

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, MARCH 28th, 2019 – 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 Young
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (**See Correspondence #1 & 2**)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (**See Correspondence #3**)
New Business
- Murphy Lake Water Level Resolution (**See Correspondence #4**)
 - Property and Liability Insurance Renewal with MMRMA
(**See Correspondence #5**)
 - County Planning Commission Vacancy Possibly Extending
Application Deadline
 - American Messaging Contract Agreement Extension for the Central
Dispatch Paging System (**See Correspondence #6**)
- Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory – Vice Chair
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

BARDWELL

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

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
Mi Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

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 March 14, 219 Full Board & Statutory Finance Minutes
- #2 March 19, 2019 Full Board Minutes and March 25, 2019 Committee of the Whole Minutes
- #3 Consent Agenda Resolution
- #4 Murphy Lake Water Level Resolution and Murphy Lake Level Outline of Procedures
- #5 MMRMA Insurance Renewal
- #6 American Messaging Amendment to Extend Agreement
- #7 Vanderbilt Park Crushed Limestone and Crushed Gravel Bid Information
- #8 Baraga County Resolution for HB 4227
- #9 March 7, 2019 Road Commission Minutes

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
March 14, 2019 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 14th day of March 2019, to order at 8:03 o'clock a.m. local time.

Prayer – Commissioner Jensen

Pledge of Allegiance – Commissioner Vaughan

Roll Call – Chief Deputy Clerk Caryl Langmaid

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 – Daniel Grimshaw (arrived at 8:05 a.m.)

Commissioner Absent: None

Also Present: Mike Hoagland, Chief Deputy Clerk Caryl Langmaid, Eean Lee, Tisha Jones-Holubec, Nancy Laskowski, Heidi Stark, Mike Miller, Sheriff Glen Skrent, Clayette Zechmeister, Steve Anderson, Register John Bishop, Robert McKay, Joe Green, Debra Cook, Heather Thomas-Verhaeghe, Ann Hepfer, Terry Camp, Deena Bosworth (via teleconference)

Adoption of Agenda -

19-M-0048

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

Action on Previous Meeting Minutes -

19-M-049

Motion by Vaughan, seconded by Young to adopt the meeting minutes from the February 28, 2019 Regular Board and Statutory Finance meetings as presented.
Motion Carried.

Brief Public Comment Period for Agenda Items Only -

-Nancy Laskowski briefed the Board of Commissioners on her qualifications in regards to her application for the vacancy on the County Planning Commission.

Consent Agenda Resolution -
19-M-050

Motion by Grimshaw, seconded by Young that the following Consent Agenda Resolution from the March 11, 2019 Committee of the Whole Meeting be adopted. Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that the Managed Assigned Counsel Administrator be authorized to enter into a lease for office space at the Rolka Building with the understanding the lease will not increase county share of costs for the Michigan Indigent Defense Program. Also, all appropriate signatures are authorized and budget amendments regarding the lease are approved for implementation.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that the Byrne Justice Assistance Grant for the October 1, 2018 to September 20, 2019 period be approved and all appropriate signatures are authorized.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that per the recommendation of the Mosquito Abatement Director that the budgeted 2019 treatment materials identified in the March 4, 2019 memorandum be authorized for purchase.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that per the recommendation of the Mosquito Abatement Director that the budgeted 2019 seasonal Mosquito Abatement Staff identified in the March 4, 2019 memorandum be authorized for hire.

- Agenda Reference:** E
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that the 2018 Mosquito Abatement Annual Report be received and placed on file.
- Agenda Reference:** F
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that per the March 1, 2019 request from the Chief Information Officer that authorization is given to attend the out-of-state Dell Technologies World conference from April 29, 2019 thru May 2, 2019.
- Agenda Reference:** G
- Entity Proposing:** COMMITTEE OF THE WHOLE 3/11/19
- Description of Matter:** Move that per the February 27, 2019 memo authorization is given to the Tuscola County Suicide Prevention Coalition to use the Courthouse lawn on September 8, 2019.

New Business -

-County Health Dept. Audit Presentation -
Heather Thomas-Verhaeghe presented the County Health Department Audit results. No instances of noncompliance were found. No issues to report regarding internal control over financial reporting. Heather did report the Health Department has less than 1 month of operation based on unrestricted fund balance.

19-M-051

Motion by Vaughan, seconded by Jensen that the 2017-2018 County Health Department audit be received and placed on file. Motion Carried.

-MAC Teleconference Update -

Deena Bosworth updated the Board of Commissioners on what is happening in Lansing. Budget is in discussion with the gas tax proposal as the hot topic. The halt of the new Psychiatric Center was discussed, along with revenue sharing and the foreclosure issue.

-County Parks & Recreation Commission -

Robert McKay presented an overview of the Parks and Recreation Commission. Commissioner Bardwell questioned what the Parks and Recreation Commission needed from the Board of Commissioners. Robert McKay informed the Board that what was needed was for the Board to set the areas of responsibility and tasks to achieve objectives. Commissioner Grimshaw questioned as to whether the Board wants the Parks and Recreation Commission to continue to present issues regarding Vanderbilt Park to the Board or give authority to the Parks and Recreation Commission to handle issues regarding Vanderbilt Park. Mike Hoagland and Commissioner Vaughan to work with Parks and Recreation Commission to look at By-laws, Penalties, and Enforcement.

19-M-052

Motion by Grimshaw, seconded by Vaughan, to modify the number of meetings per year to as needed for the Parks and Recreation Commission and to develop By-laws. Motion Carried.

-2018 Year-End Financial Information -

Mike Hoagland presented the County Financial Overview. County is stable and all funds finished 2018 in the positive.

-Wind Turbine Revenue -

A meeting to discuss how the wind developer's tax appeals have been negatively impacting our local communities and explain how SB 46 would solve this dispute will be held March 20, 2019 at 3:00 p.m. in Lansing.

-County Planning Commission Vacancy -

Heidi Stark briefed the Board of Commissioners on her qualifications in regards to her application for the vacancy on the County Planning Commission. The function of the County Planning Commission was discussed at length. There was some concern raised as to who is currently on the Planning Commission and what district they reside in. Commissioner Grimshaw would like to see someone from District 5 on the Planning Commission.

19-M-053

Motion by Grimshaw, seconded by Jensen to table the appointment to the County Planning Commission for 30 days as of March 14, 2019, with no special meeting to be scheduled in order to handle the matter. Motion Carried.

Recessed at 10:35 a.m.

Reconvened at 10:45 a.m.

-Addendum to 2019 Mid-State Health Network Substance Use Disorder Oversight Policy Advisory Board Intergovernmental Agreement -

19-M-054

Motion by Grimshaw, seconded by Jensen that the addendum to the 2019 Mid-State Health Network Substance Use Disorder Oversight Policy Advisory Board Intergovernmental Agreement be approved and all appropriate signatures are authorized. Motion Carried.

-State to Re-Assess the Location of the New Psychiatric Facility -
Mike Hoagland advised the Board of Commissioners on the Press Release issued late Wednesday, March 13, 2019 regarding Governor Whitmer's decision to re-assess the location of the new Psychiatric Facility. Mike Hoagland stated the loss of the Caro Center would have a huge economic impact on the County and we need to be proactive.

-Purdy Building Safety Committee -

19-M-055

Motion by Jensen, seconded by Young that per the recommendation of the Purdy Building Safety Committee that the Equipment-Technology Fund budget be amended by \$2,500.00 to purchase additional smoke detectors and panic buttons for the Purdy Building. Motion Carried.

-2018 Year-End Financial Information (continued)-

19-M-056

Motion by Vaughan, seconded by Grimshaw to authorize an additional 2018 transfer of \$112,000 from the General Fund to the Equipment-Technology Fund (for a total of \$500,000) and approve 2018 corresponding budget amendments. Motion Carried.

19-M-057

Motion by Vaughan, seconded by Young to authorize an additional 2018 transfer of \$350,000 from the General Fund to the Capital Improvement Fund (for a total of \$350,000) and approve 2018 corresponding budget amendments. Motion Carried.

-Register of Deeds Employee Retirement -

Register John Bishop informed the Board of Commissioners that Kim Brinkman has submitted a letter of retirement effective June 30, 2019. Register Bishop requested that he be allowed to begin the process to replace Kim Brinkman immediately.

19-M-058

Motion by Vaughan, seconded by Young that the letter of retirement from Kim Brinkman be received and placed on file with said resignation to be effective June 30, 2019. Motion Carried.

19-M-059

Motion by Jensen, seconded by Vaughan to allow the Register of Deeds to start the process to replace the retiring employee and to complete the hiring freeze checklist. Motion Carried.

Old Business -

Commissioners discussed scheduling a Committee of the Whole meeting on March 25, 2019 since none of the Commissioners were planning to attend the MAC Conference. Clerk to post meeting notice.

19-M-060

Motion by Young, seconded by Grimshaw to schedule a Committee of the Whole Meeting for March 25, 2019 at 8:00 a.m. at the H.H. Purdy Building. Motion Carried.

Correspondence/Resolutions -None

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

Behavioral Health Systems Board
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VAUGHAN

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Other Business as Necessary - None

Extended Public Comment - None

Meeting adjourned at 12:30 p.m.

Caryl Langmaid
Tuscola County
Chief Deputy Clerk

Statutory Finance Committee Minutes
March 14, 2019
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 12:30 p.m.

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

Commissioners Absent: None

Also Present: Mike Hoagland, Chief Deputy Clerk Caryl Langmaid, Eean Lee, Nancy Laskowski

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 12:35 p.m.

Caryl Langmaid
Tuscola County
Chief Deputy Clerk

Draft
 TUSCOLA COUNTY BOARD OF COMMISSIONERS
 March 19, 2019 Minutes
 H. H. Purdy Building

Commissioner Bardwell called the special 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 19th day of March 2019, to order at 8:00 o'clock a.m. local time.

