

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, AUGUST 16, 2018 – 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 – Pastor William Sanders, Watrousville United Methodist Church
Pledge of Allegiance – Commissioner Vaughan
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
- My Sisters Barn LLC
 - Resolution opposing HB 6049 and SB 1025 (See Correspondence #3)
 - Resolution opposing SB 1031 (See Correspondence #4)
 - Resend Resolution regarding Sunday off premise sale of beer/wine and spirits (See Correspondence #5)
 - Tuscola Behavioral Health Systems Psychiatric outpatient letter of agreement for the Sheriff's Department (See Correspondence #6)
 - Use of Courthouse lawn for Pumpkin Festival (See Correspondence #7)
 - Website Development Agreement between Tuscola County Information Systems and Indianfields Township (See Correspondence #8)

Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

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 Agricultural/Tourism Committee
Strategic EDC Planning Committee
Jail Planning Committee
Genesee Shiawassee Thumb Works
Region VI Economic Development Planning
Tuscola 2020

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

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
MAC Agricultural/Tourism Committee
MEMS All Hazards

KIRKPATRICK

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
MI Renewable Energy Coalition
MAC Environmental Regulatory – Vice Chair
Cass River Greenways Pathway

Local Unit of Government Activity Report
NACO- Energy, Environment & Land Use
Jail Planning Committee
Saginaw Bay Coastal Initiative
Tuscola In-Sync
Region VI Tourism Discussions

BARDWELL

Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Finance
MAC 7th 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 July 31, 2018 Full Board and Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Resolution opposing HB 6049 and SB 1025
- #4 Resolution opposing SB 1031
- #5 Resend Resolution regarding Sunday off premise sale of beer/wine and spirits
- #6 Tuscola Behavioral Health Systems Psychiatric outpatient letter of agreement for the Sheriff's Department
- #7 Use of Courthouse lawn for Pumpkin Festival
- #8 Website Development Agreement
- #9 August 13, 2018 Committee of the Whole Minutes
- #10 July 12, 2018 Tuscola County Road Commission minutes
- #11 July 26, 2018 Tuscola County Road Commission minutes

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
July 31, 2018 Minutes
H. H. Purdy Building

Commissioner 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 31st day of July 2018, to order at 8:08 o'clock a.m. local time.

Prayer – Reverend Doug Abel, Vassar Presbyterian Church

Pledge of Allegiance – Commissioner Bardwell

Roll Call – Chief Deputy Clerk Langmaid

Commissioners Present: District 1 - Thomas Young District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Craig Kirkpatrick (excused at 8:50 a.m.) District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Clayette Zechmeister, Chief Deputy Clerk Caryl Langmaid, Tisha Jones, Register John Bishop, Mary Brissette, Jenna Tetif, Nancy Laskowski. Angela Burnette, Val Hartel, Karen Southgate, Irene Walfer, Jeff Bliss

Adoption of Agenda -

18-M-113

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

Action on Previous Meeting Minutes -

18-M-114

Motion by Bierlein, seconded by Kirkpatrick to adopt the meeting minutes from the July 12, 2018 Board and Statutory Finance meetings. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None.

Consent Agenda Resolution -

18-M-115

Motion by Kirkpatrick, seconded by Young that the following Consent Agenda Resolution from the July 25, 2018 Committee of the Whole Meeting be adopted.
Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move that the 2017/2018 Court Child Care Fund Budget be amended as presented by the Family Court Administrator. Also, all appropriate signatures are authorized.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/9/1825
- Description of Matter:** Move that the 2018/2019 Child Care Fund Budget including both the Family Court and Department of Health and Human Services divisions as presented at the July 25, 2018 Committee of the Whole meeting be approved and submitted to the state. Also, all appropriate signatures are authorized.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move that per the recommendation from HDC Clayette Zechmeister, Chief Accountant be authorized as the Certifying Officer Designation official as defined in 24 CFR Sec. 58.31 for the environmental review requirements of MSHDA CDBG funds along with Michael Hoagland to sign the necessary paperwork in his absence.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move that the 2017 Tuscola County Health Department Annual Report be received and place on file.

- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move to concur with the appointment of Dr. Mustafa Mark Hamed, M.D., M.P.H. as the Medical Director for the Associated County Health Departments. Also, all appropriate signatures are authorized to sign the agreement with a one year term of September 1, 2018 until August 31, 2019 that will automatically renew for additional one-year terms unless either party notifies the other in writing of a non-renewal or required contract modification with sixty (60) days notice.
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move that per the request from the Health Office to temporarily lift the county hiring freeze and refill the Dietician position that will be vacated due to a retirement.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move to temporarily lift the county hiring freeze and concur with the hiring of Leigh Nancy as the Tuscola County Animal Control Director effective August 6, 2018 at the Step 2 rate of pay of \$46,020.51. Satisfactory physical and background checks have been completed.
- Agenda Reference:** H
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move that the Vehicle policy Section 2.11 be amended to include animal control vehicles for on call/emergency assignment.
- Agenda Reference:** I
- Entity Proposing:** COMMITTEE OF THE WHOLE 7/25/18
- Description of Matter:** Move that the DHHS/DTMB Lease #6987 mutually agreed upon amendment that the new carpeting throughout that is required within 180 days immediately following that start of the tenth (10th) year of possession is not needed at this time and will be changed to the thirteenth (13th) year of possession be approved. Also, all appropriate signatures are authorized.

Agenda Reference: J

Entity Proposing: COMMITTEE OF THE WHOLE 7/25/18

Description of Matter: Move that that the amendment to extend the DEQ Infrastructure Grant Agreement for the recycling center be approved. Also, all appropriate signatures be authorized.

New Business

-Appointment of Commissioners Vaughan and Kirkpatrick to Ad-Hoc Committee -
18-M-116

Motion by Young, seconded by Bierlein that Commissioner Vaughan and Kirkpatrick be appointed, per the request of the Michigan Land Bank, to an Ad-Hoc committee for the determination of use, and potential conveyance of lands surrounding and in close proximity to the State Hospital of Caro. Motion Carried.

