

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
THURSDAY, OCTOBER 25, 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  
    -Potential Formation of a County Land Bank (See Correspondence #3)  
    -Providing Water to the New Caro Regional Center  
    -Michigan Renewable Energy Collaborative (See Correspondence #4)  
    -Request to Lift the County Hiring Freeze and Re-fill Property Appraiser Position (See Correspondence #5)  
    -Primary Road Millage Transfer Request  
    -Bridge Millage Transfer Request  
    -Engineering Proposal for Work at Vanderbilt Park (See Correspondence #6)  
    -Sheriff Budget Amendment Request for Police Vehicles (See Correspondence #7)  
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  
MI Renewable Energy Coalition  
Cass River Greenways Pathway

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  
MAC Environmental Regulatory – Vice Chair  
NACO-Energy, Environment & Land Use

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

JENSEN

Community Corrections Advisory Board  
Local Unit of Government Activity Report  
Jail Planning Committee  
Board of Health  
Dept. of Human Services/Medical Care Facility Liaison

BARDWELL

Economic Development Corp/Brownfield Redevelopment  
Caro DDA/TIFA  
MAC Finance  
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 October 11, 2018 Full Board and Statutory Finance Committee Minutes
- #2 Consent Agenda Resolution
- #3 County Land Bank Resolution
- #4 Michigan Renewable Energy Collaboration Information
- #5 Request to Re-fill Property Appraiser Position
- #6 Vanderbilt Park Engineering Proposal
- #7 Sheriff Request to Amend Budget
- #8 October 22, 2018 Committee of the Whole Minutes
- #9 October 4, 2018 Road Commission Minutes
- #10 October 19, 2018 Tuscola Health Dept. Report
- #11 October 15, 2018 Tuscola Senior Advisory Council Minutes
- #12 Cass River Property Information

*Draft*  
TUSCOLA COUNTY BOARD OF COMMISSIONERS  
October 11, 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 11th day of October 2018, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Bardwell

Pledge of Allegiance – Commissioner Jensen

Roll Call – Clerk Jodi Fetting

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

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones- Holubec, Mike Miller, Mary Drier, Joe Greene, Michael Silverman, Ray Rendon, Steve Erickson, Mary Brissette, Register John Bishop, Sheriff Glen Skrent, Drain Commissioner Bob Mantey, Mike Henry, Representative Ned Canfield, John Axe, Nancy Laskowski, Treasurer Patricia Donovan-Gray, Steve Anderson, Clayette Zechmeister, Shelly Lutz

*Adoption of Agenda -*  
18-M-157

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

*Action on Previous Meeting Minutes -*  
18-M-158

Motion by Bierlein, seconded by Young to adopt the meeting minutes from the September 27, 2018 Regular Board and Statutory Finance meetings as corrected. Motion Carried.

*Brief Public Comment Period for Agenda Items Only - None*

*Consent Agenda Resolution -  
18-M-153*

Motion by Young, seconded by Bierlein that the following Consent Agenda Resolution from the October 8, 2018 Committee of the Whole Meeting be adopted. Motion Carried.

## CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/8/18
- Description of Matter:** Move that the letter of support and funding application be authorized to be sent to the state recommending continued funding of the I-69 Thumb Regional Prosperity Region. Also, all appropriate signatures are authorized.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/8/18
- Description of Matter:** Move that per the recommendation of the Council on Aging that Charlotte Brown and Gail Nesberg be appointed to a term expiring December 31, 2018.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/8/18
- Description of Matter:** Move that per the recommendation of the Economic Corporation Director that Cindy Kruse be appointed to the EDC Board.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 10/8/18
- Description of Matter:** Move that per the request of the Information Systems Director that his position title be changed to Chief Information Office effectively immediately.

**Agenda Reference:** E

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/8/18

**Description of Matter:** Move that per the recommendation of the Behavioral Systems Board and Director that Susan McNett be appointed to the Board to serve a partial term until March 19, 2019.

**Agenda Reference:** F

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/8/2018

**Description of Matter:** Move that per the recommendation of the Buildings and Grounds Director that Brian Rickwalt who was the low bidder at \$26,800 be approved to do the ceiling tile replacement project at the Department of Health and Human Services Building.

*New Business -*

-Update Regarding Extending City of Caro Water to the Caro Regional Center - Michael Silverman, City of Caro Manager, provided an update that the City of Caro and Indianfields Township will enter into a Franchise Agreement and a 425 Agreement to provide water to the Caro Center. Representative Canfield expressed his concern to have a concrete plan and timeline put into place as soon as possible in order to verify it will coordinate with the timeline of the State of Michigan.

-Continued Discussion of Potential Formation of a County Land Bank - John Axe presented to the Board regarding forming a County Land Bank. Mr. Axe explained the steps required to establish the land bank. Mr. Axe feels the necessary documents could be prepared for consideration at the next Board meeting.

18-M-160

Motion by Young, seconded by Vaughan that initial documents to begin the process to establish a Tuscola County Land Bank be authorized to be prepared by attorney John Axe for review and consideration at the October 25, 2018 Board of Commissioners meeting. Motion Carried.

-Request for Appointment to Economic Development Corporation (EDC) and the Brownfield Board - Steve Erickson is recommending the appointment of Debbie Powell.

18-M-161

Motion by Bierlein, seconded by Young that per the recommendation of the Economic Development Corporation Director the Cass City Village Manager Debbie Powell be appointed to the Economic Development Corporation and the Brownfield Redevelopment Board of Directors. Motion Carried.

-Request to Restore Fiscal/Personnel Position - Clayette Zechmeister presented to the Board regarding the need for the requested position in support of Mike Hoagland's request made at the Committee of the Whole meeting on October 8, 2018. Drain Commissioner Mantey expressed concern for adding an additional staff member without looking at other potential solutions. Clerk Fetting reminded the Board that every Department is working short staffed accumulating comp time She also reminded the Board that when the staff cuts happened 10 years ago that the Clerk's Office and the Treasurer's Office took on additional duties from the Controller's Office that seem to have been forgotten about. Eean Lee expressed that every office is critical to having county government run efficiently. Matter discussed at length.

18-M-162

Motion by Vaughan, seconded by Jensen that per the recommendation of the Controller that the county hiring freeze be temporarily lifted and authorization is given to restore the former Fiscal/Personnel Analyst position in the Controller's office so adequate staff is available to complete major increases in workload and achieve cross-training of staff on critical county operational functions. The 2018 starting wage to be set at \$43,047 with a 5 year top step pay of \$48,140. Also, budget amendments are authorized. Voice Vote with Bierlein and Bardwell dissenting. Motion Carried.

Recessed at 10:06 a.m.

Reconvened at 10:16 a.m.

-Mosquito Abatement Budget Amendment - Kim Green submitted a purchase request.

18-M-163

Motion by Bierlein, seconded by Jensen that per the recommendation of the Mosquito Control Director that \$33,934 be transferred from the equipment/capital outlay line item and \$1,650 from the insurance and bonds line item to the abatement materials line item. The transfer of this funds in combination with the remaining unspent balance in the abatement materials line item will enable the purchase \$68,970 of abatement materials in 2018 at a discounted price saving approximately \$18,000. Said materials will be available for use in the 2019 season. Motion Carried.



*Old Business -*

-Update on Caro Dam - Commissioner Vaughan stated it is in the hands of Indianfields Township at this point.

-Medical Care Community Land Sale -  
18-M-164

Motion by Bierlein, seconded by Vaughan that the Medical Care Facility be allowed to proceed with the sale of the property on the east side of M-24. Motion Carried.

-Recycling Center Update (matter added) - Mike Miller provided an update to the Board regarding progress of getting the bids from the established contracts.

*Correspondence/Resolutions -*

-4th Annual Made in the Thumb Showcase - October 20, 2018 at the Polish American Club.

**COMMISSIONER LIAISON COMMITTEE REPORTS**

JENSEN

Community Corrections Advisory Board - Update provided.