Prayer – Pastor Jon Terry, New Hope Alive Church, Reese

Pledge of Allegiance – Commissioner Bardwell

Roll Call – Clerk Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 – Daniel Grimshaw (arrived at 8:03 a.m.)

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Kent Graf, Maggie Root, Matt Campbell, Russ Rienas, Pennie Rienas, Ed Smith, Judge Amy Grace Gierhart, Ray Rendon, Keith Baur, Damian Wasik, Dave Gloer, Marty Hall, Marc Augsburg, Dawn Leyva, Jim McLoskey, Jon Terry, Clayette Zechmeister, Joe Greene, Michael Silverman, Bill Bushaw, Steve Erickson, Bob Eschenbacher, Dave Osentoski, Evan Osentoski, Ann Hepfer, Gene Pierce, Mike Green, Roger Hood, Register John Bishop, Treasurer Patricia Donovan-Gray, John Axe (via phone), John Tilt, Ken Martin, Mark Haney and many other community residents

Adoption of Agenda -
 19-M-061

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

Brief Public Comment Period for Agenda Items Only -

-Matt Campbell - The current location of the Caro Center is at an interchange of three major state highways. There are people located in the area that would be qualified to be hired it is just that the opportunity needs to be afforded to leaders at the Caro Center to complete the hiring process. A question he has for the Board is if the water can be made available. The Board answered that water project can be completed. Matt distributed a map of areas in the State of Michigan that are served by the Caro Center. Patients have expressed how much they appreciate being able to see the country setting and hearing the sounds of nature. It is important to keep the patient's needs in the forefront. It is vital that all parties involved work together to retain the Caro Center in Tuscola County.

-Josh Skinner - Josh questioned the Board if they were aware of any deadlines that the contractors on the project have been given.

-Ed Smith - Congressman Mitchell's office has been working through this issue since the news broke over the weekend. Congressman Mitchell has submitted a letter to the Governor's office to retain the Caro Center and is waiting for a response from the Governor. Ed read the letter to the Board.

-Joe Greene - Joe believes there is a need to educate the new staff in the Governor's office regarding the information that was collected previously. He also reiterated the importance of the Caro Center to our community.

Consent Agenda Resolution - None

New Business -

-Discussion in Regards to Retaining the New State Psychiatric Hospital -

-John Axe, Clark Hill - Mr. Axe explained that the Clark Hill firm would be able to be contracted to provide lobbying services regarding the project. The firm would be contracted to assist with governmental assistance in Lansing. Also, the firm would help keep the project construction on track and located in Tuscola County.

-Mike Hoagland stated Clark Hill would engage their consulting team to evaluate the project and the steps that need to be taken. There needs to be a unified front moving forward in the project. Tuscola County feels the water issue has been resolved. An engineer had been contracted and was able to provide a cost effective way to provide water to the Caro Center as well as for future development in that area.

-Commissioner Grimshaw asked for a description of the success of Clark Hill in lobbying versus litigation.

-Commissioner Bardwell does not feel recruitment would be an issue if the Caro Center was portrayed as stable. He does not feel family visits should be a top concern to cause the move as the amount of family visits will remain the same wherever the facility is located. The water issue has been discussed and resolved from the Board's perspective. Today's meeting was held in order to review the steps that have been taken to retain the Caro Center. Contact has been made with Senator Daley and Representative Green for direction and leadership in Lansing. Commissioner Bardwell encouraged the public to continue to reach out to show their support for having the Caro Center in Tuscola County at the current location.

-Mike Hoagland would like to keep the contact with leaders as a high priority and at the forefront of all steps moving forward. Mike has a lot of the research completed that can be shared with the Governor's office. Representative Canfield stated all parties involved need to work together and win this again.

-Commissioner Vaughan would like to focus resources available where they can be used most effectively.

-Commissioner Bardwell feels the best strategy is the individual communication to the Governor's Office and to the Legislators. Steps need to be taken in order to educate new officials in Lansing.

-Commissioner Grimshaw stated the new Director of the Department of Health and Human Services (DHHS) is Robert Gordon. He provided an overview of his background and concerns he has regarding that.

-Senator Mike Green has had concern from the beginning that DHHS wanted to move the Caro Center and felt there was information that was provided that was misleading. He has concerns that even though appropriation has been made to keep the Caro Center in Tuscola County that could be changed by Governor Whitmer. He feels the decision will be made in the next few months. He feels the current Legislators in the Senate and in the House are firmly behind Senator Daley and Representative Green. It is important to keep positive communication lines open in Lansing.

-It is projected that 54 million dollars flows through the local economy because of the Caro Center.

Other Business as Necessary -

-Commissioner Bardwell will not be in attendance at Monday's Committee of the Whole meeting as he has another meeting in Lansing.

Extended Public Comment -

-Matt Campbell - There has been funding appropriated to hire 50 more employees at the Caro Center. There have been 25 new employees hired but the next wave of hiring has not been allowed to happen at this point. Letters and phone calls need to be made in order to show our support. Matt is attending a meeting in Lansing in reference to the matter.

-Renee Berlin - It is important to talk about the patients as many have no family that visits them and the patient considers the staff their family.

-Commissioner Bardwell stated the Board will continue to work with leaders in Lansing in order to keep this matter at the forefront.

-Clerk Fetting asked if a model letter can be prepared as it was last time. Mike Hoagland will prepare a letter to be able to send to the Governor's Office. Clerk Fetting also thanked the many people who attended the meeting today to show their support.

-Commissioner Vaughan is dedicated to work with officials every step of the way.

-Commissioner Bardwell stated the matter to be placed on Monday's Committee of the Whole Agenda.

-Wayne Susala supported the need to keep these jobs in Tuscola County.

Meeting adjourned at 9:20 a.m.

Jodi Fetting
Tuscola County Clerk

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Monday, March 25, 2019 – 8:02 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 4 - Mark Jensen,
District 5 - Daniel Grimshaw

Absent: District 2 - Thomas Bardwell, District 3 - Kim Vaughan

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Mike Miller, Eean Lee, Tisha Jones-Holubec, Nancy Laskowski, Representative Phil Green, Heidi Stark, Register John Bishop, Drain Commissioner Bob Mantey, Sandy Nielsen, Steve Erickson

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

-Update from Representative Green - HB4362 has been reintroduced to correct language included in the bill. Representative Green provided an overview of the Governor's proposed gas tax and how the funding would be appropriated. Representative Green and Senator Daley has had a meeting regarding the Caro Center with officials in Lansing. A firm has been selected to complete the study to determine if Caro is the best location.

Primary Finance/Technology

1. **Drain Commissioner 2018 Annual Report** - Drain Commissioner Mantey presented the annual report. Matter to be placed on the Consent Agenda.
2. **Murphy Lake Water Level Resolution** - Matter to be placed on Thursday's agenda with a roll call vote.
3. **Central Dispatch 2018 Annual Report** - Sandy Nielsen presented the annual report. Matter to be placed on the Consent Agenda.
4. **Update Regarding Caro Psychiatric Hospital – County Web Site Information** - The website has been updated with a page dedicated to the Caro Center. The letters prepared have been circulating on social media.
5. **Caro Regional Center Land Transfer to DNR – County Land Bank** - Steve Erickson provided an update regarding the State Land. Project is being reviewed.
6. **Update Regarding MREC and State Officials Meeting** - Commissioner Jensen provided an update regarding the meeting last week.
7. **CLEMIS Road Patrol Software – Impacts on Local Police Departments**- Eean Lee provided an update from the Chief's meeting regarding implementation of the software program and the options that are available to them.
8. **New Kronos Time Attendance and BSA Finance/General Ledger Software** - Eean Lee provided an update regarding the transition. Clayette explained the Department of Treasury is holding off on the Chart of Account changes which will be helpful with the BSA transition.

9. **Property and Liability Insurance Renewal with MMRMA** - Clayette provided up an update from the meeting with the representative and why the rates slightly increased. The Net Distribution check will be coming soon. Clayette will provide a breakdown of the increases. Matter to be added to Thursday's agenda.

On-Going and Other Finance

Finance

1. Work with MREC to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
2. Providing Water to Caro Regional Center
3. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
4. Opioid Lawsuit
5. State Assessing Changes
6. Preparation of Updated Multi-Year Financial Plan
7. Continue Review of Road Commission Legacy Costs
8. 2018 Comprehensive Annual Report Development - Audit has begun today.
9. Convert to New State Chart of Accounts
10. 2020 Budget Development - Expected to begin in August 2019.
11. Second Year MIDC Plan and Budget
12. Determine if any Drain Bonds can be Retired Early or Refinanced

Technology

1. Animal Control Camera and Other Security
2. New Server and Network Storage Capacity
3. Jail Live Scan Scanner
4. CLEMIS Road Patrol Software
5. GIS Update
6. Increasing On-Line Services
7. Updating County Web Page
8. Implementation of New Computer Aided Dispatch System

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **Replacing Retiring Controller/Administrator** - Applications have been coming in.
2. **Scheduling a MAC 7th Meeting to Determine if Organization Will Continue** - No action at this time.
3. **County Planning Commission Vacancy** - Matter to be placed on Thursday's agenda.

On-Going and Other Personnel

1. Updating Animal Control Ordinance
2. Review of Potential Policy Regarding Employment of Relatives
3. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
4. Strengthen and Streamline Year-End Open Enrollment
5. Evaluate Potential Training Programs
6. Start the Development of Pay Grade Schedule and Updated Job Descriptions

Building and Grounds
Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. **County Jail Study Committee – Development of a Concept Plan** - Mike Miller provided an update regarding project and the architects that did a walk through to provide options.
2. **Vanderbilt Park – Road Gravel** - Commissioner Young has received information from the Road Commission that it would be \$5,500.00 to place limestone on the road. Matter to be placed on the Consent Agenda.