-County Clerk's request to award the Court Clerk I position to Katherine Robinson -
18-M-117

Motion by Young, seconded by Bierlein that per the request from the County Clerk, that Katherine Robinson be awarded the Court Clerk I position at the Step 1 pay rate effective August 13, 2018 pending favorable physical and background results. Motion Carried.

-Sheriff's request to purchase cross cut shredder -
18-M-118

Motion by Young, seconded by Vaughan to approve the request from the Sheriff to purchase a cross cut shredder at the cost of \$1,200.00 to be in compliance with the LEIN audit. Purchase will be funded from the jail equipment fund. Motion Carried. Carried.

-Rural Development Obligation Funds - Clayette gave an update. Mike Miller is working on obtaining the truck, which will include the animal control box, not to exceed \$25,900.00.

Commissioner Kirkpatrick excused at 8:50 a.m.

-2017 County Audit presented by Val Hartel and Angela Burnette from Anderson, Tuckey, Bernhardt and Doran PC CPA -
18-M-119

Motion by Vaughan, seconded by Bierlein that the 2017 County Audit (Comprehensive Annual Financial Report) as presented by the County Auditor's be received and placed on file. Motion Carried.

Old Business: -

- The Board discussed resolutions versus personal contact - The Board concurred resolutions as well as personal contact is the best way to communicate with Lansing and other Counties.

Recessed at 9:33 a.m.

Reconvened at 9:36 a.m.

Correspondence/Resolutions -

- Commissioner Bardwell has received communication that the Mounted Division has separated from the Sheriff's Department. Board discussed matter.
- 2018 MAC Regional Summit was in Frankenmuth on July 23, 2018.
- Commissioner Bardwell received communication regarding phragmite control workshop.
- Representative Canfield's responded regarding SB 1031.
- MAC by-law proposed changes discussed.

COMMISSIONER LIAISON COMMITTEE REPORTSKIRKPATRICK - absent

Board of Health

Community Corrections Advisory Board

Dept. of Human Services/Medical Care Facility Liaison

MI Renewable Energy Coalition

MAC Environmental Regulatory – Vice Chair

Cass River Greenways Pathway

Local Unit of Government Activity Report

NACO- Energy, Environment & Land Use

Jail Planning Committee

Saginaw Bay Coastal Initiative

Tuscola In-Sync

Region VI Tourism Discussions

BARDWELL

Economic Development Corp/Brownfield Redevelopment

Caro DDA/TIFA

MAC Finance

MAC 7th District - Meeting was held July 30, 2018

Local Unit of Government Activity Report

TRIAD - Update provided.

Behavioral Health Systems Board

MAC Workers Comp Board - Meets in October.

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 Agricultural/Tourism Committee
Strategic EDC Planning Committee
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MAC Board of Directors
Human Services Collaborative Council
MAC Judiciary Committee
Tuscola County College Access Network
MAC Agricultural/Tourism Committee
MEMS All Hazards - Update provided.

Other Business as Necessary - None

Extended Public Comment -

-Jeff Bliss informed the Board his last day of employment with HDC will be Thursday, August 3, 2018. He has enjoyed his employment, but is moving to the private sector. He informed the Board that Brian Neuville will be taking over.

-Mary Brissette spoke about the Noise Ordinance for Juniata Township and that it is not being followed by Nextera. She ask that the Board to support and encourage Nextera to adhere to the current Noise Ordinance. She is concerned for the safety of her family and animals.

-Nancy Laskowski stated she feels permits are being issued without proper documentation being presented first. She feels there is no enforcement on the issue.

-Jenna Tetil spoke about people not following the rules. She is asking that they just follow all the rules. She feels Nextera is pushing to complete the project. She stated any help from the Board would be appreciated.

Meeting adjourned at 10:36 a.m.

Caryl Langmaid
Tuscola County Chief Deputy 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 16th day of August, 2018 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 8/13/18

Description of Matter: Move that per the request from the Register of Deeds the surveillance upgrade be purchased for \$1,700 and paid from the budgeted funds in the Register of Deeds budget.

- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/13/18
- Description of Matter:** Move that per the request from County Council Clayette Zechmeister sign the opioid litigation protective order regarding the handling of sensitive information.
-
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/13/18
- Description of Matter:** Move that County departments may utilize the AARP Senior Community Service Employment Program to seek potential employees as long as this does not violate any labor unions in your offices and all guidelines are followed. Copies of these guidelines may be obtained in the Human Resources department.
-
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/13/18
- Description of Matter:** Move that Shelly Lutz be appointed as the officer delegate and Clayette Zechmeister as the alternate to the Municipal Employees Retirement System and authorization is given to attend the 2018 annual conference. Also, the form related to this appointment be authorized for signature.
-
- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 8/13/18
- Description of Matter:** Move that Linda Strasz be appointed as the employee delegate and Pat Gray as the alternate to the Municipal Employees Retirement System and authorization is given to attend the 2018 annual conference. Also, the form related to this appointment be authorized for signature.

Agenda Reference: F

Entity Proposing: COMMITTEE OF THE WHOLE 8/13/18

Description of Matter: Move to sponsor Judy Cockerill in the LEAD Tuscola program for 2018/2019. Also, the form related to this appointment be authorized for signature.

Agenda Reference: G

Entity Proposing: COMMITTEE OF THE WHOLE 8/13/18

Description of Matter: Move that Clayette Zechmeister be appointed as the Acting Controller with acting position pay per Section 4.1 in the personnel policy effective July 10, 2018 until the return of the Controller/Administrator.