Local Unit of Government Activity Report - Will be in South Dakota for a presentation on the fire truck that Millington and Arbela Townships are looking to purchase.

Jail Planning Committee - Touring the jail today.

Board of Health - Rabies cases are on the decline.

Dept. of Human Services/Medical Care Facility Liaison - Update provided.

BARDWELL

Economic Development Corp/Brownfield Redevelopment - Meets next week.

Caro DDA/TIFA - Update provided.

MAC Finance

MAC 7<sup>th</sup> District - November meeting

Local Unit of Government Activity Report - Attended the Indianfields Township meeting regarding the water to the Caro Center.

TRIAD - Update provided.

Behavioral Health Systems Board

MAC Workers Comp Board

YOUNG

Dispatch Authority Board  
County Road Commission Liaison - Meets today.  
Board of Public Works  
Senior Services Advisory Council  
Local Unit of Government Activity Report - The open house for the new fire truck went well.  
MAC Agricultural/Tourism Committee  
Strategic EDC Planning Committee  
Jail Planning Committee  
Genesee Shiawassee Thumb Works  
Region VI Economic Development Planning - Update provided.  
Tuscola 2020  
Cass River Greenways Pathway

Board discussed that the November 19, 2018 Board meeting is the same day as a MAC meeting. Board meeting to be rescheduled to November 20, 2018. Clerk Fetting will prepare a notice.

VAUGHAN

Board of Health  
Planning Commission  
Economic Development Corp/Brownfield Redevelopment - Update provided.  
Local Unit of Government Activity Report - Update provided from Indianfields Township meeting.  
Mid-Michigan Mosquito Control Advisory Committee  
Parks and Recreation Commission  
Tuscola County Fair Board Liaison - Working on the possibility of a summer concert series.  
MAC Environmental Regulatory – Vice Chair  
NACO-Energy, Environment & Land Use

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 - Cooperative Purchasing is being discussed.  
Human Services Collaborative Council - Update provided. Candidate Forum on October 16, 2018 from 5:00 p.m. to 7:00 p.m. at the Tech Center.  
MAC Judiciary Committee - Update provided.

Tuscola County College Access Network - Board has been dissolved.  
MAC Agricultural/Tourism Committee - Meeting upcoming.  
MEMS All Hazards - Update provided.

*Other Business as Necessary* - None

*Extended Public Comment* -

-Mary Drier - Mary expressed her concern that the water project for the Caro Center was forgotten about by the leaders that expressed initially they would make the project happen. She is disappointed in the lack of action that was taken.

-Groundbreaking ceremony at the Caro Center is scheduled for October 19, 2018 at 9:30 a.m.

Meeting adjourned at 11:16 a.m.

Jodi Fetting  
Tuscola County Clerk

Statutory Finance Committee Minutes  
October 11, 2018  
H.H. Purdy Building  
125 W. Lincoln St, Caro MI

Meeting called to order at 11:16 a.m.

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

Commissioners Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Tisha Jones- Holubec, Eean Lee,  
Nancy Laskowski, Mary Brissette

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 11:19 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 25<sup>th</sup> day of October, 2018 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

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COMMISSIONERS ABSENT:

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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 10/22/18

**Description of Matter:** 1. Move that the following adoption and deceased animal pickup fee be authorized for immediate implementation:

**Adoption Fees:**

**Cats**

**Current Adoption Fee: \$30.00**

FVRCP Vaccine	\$6.45
Deworming	\$.50 - \$2.00
FELV/FIV Test	\$13.50
Spay/Neuter & Rabies Vaccine	\$38.00
Flea Prevention	\$10.00
Food/Kennel Care	\$20.05
<b>Total:</b>	<b>\$90.00</b>

Adoption Fee for kittens or cats that cannot be altered immediately due to medical reasons: \$120.00 (\$30.00 refundable)

**Dogs**

**Current Adoption Fee: \$40.00**

DHPP Vaccine	\$6.70
Deworming	\$.50 - \$2.00
Heartworm Test	\$2.68
Spay/Neuter & Rabies Vaccine	\$58.00
Flea Prevention	\$11.00
Food/Kennel Care	\$44.42
<b>Total:</b>	<b>\$125.00</b>

Adoption Fee for puppies or dogs that cannot be altered immediately due to medical reasons: \$155.00 (\$30.00 refundable)

\*\* Spay/Neuter Deposit will be changed back to \$30.00

**Dead Animal Pick Up (for owned animals):**

**Current Price: \$0.00**

**New Price: \$35.00**

\*\* Animal Control is charged \$20.00 per animal for dead animal pickup.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/22/18

**Description of Matter:** Move that the agreement between Millington Township and the Sheriff Department for the provision of police services for the years of 2019, 2020 and 2021 be approved and all appropriate signatures are authorized.

**Agenda Reference:** C

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/22/18

**Description of Matter:** Move that the contract with Tuscola Behavioral Health System to provide mental health services for jail inmates be approved and all appropriate signatures are authorized.

**Agenda Reference:** D

**Entity Proposing:** COMMITTEE OF THE WHOLE 10/22/18

**Description of Matter:** Move that Elaine Romain be appointed to the Council on Aging until 12/31/18 to fill the vacant term of Edna Jaynes.

**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

COUNTY OF TUSCOLA  
BOARD OF COMMISSIONERS

At a \_\_\_\_\_ meeting of the Board of Commissioners of the County of Tuscola held at the \_\_\_\_\_ Building in Caro, Michigan on \_\_\_\_\_, 2018, at \_\_\_\_:\_\_\_\_.m., Eastern Daylight Savings Time, there were:

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_:

**RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS  
APPROVING INTERGOVERNMENTAL AGREEMENT TO CREATE THE TUSCOLA  
COUNTY LAND BANK AUTHORITY**

WHEREAS, the Michigan Land bank fast Track Authority (the "Authority") has been established by 2003 PA 258 (MCL 124.751 *et seq.* (the "Act") for the purpose of acquiring, assembling, disposing of, and quieting title to property, including tax reverted property, to foster the development of the property, and to promote economic growth in the State of Michigan; and

WHEREAS, the Authority has the power under the Act to enter into an intergovernmental agreement with a county foreclosing governmental unit to provide for the creation of a county land bank authority to exercise the powers, duties, functions, and responsibilities of an authority under the Act; and

WHEREAS, the treasurer of the County of Tuscola, Michigan ("Treasurer") is a foreclosing governmental unit under the Act and section 78 of The General Property Tax Act, 1983 PA 206 (MCL 211.78); and

WHEREAS, the Authority and the Treasurer seek to establish a county authority for the County of Tuscola as a separate legal entity and as a public body corporate under the Act to exercise within the County of Tuscola the powers, duties, functions, and responsibilities of an authority under the Act; and

WHEREAS, the treasurer has proposed an intergovernmental agreement between the authority and the Treasurer (the "Intergovernmental Agreement") in order to create the Tuscola County Land Bank Authority; and

WHEREAS, the Tuscola County Board of Commissioners (the "Board") is required to approve the Intergovernmental Agreement before it can becomes effective.

NOW THEREFORE, BE IT RESOLVED BY THE TUSCOLA COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Board approves the Intergovernmental Agreement in the form attached hereto as Appendix A, which is on file with the minutes of this meeting.
2. All resolutions in conflict with the foregoing are rescinded.



3. this resolution shall take immediate effect.

RESOLUTION ADOPTED.

A vote on the foregoing resolution was taken and was as follows:

YES: \_\_\_\_\_

\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

The Resolution was declared adopted.

**CERTIFICATION**

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2018, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Tuscola County Clerk

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

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Subject:

FW: STC Bill

I spoke with Deena Bosworth with the Michigan Association of Counties. She received the wind turbine assessing-taxation information I emailed yesterday. She explained she would review the talking points and senate bill today.

MTA and school lobbyists need to be updated and become part of the effort. An overall strategy and coordination is needed and should be provided by Clark Hill. The lame duck session begins in about two weeks. Are we still serious about getting approval of this senate bill?