On-Going and Other Building and Grounds

1. Cass River Greenways – Robert McKay to bring Information to a March Meeting
2. Complete Formation of County Land Bank
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. County Property Ownership Inventory - Project will begin on April 12, 2019
5. Review of Alternative Solutions Concerning the Caro Dam
6. Sidewalk Improvements and Parking Lot Sealing
7. Purdy Building Awning, Sign and Stucco Repairs
8. Jail Entrance Step and Ceiling Tile
9. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
10. Potential Sale of Certain County Properties
11. New Septic System at Vanderbilt Park and Vegetation Clearing
12. Health Department Painting, Animal Control Ceiling and Court Windows
13. Recycling Soil Removal and Construction

Other Business as Necessary

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies - Commissioner Grimshaw would like the direct deposit policy reviewed first.

Public Comment Period -

-Register John Bishop - Register Bishop questioned if the Land Bank Board has been appointed or if the positions have been advertised for. Clerk Fetting stated she has not been informed that the formation is ready to move forward to have the positions posted.

-Register John Bishop - Register Bishop asked for a couple of clarifications regarding the resolution for Murphy Lake and if the Board of Commissioners would retain oversight.

Meeting adjourned at 10:02 a.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 28th day of March, 2019 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 3/25/19

Description of Matter: Move that the 2018 Drain Commissioner Annual Report be received and placed on file.

Agenda Reference: B
Entity Proposing: COMMITTEE OF THE WHOLE 3/25/19
Description of Matter: Move that the 2018 Central Dispatch Annual Report be received and placed on file.

Agenda Reference: C
Entity Proposing: COMMITTEE OF THE WHOLE 3/25/19
Description of Matter: Move to approve the purchase of crushed limestone and crushed gravel from Burroughs North Materials through the awarded bid at the Tuscola County Road Commission in the cost of \$5,055 to repair the road at Vanderbilt Park. Also, approve any budget amendments as necessary.

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

RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS

MURPHY LAKE

WHEREAS, the Tuscola County Circuit Court entered an Order on November 26, 1958, establishing the inland lake level for Murphy Lake, located in the Townships of Millington and Watertown, Tuscola County, at a summer elevation of 747.0 feet above sea level and a winter elevation of 746.5 feet above sea level; and

WHEREAS, subsequent to the Court's November 26, 1958, Order, the Drain Commissioner entered a Final Order on May 8, 1962, setting the Murphy Lake Special Assessment District;

WHEREAS, the Tuscola County Circuit Court entered an Order dated December 14, 1984, stating that "the Winter Level of Murphy Lake shall be seven hundred forty-six (746.0) above sea level. Said level shall be established immediately and shall hereafter and be maintained between October 1 and Ice Out,"

WHEREAS, the Tuscola County Circuit Court entered an Order dated November 8, 1985, stating that "the Winter Level of Murphy Lake shall be seven hundred forty-five and one-half (745.5) feet above sea level. Said level shall be established immediately hereafter and be maintained between September 1 and Ice Out, or March 10, next which occurs first, each year;"

WHEREAS, the Tuscola County Circuit Court entered an Order dated February 27, 2009, revising the time periods between the winter and summer levels, and also approving the Special Assessment District boundaries determined by the Tuscola County Drain Commissioner, however, no Special Assessment District boundaries were set by the Drain Commissioner as a result of the February 27, 2009 Order; and

WHEREAS, the special assessment district requires updating to include additional lands consistent with the Court's Order;

WHEREAS, the Order dated February 27, 2009, amended the winter level maintenance time period from the dates of September 1, through March 10 or Ice Out, whichever occurs first, to the dates of October 15 through March 10, or Ice Out, each year, effective immediately;"

WHEREAS, the Tuscola County Board of Commissioners, deems it necessary to clarify that the winter level maintenance time period is October 15 through March 10 or Ice Out, whichever occurs later

WHEREAS, the Tuscola County Board of Commissioners deems it necessary to revise the special assessment district boundaries pursuant to Part 307,

WHEREAS, the Tuscola County Board of Commissioners has authority to expend up to Ten Thousand (\$10,000.00) Dollars in any one year for the maintenance and repair of the lake level project, and where it is estimated that expenditures exceeding this amount are necessary, those amounts may not be expended until approved by Resolution of the Tuscola County Board of Commissioners; and

WHEREAS, the Tuscola County Drain Commissioner has advised the Board of Commissioners for the County of Tuscola that it will be necessary to expend funds in excess of Ten Thousand (\$10,000.00) Dollars for the maintenance and repair of the lake level project, and

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners does hereby delegate the authority under Part 307 to the Tuscola County Drain Commissioner.
2. The Board directs the Drain Commissioner to appoint legal counsel to institute proceedings in the Tuscola County Circuit Court to revise and confirm the special assessment district boundaries for the established lake level of Murphy Lake, and all costs to do so shall be borne by the special assessment district.
3. The Board directs the Drain Commissioner to retain an engineering firm to assist with the preparation of the special assessment district and any other information necessary to revise the Court's Order dated February 27, 2009 (including clarifying that the winter level maintenance time period is October 15 through March 10 or Ice Out, whichever occurs later), and all costs to do so shall be borne by the special assessment district.
4. The Board does hereby determine that the whole cost of the project to revise and confirm special assessment district boundaries for the lake level for Murphy Lake shall be defrayed by special assessments against privately owned parcels of land, State-owned lands that are under the jurisdiction and control of the Michigan Department of Natural Resources, and political subdivisions of the State that are benefited by the project in accordance with procedures set forth in Part 307.
5. After the revision and confirmation of the special assessment district for Murphy Lake, the Drain Commissioner, as delegated authority, shall prepare a computation of cost and prepare a special assessment roll consistent with the requirements of Part 307.
6. Pursuant to Part 307, the Tuscola County Drain Commissioner is authorized to expend money for the maintenance and repair of the lake level project in excess of Ten Thousand (\$10,000.00) Dollars.
7. The Tuscola County Drain Commissioner shall retain the services of a licensed professional engineer to compute the cost of the project, prepare a special assessment roll and hold a public hearing pursuant to Part 307.
8. All resolutions and parts of resolutions insofar as the same may be in conflict herewith are hereby rescinded.

Dated: _____

_____, Chair
 Tuscola County Board of Commissioners

Yeas:
 Nays:
 Abstain
 Absent

Resolution Number _____

I, the undersigned, being duly qualified and acting Clerk of Tuscola County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Tuscola County Board of Commissioners at a regular meeting held on the _____ day of _____, 2019, and that notice of said meeting was given in accordance with the Open Meetings Act.

Dated: _____

Jodi Fetting, Clerk
Tuscola County

MURPHY LAKE LEVEL

TO: Robert Mantey, Tuscola County Drain Commissioner
FROM: Stacy L. Hissong
DATE: August 28, 2018
RE: Murphy Lake Level Outline of Procedures

As Murphy Lake a normal level established under Part 307 in 1958 and amended in 1984, 1985 and 2009, the delegated authority (the Tuscola County Drain Commissioner) has duty to have the control structure inspected every three (3) years per MCL 324.30722(1). An inspection report must be provided to the MDNR/MDEQ. If the inspection performed under MCL 324.30722(1) discloses the necessity for maintenance or repair, the delegated authority may spend up to \$10,000 annually. If an amount exceeding \$10,000 annually is required, the county board of commissioners must pass a resolution to that effect. The following outlines the recommended steps to maintain and repair the control structure for Murphy Lake in compliance with Part 307.

1. Obtain County Resolution to Exceed annual \$10,000 expenditure limitation and hold a hearing on the computation of costs and special assessment roll. MCL 324.30722(4). The Resolution does not require a petition by property owners and does not require any action in Circuit Court if the lake level is not being revised, and if the boundaries of the special assessment district is not being amended.
2. Complete engineering and obtain permits.
3. Pre-Bid Meeting; Bid Opening.
4. Develop Computation of Costs and Special Assessment Roll.
5. Hold a Special Assessment Roll hearing. MCL 324.30711(2).
 - a. Includes review of computation of costs. MCL 324.30712.
 - b. Includes review of special assessment roll. MCL 324.30714(1).
6. At or after the hearing, the delegated authority may approve or revise the roll. MCL 324.30714(3).
7. The County Board must approve the special assessment roll by resolution before construction. MCL 324.30714(3).
8. The roll will be final unless appealed within 15 days of the County Board's resolution. MCL 324.30714(4). The special assessments will be on the Winter Taxes.
9. Proceed with construction activities after financing is in place.

Dam Inspection – May 11th, 2017

Cracks: Upstream & downstream headwalls, and on the upstream face near the south overflow pipe.

Spalling and deterioration: Headwalls at the toe near the 48in outlet pipe. Signs of seepage visible.

Dam Inspection – May 29th, 2014

Cracks: Upstream & downstream headwalls have minor cracks.

Spalling and deterioration: Headwalls at the toe near the 48in outlet pipe. Signs of seepage visible.

Dam Inspection – May 5th, 2011

Cracks: Upstream & downstream headwalls have minor cracks.

Spalling and deterioration: Headwalls at the toe near the 48in outlet pipe. Signs of seepage visible.

Dam Inspection – May 6th, 2008

Cracks, spalling and tree removal

Dam Inspection – May 9th, 2005

Scouring: Plunge pool on the downstream side of the dam.

Dam Inspection – Aug. 27th, 1993

Cracks: Downstream headwall.

Outlet Pipe (48" CMP): Bituminous coating has worn off along water line especially at inlet and outlet. This appears to be the case for the zinc coating as well (*due to rust and pitting of steel at waterline*)

Scouring: Local scour along S. edge of spillway.

Wave Action Protection: Minor erosion of grass covered berm near upstream headwall.

Other: Water leaking in wood stop planks.