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

TUSCOLA COUNTY BOARD OF COMMISSIONERS

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125 W. Lincoln Street
Caro, MI 48723

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

RESOLUTION OPPOSING House Bill (HB) 6049 and SENATE BILL (SB) 1025 that seek to completely restructure the tax assessing qualifications, process and boundaries of local assessing units in Michigan

WHEREAS, House Bill (HB) 6049 and Senate Bill (SB) 1025 seeks to completely restructure the tax assessing qualifications, process and boundaries of local assessing units in Michigan, and

WHEREAS, HB 6049/SB 1025 will impose a huge financial burden on Tuscola County as well as Michigan's other counties and local units because its mandates will require increased staffing levels and office space while providing a woefully inadequate 1% administrative fee and undefined "start-up funding" to compensate the counties and other local units for the drastic expenses that will surely accompany the new mandates; and

WHEREAS, HB 6049/SB 1025 will put Tuscola County at odds with its local townships by requiring us to take the 1% administration fee from the local units to pay for our increased costs; and

WHEREAS, HB 6049/SB 1025 changes the manner in which local boards of review (BOR) are conducted. By putting specialized BOR's at the county level, HB 6049/SB 1025 has the potential to strip elected townships supervisors and local assessing units of control over the tax assessing process, depriving them of the ability to account for unique conditions and values unknown to county-wide, regional and/or statewide assessing units but well known in the local units; and

WHEREAS, there are no guarantees that quality education will be available locally or even regionally to allow for the increased certification levels imposed by HB 6049/SB 1025; and

WHEREAS, HB 6049/SB 1025's proposed levels of certification for assessors will not achieve the results that are being sought. The real problem is bad assessors, not their levels of certification. The solution lies in better policing of assessors by the State Tax Commission, not simply imposing increased educational requirement that may be impossible to achieve and that do nothing to weed out the bad assessors; and

WHEREAS, Tuscola County views HB 6049/SB 1025 in its current form as an unfunded mandate which does little or nothing to accomplish its stated goals; be it

RESOLVED that the Tuscola County Board of Commissioners hereby opposes HB 6049/SB 1025 and asks that it be referred back to the House Tax Policy Committee and the Senate Finance Committee until the funding issues and other problems identified above can be properly addressed

NOW, THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners does hereby oppose HB 6049/SB 1025

BE IT FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, and each member of the Michigan State Senate and the Michigan House of Representatives representing Tuscola County and to the Governor of Michigan.

Date _____

Thom Bardwell, Chairperson
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at a regular meeting on August 16, 2018

Date _____

Jodi Fetting
Tuscola County Clerk

TUSCOLA COUNTY BOARD OF COMMISSIONERS

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125 W. Lincoln Street
Caro, MI 48723

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

RESOLUTION OPPOSING SENATE BILL 1031, A bill to amend 1893 PA 206, entitled "The general property tax act," (MCL 211.1 to 211.155)

WHEREAS, Senate bill (SB) 1031 seeks to amend the General Property Tax Act to exempt qualified utility personal property from the collection of taxes under the Act; and

WHEREAS, "Qualified utility personal property" under the Act would include both of the following utility personal property: electric transmission and distribution systems, substation equipment, spare parts, gas distribution systems, water transmission and distribution systems, gas storage equipment, and transmission lines of gas or oil transporting companies; that was initially installed in the State after December 31, 2017; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, will impose a financial burden on Tuscola County and its local units, as it will not only reduce personal property tax revenues in 2019, but every year thereafter those annual losses will continue to increase; and

WHEREAS, SB 1031 was reported favorably by the Senate Committee on Finance without amendment for immediate effect to the Committee of the Whole on June 6, 2018

NOW, THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners does hereby oppose SB 1031.

BE IT FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, and each member of the Michigan State Senate and the Michigan House of Representatives representing Tuscola County and to the Governor of Michigan.

Date _____

Thom Bardwell, Chairperson
Tuscola County Board of Commissioners

I, Iodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at a regular meeting on August 16, 2018.

Date _____

Iodi Fetting
Tuscola County Clerk

2017 SEP 19 AM 10:34
MLCC LICENSING
⑤

TUSCOLA COUNTY BOARD OF COMMISSIONERS
August 31, 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 31st day of August 2017, to order at 8:00 o'clock a.m. local time.

Prayer – Pastor Mark Seppo with Vassar Victory Center

Pledge of Allegiance – Commissioner Kirkpatrick

Roll Call – Chief Deputy Clerk Cindy McKinney-Volz

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, Chief Deputy Clerk Cindy McKinney-Volz, Tisha Jones, Pastor Mark Seppo, Steve Erickson, Vicky Sherry, Register John Bishop, Treasurer Patricia Donovan-Gray, Steve Anderson, Sandra Nielsen, and Ann Hepfer.

Adoption of Agenda -

17-M-139

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

Action on Previous Meeting Minutes -

17-M-140

Motion by Bierlein, seconded by Young to adopt the meeting minutes from the August 10, 2017 meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution -

17-M-141

Motion by Kirkpatrick, seconded by Young that the following Consent Agenda Resolution from the August 21, 2017 Committee of the Whole Meeting be adopted with Consent Agenda Item H removed. Motion Carried.

I hereby certify that I have compared this copy with the original in the Tuscola County Clerk's Office and that it is a true and true copy.

SEP 15 2017

Tuscola County Clerk's Office
for *[Signature]*
Tuscola County Clerk

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 8/21/17

Description of Matter: Move that per the August 15, 2017 memo from the Sheriff that \$61,025 in 2017 road patrol budget amendments are authorized with the use of available fund balance from the road patrol fund as follows:

- \$19,525 to wage and fringe benefit costs for a new deputy with a starting date of September 2, 2017.
- \$4,500 to line items for equipment for the new deputy.
- \$30,000 for a road patrol vehicle.
- \$7,000 for a new line item titled academy training to reimburse officers training costs according to previous board action.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 8/21/17

Description of Matter: Move that the Water Spigot bid for Vanderbilt Park be awarded to Brinkman Excavating who was the low bidder for an amount of \$3,615.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 8/21/17

Description of Matter: Move that per the request of the Michigan Liquor Control Commission that the following language be approved to clarify the county position with regard to Sunday off premise sale of beer/wine and spirits:

- The sale of spirits and mixed drinks for consumption off the premises shall be prohibited between the hours of 7 a.m. on Sunday and 2 a.m. on Monday in a retail establishment licensed under the Michigan liquor control code of 1998 within the County of Tuscola under the provisions of the law governing the sale of spirits and mixed drink for consumption.
- The sale of beer and wine within the County of Tuscola for consumption off the premises shall be prohibited between the hours of 7 a.m. and 12 noon on Sunday.