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

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

-----Original Message-----

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

Sent: Monday, October 22, 2018 3:08 PM

To: Deena Bosworth <[Bosworth@micounties.org](mailto:Bosworth@micounties.org)>

Cc: Keith Aeder <[Keith.Aeder@greenstonefcs.com](mailto:Keith.Aeder@greenstonefcs.com)>; 'Carl Osentoski' <[carl@huroncounty.com](mailto:carl@huroncounty.com)>; Don Brown <[Brown@mail.house.gov](mailto:Brown@mail.house.gov)>; Mike Krause <[krause.michaelp@gmail.com](mailto:krause.michaelp@gmail.com)>; Pierce Gene <[gpierce@tuscolalSD.org](mailto:gpierce@tuscolalSD.org)>; Reinbold Wes <[wc48601@aol.com](mailto:wc48601@aol.com)>; Stockmeyer Jim <[gilfordtwp@airadv.net](mailto:gilfordtwp@airadv.net)>; [rsundquist@clarkhill.com](mailto:rsundquist@clarkhill.com); Tod Fackler <[todfackler@sbcglobal.net](mailto:todfackler@sbcglobal.net)>; Tod Fackler <[tuscolatownship@tds.net](mailto:tuscolatownship@tds.net)>; Senator Mike Green <[senmgreen@senate.michigan.gov](mailto:senmgreen@senate.michigan.gov)>; Fabian Knizacky <[FKnizacky@masoncounty.net](mailto:FKnizacky@masoncounty.net)>; Tara Griffith <[tgriffith@sanilacounty.net](mailto:tgriffith@sanilacounty.net)>; 'Bardwell Thom' <[bardwellthomas1@gmail.com](mailto:bardwellthomas1@gmail.com)>; 'Bierlein Matthew' <[mbierlein@tuscolacounty.org](mailto:mbierlein@tuscolacounty.org)>; 'Kim Vaughan' <[kvaughan@tuscolacounty.org](mailto:kvaughan@tuscolacounty.org)>; 'Mark Jensen' <[mjensen@tuscolacounty.org](mailto:mjensen@tuscolacounty.org)>; 'Tom Young' <[tyoung@tuscolacounty.org](mailto:tyoung@tuscolacounty.org)>

Subject: FW: STC Bill

Hello Deena

Per our discussion last Friday regarding wind turbine assessing-taxation inequities, attached are talking points prepared by the Clark Hill law firm who is working for our group of counties, townships and school districts. This group is called the Michigan Renewal Energy Collaborative (MREC). Senator Green has introduced the attached Senate Bill which we believe would resolve many of the outstanding issues. This information will help to give you a broad understanding of the issues.

Several counties with wind turbine projects are currently being negatively impacted by the flawed assessing-taxation system including Huron, Gratiot, Mason, Sanilac, Saginaw and Tuscola. In addition, many individual townships and school districts within these counties are also being

negatively impacted. There will likely be more counties negatively impacted in the future if appropriate state changes are not implemented.

MREC members have spent significant amounts in legal fees handling tax tribunal cases. Also considerable expenses have occurred in hiring professional assessing-taxation wind development experts. These experts have documented what would be a fair and equitable method of assessing-taxing wind turbines. This senate bill may be our best chance of resolving these issues. This has been an on-going issue for over six years and there are literally millions of dollars at stake. The communities that are hosting wind turbines at least deserve a fair assessing-taxation system to providing the funding needed to improve services.

Andrew Richner is the lobbyist for the Clark Hill regarding this matter. We can ask the MREC law firm to provide further information. Also, you can further discuss this issue with Andrew Richner or Rick Sundquist at the Clark Hill law firm (313-965-8227 or 248-207-2900). They can provide the information you are seeking to better understand the issues. We also need to get the Michigan Township Association and appropriate school organization involved. Perhaps the best opportunity for success is with the upcoming "lame duck session".

Your assistance to help organize resolution of this critical issue to Michigan counties is greatly appreciated.

Mike

Michael R. Hoagland  
Tuscola County Controller/Administrator  
989-672-3700

## MREC PROPOSAL TO AMEND PROPERTY TAX ASSESSMENT CRITERIA

The proposed legislation amends Section 27 of the General Property Tax Act to help resolve some of the issues in the various tax appeal cases involving wind energy systems which include wind turbines.

Wind energy systems are classified as personal property by state statute. The State Tax Commission ("STC") in a 2008 Memorandum provided that wind energy systems constitute *industrial* personal property. Industrial personal property taxes are paid to townships, cities, counties and intermediate school districts. Local school districts also receive tax revenue for debt millages, although industrial personal property is exempt from school operating millages and state education tax.

The STC has adopted multiplier tables for wind energy systems that are available to local tax assessors in helping to determine true cash value of the property. The multipliers are contained in a Wind Energy System Report approved yearly by the STC. Using the multiplier table, taxable value is determined by multiplying the original historical cost of a wind energy system by the multiplier for the applicable year of taxation.

The STC has employed three different versions of the multiplier table since it was originally adopted.

The current STC table provides for a turbine to be assessed at 100 percent of original historical cost in year one and declines (but not in a straight line) over only ten years to 30 percent of its original cost for the remaining life of the turbine. The multiplier drops each year in different amounts, ranging from .05 to .20. According to the Michigan Public Service Commission, wind energy systems have a useful life of at least 30 years.

The proposed bill would establish criteria for the STC to follow in adopting a new table this year that would require a multiplier of 1.00 in year 1 and allow for reducing the multiplier by no more than .04 each year until it reaches 0.40, which is the floor until the property is decommissioned and removed.

The proposal would further provide that if the STC fails to adopt a revised table by November this year, a new multiplier table would be required that would take the multiplier from 1.00 in year 1 to .40 (or 40% of original cost) in year 10 and thereafter, with a straight-line reduction of .04 in each of the first 10 years.

The proposed legislation also sets the value of any applicable easements, rights-of-way, or leasehold interests based on the electric output of turbines that would be prorated per megawatt for each wind turbine, with a minimum of \$29,067 per megawatt.

The proposed legislation disallows adjustments to multipliers (and true cash value) for tax or other governmental incentives. Cash grants and other federal government incentives are not rebates and should not be used to reduce the original historical cost for assessment purposes.

Note that STC tables are not obligatory for assessors – they are meant to be used as guides for assessors in preparing assessments.

The proposed legislation is intended to lessen major points of contention between taxing jurisdictions and wind energy system owners, which should reduce or eliminate tax appeals and related litigation costs. Importantly, it would also provide budgeting consistency for both wind energy system owners and municipalities. Currently, townships and counties are forced to escrow substantial portions of their yearly wind energy system tax collections in anticipation of repeated costly tax appeals by wind energy system owners. The proposed legislation would solve that problem.

*Michigan Renewable Energy Collaborative ("MREC") membership includes 6 counties (Gratiot, Huron, Mason, Saginaw, Sanilac and Tuscola), and over 40 townships and over a dozen intermediate school districts in those counties. Wind energy systems are situated in all of these jurisdictions.*

DRAFT 2

A bill to amend 1893 PA 206, entitled  
"The general property tax act,"  
by amending section 27 (MCL 211.27), as amended by 2013 PA 162.