Dam Inspection – Dec. 6th, 1990

Cracks: Downstream headwall.

Outlet Pipe (48" CMP): Bituminous coating has worn off along water line especially at inlet and outlet. This appears to be the case for the zinc coating as well (*due to rust and pitting of steel at waterline*)

Scouring: Local scour along S. edge of spillway.

Other: Water leaking in wood stop planks.

Dam Inspection – Aug. 13th, 1987

Cracks: Downstream headwall.

Outlet Pipe (48" CMP): Bituminous coating has worn off along water line especially at inlet and outlet. This appears to be the case for the zinc coating as well (*due to rust and pitting of steel at waterline*)

Erosion: 2' x 2' hole in concrete spillway.

Other: Water leaking in wood stop planks.

Dam Inspection – Aug. 7th, 1981

Cracks: Upstream headwall are cracked and dislocated (*very poor condition*).

Wave Action Protection: Upstream headwall area badly undermined.

Dam Inspection – July 28th, 1977

Seepage: Slight at junction of weir and box.

Dam Inspection – Sept. 10th, 1974

Rusting: 50" x 31" C.M.P arch culverts extending through the dam on each side of the 48" culvert is rusted at springline.

Dam Inspection – Sept. 14th, 1971

Recommended work done as per letter dated March 24th, 1970.

Letter 3/24/1970: One of the 1in rods has been broken loose from the weir plate. Repair was suggested by rewelding same to the angle iron on the weir plate.

Letter 10/29/1962: Concrete collar was poured around the corrugated metal pipe arch at the southwest wingwall as it was being rusted away.

Summary of repairs of Murphy Dam:

Information found in Job Number 9751300 Red Rope file: TUSCO 0004; 2-files

The main culvert was installed by Tietz Contracting in 1962.

In 1974 Clifford Spicer recommended the corrugated metal arch pipes be coated up to the spring line with concrete, because of corrosion.

The interior inverts (bottoms) of the corrugated metal arch pipes were corroded and were finally coated with concrete in 1983 as part of a \$53,082.00 repair project.

In 1997 the TCDC (Sarah Pistro) asked to have the dam looked at and recommend repairs. This was done in October by Mark Latsch, P.E., Structural Engineer at Spicer Group, see attached letter and sketch of proposed repairs.

In review of the file a permit from the MDEQ issued on November 7, 1997 was obtained and here is the permitted activity from that permit:

To construct a temporary earthen coffer dam to control water levels and to repair the Murphy Lake Dam. The dam repairs include; power washing the inside of the existing 48-inch corrugated metal discharge pipe, coating the pipe with coal tar epoxy, removing an existing bagged rip-rap headwall, constructing a new concrete headwall, stabilizing the embankment, repairing the concrete spillway, excavating to inspect the top of the pipe and backfilling with sand pursuant to the attached plans.

The contractor (Tietz) dug down to the existing 48-inch cmp as per the permit and just coated the pipe, after doing the power wash to remove the corroded metal. The new concrete spillway was placed for the discharge from the 48-inch. This concrete apron addressed the undermining of this outfall.

Even though it was recommended to replace the 1962 CMP, it was never done. At that time it was proposed to replace with concrete or plastic. But not done.

What we have found is that:

1. The 48-inch CMP has never been replaced, just repaired (coated) in place. See photos. It is now 56 years old.
2. The 48-inch is backfilled with sand compacted to 95% compaction
3. The two overflow CMPA are NOT encased in concrete. They are bedded in the existing sand and gravel, as shown on the plan view
4. . They have had concrete placed up to the spring line to slow down the corrosion
5. The headwall on the downstream portion of the dam has been replaced with a new headwall as the old one was failing.

October 27, 1997

Sarah Pistro
Tuscola County Drain Commissioner
440 North State Street
Caro, MI 48723

RE: Murphy Lake Dam Repairs
Tuscola County

Sarah:

At your request we have provided assistance in defining the scope of the repairs to the Dam as noted in the previous inspection reports. A sketch of the workscope areas is attached as well a copy of a proposal from a contractor to perform the repairs. Below is a brief discussion of the repairs and the uniqueness of the project.

The attached sketch identifies 14 items to be repaired. All of the items noted on the summary sketch are straight forward except for addressing the main 48 cmp spillway rusted invert. This main culvert was installed in 1962 by Tietz Contracting between two abutments from a previous hydraulic structure. The inverts of the two overflow culverts were also rusted and lined with concrete as part of the 1983 repair project. Below is a listing of some of the issues to be addressed in deciding on a repair/replacement option for the 48" main culvert:

1. Minimize the impact to the flows and ability to pass the flood flows
2. A short construction duration is necessary due to maintaining traffic and water control
3. There is only 6 feet between the existing abutments where the existing culvert is placed
4. Water needs to be diverted to the overflow culverts during construction
5. A 3" dip in the existing culvert
6. Unknown items that may be uncovered during construction
7. Rusting of the metal (probably due to the high velocities and acid content of the water)

Two options were considered, lining and replacement. MDEQ assisted in evaluating the lining option. Based on their analysis the liner would cause an additional 0.7 feet of backwater which is not considered acceptable. The option to replace the pipe with another 48" pipe is therefore recommended in lieu of lining.

Pipe material options (due to the rusting problem) include concrete and smooth wall plastic. Due to the short construction duration and the potential for future movement, the plastic pipe with only one joint is recommended.

The constructability issues for replacing the pipe have been discussed at the site with Tietz Contracting. They are very familiar with the dam and seem to understand the specifics needed to perform the replacement. They have several good ideas to control water, minimize construction duration and maintain traffic.

Sarah Pistro
October 27, 1997
Page 2

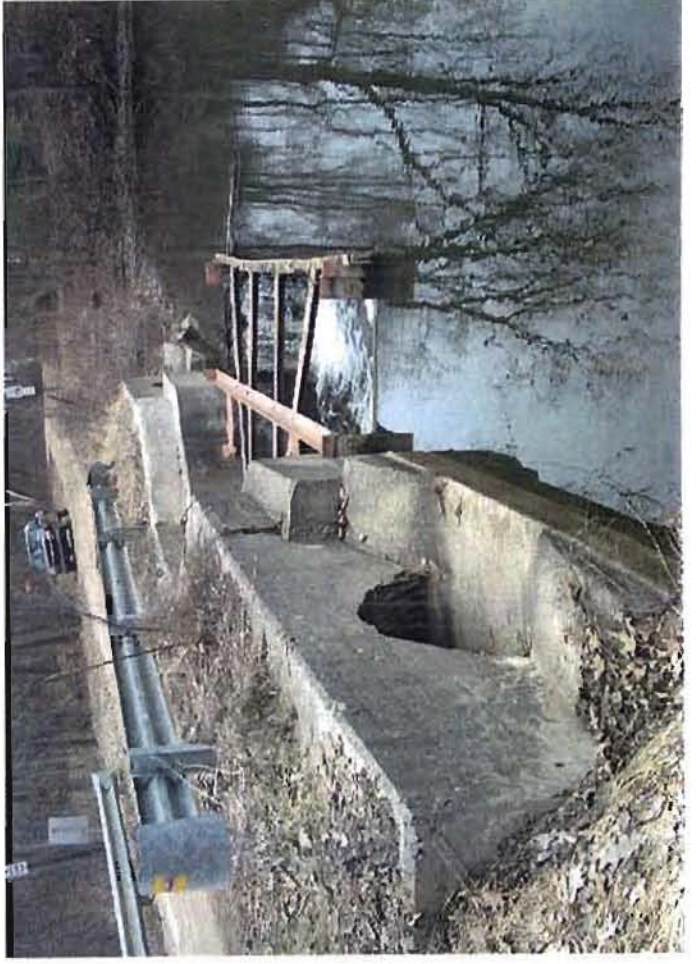
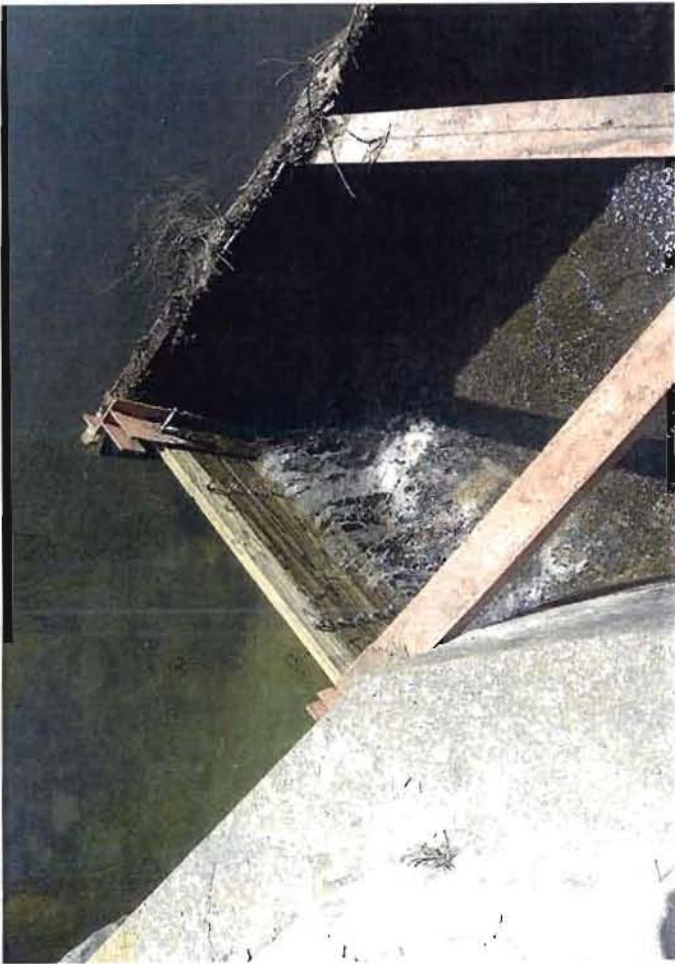
Upon meeting with Tietz Contracting at the site, we requested a proposal from them to perform all the repairs. We have received the proposal and reviewed each item (a copy of the proposal is attached). Based on our review of the items of work as compared to previous projects we have done in Tuscola County we feel the proposal of \$17,857.68 is reasonable. Our rough engineers estimate was around \$20,000 prior to requesting the proposal. Based on the prior work at the dam by Tietz Contracting and the proposal appears reasonable, we recommend that Tietz Contracting be retained to do the noted repair work at the dam. We also recommend that they have bonding and insurance.