MICCO LICENSING
2017 SEP 19 AM 10:34

6



PSYCHIATRIC OUTPATIENT LETTER OF AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August, 2018 by and between Tuscola Behavioral Health Systems, whose administrative offices are located at 323 N. State Street Caro, MI 48723 (hereinafter referred to as the "CMHSP" or "Provider"), and Tuscola County Sheriff's Department whose principal place of business is located at 420 Court Street Caro, MI 48723 (hereinafter referred to as the "Purchaser").

WITNESSETH:

Whereas, the CMHSP is a Community Mental Health Service Provider established by the Board of Commissioners of Tuscola County pursuant to Act 258 of the Public Acts of 1974, as amended (referred to as the "Mental Health Code");

Whereas, under the authority granted by Section 116 (2)(b) and 3(e) and Section 228 of said Code, the Michigan Department of Health and Human Services (referred to as the "MDHHS") entered into, effective **October 1, 2017**, a MDHHS/CMHSP Managed Mental Health Supports and Services Contract for General Funds (referred to as the "MDHHS/CMHSP Master Contract for General Funds") with the CMHSP; and

Whereas, pursuant to Section 204(b)(1) of Act 258 of the Public Acts of 1974, as amended MCL 330.1001 et seq., (referred to as the "Mental Health Code"), Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee, and Tuscola counties thereafter entered into a Regional Entity arrangement under Section 204(b) et seq. of the Mental Health Code, for the purpose of the preparation, submission, and implementation of an Application to the MDHHS for a Medicaid Prepaid Inpatient Health Plan (PIHP); and

Whereas, pursuant to the bylaws June 13, 2013 established under 204(b) et seq. of the Mental Health Code, the said Regional Entity is known as the Mid-State Health Network (MSHN) and is designated by the CMHSPs as constituted under the Mental Health Code, to be the Medicaid PIHP; and

Whereas, the MDHHS approved the 2013 Application for proposal and the MSHN as the PIHP to contractually manage the Specialty Services Waiver Program(s) and the Supports Waiver Program(s) approved by the federal government and implemented concurrently by the State of Michigan in the designated Medicaid services area of the Arenac, Bay, Clare, Clinton, Eaton, Gladwin, Gratiot, Hillsdale, Huron, Ingham, Ionia, Isabella, Jackson, Mecosta, Midland, Montcalm, Newaygo, Osceola, Saginaw, Shiawassee, and Tuscola Counties (the "Service Area") and the MDHHS entered into, effective January 1,

2014, a MDHHS/PIHP Managed Specialty Supports and Services Contract (referred to as the "MDHHS/PIHP Master Contract for Medicaid Funds") with the MSHN for the provision of Medicaid mental health and substance abuse services and supports; and

Whereas, MSHN entered into, effective January 1, 2014, a PIHP/CMHSP Medicaid Subcontracting Agreement with each CMHSP whereby the PIHP subcontracts to the CMHSP, as a Services PROVIDER, to provide the Medicaid mental health specialty supports and services to Medicaid eligible within the CMHSP's specific County in said PIHP Medicaid services area; and

Whereas, given all of the above, the CMHSP, at its discretion, has the right to direct-operate and/or contract for supports and services to persons who meet the supports/services eligibility criteria in the service area of the applicable county; and

WHEREAS, the Purchaser, from time to time, is in need of psychiatric outpatient services; and

Whereas, Purchaser desires to engage CMHSP to render psychiatric outpatient services to individuals for whom Purchaser refers, arranges for or authorizes such services more specifically set forth in the **Attachment A**, attached hereto and incorporated herein; and

Now, therefore, in consideration of the above and in consideration of the mutual covenants contained, it is hereby agreed by the CMHSP and the Purchaser as follows:

1. The purpose of this Letter of Agreement is to set forth the terms and conditions whereby the Purchaser agrees to obtain Psychiatric Outpatient Services from the Provider and the Provider agrees to deliver said services to the Purchaser.
2. This Letter of Agreement shall commence on the 1st day of August 2018, and remain in effect until the 30th day of September 2019. Agreement will continue on a month-to-month basis unless a new Agreement is executed by the parties or this Agreement is terminated as set forth herein.
3. Nothing in this Letter of Agreement shall be construed as requiring either the Purchaser or the Provider to extend or renew this Letter of Agreement or to enter into any subsequent agreements.
4. Notwithstanding any other provision in this Letter of Agreement to the contrary, either the Provider or the Purchaser may terminate this Letter of Agreement for any reason by providing the other party with 30 days prior written notification. Any material breach of this Letter of Agreement may result in either party's immediate termination of this Letter of Agreement, with said termination effective as of the date of delivery of written notification to the other party. Any termination of this Letter of Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.
5. The Provider shall furnish to the Purchaser specific services, as defined in the attached document labeled "Attachment A" Services to be Delivered by Provider with rates, which is incorporated by

reference into this Letter of Agreement and made a part hereof.