**THE PEOPLE OF THE STATE OF MICHIGAN ENACT:**

1       Sec. 27. (1) As used in this act, "true cash value" means the  
2       usual selling price at the place where the property to which the  
3       term is applied is at the time of assessment, being the price that  
4       could be obtained for the property at private sale, and not at  
5       auction sale except as otherwise provided in this section, or at  
6       forced sale. The usual selling price may include sales at public  
7       auction held by a nongovernmental agency or person if those sales  
8       have become a common method of acquisition in the jurisdiction for  
9       the class of property being valued. The usual selling price does  
10      not include sales at public auction if the sale is part of a



1 liquidation of the seller's assets in a bankruptcy proceeding or if  
2 the seller is unable to use common marketing techniques to obtain  
3 the usual selling price for the property. A sale or other  
4 disposition by this state or an agency or political subdivision of  
5 this state of land acquired for delinquent taxes or an appraisal  
6 made in connection with the sale or other disposition or the value  
7 attributed to the property of regulated public utilities by a  
8 governmental regulatory agency for rate-making purposes is not  
9 controlling evidence of true cash value for assessment purposes. In  
10 determining the true cash value, the assessor shall also consider  
11 the advantages and disadvantages of location; quality of soil;  
12 zoning; existing use; present economic income of structures,  
13 including farm structures; present economic income of land if the  
14 land is being farmed or otherwise put to income producing use;  
15 quantity and value of standing timber; water power and privileges;  
16 minerals, quarries, or other valuable deposits not otherwise exempt  
17 under this act known to be available in the land and their value.  
18 In determining the true cash value of personal property owned by an  
19 electric utility cooperative, the assessor shall consider the  
20 number of kilowatt hours of electricity sold per mile of  
21 distribution line compared to the average number of kilowatt hours  
22 of electricity sold per mile of distribution line for all electric  
23 utilities.

24 (2) The assessor shall not consider the increase in true cash  
25 value that is a result of expenditures for normal repairs,  
26 replacement, and maintenance in determining the true cash value of  
27 property for assessment purposes until the property is sold. For



1 the purpose of implementing this subsection, the assessor shall not  
2 increase the construction quality classification or reduce the  
3 effective age for depreciation purposes, except if the appraisal of  
4 the property was erroneous before nonconsideration of the normal  
5 repair, replacement, or maintenance, and shall not assign an  
6 economic condition factor to the property that differs from the  
7 economic condition factor assigned to similar properties as defined  
8 by appraisal procedures applied in the jurisdiction. The increase  
9 in value attributable to the items included in subdivisions (a) to  
10 (o) that is known to the assessor and excluded from true cash value  
11 shall be indicated on the assessment roll. This subsection applies  
12 only to residential property. The following repairs are considered  
13 normal maintenance if they are not part of a structural addition or  
14 completion:

- 15 (a) Outside painting.
- 16 (b) Repairing or replacing siding, roof, porches, steps,  
17 sidewalks, or drives.
- 18 (c) Repainting, repairing, or replacing existing masonry.
- 19 (d) Replacing awnings.
- 20 (e) Adding or replacing gutters and downspouts.
- 21 (f) Replacing storm windows or doors.
- 22 (g) Insulating or weatherstripping.
- 23 (h) Complete rewiring.
- 24 (i) Replacing plumbing and light fixtures.
- 25 (j) Replacing a furnace with a new furnace of the same type or  
26 replacing an oil or gas burner.
- 27 (k) Repairing plaster, inside painting, or other redecorating.





1 (l) New ceiling, wall, or floor surfacing.

2 (m) Removing partitions to enlarge rooms.

3 (n) Replacing an automatic hot water heater.

4 (o) Replacing dated interior woodwork.

5 (3) A city or township assessor, a county equalization  
6 department, or the state tax commission before utilizing real  
7 estate sales data on real property purchases, including purchases  
8 by land contract, to determine assessments or in making sales ratio  
9 studies to assess property or equalize assessments shall exclude  
10 from the sales data the following amounts allowed by subdivisions  
11 (a), (b), and (c) to the extent that the amounts are included in  
12 the real property purchase price and are so identified in the real  
13 estate sales data or certified to the assessor as provided in  
14 subdivision (d):

15 (a) Amounts paid for obtaining financing of the purchase price  
16 of the property or the last conveyance of the property.

17 (b) Amounts attributable to personal property that were  
18 included in the purchase price of the property in the last  
19 conveyance of the property.

20 (c) Amounts paid for surveying the property pursuant to the  
21 last conveyance of the property. The legislature may require local  
22 units of government, including school districts, to submit reports  
23 of revenue lost under subdivisions (a) and (b) and this subdivision  
24 so that the state may reimburse those units for that lost revenue.

25 (d) The purchaser of real property, including a purchaser by  
26 land contract, may file with the assessor of the city or township  
27 in which the property is located 2 copies of the purchase agreement



1 or of an affidavit that identifies the amount, if any, for each  
2 item listed in subdivisions (a) to (c). One copy shall be forwarded  
3 by the assessor to the county equalization department. The  
4 affidavit shall be prescribed by the state tax commission.

5 (4) In finalizing sales studies for property classified as  
6 agricultural real property under section 34c, an assessor and  
7 equalization director shall determine if an affidavit for the  
8 property has been filed under section ~~27a(7)(n)~~ **27A(7)(O)**. If an  
9 affidavit has not been filed, the property shall be reviewed to  
10 determine if classification as agricultural real property under  
11 section 34c is correct or should be changed. The assessor for the  
12 local tax collecting unit in which the property is located shall  
13 contact the property owner to determine why the property owner did  
14 not file an affidavit under section ~~27a(7)(n)~~ **27A(7)(O)**. Unless  
15 there are convincing facts to the contrary, the sale of property  
16 classified as agricultural real property under section 34c for  
17 which an affidavit under section ~~27a(7)(n)~~ **27A(7)(O)** has not been  
18 filed shall not be included in a sales study.

19 (5) As used in subsection (1), "present economic income" means  
20 for leased or rented property the ordinary, general, and usual  
21 economic return realized from the lease or rental of property  
22 negotiated under current, contemporary conditions between parties  
23 equally knowledgeable and familiar with real estate values. The  
24 actual income generated by the lease or rental of property is not  
25 the controlling indicator of its true cash value in all cases. This  
26 subsection does not apply to property subject to a lease entered  
27 into before January 1, 1984 for which the terms of the lease

1 governing the rental rate or tax liability have not been  
2 renegotiated after December 31, 1983. This subsection does not  
3 apply to a nonprofit housing cooperative subject to regulatory  
4 agreements between the state or federal government entered into  
5 before January 1, 1984. As used in this subsection, "nonprofit  
6 cooperative housing corporation" means a nonprofit cooperative  
7 housing corporation that is engaged in providing housing services  
8 to its stockholders and members and that does not pay dividends or  
9 interest upon stock or membership investment but that does  
10 distribute all earnings to its stockholders or members.

11 (6) Except as otherwise provided in subsection (7), the  
12 purchase price paid in a transfer of property is not the  
13 presumptive true cash value of the property transferred. In  
14 determining the true cash value of transferred property, an  
15 assessing officer shall assess that property using the same  
16 valuation method used to value all other property of that same  
17 classification in the assessing jurisdiction. As used in this  
18 subsection and subsection (7), "purchase price" means the total  
19 consideration agreed to in an arms-length transaction and not at a  
20 forced sale paid by the purchaser of the property, stated in  
21 dollars, whether or not paid in dollars.

22 (7) The purchase price paid in a transfer of eligible  
23 nonprofit housing property from a charitable nonprofit housing  
24 organization to a low-income person that occurs after December 31,  
25 2010 is the presumptive true cash value of the eligible nonprofit  
26 housing property transferred. In the year immediately succeeding  
27 the year in which the transfer of eligible nonprofit housing



1 property occurs and each year thereafter, the taxable value of the  
2 eligible nonprofit housing property shall be adjusted as provided  
3 under section 27a. As used in this subsection:

4 (a) "Charitable nonprofit housing organization" means a  
5 charitable nonprofit organization the primary purpose of which is  
6 the construction or renovation of residential housing for  
7 conveyance to a low-income person.

8 (b) "Eligible nonprofit housing property" means property owned  
9 by a charitable nonprofit housing organization, the ownership of  
10 which the charitable nonprofit housing organization intends to  
11 transfer to a low-income person after construction or renovation of  
12 the property is completed.

13 (c) "Family income" and "statewide median gross income" mean  
14 those terms as defined in section 11 of the state housing  
15 development authority act of 1966, 1966 PA 346, MCL 125.1411.

16 (d) "Low-income person" means a person with a family income of  
17 not more than 60% of the statewide median gross income who is  
18 eligible to participate in the charitable nonprofit housing  
19 organization's program based on criteria established by the  
20 charitable nonprofit housing organization.