If you have any question, please call.

Sincerely,

SPICER ENGINEERING COMPANY

Mark A. Latsch, P.E.
Project Manager





mhoagland@tuscolacounty.org

Subject: FW: 2019 Renewal

Insurance renewal information below.

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

From: Timothy J. McClorey, [mailto:tmcclorey@mmrma.org]
Sent: Friday, March 22, 2019 8:47 AM
To: mhoagland@tuscolacounty.org, Shelly Lutz <lutzs@tuscolacounty.org>; Clayette Zechmeister <zclay@tuscolacounty.org>
Subject: FW: 2019 Renewal

Mike,

Thank you and your team for taking the time to meet with me yesterday to discuss the renewal of your Property and Liability Coverage with the Michigan Municipal Risk Management Authority.

In 2018 Tuscola County continued to do a good job of taking advantage of the Risk Avoidance Program with two grants, one for AED at the Jail and the other for body worn cameras totaling \$2,298. That brings the grant total to \$91,015 since the County joined the MMRMA. There are many other grants and opportunities available for other departments. I continue to encourage those other department heads to review and apply for the many grants available to you as a member of MMRMA. If they haven't yet done so, have them log on to www.mmrma.org and request a login in the Members Only section. Within a day or two of their request, they will then get a login that gives them access to the many resources available on the MMRMA website, including our grant program.

The MMRMA Board of Directors also declared a Net Asset Distribution (NAD) of \$28,000,000 this year bringing the total amount of Net Assets returned to MMRMA Members to \$307,000,000 since 2006. Your portion of this year's NAD has not yet been determined. I should know that information closer to the beginning of May. Once I get that information I will forward it to you. So far, Tuscola County has received a total of \$493,233 in funds returned. Congratulations.

This year your renewal contribution is up from last year by \$14,785 or 6% (Total Contribution: 2018 was \$229,444 and the 2019 renewal is \$244,229). There were various reasons for the increase in contribution. It was mostly due to a combination of the addition of 5 vehicles and an increase of 2 additional full time and 1 part time deputies.

Again, thank you and your staff for your time and hard work in putting together all the information for the 2018 renewal

If you have any questions or concerns, please call or email me.

Thank you for your business.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Tuscola County

Paid RAP Grant Awards

2005	Jail Digital Recorder	\$ 5,000
2006	In Car Cameras	\$ 7,500
2007	In Car Cameras	\$ 2,500
2008	In Car Cameras	\$ 11,000
2009	Weather Warning Radios	\$ 600
2009	Jail AED & Training	\$ 1,500
2009	Digital Cameras & Security	\$ 5,000
2009	Livescan Fingerprinting	\$ 1,263
2010	Bumper Guards	\$ 658
2010	Michigan Mobile Ranges	\$ 600
2010	Tasers	\$ 400
2010	Digital Cameras & Security	\$ 1,500
2011	Bumper Guards	\$ 440
2011	Tasers	\$ 400
2011	In Car Cameras	\$ 1,430
2011	Taser Training Suit	\$ 212
2012	Bumper Guards	\$ 450
2012	Sliding Fence Gate	\$ 1,800
2012	Mobile Range Training	\$ 750
2013	Digital Cameras & Security	\$ 27,707
2013	Metal Detector at Courthouse	\$ 1,787
2013	In Car Cameras	\$ 1,008
2013	Tasers	\$ 400
2014	AED	\$ 650
2014	In Car Cameras	\$ 1,003
2015	Tasers	\$ 3,600
2015	Nova RACC Vest	\$ 800
2015	Bumper Guards	\$ 750
2015	In Car Cameras	\$ 1,027
2016	Body Worn Cameras	\$ 3,591
2016	In Car Cameras	\$ 601
2016	Prisoner Partition	\$ 869
2016	Bumper Guards	\$ 594
2017	Bumper Guards	\$ 327
2017	Tasers	\$ 1,000
2018	AED for Jail	\$ 1,300
2018	Body Worn Cameras	\$ 998

Total Paid RAP Grants

\$ 91,015



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

Tuscola County

Net Asset Distribution History

2006 Distribution	\$ 1,780
2007 Distribution	\$ 6,168
2008 Distribution	\$ 22,488
2010 Distribution	\$ 18,073
2011 Distribution	\$ 48,158
2012 Distribution	\$ 69,969
2013 Distribution	\$ 23,880
2014 Distribution	\$ 61,354
2015 Distribution	\$ 79,500
2016 Distribution	\$ 35,885
2017 Distribution	\$ 30,242
2018 Distribution	\$ 95,735
2019 Distribution	TBD
Total	\$493,233

Michigan Municipal Risk Management Authority (MMRMA)

	March 24, 2018 - March 24, 2019		March 24, 2019 - March 24, 2020		Difference	
Automotive Liability & Vehicle Physical Damage		34,327	Automotive Liability & Vehicle Physical Damage	38,876	4,549	
16 Private Passenger	8,783		15 Private Passenger	8,606		
20 Police	11,679		23 Police	14,372		
32 Service Trucks	13,865		35 Service Trucks	15,898		
Police Professional Liability		78,886	Police Professional Liability	84,462	5,576 (approx 594 increase per deputy)	
Public Officials Liability		33,808	Public Officials Liability	34,266	458	
All Other Liability		13,605	All Other Liability	15,558	1,953	
Property		38,422	Property	40,443	2,021	
Stop Loss		5,396	Stop Loss	5,624	228	
Contribution without Retention Fund Allocation	\$	<u>204,444</u>	Contribution without Retention Fund Allocation	\$	<u>219,229</u>	14,785
Retention Fund Allocation		25,000	Retention Fund Allocation		25,000	
Total Contribution with Retention Fund Allocation	\$	<u><u>229,444</u></u>	Total Contribution with Retention Fund Allocation	\$	<u><u>244,229</u></u>	
			Difference From last year		\$ 14,785	

**AMENDMENT NO. 1
TO
AMERICAN MESSAGING SERVICES ACCOUNT AGREEMENT**

This Amendment modifies the messaging services account agreement (the "Agreement") between American Messaging Services, LLC and Tuscola County ("Customer") made and entered into on or around the 24th day of March, 2016 ("Effective Date"). The parties to this Amendment hereby agree to amend and modify the Agreement and Addendum 1 as follows:

1. The term of the Agreement is hereby extended until March 31, 2020.
2. Contracted Units in Service as listed on Attachment 1 will be revised to 509.
3. All other terms and conditions of the Agreement shall remain as set forth therein unless modified by written document signed by both parties.

The parties have signed this Amendment below on the ____ day of ____ in the year 2019 to signify their agreement to be bound by the terms of this Amendment:

"Customer"

Tuscola County

"Vendor"

American Messaging Services LLC

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT



This Account Agreement ("Agreement") is made and entered into as of the date of execution by Customer ("Effective Date") by and between American Messaging Services, LLC with its headquarters located at Lewisville OPS Center, 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057 ("Carrier") and Tuscota County, with a billing address located at 1303 Cleaver Road, Caro, MI 48723 ("Customer").

1. **Services to be Performed by Carrier:** Carrier and/or its affiliates shall provide services and may provide equipment to Customer subject to the terms and conditions of this Agreement and Attachment 1, and all applicable federal, state and local laws, rules and regulations.
2. **Term:** The term of this Agreement shall begin on the Effective Date and continue for a period of two (2) years unless earlier terminated pursuant to the terms of this Agreement ("Term").
3. **Pricing:** Equipment and services provided under this Agreement shall be provided in accordance with the Pricing set forth on this Agreement and Paging plans. Carrier reserves the right to increase pricing equal to the consumer price index of the preceding year, one time per Calendar year, without notice. Optional offerings may be referenced in this agreement and/or may be offered to Customer and all such offerings shall be governed by this Agreement and by the terms provided to customer that are associated with such offerings. The optional offerings include but are not limited to: Pager Replacement Program, Automatic Payment Plan, Pager Exchange Program, and Employee Pager Program.
4. **Billing and Payments:** Customer will be billed on a monthly basis or according to Customer's Billing Cycle, and Customer's bill will reflect the rates in effect under the applicable price plan at the time charges are incurred, plus any other charges that apply. Any unused call/packet counts from one month may not be transferred to another. Call/packet counts may not be aggregated as between wireless devices on the same account. Payment is due fifteen (15) days from the date of invoice. Customer waives any billing errors if Customer does not notify Carrier of such errors within sixty (60) days from date of the invoice containing such error. If Customer defaults, Carrier may: (a) require Customer to return all Carrier owned equipment to Carrier, and/or (b) be entitled to a judgment against Customer. A LATE FEE PAYMENT OF THE GREATER OF UP TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (18 PERCENT ANNUALLY) OR ONE DOLLAR AND 50 CENTS (\$1.50) PER ACCOUNT APPLIES TO BALANCES THAT REMAIN UNPAID. HOWEVER, IF THIS LATE FEE EXCEEDS THAT ALLOWED BY APPLICABLE LAW, THEN THE MAXIMUM FEE ALLOWED BY LAW SHALL APPLY (In California, Customer will be charged at 1.5%). Customer shall pay all reasonable costs of collection, including payment of attorneys' fees and court costs. These remedies shall be cumulative and in addition to any other remedies Carrier has at law or in equity. If service is interrupted due to non-payment, and Carrier reactivates Customer account, Customer will be required to pay a reconnection fee.
5. **Wireless Equipment:** Customer bears the risk of loss or damage to wireless equipment, whether leased or purchased, once received. If Customer has purchased the equipment the same shall be deemed accepted within fifteen (15) days of receipt or when the equipment is activated and provided with service, whichever occurs earlier. Acceptance of the equipment shall be deemed a complete discharge of Carrier's obligations as it concerns the purchased equipment. However, Customer shall have thirty (30) days from the date the equipment is received to discover alleged defects in such equipment and to return the equipment to Carrier for a replacement of similar type. Leased equipment remains the property of Carrier. If this Agreement is terminated, Customer will return all leased wireless equipment and accessories provided under this Agreement in reasonably good condition or reimburse Carrier at current retail rates for similar equipment and/or accessories. Lease charges will continue to accrue until all wireless equipment is returned or paid for by Customer.
6. **Relationship of the Parties:** Both parties agree and understand that the services performed under this Agreement are performed by Carrier as an independent contractor and not as an employee of the Customer.
7. **Limitation of Liability:** Carrier shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the services, the wireless equipment or related equipment, or for any defect in the services or equipment. Furthermore, Carrier shall not be liable for the installation, repair or maintenance of the services or equipment by any parties who are not employees of Carrier, or subcontractors of Carrier. Carrier's performance hereunder shall be excused if affected by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond Carrier's reasonable control. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CARRIER BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF THE USE OR ATTEMPTED USE OF EMERGENCY SERVICES, NOR SHALL CARRIER BE LIABLE FOR THE INABILITY TO ACCESS EMERGENCY SERVICE.**
8. **INFORMATION REGARDING WARRANTIES:** Carrier agrees to assign to Customer any of the manufacturers' consumer warranties received by Carrier and intended for the end user with respect to the wireless equipment. **CUSTOMER**

AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT

ACKNOWLEDGES THAT CARRIER IS NOT THE MANUFACTURER OF THE WIRELESS EQUIPMENT AND CUSTOMER AGREES THAT CARRIER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE WIRELESS EQUIPMENT. WITH RESPECT TO CARRIER, CUSTOMER PURCHASES OR LEASES THE WIRELESS EQUIPMENT "AS IS". CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE WIRELESS EQUIPMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE WIRELESS EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS DIRECTLY CAUSED BY CARRIER'S WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT DISSATISFACTION WITH THE WIRELESS EQUIPMENT WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. NOT WITHSTANDING THE ABOVE, CUSTOMER MAY RETURN THE EQUIPMENT PER THE TERMS OF SECTION 5 HEREIN.

9. **Intellectual Property:** Carrier shall have no liability for violation of any patent, copyright, trademark or trade secret or for violation of any license or franchise arising out of or resulting from (a) the use of the services or wireless equipment in combination with any other product or service not supplied by Carrier, or (b) modification of the services or wireless equipment by, or on behalf of, Customer.
10. **Indemnity:** Each party agrees to be responsible for any personal injury or property damage caused by negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
11. **Confidential Information:** Customer shall hold in strictest confidence information provided to it by Carrier that is marked confidential or proprietary ("Confidential Information") for the Term of this Agreement and for a period of two years following the expiration or termination of this Agreement. Customer acknowledges that Carrier would suffer irreparable damage in the event of any material breach of these provisions. Accordingly, in such event, Carrier would be entitled to obtain preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity as the result of a breach or threatened breach of this section.
12. **Termination:** Customer has the option to terminate this agreement during the first 30 days of service without penalty. A non-breaching party may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement and fails to cure such breach within a thirty (30) day period after receiving notice of such breach. Except as provided above, if Customer has less than ten (10) wireless devices in service and terminates service to any wireless devices within the Term of this Agreement or Carrier terminates Customer's service for good cause, then Customer shall pay \$75.00 per unit to Carrier for each such termination as an early termination fee. If Customer has ten (10) or more wireless devices in service and at any time terminates service on twenty (20) percent of the contracted units in service, then Customer shall pay Carrier the monthly fee for each terminated device multiplied times the number of months remaining in the Term of this Agreement. Furthermore, if Carrier determines that Customer is misusing the equipment or service in a manner that negatively impacts Carrier's network, then Carrier may terminate and/or suspend service without notice to Customer.
13. **Availability of Service:** Messaging and paging services use radio transmissions, so Carrier cannot provide service when Customer's wireless equipment is not in range of one of our transmission sites, or a transmission site of another company that has agreed to carry Carrier's service, or if there is not sufficient network capacity available at the moment. Also, there are places, particularly in remote areas, with no service at all. Weather, topography, buildings, Customer's wireless equipment, and other conditions Carrier does not control may also cause missed pages or other problems.
14. **Response Procedure:** If service is unavailable in Carrier's service area for more than twenty-four (24) continuous hours due to Carrier's fault, Carrier will give Customer a pro rata daily credit for the period Customer is without service. To receive such credit, Customer must notify Carrier in writing within thirty (30) days after the first bill is received for the period during which the interruption started.
15. **Assignment:** Neither Party may assign this Agreement, except in the case of a merger or sale of all or substantially all its assets, without the prior written consent of the other party, which shall not be unreasonably withheld. Subject to these restrictions, this Agreement shall apply to, inure to the benefit of, and be binding upon the successors and assignees of the respective parties.
16. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by (a) registered or certified mail, postage prepaid, in any Post Office in the United States; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT

If to Carrier:
Contract Support Group
American Messaging Services, LLC.
1720 Lakepointe Drive, Suite 100
Lewisville, TX 75057

If to Customer:
To the billing address of record maintained by
Carrier.

17. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held by a court of competent jurisdiction or by a duly appointed arbitrator to be invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of its invalidity or unenforceability, and the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect.
18. **Wireless Number And/Or Internet Address:** Carrier will assign one wireless telephone number (also referred to as an "access number", "pager number", or "wireless number"), cap code and/or internet address, if applicable, to each unit in service. Customer agrees that it does not have any property right or ownership in the wireless number, cap code or internet address or in the personal identification number ("PIN(s)") the Customer or Carrier may establish. Carrier may change the Customer's wireless number if Carrier determines it is necessary to comply with regulatory and/or commercial requirements; however, Carrier shall not arbitrarily change Customer's wireless number and in the event of change Carrier shall specifically advise Customer of the reason for such change.
19. **Charges:**
- 1.1. **Charges:** Customer is required to pay a monthly service charge, and charges for shipping of equipment, messages, packets and/or pages over the monthly limit, and charges for network administration, activation, suspension, reconnection, termination and exchanges, if applicable, as well as fees related to optional offerings referenced in Section 3 above, and Carrier's regulatory and/or governmental costs.
- 1.2. **Tax:** If any federal, state or local government tax, fee, duty, or surcharge (collectively referred to as a "Tax") is required by applicable law to be collected from Customer by Carrier, then (a) Carrier shall bill Customer for such Tax, (b) Customer shall timely remit such Tax to Carrier, and (c) Carrier shall, where applicable, remit such collected Tax to the appropriate taxing authority. If Carrier does not collect a Tax because Customer has provided Carrier with evidence of exemption, and if such as an exemption is later determined to be inadequate, then, as between Carrier and Customer, Customer shall be liable for such uncollected Tax and for all interest, penalties and additions to Tax which are determined to be due with respect to such uncollected Tax.
20. **Authority:** The parties hereby represent that they have full power and authority to enter into and perform this Agreement and know of no contracts, agreements, promises or undertakings that would prevent the full execution and performance of this Agreement.
21. **Reservation of Rights:** Either party's waiver of any of its remedies for a breach by the other party shall not operate to waive any other remedies available to it, nor shall such waiver operate to waive rights to any remedies for a future breach, whether of a like or different character.
22. **Dispute Resolution And Mandatory Arbitration:** INSTEAD OF SUING IN COURT, BOTH PARTIES AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:
- 1.3. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH CARRIER OR ANY OF ITS AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF CUSTOMER'S LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, CUSTOMER MAY ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOES NOT CHANGE CUSTOMER'S SUBSTANTIVE RIGHTS, JUST THE POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, CUSTOMER CAN STILL BRING ANY ISSUES CUSTOMER MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST CARRIER ON CUSTOMER'S BEHALF.

AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT

- 1.4. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS BETWEEN \$2,500 AND \$10,000, THE AAA'S ARBITRATION RULES FOR THE RESOLUTION OF CONSUMER-RELATED DISPUTES (THE "CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY. FOR CLAIMS UNDER \$2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH PARTY TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE (3) NEW ARBITRATORS.
- 1.5. CUSTOMER CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA (www.adr.org), THE BBB (www.bbb.org) OR FROM CARRIER. IF CUSTOMER CANNOT PAY THE REQUIRED ARBITRATION FEES, IF ANY, THERE ARE FEE WAIVER PROGRAMS. EVEN IF CUSTOMER DOES NOT QUALIFY FOR A FEE WAIVER, CARRIER WILL PAY ALL BUT \$100 OF ANY COMBINED FEES CUSTOMER WOULD BE REQUIRED TO PAY FOR FILING AND A FIRST DAY OF ARBITRATION IF CUSTOMER COMPLETES CARRIER'S MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOES NOT DECIDE THEIR ISSUES. IN CARRIER'S MEDIATION PROGRAM, CARRIER WILL ASSIGN SOMEONE (WHO MAY BE FROM CARRIER'S COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. COMPLETING THE MEDIATION PROGRAM MEANS PARTICIPATING IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION. CUSTOMER CAN CONTACT CARRIER AT www.Americanmessaging.net OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.
- 1.6. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. **IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO.** ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
- 1.7. **IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, EACH PARTY WAIVES ANY TRIAL BY JURY.**
23. **Entire Agreement:** This Agreement, together with the Attachment I and the Renewal Form, if applicable, contains the full and complete understanding between the parties, supersedes all prior agreements and understandings, whether written or oral pertaining to the services and cannot be modified except by a written instrument signed by both parties.
24. **Governing Law:** Except as provided below, this Agreement shall be governed by the laws of the State of Delaware regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Disputes requiring arbitration shall be resolved in the State of Delaware. If you are a resident of California, or receive service in California, then California law shall govern this Agreement and disputes shall be resolved in California.
25. **Execution of Agreement:** This Agreement may be executed in several counterparts, a copy of which shall be considered an original for all purposes whatsoever.
26. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of signature by Customer.