6. The Provider shall deliver the Purchaser-ordered services under this Letter of Agreement in keeping with the final results, deadlines and applicable schedules, as mutually agreed to by both parties. The Provider agrees to provide Purchaser with access to service-related documentation and records in order to evaluate through inspection or other means on a retrospective or current basis, the appropriateness, quality and timelines of services performed by the Provider.
7. The Provider shall bill the Purchaser and the Purchaser shall pay the Provider for Outpatient Psychiatric Services delivered by the Provider hereunder within the requirements and limitations for billing and for payment set forth in the attached document labeled "Attachment A: Services to be Delivered by Provider with rates", which is incorporated by reference into this Letter of Agreement and made a part hereof. The Provider's submission of a billing statement(s) hereunder for payment by the Purchaser constitutes the Provider's verification that the service has been delivered, as authorized by the Purchaser.
8. The Purchaser shall complete the EMMIT information form for all referrals to the Provider for service. The form must be completed prior to the scheduling of the initial psychiatric appointment. The Purchaser shall inform the Provider of discharges from the jail of individuals that have been opened for services under this agreement within 14 days of discharge. If requested by the Provider, the Purchaser will provide a current list of individuals referred to Provider for services.
9. The Purchaser shall notify the Provider at least 24 hours in advance of the need to cancel any scheduled appointment. Failure to do so, could result in billing for the appointment time if TBHS is not able to reschedule someone into the psychiatrist's schedule.
10. This Letter of Agreement shall be construed according to the laws of the State of Michigan. The Purchaser, as required by law, shall not discriminate in its request for services for any party on the basis of race, religion, age, sex, color, disability, sexual orientation, gender identity and expression, national origin, height, weight, arrest record, veteran status, familial status, marital status, genetic information or membership in another protected group...".
11. In requesting services under this Letter of Agreement, the Purchaser shall adhere to all applicable federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Letter of Agreement.
12. In performing its responsibilities under this Agreement, it is expressly understood and agreed that the Provider's relationship to the Purchaser is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent relationship between the Provider and the Purchaser.
13. All aspects of this Letter of Agreement covered by confidentiality provisions and recipient rights and records/information provisions of federal and State laws and by policies of the Provider shall

be adhered to by the parties hereto.

14. Each party, at its own expense, shall protect, defend, indemnify and hold harmless the other party, and its elected and appointed officers, employees, servants and agents from all claims, cause of action, demands, liabilities, losses, damages, costs, and expenses, that they may incur as a result of any acts, omissions, or negligence that may arise out of this Agreement.
15. Each party shall procure, pay the premiums on, keep and maintain during the term of this Agreement appropriate insurance coverages with contractual coverage of amounts sufficient to meet its obligations under this Letter of Agreement.
16. No failure of delay on the part of any of the parties to this Letter of Agreement in exercising any right, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, or privilege preclude any other or further exercise of any other right or privilege. In no event shall the making by the Purchaser of any payment to the Provider constitute or be construed as a waiver by the Purchaser of any breach of this Letter of Agreement, or any default which may then exist, on the part of the Provider, and the making of any such payment by the Purchaser while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Purchaser in respect to such breach or default.
17. Modifications, amendments, or waivers of any provision of this Letter of Agreement may be made only with the written mutual consent of the Provider and the Purchaser.
18. This Letter of Agreement and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreement, oral or otherwise, regarding the subject matter of this Letter of Agreement or any part thereof shall have any validity or bind either of the parties hereto.
19. If any provision of this Letter of Agreement is declared by any Court having jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this Letter of Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Letter of Agreement, this Letter of Agreement shall terminate as of the date in which the provision was declared invalid. This Letter of Agreement is not intended by the Purchaser or the Provider to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
20. The person signing this Letter of Agreement on behalf of the parties hereto certify by said signature that they are duly authorized to sign this Letter of Agreement on behalf of said parties and that this Letter of Agreement has been authorized by said parties.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have fully executed this Letter of Agreement on the day and the year first above written.

“CMHSP”

“PURCHASER”

By: _____

By: _____

Print: _____

Print: _____

Its: Chief Executive Officer

Its: _____

Date: _____

Date: _____

Attachments:

ATTACHMENT A: Services to be Delivered by Provider with rates

ATTACHMENT B: EMMIT information form

ATTACHMENT A – SERVICES TO BE DELIVERED BY PROVIDER WITH RATES

Services available under this Letter of Agreement:

Code	Service	Cost
H2011	Crisis Intervention Service	\$125.00 per 15 minutes
T1023	Pre-Admission Screening for Hospitalization	\$625.00 per encounter
90791	Initial Psychiatric Diagnostic Evaluation	\$550.00 per encounter
99212	Medication Review 10 – 14 Minutes or Psychiatric Evaluation	\$130.00 per encounter
99213	Medication Review 15 – 24 Minutes or Psychiatric Evaluation	\$150.00 per encounter
99214	Medication Review 25 – 39 Minutes or Psychiatric Evaluation	\$240.00 per encounter
99215	Medication Review 40+ Minutes or Psychiatric Evaluation	\$400.00 per encounter
96372	Medication Injection	\$125.00 per encounter
99	Other Supportive Services <ul style="list-style-type: none"> • Continuing Stay Reviews for Hospitalization • Medication Consultations with RN/Psychiatrist 	\$50.00 per encounter

All services will be billed to Tuscola County Sheriff's Department on a regular and timely basis for reimbursement. Payments should be received by TBHS within 30 days of billing.

Tuscola County Sheriff's Department is responsible for costs of all medications and any related services ordered by the TBHS psychiatrist.

Rates are subject to change. New rate information will be provided 30 days prior to their effective date.



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Re: Pumpkin Festival

1 message

7

Thomas Bardwell <tbardwell@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Mon, Aug 13, 2018 at 9:49 AM

Forwarded a request to use the Court House Lawn!

Thom

On Mon, Aug 13, 2018 at 6:29 AM Jim Matuszak <colwoodmotorsports@gmail.com> wrote:

Good Morning Commissioners,

I have attached the request from the Tuscola County Pumpkin Festival for the use of the Court House lawn. The Pumpkin Festival Board would greatly appreciate you approving this request at your next meeting,

Thank You

Julie Matuszak



Tuscola County Information Systems

Website Development Agreement

Between Tuscola County Information Systems and Indianfields Township

Summary:

Tuscola County Information Systems (hereafter referred to as TCIS) will always do its best to fulfil the needs and meet expectations of Indianfields Township. This agreement is designed to define roles and responsibilities of the two parties involved, define the project, and define payment expectations and schedules. TCIS has the best intentions for both parties both now and in the future.