21 (8) For purposes of a statement submitted under section 19,  
22 the true cash value of a standard tool is the net book value of  
23 that standard tool as of December 31 in each tax year as determined  
24 using generally accepted accounting principles in a manner  
25 consistent with the established depreciation method used by the  
26 person submitting that statement. The net book value of a standard  
27 tool for federal income tax purposes is not the presumptive true



1 cash value of that standard tool. As used in this subsection,  
2 "standard tool" means that term as defined in section 9b.

3 (9) FOR PURPOSES OF A STATEMENT SUBMITTED UNDER SECTION 19,  
4 THE TRUE CASH VALUE OF A WIND ENERGY SYSTEM IS THE SUM OF ITS  
5 ORIGINAL (HISTORICAL) INSTALLED COST MULTIPLIED BY THE APPLICABLE  
6 MULTIPLIER, PLUS THE VALUE OF ANY APPLICABLE EASEMENTS, RIGHTS-OF-  
7 WAY, OR LEASEHOLD INTERESTS PRORATED PER MEGAWATT FOR EACH WIND  
8 TURBINE, BUT NOT LESS THAN \$29,067.00 PER MEGAWATT. AS USED IN THIS  
9 SUBSECTION:

10 (A) "APPLICABLE MULTIPLIER" MEANS 1 OF THE FOLLOWING:

11 (i) FOR EACH WIND ENERGY SYSTEM REPORTED, A MULTIPLIER SET  
12 FORTH IN A TABLE OF MULTIPLIERS ADOPTED BY THE STATE TAX COMMISSION  
13 ON OR BEFORE NOVEMBER 30, 2018 BASED ON THE FOLLOWING ASSUMPTIONS:

14 (A) THE AVERAGE SERVICE LIFE OF A WIND ENERGY SYSTEM IS AT  
15 LEAST 30 YEARS.

16 (B) THE APPROPRIATE MULTIPLIER FOR THE YEAR IMMEDIATELY  
17 SUCCEEDING COMPLETED INSTALLATION OF A WIND ENERGY SYSTEM IS 1.0;  
18 FOR EACH YEAR THAT PASSES THEREAFTER, THE APPROPRIATE REDUCTION OF  
19 THE MULTIPLIER MUST NOT EXCEED 0.04; AND, NO MATTER HOW MANY YEARS  
20 PASS AFTER INSTALLATION, THE MULTIPLIER MUST BE AT LEAST 0.4 UNTIL  
21 THE WIND ENERGY SYSTEM IS PHYSICALLY REMOVED.

22 (C) NO ADJUSTMENTS TO MULTIPLIERS ARE TO BE MADE FOR TAX OR  
23 OTHER GOVERNMENTAL INCENTIVES.

24 (ii) IF THE STATE TAX COMMISSION FAILS TO ADOPT THE MULTIPLIER  
25 TABLE DESCRIBED IN SUBPARAGRAPH (i) ON OR BEFORE NOVEMBER 30, 2018,  
26 FOR EACH WIND ENERGY SYSTEM REPORTED, A MULTIPLIER SET FORTH IN A  
27 TABLE THAT THE STATE TAX COMMISSION SHALL ADOPT ON OR BEFORE



1 DECEMBER 31, 2018 BASED ON THE FOLLOWING ASSUMPTIONS:

2 (A) THE AVERAGE SERVICE LIFE OF A WIND ENERGY SYSTEM IS AT  
3 LEAST 30 YEARS.

4 (B) THE APPROPRIATE MULTIPLIER FOR THE YEAR IMMEDIATELY  
5 SUCCEEDING COMPLETED INSTALLATION OF A WIND ENERGY SYSTEM IS 1.0;  
6 FOR EACH YEAR THAT PASSES THEREAFTER, THE APPROPRIATE REDUCTION OF  
7 THE MULTIPLIER IS 0.04; AND, ONCE THE MULTIPLIER FOR A WIND ENERGY  
8 SYSTEM IS REDUCED TO 0.4, IT REMAINS 0.4 FOR ALL SUBSEQUENT YEARS  
9 UNTIL THE WIND ENERGY SYSTEM IS PHYSICALLY REMOVED.

10 (C) NO ADJUSTMENTS TO MULTIPLIERS ARE TO BE MADE FOR TAX OR  
11 OTHER GOVERNMENTAL INCENTIVES.

12 (B) "ORIGINAL (HISTORICAL) INSTALLED COST" MEANS THE ORIGINAL  
13 COST NEW OF ALL SITE IMPROVEMENTS IN THE YEAR INCURRED REPORTED IN  
14 ACCORDANCE WITH THE ASSET RECORDING METHODS REQUIRED UNDER  
15 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, INCLUDING, BUT NOT  
16 LIMITED TO, THOSE COSTS DESCRIBED IN SUBPARAGRAPHS (i) AND (ii),  
17 AND SUBJECT TO SUBPARAGRAPH (iii), AS FOLLOWS:

18 (i) DIRECT COSTS, INCLUDING, BUT NOT LIMITED TO, COSTS OF  
19 INSTALLATION, EQUIPMENT, MATERIALS, AND LABOR; COSTS OF THE ROTOR,  
20 DRIVE TRAIN, TOWER, CONTROLS, ELECTRIC INTERFACE, AND TOWER  
21 FOUNDATION; COSTS OF ALL LAND IMPROVEMENTS OTHER THAN BUILDINGS,  
22 INCLUDING, BUT NOT LIMITED TO, ROADS AND FENCES; COSTS OF COMPUTER  
23 EQUIPMENT AND COMMUNICATION FACILITIES; AND THE CONTRACTOR'S PROFIT  
24 REQUIRED TO CONSTRUCT THE WIND ENERGY SYSTEM.

25 (ii) INDIRECT COSTS, INCLUDING, BUT NOT LIMITED TO,  
26 ADMINISTRATIVE COSTS, OVERHEAD, FREIGHT, WIND STUDIES, AND  
27 PROFESSIONAL FEES; FINANCING COSTS, INCLUDING INTEREST PAID ON



1 CONSTRUCTION LOANS; TAXES, INCLUDING SALES TAX; AND THE BUILDER'S  
2 OR DEVELOPER'S ALL-RISK INSURANCE DURING CONSTRUCTION.

3 (iii) COSTS UNDER THIS SUBDIVISION SHALL BE DETERMINED WITHOUT  
4 ADJUSTMENT FOR PURCHASE-METHOD, FRESH-START, OR PUSH-DOWN  
5 ACCOUNTING AND WITHOUT REDUCTION FOR THE VALUE OF ANY TAX OR OTHER  
6 GOVERNMENTAL INCENTIVES.

7 (C) "WIND ENERGY SYSTEM" MEANS THAT TERM AS DEFINED IN SECTION  
8 8 (f) .



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

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To: Angie Daniels  
Subject: RE: Appraiser I Vacancy

Angie

Will put this on the agenda for 10/25/18 please plan on attending.

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

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

From: Angie Daniels [mailto:Angie.Daniels@tuscolacounty.org]  
Sent: Monday, October 22, 2018 11:51 AM  
To: Mike Hoagland <mhoagland@tuscolacounty.org>  
Cc: Shelly Lutz <lutzs@tuscolacounty.org>  
Subject: Appraiser I Vacancy

Good Morning Mike,  
I would like to request the Board of Commissioners approval to proceed with the re-filling of our Property Appraiser position that became vacant earlier this month.  
My hope is to refill the position as soon as possible. We are currently in the middle of tax calculation season, the wrap-up of the studies and county apportionment to name a few. The end of this year would be a good training opportunity before we get busy again after the first of the year.

Best Regards,  
Angie

--  
**Angie Daniels, MAAO (3)**  
**Equalization Director**

**Tuscola County Equalization**  
**Tuscola County GIS**  
**City of Caro Assessing Department**  
**989.672.3833**

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# PE PHILLIPS ENGINEERING

October 22, 2018

**BID ESTIMATE – 18012 Commercial septic system for Vanderbilt Park Dump Station & Water Service Installation permit approval with the State of Michigan.**

Dear Mr. Michael Miller;

With this Bid Estimate, PE/Phillips Engineering, LLC agrees to provide professional services for the above project, as stated for the estimated price of \$3,700.00.