CUSTOMER:
Tuscola County

CARRIER:
American Messaging Services, LLC

4 of 7

Contract for Tuscola County - Z1-400353

Rev 04/06



AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT

By: _____
Name: THOMAS BASWELL
Its Authorized Representative
Title: CHAIR - Board of Commissioners
Dated: 3/24/16
("Effective Date")

By: Dave Anderson
Name: Dave Anderson
Its Authorized Representative
Title: President & COO
Dated: 4/8/16

Attachment 1
PRICING for Tuscola County

AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT

This is Attachment number 1 to the American Messaging Services, LLC Agreement and it is incorporated into and made part of that Agreement. The pricing set forth below is applicable during the initial term of the Agreement and any subsequent terms unless the parties agree to change or modify such pricing.

ALPHA ONE-WAY PRICING

ALPHA	Service	Access Fee (Includes Lease Fee)	Page Allowance** (Per Month)	Charge per page over Allowance
	Local*	\$ 7.00 per month	Unlimited	N/A

*Local service includes one or more Metropolitan Statistical Areas (MSAs). **Two hundred forty (240) character limit per page.

EMERGENCY ALERTING

RAVENAlert	Service	Access Fee (Includes Lease Fee)	Packet Allowance (Per Month)	Charge per packet over Allowance
	Local	\$18.95 per month	Unlimited	N/A

Third Party Carrier Pricing

In certain instances, American Messaging may utilize third party carriers to provide paging services. The pricing contained herein is based on services provided directly by American Messaging. If we determine that the use of a third-party carrier is necessary, our customer's associated service costs will be negotiated separately.

ENHANCED SERVICE OPTIONS

Group Calls	No Charge
Standard Greeting	No Charge
Page Copy	\$ 2.50 per address per month
IntelliMessage (Desktop and/or Mobile)	No Charge w/active pager
IntelliMessage - Stand Alone (Desktop and/or Mobile)	\$ 7.00 per month

ACTIVATION INFORMATION

Contracted Units in Service	518
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SHIPPING CHARGES AND MISC. CHARGES

SHIPPING CHARGES

American Messaging Services, LLC provides automated order fulfillment. By contacting Major Account Customer Service, a representative can initiate the shipping order and prioritize it to meet Tuscola County's needs for the pager(s) to arrive at the location and by the time specified by Tuscola County. American Messaging Services, LLC will pass onto Tuscola County any charges that are incurred for shipping and handling.

TAXES AND FEES

Prices do not include state and local sales tax, and other applicable taxes, fees, charges, or pass through assessments.

AMERICAN MESSAGING'S EXPLANATION OF USF FEES

*The Telecommunications Act of 1996 requires American Messaging Services, LLC to support the Federal Universal Service Fund. American Messaging will separately list the Federal Universal Service Charge (FUSC) and Regulatory Charge (RC) on our customer's bill. All accounts will be assessed a monthly charge. The actual amount of the FUSC charge may vary monthly. The Regulatory Charge is \$0.08 per line per month as of June 1, 2014.

Some states have developed their own Universal Service programs and the USF rate is determined by the individual state. American Messaging Services, LLC will provide more information regarding this State Universal Service Fund upon request from Tuscola County.

RESTOCKING FEE

AMERICAN MESSAGING SERVICES, LLC
CUSTOMER AGREEMENT

Pagers returned between the 46th and the 180th day will be charged a \$10.00 restocking fee. (No line item will appear on the invoice for the restocking fee, the credit issued will be \$10.00 less that what was charged for the equipment.) Pagers returned after the 180th day will not receive an equipment credit. Lost pagers will follow the same process. If returned prior to the 45th day, a full credit will be issued.

INVOICE FEE

Customers will be charged an invoice fee of \$4.95. The fee will appear on invoices for customers with 1 to 99 UIS that are not paperless. By going paperless, they can avoid this fee.

NETWORK ADMINISTRATION FEE

Customers will be charged a network administration fee of up to 9.95% per account. The fee is applied to recurring charges including overcalls if applicable, and is not applied to the Universal Service Fund charges or taxes.

**PROPOSAL
FOR
2019 FURNISHING & PLACING
CRUSHED LIMESTONE AND CRUSHED GRAVEL
TUSCOLA COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

**1733 S. MERTZ RD.
CARO, MI 48723**

LETTING DATE - THURSDAY, MARCH 21, 2019

8:30 A.M.

CONTRACTOR: Burroughs North Materials, Wallace Stone Quarry

ADDRESS: 8785 Ribble Road

Bay Port, MI 48720

SIGN & PRINT: James Vaillancourt James Vaillancourt
Sales & Distribution Yard Manager

DATE: March 19, 2019

PHONE & FAX: P: (989) 667-4336 F: (989) 667-4339

EMAIL: jvaillancourt@edwclevy.net

STONE SOURCE: Wallace Stone Quarry, Bay Port, MI

STONE SPECIFICATION: 23A Crushed Limestone

COMPLETION DATE: Friday, October 11, 2019

Bids to be submitted in a plainly marked, sealed envelope. No faxed or emailed bids accepted.

Check, Bank Order, or Bid Bond Must be attached along with Signed Agreement.

my copy

TUSCOLA COUNTY ROAD COMMISSION
2019 LIMESTONE & GRAVEL TABULATION

CRUSHED LIMESTONE

LOW BIDDER

	Length	Tons	Unit	Burroughs		Unit	Wirt	Total	
				Unit	Total				
AKRON									
1. Thomas Elmwood to Cass City	1.00	1,500	\$ 16.45		\$24,675.00	No Bid			Burroughs
2. Carson Vassar to Rogers	1.00	1,500	\$ 16.40		\$24,600.00	No Bid			Burroughs
3. Randall Tobias to Clark	0.24	375	\$ 16.30		\$5,112.50	No Bid			Burroughs
4. Berger Forrest to W. Terminus	0.91	1,400	\$ 15.85		\$22,190.00	No Bid			Burroughs
5. Cramer Akron to Elmwood	1.00	1,500	\$ 16.30		\$24,450.00	No Bid			Burroughs
6. Kirk Cass City to Dickerson	1.00	1,500	\$ 16.40		\$24,600.00	No Bid			Burroughs
7. Kirk Elmwood to Cass City	1.00	1,500	\$ 16.50		\$24,750.00	No Bid			Burroughs
8. Tobias Elmwood to Randall	0.50	750	\$ 16.30		\$12,225.00	No Bid			Burroughs
9. McGregory Elmwood to Cass City	0.99	2,250	\$ 16.25		\$36,562.50	No Bid			Burroughs
10. Seelley M-81 to Cass City	0.82	2,100	\$ 16.40		\$34,440.00	No Bid			Burroughs
WISNES									
11. Gilmore Bradford to Overnicsee	0.96	1,400	\$ 16.85		\$23,590.00	No Bid			Burroughs
12. Cass City Bradleyville to Garner	1.02	1,500	\$ 16.55		\$24,825.00	No Bid			Burroughs
13. Stockpile At Akron Garage	--	800	\$ 15.35		\$12,280.00	\$	15.85	\$12,680.00	Burroughs
14. Stockpile At DNR Lot	--	800	\$ 14.50		\$11,600.00	\$	16.05	\$12,840.00	Burroughs
15. Oakhurst Subdivision Stockpile at Bradleyville/Elmwood	--	1,000	\$ 15.45		\$15,450.00	\$	15.70	\$15,700.00	Burroughs
TORC									
16. Akron Garage Stockpile	--	50	\$ 15.35		\$767.50	\$	15.85	\$792.50	Burroughs
17. Vassar Garage Stockpile	--	50	\$ 17.05		\$852.50	\$	15.85	\$792.50	Wirt
18. Caro Garage Stockpile	--	50	\$ 15.90		\$795.00	\$	15.55	\$832.50	Burroughs
ADDERLUM #1									
COLUMBIA									
19. Stockpile At Colling Elevator	--	1,500	\$ 15.05		\$22,575.00	\$	16.60	\$24,800.00	Burroughs
WISNES									
20. Bradford M-25 to Black	0.73	1,100	\$ 16.85		\$18,535.00	No Bid			Burroughs
21. Bradford Black to Dickerson	0.36	400	\$ 16.95		\$6,780.00	No Bid			Burroughs
22. Old State Black to Dickerson	1.68	2,500	\$ 17.05		\$42,625.00	No Bid			Burroughs
TORC									
23. Vanderbilt Park Access Drive	--	300	\$ 16.85		\$5,055.00	No Bid			Burroughs
Grand Total					\$420,635.00			\$68,557.50	

TUSCOLA COUNTY ROAD COMMISSION
TITLE IV COMPLIANCE
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Tuscola County Road Commission to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Tuscola County Road Commission shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs(1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issues pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Tuscola County Road Commission may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Tuscola County Road Commission to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

"The TUSCOLA COUNTY ROAD COMMISSION, in accordance with Title VI of the Civil Rights Act of 1964, 78-252, 42 U.S.C. 2000d-222d-4, the Civil Rights Act of 1987, P.L. 100-259, and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of Race, Color, Sex, Age, National Origin, or Handicap in consideration for an award. For additional compliance information, please see Appendix A."