Indianfields Township, located at 1633 Mertz Rd, Caro, MI 48723, is partnering with TCIS located at 207 E Grant St, Caro, MI 48723 to design and develop a web site for the estimated total price of \$1,000.00, not to exceed \$1,500.00 as outlined in our previous correspondence. TCIS will also be supporting the maintenance of the website, per the previously adopted agreement.

Agreement:

Indianfields Township: Has the authority to enter into this agreement on its own behalf. Indianfields Township agrees to deliver content needed to complete the project in appropriate formats. The Township will review all work completed by TCIS, provide feedback and approval in a timely manner. Both parties will be held to deadlines and both parties will set dates together. Indianfields Township also agrees to the payment structure defined at the end of this agreement.

TCIS: Will fulfill expectations in a professional and timely manner, meet every deadline that's set and maintain the appropriate confidentiality of Indianfields Township's business.

Details:

Design

TCIS has created a design that predominantly uses HTML, JS and CSS that will be available for preview. Opportunities to review work and provide feedback will be provided. If, at any stage, Indianfields Township is not happy with the direction the work is taking, the project will be cancelled and this agreement will be terminated. Should the agreement be terminated before completion, any work will remain property of Tuscola County. Completion of design will be accepted in a project sign off document.

Text content

TCIS is not responsible for writing or authoring any text for the Township's new webpage. If new content is needed, it will be provided by Indianfields Township. If it is requested of TCIS to author or draft new content, that service will be provided in a separate estimate. Any existing content will be copied and migrated to the new site. Any typos or content proofing will be done by Indianfields Township. Corrections will be submitted to TCIS helpdesk and processed in a timely manner.

Photographs

Indianfields Township should supply graphic files in an editable, vector digital format. It is preferred to supply photographs in a high resolution digital format. If chosen to buy or use stock photographs, TCIS can suggest stock libraries. TCIS disclaims any liability from copyright infringement on photographs provided by Indianfields Township.

HTML, CSS and JavaScript

TCIS will deliver web page types developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Desktop browser testing

TCIS will test all work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), and Microsoft (Internet Explorer now referred to as "Edge"). TCIS will make every effort to support older versions of browsers, but compatibility will not be guaranteed for older technologies in this agreement. If Indianfields Township needs an enhanced design for an older browser, a separate estimate can be provided for that.

Mobile browser testing

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. TCIS will test work in:

iOS: Safari, Google Chrome
Android 4.x: Google Chrome and Firefox

Currently, Blackberry, Opera Mini/Mobile, Windows Phone or other mobile browsers will not be tested. If Indianfields Township requires testing these browsers, a separate estimate can be provided for that.

Changes and revisions

TCIS doesn't want to limit Indianfields Township's ability to change their mind. The price at the beginning of this agreement is based on the length of time TCIS estimates needed to accomplish everything communicated. TCIS is happy to be flexible. Once design is accepted and agreement is signed, anything redesigned will be provided in a separate estimate or change order. Once design and implementation are completed, any changes to content will be submitted via email to "helpdesk@tuscolacounty.org". Those changes will also be completed by TCIS technicians in a timely and expert manner.

Legal

TCIS will not be liable to Indianfields Township or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages. Finally, if any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

Indianfields Township guarantees that all elements of text, images or other artwork provided are either owned by the Township, or that permission to use them has been granted.

When your payment has been accepted, copyright will be automatically assigned as follows:

Indianfields Township will own the visual elements created for this project. Source file ownership and finished files will be provided. Indianfields Township should keep them

somewhere safe as TCIS is not required to keep a copy. Indianfields Township will own all elements of text, images and data provided, unless someone else owns them.

TCIS loves to show off our work and share what we've learned with other people, so we reserve the right, with Indianfields Township's permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Cancellation

Either party can cancel this agreement with a written 30 day notice. Upon cancellation, no prorated refunds will be given. All purchased deliverables and intellectual property shall remain property of Indianfields Township.

Payments

A final invoice will be sent at the completion of the project. That invoice is to be paid promptly and using NET30 billing terms. Indianfields Township will agree to the following payment structure.

Service	Frequency	Price
Design new web page and migrate content from existing webpage.	One time	Estimated at \$1,000 (Price is not to exceed \$1,500)

Disclaimer

Indianfields Township will not transfer this agreement to anyone else without TCIS permission. This contract will remain in place and need not be renewed.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Tuscola County courts.

Signatures

Signed by and on behalf of Tuscola County Information Systems and the Board of commissioners.

Thomas Bardwell, Board of Commissioners Chairman

Date _____

Signed by and on behalf of Indianfields Township

Ray Rendon

Date 7-16-18

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Monday, August 13, 2018 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

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

Absent: None

Also Present: Clayette Zechmeister, Clerk Jodi Fetting, Eean Lee, Mike Miller, Tisha Jones-Holubec, Register John Bishop, Drain Commissioner Bob Mantey, Mark Trumbauer, Mark Jensen, Curtis Stowe, Michele Zaverucha, Mary Brissette, Tim Wingert, Denise Steffan, Ken Hecht, Jenna Tetil, Nancy Laskowski, Shelly Lutz, Deputy Ryan Robinson, Leigh Nancy, Tyler Ray, Kristina Beckman, Jerry Johnson, Treasurer Patricia Donovan-Gray, Garrett Tetil, Neil Arnold, Jeff Damon, Tom McGough

Personnel

Committee Leader-Commissioner Bardwell

Primary Personnel

- **Animal Control Staff Introduction** - Director Leigh Nancy, Tyler Ray and Kristina Beckman introduced themselves to the Board. The Team is excited about the changes happening at the Shelter.
- **AARP Foundation Senior Community Services** - Shelly Lutz explained the program that allows a person 55 and over to work part-time at the County to increase their skill set. Matter to be placed on the Consent Agenda.
- **MERS Delegates Appointments** - The employee delegate will be Linda Strasz with an alternate as Treasurer Patricia Donovan-Gray. The employer delegate will be Shelly Lutz. Matter to be placed on the Consent Agenda.
- **LEAD Applicants Received** - Judy Cockerill has applied to attend LEAD and Board granted that request. Matter to be placed on the Consent Agenda.
- **Appointment of Acting Controller With Acting Position Pay** - Shelly Lutz explained the policy regarding an Acting Controller and is recommending Clayette Zechmeister be appointed as Acting Controller. Matter to be placed on the Consent Agenda.