PE/Phillips Engineering, LLC shall perform the following services regarding the proposed project:

1. We understand from the information provided that a new septic system is required because of the new water service.
2. We will collect some topographic survey data, review soil boring and flow requirements information with assistance from Owner and County Health Department.
3. Prepare design/construction plans for new septic system as needed for a park dump station based on waste water quality and quantity. Total of Three sheets will be prepared to include existing layout, new design, and detail sheets.
4. We will be discussing the design and flows with you to verify design and layout. Future flows which may need to be included in design will be reviewed with recommendations.
5. Work with the County to get permit approval and final approval of septic system.
6. It is the owner's responsibility to provide proposed water and wastewater information, any existing drawings, and to pay all permit fees required.
7. Locate and mark out the water service line, coordinate a time for County to uncover existing water service to verify construction. Provide a drawing showing routing and certify installation.

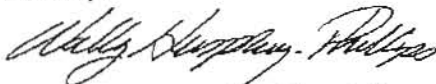
**Additional Services**

This agreement is limited to the services listed above and does not include any work listed below which may become necessary in the course of the project; PE/Phillips Engineering LLC will provide or contract them on an hourly basis:

- design work, not included above;
- Inspection of installation & Certification;
- additional meetings with MDEQ and County Health Department;
- changes to the original scope of the project as set forth above;

We encourage you to confirm this contract and any other services you anticipate as necessary in advance so that we may better meet your project timelines. To indicate your acceptance of this bid, please sign where indicated below. All work will be billed at hourly rates provided. If you have any questions, please do not hesitate to call.

Sincerely,



Wallace E. Humphrey-Phillips, P.E

This Estimate is hereby accepted by:

\_\_\_\_\_  
 Name (print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



1. The Agreement – This Agreement entered into on the \_\_\_\_ of \_\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as Client, and PE/Phillips Engineering LLC, hereinafter referred to as Engineer. This Agreement between the parties consists of this document, the attached Estimate and any and all Exhibits as attached and noted in the Estimate. Together, these elements will constitute the entire Agreement, superseding all prior negotiations, correspondences, or agreements, whether written or oral. The parties may amend this Agreement only by a written document signed by both parties. This offer is valid for only 30 days from the date on the associated estimate unless it has been signed by both parties.

2. Standard of Care – The standard of care for all professional civil engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession, practicing under similar circumstances at the same time and in the same locale. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer shall perform or furnish professional engineering, only as specified or related services in all phases of the project. Engineer shall serve as the Client's prime professional for the project. Engineer may employ such Engineer's consultants, as Engineer deems necessary to assist in the performance or furnishing of the services. Engineer shall not be required to employ any consultant unacceptable to the Engineer. Furthermore, Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions whose existence the Engineer cannot ascertain. Engineer neither guarantees the performance of any contractor or subcontractor hired by Client or the Engineer, nor does Engineer assume responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or any of the contractor's agents or employees or any other person at the site or otherwise furnishing or performing any of the contractor's work. Finally, Engineer shall not be responsible for construction means and methods or for job site safety.

3. Methods of Payment for Services and Reimbursement of Expenses - All project billings will be invoiced periodically according to time logged on the project. Ninety-five (95) percent of final bid amount must be paid in full upon submission to appropriate regulatory agencies for final approval or permits. If project accounting status becomes outstanding in excess of fifteen (15) days, work on the project will cease until accounts are current. Phillips Engineering reserves the sole right to determine timing and appropriateness of invoices upon their issuance, according to the following method(s) of payment:

A. Estimated Cost, Monthly Invoices - Client shall pay Engineer for the services performed or furnished pursuant to this Estimated cost in the amount of \$ see estimate with an initial deposit of \$ see estimate followed by monthly invoices based upon hours logged on the project, up to 95 percent of the Contract amount prior to submission of project for final regulatory agency approvals. The 5 percent retainer will be due upon completion of Contract services.

B. Per Estimated Cost, Milestone Invoices - Client shall pay Engineer for the services performed or furnished pursuant to this Estimated Cost in the amount of \$ \_\_\_\_\_ with an initial deposit of \$ \_\_\_\_\_ followed by lump sum invoices at key milestones during the project, up to 95 percent of the Contract amount prior to submission of project for final regulatory agency approvals. The 5 percent retainer will be due upon completion of Contract services.

C. Reimbursable Expenses – In addition to payments provided for in the above paragraphs, Client shall pay Engineer for reimbursable expenses incurred by Engineer and Engineer's consultants according to the attached rate sheet



~~\_\_\_\_\_~~ D. *Time and Material* – Client shall pay Engineer for services performed or furnished as outlined in the Estimate in an amount to be determined according by the amount of time and materials used at the rates detailed on the attached Rate Sheet

~~—X—~~ E. *Additional Time and Matenal Requests* – Client shall pay Engineer for services performed or furnished *in addition* to those outlined in the Estimate in an amount to be determined according to the amount of time and materials used at the rates detailed on the attached Rate Sheet. If these requests include work provided by outside consultants, such as a wetlands determination, environmental consulting, surveying, aerial photography or other services not performed by Phillips Engineering or its staff, Client agrees to pay Engineer cost plus an administrative fee as described on the attached rate sheet.

4. **Other Provisions Concerning Payment** – Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Client by Engineer, unless otherwise agreed. The amount billed in each invoice will be calculated pursuant to the above method(s) of payment. Invoices are due and payable within fifteen (15) days of receipt. If Client fails to make any payment due Engineer for services and expenses within 15 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at a rate of 1.5 percent per month, or the maximum rate of interest permitted by Michigan law from said day. In addition, Engineer may, after giving seven (7) days written notice to Client, suspend all services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and all other related charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Furthermore, records of Engineer's costs pertinent to Engineer's compensation under this Agreement shall be kept in accordance with generally accepted accounting principles.

5. **Timelines** - At an initial meeting, Client and Engineer will together create a tentative project timeline. This timeline constitutes an informal working relationship and in no way, affects the other provisions of this agreement, as a great deal of time involved in the engineering process results from regulatory agency reviews and other factors not under the control of the Engineer.

6. **Ownership of Documents** – All reports, drawings, field data, field notes, laboratory test data, calculations, estimates, and other documents, including those on electronic media, prepared by Engineer as instruments of services under this Agreement, shall remain the property of the Engineer. The Client shall not revise or modify any such documents without prior written consent of Engineer. If Client wishes to have copies of any of the above documents, Client shall pay the cost of reproduction pursuant to the attached Rate Sheet.

6. **Hazardous Environmental Conditions** – Client represents to Engineer that, to the best of his or her knowledge, a hazardous environmental condition does not exist, and Engineer agrees that discovery of any unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client and Engineer also agree that the discovery of unanticipated hazardous material may make it necessary for Engineer to take immediate measures to protect health and safety. Client agrees to compensate Engineer for any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous material. If a hazardous environmental condition is encountered or alleged, Engineer shall be under the obligation to notify the owner and, to the extent of applicable laws and regulations, appropriate governmental officials. If Engineer's services under this Agreement cannot be performed because of a hazardous environmental condition, the existence of the condition shall justify Engineer's terminating this Agreement for cause on thirty (30) days written notice.



