriety Court requests your presence at our 3<sup>rd</sup> Annual Stakeholders meeting February 3<sup>rd</sup>, 2017 in the Tuscola County Circuit Courtroom. The Stakeholders meeting will start at 10:00am with a lunch to follow. In addition, this year we are also planning a graduation ceremony at 1:00pm in the hopes that our stakeholders will stay and watch the ceremony and meet some of our participants, graduates, and other team members. Cake and refreshments will be served after our brief ceremony.

Thank you,

Thumb Regional Sobriety Court Team