Other Items Not Assigned to a Committee - continued below

1. Information regarding the process to permit wind farms and the phases of construction

-Curtis Stowe, SCMCCI, discussed how a permit is issued and the process of zoning approval from the local jurisdiction's Assessor. He also reviewed how the base of a wind turbine is constructed. Permits are in process although have not been issued for the wind turbine project in Juniata Township.

-Drain Commissioner Mantey explained the difference between a County Drain, Private Drain or Public Watercourse. He also explained his jurisdiction over soil erosion and when the jurisdiction transfers to Curtis Stowe.

-Michele Zawerucha, Road Commission, explained the process for road permits to be applied for and issued to property owners.

-Mark Trumbauer, NextEra, explained the project progress in Juniata Township. He also referenced that NextEra is waiting on the approval from the FFA and local authorities.

-Jeff Damon, NextEra, addressed the work hours of the wind turbine crews.

-The option of securing fiber optic from the wind farms was discussed although NextEra is not able to provide it.

-Nancy Laskowski, Juniata Township, questioned the Drain Commissioner on permits issued and access road right-aways; questioned Michele Zawerucha on timeline of driveway permits being issued, the use of funds received in a settlement from the Columbia Township project and who enforces trucks using the haul route.

-Garrett Tetil, Juniata Township, questioned how permits are issued with an assumption of a project receiving the necessary local approvals. He feels there are reasons to believe the underlying permissions will not be received to allow the project to move forward.

-Neil Arnold, Juniata Township, questioned how cement can be poured in the ground of a work site without a permit being issued.

-Jenna Tetil, Juniata Township, referenced the Special Land use Permits in Fairgrove and Juniata Townships.

Recessed at 9:43 a.m.

Reconvened at 9:55 a.m.

-Nancy Laskowski provided various handouts for the Board to review.

-Mary Brissette addressed the Board that her situation with her neighbor has not improved.

Topic was discussed at length by the Board and those in attendance.

Recessed at 10:49 a.m.

Reconvened at 10:59 a.m.

Finance/Technology

Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance/Technology

- **Request to Purchase Surveillance Upgrade for ROD – \$1,700 funds available in 2018 budget in the ROD general fund for purchase** - Register Bishop would like to upgrade a camera in the main area of the office. Matter to be placed on the Consent Agenda.
- **2017 Work Comp Audit Refund of \$18,908.31** - Clayette Zechmeister explained the refund that the County will be receiving.
- **Dental Clinic (MCDC) Update** - Commissioner Kirkpatrick provided an update.

On-Going and Other Finance

1. Review of Alternative Solutions Concerning the Caro Dam - Commissioner Kirkpatrick provided an update from the meeting Commissioner Vaughan and himself attended.
2. Update Regarding Potential Dental Clinic
3. Continue Review of Road Commission Legacy Costs
4. Work to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
5. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
6. Opioid Lawsuit - Clayette Zechmeister explained that as part of the process, the defendants have made their initial requests for information. Eric Rimor and Clayette Zechmeister have begun to coordinate the County's response to these inquiries. Clayette needs to sign a confidentiality agreement. Matter to be placed on the Consent Agenda.
7. Update Regarding Airport Zoning Board of Appeals - No news from FAA.
8. MSU-e Building Costs
9. Update Regarding Personal Property Tax Changes
10. Brownfield Board
11. Raise the Age for Juveniles Funding Proposal - MAC has learned the MISACWIS system run by the State is not capable to split reimbursement rates.
12. Multi-Year Financial Plan Development
13. Delinquent Tax Legal Chargeback Requirement for Former Vassar Foundry

On-Going and Other Personnel

1. Reporting Relationship (Nepotism Policy)

Building and Grounds
Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. **Prosecutors Sidewalk Update** - Mike Miller provided an update regarding the sidewalks and being able to work in conjunction with the City of Caro next season.

On-Going and Other Building and Grounds

1. County Property Ownership Identification - State Land Bank contact will be attending the meeting on August 27, 2018.
2. Review Potential Acquisition of Land from State Near Caro Regional Center
3. Update 10 Year Capital Improvement Plan
4. 2018 Budgeted Driveway, Parking Lot and Sidewalk Repairs
5. Update Regarding County Record Storage Needs

Other Items Not Assigned to a Committee - Item 1 was handled earlier in the meeting.

2. 2018 MAC Priorities - Commissioner Bierlein provided an update.
3. Cass River Greenways - River clean-up was last weekend.
4. Ongoing Economic Development Activity Updates from EDC Director - Commissioner Vaughan provided an update. Commissioner Bardwell shared his experience of touring the Dyna plant in Millington.
5. Dairy Farmers of America Phase 2 – Cass City - Matter discussed.
6. Sunday Retail Sales of Spirits, Beer and Wine
 - Passed by the voters August 7, 2018 with an effective date of August 18, 2018. Local retailers will need to apply for a special license to include Sundays.
 - Board Resolution review regarding Sunday off premise sale of beer/wine and spirits - Matter to be added to the agenda for Thursday's meeting to rescind a previous action by the Board. Matter to be a Roll Call Vote.

Other Business as Necessary - None

Public Comment Period -

- Jerry Johnson, MSUe Director, addressed the Board on a 4-H award recipient.
- Farm Bureau Annual Meeting beginning at 5:00 p.m. on August 16, 2018.
- Clerk Fetting reported the Primary Election went well for Tuscola County with a good turnout of voters.