8. **Insurance** – Engineer shall maintain workers' compensation and employer's liability insurance in accordance with the laws of the State of Michigan. In addition, Engineer shall maintain comprehensive, general liability, automobile liability, and professional liability insurance under such coverage that Engineer considers appropriate. Certificate of insurance of these policies can be provided to Client upon request. The costs of coverage indicated above are included in Engineer's quoted fees. If Client deems additional or increased limits of coverage necessary, Engineer will attempt to obtain the additional requested insurance and will invoice Client separately for any costs associated with the increased coverage.
9. **Termination** – This Agreement may be terminated by either party 30 days after written notice in the event of any breach in any provision of this Agreement, or in the event of substantial failure of performance by either party, or if Client suspends the work for more than three (3) months. In the event of termination, Engineer will be paid for services performed prior to the date of termination, plus reasonable termination expenses, including, but not limited to, the cost of completing analysis, records, and reports necessary to document job status at the time of termination.
10. **Allocation of Risks** – To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Client, its officers, directors, partners or employees from any and all costs, losses and damages caused solely by the negligent acts or omissions of Engineer or its employees in the performance and furnishing of Engineer's services under this Agreement. Further, to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, its employees, officers or directors, from any and all costs, losses, and damages caused solely by the negligent acts or omissions of Client or Client's officers, directors or employees, with respect to this Agreement or the project.
11. **Dispute Resolution** – All claims, disputes and other matters in controversy between Engineer and Client arising out of or in any way related to this Agreement will be submitted to non-binding mediation before and as a condition proceeding to other remedies provided by Michigan law. Client agrees to include a similar mediation agreement with all contractors, subcontractors, suppliers, and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. If a dispute at law arises from matters related to the services provided under this Agreement, and that dispute requires litigation, then the claim will be brought and tried in judicial jurisdiction in the court of Sanilac County, and the Client waives the right to remove the action to any other county or judicial jurisdiction. Engineer will be entitled to actual attorney's fees and costs so wrongfully incurred to enforce this Agreement.
12. **Applicable Law, Survival & Waiver** – This Agreement shall be governed by the laws of the State of Michigan. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

# PE PHILLIPS ENGINEERING

## Project Estimate

Mike Miller  
Tuscola County  
Building & Grounds  
124 W. Lincoln St.  
Caro, MI 48723

Project: Vanderbilt Park Septic & Water

Date:	Estimate #
10/22/2018	18-012


Description	Qty	Cost	Total
Water Service Certification			
Engineer, Principle	1	100.00	100.00
Technician	3	65.00	195.00
Drafting I	8	60.00	480.00
Septic System for Dump Station			
Technician	5	65.00	325.00
Drafting I	35	60.00	2,100.00
Engineer, Principle	5	100.00	500.00

**Total** \$3,700.00



# PHILLIPS ENGINEERING

## PROFESSIONAL ENGINEERING SERVICES - 2018

 Fees are based upon the time worked on the project at each individual billing rate:

Classification	Rate per Hour
Principle .....	\$100.00
Engineer I .....	\$80.00
Technician .....	\$65.00
Draftsperson I .....	\$60.00
Draftsperson II .....	\$50.00
Draftsperson III.....	\$40.00
Clerical.....	\$35.00
Inspection .....	\$55.00
Graphic Design.....	\$55.00
Survey Crew .....	\$110.00

### REIMBURSABLE EXPENSES

The following expenses are charged at the rates shown:

Printing, Reproduction, Photographs.....	Cost + 10% or
Bonds (24" x 36") ...	\$3.00 per sheet
Vehicle Travel for Projects .....	\$.45 per mile
(for travel outside Huron County)	
Subcontractors/Consultants.....	Cost + 10%
(Geotechnical or other testing services)	
Outside Services & Incidentals.....	Cost
(Permits, Overnight Courier, Special Supplies, etc.)	

**mhoagland@tuscolacounty.org**

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**From:** mhoagland@tuscolacounty.org  
**Sent:** Wednesday, October 24, 2018 12:03 PM  
**To:** 'Glen Skrent'  
**Cc:** Clayette Zechmeister (Clayette Zechmeister)  
**Subject:** RE:

Glen

Will get a board motion to authorize amendment to your road patrol budget. Please provide an estimated cost for the three vehicles today if possible.

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

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

**From:** Glen Skrent [mailto:ggs@tuscolacounty.org]  
**Sent:** Wednesday, October 24, 2018 9:25 AM  
**To:** Clayette Zechmeister <zclay@tuscolacounty.org>; Mike Hoagland <mhoagland@tuscolacounty.org>  
**Subject:**

The Undersheriff said there seems to be an issue maybe with the ordering of 3 patrol vehicles. We had to order now as there is only one production run next year, we were told. (usually there is two). I guess the Undersheriff figured they would not be in until next year but now they are coming in. We have plenty of fund balance to put into the vehicle account to cover the cost.

*Draft*  
**Tuscola County Board of Commissioners**  
**Committee of the Whole**  
**Monday, October 22, 2018 – 8:00 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 - Mark Jensen, District 5 - Matthew Bierlein

Absent: None

Also Present: Mike Hoagland, Chief Deputy Clerk Caryl Langmaid, Eean Lee, Mike Miller, Tisha Jones-Holubec, Drain Commissioner Bob Mantey, Register John Bishop, Steve Erickson, Leigh Nancy, Sandra Nielsen, Nancy Laskowski

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

**Primary Finance/Technology**

1. **Recommended Animal Control Fee Changes** - Matter to be placed on Consent Agenda.
2. **Millington Township Police Services Contract** - Matter to be placed on Consent Agenda.
3. **Potential County Land Bank** - Discussion on Intergovernmental agreement. The County will need to advertise the openings and the Board of Commissioners will appoint members to the Tuscola County Land Bank. To be placed on Agenda for further discussion on Thursday, October 25.
4. **Bidding County Audit Service** - Mike Hoagland sent out requests for bid/quotes.
5. **Contract for Mental Health Services for Jail Inmates** - Matter to be placed on Consent Agenda.
6. **Extension of Water Line to Caro Regional Center** - Matter discussed at length. Steve Erickson is researching cost for water system vs extension of water line. Should have numbers by Monday, October 29.
7. **2019 County Budget Development** - Mike Hoagland provided update - coming along slowly. Departmental budgets were due October 18. May need special Board of Commissioners meeting to discuss the 2019 budget.
8. **Michigan Renewable Energy Collaborative – Legislation Proposal** - Mike Hoagland expressed his disappointment and frustration with the group. Legislation has been drafted but not passed, running out of time.
9. **Michigan Indigent Defense Commission Funding & Interviews for Manager – 10/26/18** - Mike Hoagland stated they would be holding interviews for 8 candidates Friday, October 26.



10. **Status of Lawsuit (added)** - Mike Hoagland informed the Board that the lawsuit information has been sent to the insurance company and they will appoint counsel. County has a \$75,000 out of pocket liability.

#### On-Going and Other Finance

1. Multi-Year Financial Plan Development
2. Review of Alternative Solutions Concerning the Caro Dam
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 - Mike Hoagland has asked the current City Manager to look into the water rates being paid by the County. Is Tuscola County paying the reduced rates?
6. Opioid Lawsuit – Major Data Collection by County
7. Update Regarding Personal Property Tax Changes
8. Raise the Age for Juveniles Funding Proposal - Mike Hoagland has concerns as to where the money will be coming from to support this change.
9. State Assessing Change Proposal
10. Delinquent Tax Legal Chargeback Requirement for Former Vassar Foundry
11. County Jail Study Status - Jail Study Meeting November 5, 2018.
12. Vacant Church Going Back on Tax Role
13. County Property Ownership Inventory

#### **Personnel**

Committee Leader-Commissioner Bardwell

#### **Primary Personnel**

1. **Vacancy on Council on Aging** - Matter to be place on Consent Agenda

#### On-Going and Other Personnel

1. Reporting Relationship (Nepotism Policy)

#### **Building and Grounds**

Committee Leaders-Commissioners Young and Vaughan

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

1. **Recycling Relocation Update** - Mike Miller provided an update. Roofers should be done this week. Waiting on bid from Brinkman on soil.
2. **Engineering Design Costs for Vanderbilt Park** - Mike Miller is waiting on bids.

On-Going and Other Building and Grounds

1. Update 10 Year Capital Improvement Plan
2. County Record Storage Needs - Mike Miller informed the Board that a discussion needs to be held. This is not in the 2019 budget, but needs to be planned for the 2020 or 2021 budget. A new building would require an extensive discussion.

**Other Items Not Assigned to a Committee**

1. Cass River Greenways
2. Ongoing Economic Development Activity Updates from EDC Director
3. Dairy Farmers of America Phase 2 – Cass City

**Other Business as Necessary** - Mike Hoagland informed the Board that Sheriff Skrent has security concerns for Animal Control as they are out there unprotected by security and have no radios in the vehicles. Sandra Nielsen and Steve Anderson are meeting with Leigh Nacy on Thursday, October 25 to discuss this issue.

**Public Comment Period** - Nancy Laskowski expressed concern for Tuscola County opening themselves up for lawsuits by not applying laws equally in regards to animal control, as there were cattle located on Ringle Road that had no feed or water and were dying. She stated nothing was done.

Nancy also expressed concerns over the inconsistency of issuing zoning permits to NextEra and the operation of cranes over 120 feet.

Tom Bardwell shared the invitation to the Great Lakes National Cemetery Veterans Day Ceremony to be held on November 11, 2018 at 11:00 a.m.

Meeting adjourned at 9:52 a.m.

Caryl Langmaid  
Chief Deputy Clerk

October 4, 2018

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, October 4, 2018 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, Pat Sheridan, and David Kennard; Acting County Highway Engineer Brent Dankert, Operations Engineer Technician Will Green, Director of Finance/Secretary-Clerk Michael Tuckey.

Absent: Superintendent/Manager Jay Tuckey (Attending CRA Superintendent's Conference).

Motion by Parsell seconded by Matuszak that the minutes of the September 20, 2018 regular meeting of the Board be approved. Kennard, Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan that the minutes of the September 20, 2018 closed session of the Board be approved. Kennard, Sheridan, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$104,455.39 and bills in the amount of \$1,064,840.03 covered by vouchers #18-50, #18-51, and #HRA-63 were presented and audited.

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

Brief Public Comment Segment:

None.

The Board signed and notarized the 2<sup>nd</sup> Amendment to the current Road Agreement for the Crosswinds III wind turbine project approved at the last regular meeting of the Board.

Motion by Parsell seconded by Matuszak to approve increasing the annual salary for the Operations Engineer Technician to \$58,730.60 effective October 1, 2018. Kennard, Sheridan, Matuszak, Parsell, Laurie --- Carried.

Management and the Board further discussed the plans for a new building at the Akron Division. Director of Finance Michael Tuckey reported to the Board that a Request for Proposal has been sent for Bond/Finance Counsel for Securing Financing for a New Building.

Motion by Parsell seconded by Sheridan that the Road Commission advertise for bids for On-Site Fuel Supply. Kennard, Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan to approve that Pyramid Paving Company be allowed to work on Sundays in order to complete their 2018 planned paving projects. Kennard, Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Parsell that the Board go into closed session at 9:05 A.M. for the purpose of discussing union negotiations. Kennard, Sheridan, Matuszak, Parsell, Laurie --- Carried.

At 9:40 A.M. the Board returned to open session.

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

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Chairman

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Secretary-Clerk of the Board

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**Tuscola County Health Department**  
**Board of Health Report: October 19, 2018**  
**Ann Hepfer RN, B.S., Health Officer**

**Outcomes for the Month:**

**1. Maternal Child Health Program:** Inspector Attorney General Office is doing financial review of all MHIP programs in the State of MI. They are looking for how services have been billed and for standing orders related to those visits. Our audit will take place on October 16; the findings will not be available for several weeks.

**2. Dental Update:** I have a meeting set up on October 25<sup>th</sup> at 1:00pm with Dr. Crowley from Great Lakes Bay Health Center to discuss bringing a Federally Funded Health Care Clinic for Dental Services.

TUSCOLA COUNTY SENIOR ADVISORY COUNCIL  
OCTOBER 15, 2018 AT THE CARO DINING CENTER

Meeting called to order by Jerald Gamm at 11:00 am  
Pledge to the Flag was said by all.

Minutes from the September 17, 2018 meeting was read. Motion to approve minutes as read made by Sandra Williamson seconded by Connie Pliska. Motion carried

Treasurers Report was given by Jerald Gamm. Motion to approve Treasurers report as read made by Bill Sanders seconded by Sandra Williamson. Motion carried A motion was made by Henry Wymore to donate \$250.00 to Walk for Warmth-\$250.00 to Spoonful of Plenty-\$200.00 to Caro Food Pantry-\$200.00 to Mayville Food Pantry an \$200.00 to Vassar Food Pantry. Bill Sanders seconded the motion. Motion carried.

HDC Report was given by Shelly Schulz---

For the Month of September their was a total of 15 serving days

999 meals at the Dining Center

5173 home delivered meals

Average donation for Congregate meals was \$2.70---Home Delivered meals was \$.57

Shelly also introduced Kristy Sutherland who is the new Senior Services Director.

Motion to accept HDC Report with great appreciation to Shelly Schulz made by Carolyn Wymore seconded by Connie Pliska. Motion carried.

OLD BUSINESS---

The Senior Dinner Dance was held on September 20,2018 , all the tickets where sold. Everyone enjoyed a good meal an dancing after the meal. Thank you cards where sent out to all the people who donated the prizes for the drawings. A BIG THANK YOU to the HDC Ladies who helped with the Dinner Dance. They are greatly appreciated for all their help.

NEW BUSINESS----

Three people have applied to fill the vacancies on our Board , waiting for the County Commissioners to appoint them. Also we have two people whos term will be up in December 2018.

Term appointments will now be for 2 years. Also Sunday Nov 4, 2018 HDC will have a Roast Beef Dinner for the Seniors at the Caro Dining Center. July 10, 2019 we are signed up to help with Spoonful of Plenty meal.

Also a REMINDER their will be NO MEETING in December 2018.

NEXT MEETING will be held at the Mayville Dining Center on NOVEMBER 19, 2018

Meeting adjourned at 12:00 pm

Those in attendance -Connie Pliska, Kristy Suherland HDC,Eugene Davidson,Sandra Williamson, Shelly Schulz HDC, Bill Sanders, Henry an Carolyn Wymore, Jerald Gamm

Minutes prepared by  
Carolyn Wymore, Secretary



## Tuscola County Parks & Recreation Commission

125 W. Lincoln Street

989.672.3700

Caro, MI 48723

Fax: 989.672.4011

Robert W. McKay, Chairman

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

Wednesday, October 24, 2018

Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners  
H.H. Pardey Building  
125 W Lincoln Street  
Caro MI 48723

Hello Chairman Bardwell,

At the 3rd Quarter meeting of the Tuscola County Parks and Recreation Commission held on August 23, 2018, it was made known to the Parks and Recreation Commission that property along the Cass River in the immediate vicinity of the Caro Regional Center is being held by the Michigan Land Bank. If there is any possibility of a portion of that acreage to be set aside or obtained by Tuscola County for the purpose of establishing a small park with river frontage and access, the Tuscola County Parks and Recreation Commission requests, by unanimous decision, that this be undertaken and accomplished by the Tuscola County Board of Commissioners.

As the Board of Commissioners is no doubt aware, the Cass River serves as a developing backbone of recreational activity for residents of Tuscola County. Spearheaded by the Cass River Greenway organization, a number of canoe - kayak launching points have been constructed along the river - three of them in Tuscola County with hopes that another could be created along the banks of the Cass River in the area just downstream from the Chambers Road Bridge in Wahjamega which might be similar in extent to the facilities now in place adjacent to the Caine Road bridge and that at the canoe - kayak launch - portage site in the City of Vassar.

Sincerely,

-- Robert W. McKay, Chairman

Tuscola County Parks and  
Recreation Commission

### **Tuscola County Parks & Recreation Commission Mission Statement**

*The mission of the Tuscola County Parks & Recreation Commission is to advise the Tuscola County Board of Commissioners on matters of policy and practice pertaining to the encouragement, establishment, and provision of recreational opportunities for residents of, and visitors to, Tuscola County*