Meeting adjourned at 12:03 p.m.

Jodi Fetting
Tuscola County Clerk

July 12, 2018

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, July 12, 2018 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 June 28, 2018 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$102,981.95 and bills in the amount of \$335,863.19 covered by vouchers #18-34 and #18-35 were presented and audited.

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

Brief Public Comment Segment:

- (1) Mr. Dean Smith introduced himself to the Board as a candidate for the Michigan State Representative 84th District in this year's primary election.
- (2) Mr. James Satchel appeared before the Board with a list of questions regarding the replacement of the Shays Lake Road Bridge. County Highway Engineer Zaverucha provided the answers to his questions.
- (3) Mr. Rick Seidler asked the Board for the detour route during the Shays Lake Road Bridge replacement project. County Highway Engineer Zaverucha explained the Road Commission's policy of no defined detour route during local road closures. Mr. Seidler also reported to the Board a number of locations with fence posts in the road right-of-way. Superintendent/Manager Jay Tuckey will review the locations.
- (4) Mr. Ken Dunton reported to the Board that he still hasn't received the requested road work documents from the Almer Township Board.
- (5) Ms. Eileen Doering thanked the Board for the Road Commission resolving the clear vision areas with the recently installed signs for the wind turbine project.

Mr. Dave Ondrajka from Anderson, Tuckey, Bernhardt, & Doran, CPA's appeared before the Board to present the Road Commission's Annual Audit Report for the year ending December 31, 2017. After presentation and discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk that the 2017 Financial Audit Report be accepted and placed on file. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that bid item #76 for Millington Township of the 2018 bituminous resurfacing bids be awarded to the low bidder, Pyramid Paving Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that bid item #22 for Elmwood Township of the 2018 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Director of Finance Michael Tuckey presented to the Board the Road Commission's 2017 Act-51 Reports. After review and discussion, the following motion was introduced:

Motion by Sheridan seconded by Matuszak that the Road Commission's 2017 Act-51 Reports be approved as presented. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan that the agreement between Richard Sylvester and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Quanicassee Road from their establishment north of Dutcher Road to State Trunkline Highway M-25 be extended for an additional two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak that the agreement between Bay Shore Farms, Inc. and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Cook Road and Bay Park Road from their establishment to M-25 be extended for an additional two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed a request from the Elmwood Township Board to install a plastic tile on a portion of McGregory Road. Management will send a cost estimate and Road Agreement to the Elmwood Township Board for their approval.

Motion by Parsell seconded by Zwerk to approve the request from the Spicer Group to add an additional crew in order to complete the Michigan Local Agency Culvert Inventory Data Collection Pilot Program by July 31, 2018. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to forward the request from the Village of Cass City to move the North Seeger Street project to the year 2021 unto the Local Rural Task Force Committee. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that given the current cash flow status, that the Road Commission purchase as oppose to finance the Tandem Axle Dump Truck as part of the 2018 Capital Outlay Budget. Yeas: Matuszak, Zwerk, Parsell, Laurie / Nays: Sheridan --- Motion Carried.

Superintendent/Manager Jay Tuckey provided to the Board a cost estimate for improving the quality of crushed gravel applied to Gunnell Road in Arbela Township tabled from the last regular meeting of the Board. After discussion, the following motion was introduced:

Motion by Zwerk seconded by Sheridan that Management work with the Arbela Township Board to improve the quality of crushed gravel applied to Gunnell Road, by the Road Commission removing the existing crushed gravel and to send a Road Agreement to Arbela Township for applying new crushed gravel. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board further discussed a road drainage issue along Froede Road in Wells Township.

Motion by Parsell seconded by Zwerk that the meeting be adjourned at 11:30 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

July 26, 2018

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, July 26, 2018 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 12, 2018 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$96,446.13 and bills in the amount of \$968,870.88 covered by vouchers #18-36, #18-37, #18-38, and #HRA-61 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:

(1) Mr. James Satchel appeared before the Board with a list of questions regarding the replacement of the Shays Lake Road Bridge.

Fremont Township Supervisor Henry Wymore appeared before the Board to discuss an erosion problem near Blackmore Road at the Evergreen Creek. Mr. Wymore presented a map of the area, and proposed cost estimates to resolve the erosion in the area. The Board tabled the discussion until after the scheduled bid opening.

At 8:15 A.M. the following bids were opened for the Shays Lake Road over the Sucker Creek Drain Box Culvert Installation Project:

<u>Bidder</u>	<u>Project Total</u>
Nashville Construction Company	\$ 435,100.00
Grand River Construction, Inc.	505,825.30
Zito Construction Company	596,259.80
L.J. Construction, Inc.	668,638.00
Marlette Excavating Company	719,497.75

Motion by Parsell seconded by Zwerk that the bids for the Shays Lake Road over the Sucker Creek Drain Box Culvert Installation Project be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 8:25 A.M. Secretary/Clerk Michael Tuckey was excused from the meeting in order to attend the Blue Water Highway Council Meeting.

Management and the Board further discussed an erosion problem near Blackmore Road at the Evergreen Creek tabled from earlier this regular meeting. Fremont Township Supervisor Henry Wymore reported to the Board that Fremont Township will have the brush cleared in the area.

Motion by Sheridan seconded by Matuszak 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 8-9, 2018 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 Matuszak to approve the proposal from Envirologic Environmental Consulting Services for additional ground water testing at the Vassar Garage, in accordance with the Michigan Department of Environmental Quality. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak that the agreement between Ace-Saginaw Paving Company and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Washburn Road from their Main Access Drive north to Saginaw Road be extended for an additional two (2) years with the conditions specified in the agreement. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Ms. Mary Brissette appeared before the Board to discuss the NextEra Energy wind turbine project.

Motion by Parsell seconded by Sheridan that the meeting be adjourned at 9:05 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board