Your bid will not be accepted unless the enclosed agreement is signed and returned with your bid.

AGREEMENT

This agreement made this _____ day of _____, 20____
by and between the Board of Tuscola County Road Commissioners and _____
_____.

1. _____ hereby agrees to undertake the following work
in the status of an independent contractor performing the following job:

2. Said contractor, _____, shall at all times exercise extreme care and shall assume any and all liability for property damage or bodily injury resulting from the above operation by this employees, agents, assigns, sub-contractors and anyone else acting under his control or direction; and will indemnify, hold harmless and defend the Tuscola County Road Commission, its Commissioners or employees from any and all claims for property damage or bodily injury arising out of this Agreement.

3. Said contractor, _____, while engaged in said job shall maintain and furnish certificates of insurance, naming the Tuscola County Road Commission and Commissioners as an additional insured under the policy, with policy limits of \$500,000/\$1,000,000 for property damage and bodily injury, and shall furnish the Tuscola County Road Commission copies of said certificates of insurance prior to commencing any work on said project. Additionally, said contractor, _____, shall furnish prior to start of said job with the Board of Tuscola County Road Commissioners, a policy of insurance certifying he carries and has in effect worker's compensation insurance on all those required to be covered under Michigan law.

4. The address of the Board of Tuscola County Road Commissioners is 1733 S. Mertz Rd., Caro, MI 48723.

Witnessed:

Board of Tuscola County Road Commissioners

Contractor

TUSCOLA COUNTY
ROAD COMMISSION
"AN EQUAL OPPORTUNITY EMPLOYER"

SPECIFICATIONS & PROPOSAL
FOR
FURNISHING & PLACING
CRUSHED LIMESTONE
Page 2 of 4

The Contractor has examined the proposal, specifications and the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

DESCRIPTION:

The undersigned hereby proposes to furnish all material, labor and equipment necessary to complete the work specified within, for the bid prices listed. All work shall be in strict accordance with the requirements of section 306 of the Michigan Department of Transportation, 2012 Standard Specifications for Construction, and as specified herein.

CONSTRUCTION:

- a) Completion Date: All projects listed shall be completed on or before October 11, 2019. A penalty of \$100 per day, per project, begins October 12, 2019.
- b) Materials: The bidder shall list the specification of the material being bid and the source of the material by specific location. Prior to payment, the supplier will supply a sieve analysis and certification to the Engineer for the material used. It is further understood that: "Stone" is a crushed limestone not exceeding the gradation of the ¾" (sieve). Crushed gravel shall meet MDOT Specifications for 23A granular material.
- c) Preparation of Road Bed: The existing roadbed will be graded by the Road Commission prior to material placement. A minimum of 2 days notice shall be given by the Contactor prior to commencing hauling.
- d) Thickness of Aggregate: The aggregate shall be spread the length of the project to generally result in a uniform thickness throughout. The Road Commission may require additional material in certain areas upon inspection.
- e) Final Shaping: The aggregate shall be finely shaped resulting in a 3 to 6 inch crown, by the Contractor.
- f) All gravel driveway approaches shall be tapered a minimum of 10' from the edge of roadway back toward the right of way with the proposed material. This will not be paid for separately, but will be considered included in the unit price bid.
- g) Stockpile locations: The Road Commission will supply a loader to push up a pile, as needed.

MAINTAINING TRAFFIC:

The project will be open to traffic during the life of the project. Signing will be in accordance with the Michigan Manual on Uniform Traffic Control Devices. All work, materials, and equipment used in maintaining traffic are to be included in the bid price.

PAYMENT:

Payment will be made once an invoice is received, listing each project separately with approved tickets. Township Supervisors will approve work prior to payment.

LIABILITY:

The contractor shall at all times exercise extreme care and shall assume all liability for any damages resulting from his operation and shall hold the Tuscola County Road Commission harmless from any such claims or damages. The successful bidder must also furnish certificates or policies giving satisfactory evidence of insurance coverage. The contractor shall, prior to the start of work, file with the Tuscola County Road Commission a certificate that he carries Workmen's Compensation Insurance. The attached certificate of insurance is required for the successful bidder or bidders.

BID DEPOSIT:

A cashier's check, certified check, bank money order, or bid bond made out to Tuscola County Road Commission in an amount equal to at least 5% of the bid must accompany this proposal. The bid deposit will be returned after sufficient work has been completed.

BID PRICES:

Unit prices will prevail. The unit price per ton includes all charges.

CRUSHED LIMESTONE

<u>Location</u>	<u>Miles</u>	<u>Twp.</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Thomas Road, Elmwood to Cass City	1.00	Akron		
a. 1,500 Tons Cr. Limestone			_____	_____
2. Carson Rd., Vassar to Rogers	1.00	Akron		
a. 1,500 Tons Cr. Limestone			_____	_____

<u>Location</u>	<u>Miles</u>	<u>Twp.</u>	<u>Unit Price</u>	<u>Total Price</u>
3. Randall Rd., Tobias to Clark	0.24	Akron		
a. 375 Ton Cr. Limestone			_____	_____
4. Berger Rd., Forrest to W. Terminus	0.91	Akron		
a. 1,400 Ton Cr. Limestone			_____	_____
5. Cramer Rd., Akron to Elmwood	1.00	Akron		
a. 1,500 Ton Cr. Limestone			_____	_____
6. Kirk Rd., Cass City to Dickerson	1.00	Akron		
a. 1,500 Ton Cr. Limestone			_____	_____
7. Kirk Rd., Elmwood to Cass City	1.00	Akron		
a. 1,500 Ton Cr. Limestone			_____	_____
8. Tobias Rd., Elmwood to Randall	0.50	Akron		
a. 750 Ton Cr. Limestone			_____	_____
9. McGregory Rd., Elmwood to Cass City	0.99	Elmwood		
a. 2,250 Ton Cr. Limestone			_____	_____
10. Seeley Rd., M-81 to Cass City	0.92	Elmwood		
a. 2,100 Ton Cr. Limestone			_____	_____
11. Gilmore Rd., Bradford to Quanicassee	0.96	Wisner		
a. 1,400 Ton Cr. Limestone			_____	_____
12. Cass City Rd., Bradleyville to Garner	1.02	Wisner		
a. 1,500 Ton Cr. Limestone			_____	_____
13. Stockpile, At Akron Garage	--	Wisner		
a. 800 Ton Cr. Limestone			_____	_____

<u>Location</u>	<u>Miles</u>	<u>Twp.</u>	<u>Unit Price</u>	<u>Total Price</u>
14. Stockpile., At DNR Lot	---	Wisner		
a. 800 Ton Cr. Limestone			_____	_____
15. Oakhurst Subdivision, Stockpile at Bradleyville/Elmwood	--	Wisner		
a. 1,000 Ton Cr. Limestone			_____	_____
16. Akron Garage	--	Akron		
a. 50 Ton Cr. Limestone*			_____	_____
17. Vassar Garage	--	Vassar		
a. 50 Ton Cr. Limestone*			_____	_____
18. Caro Garage	---	Indianfields		
a. 50 Ton Cr. Limestone*			_____	_____

*Additional loads may be requested throughout the season.

NON-COMPLIANCE WITH PROJECT SPECIFICATION PROVISIONS

Any variation from the specifications of the project herein without written approval from the Tuscola County Road Commission and/or its authorized representative may result in, at the discretion of the Road Commission, the voiding and/or canceling of the acceptance of any bid and/or contract, resulting from this project.

The Board reserves the right to accept or reject any or all proposals and to re-advertise or to accept the proposal, that in their opinion, is in the best interest of Tuscola County.



Wendy J. Goodreau
CLERK/REGISTER

Carrie Verbanac
DEPUTY

Kim Fedie
DEPUTY

**RESOLUTION SUPPORTING HB 4227
THE CREATION OF A "COMMITTEE ON MICHIGAN'S MINING FUTURE"**

WHEREAS, the mining industry is a vital economic contributor, not just for Upper Peninsula, but for the State of Michigan, and

WHEREAS, it is in the best interest of the Upper Peninsula counties and the State of Michigan to strengthen and develop sustainable mining practices for the future, and

WHEREAS, it is of vital importance to enhance the talent supply and demand needs of the Upper Peninsula through strategic focus on talent retention and attraction to build a strong workforce for mining in the Upper Peninsula, and

WHEREAS, it is the intention of House Bill 4227 to create a Committee on Michigan's Mining Future to ensure a comprehensive plan focused on ferrous, non-ferrous, and aggregate mining industry needs such as infrastructure, transportation, energy, applied research, environmental quality, government policies, taxation, rural development, mining legacy cleanup funds, and communications and public outreach, and

WHEREAS, the proposed committee would be comprised of fifteen members with governor-appointed representatives from diverse areas of industry, state departments, environmental groups, tribal members and labor groups to meet the challenges and take advantage of the opportunities for the future.

THEREFORE, BE IT RESOLVED, that the Baraga County Board of Commissioners supports House Bill 4227 in the interest of strengthening and developing the future of Michigan mining practices, and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to all counties in Michigan, the Upper Peninsula Commission for Area Progress (UPCAP), the Michigan Townships Association, the Michigan Association of Counties, Upper Peninsula legislators and Governor Whitmer.

STATE OF MICHIGAN)
) SS
COUNTY OF BARAGA)

I, WENDY J. GOODREAU, Clerk of the Baraga County Board of Commissioners and Clerk of the County of Baraga, do hereby certify that the above Resolution was duly adopted by the said Board on March 20, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Circuit Court at L'Anse, Michigan this 20th day of March 2019.


Wendy J. Goodreau, Clerk

BOARD OF COMMISSIONERS



Gale Eilola
DISTRICT 1

Michael Koskinen
DISTRICT 2

Dan Robillard
DISTRICT 3

William Menge
DISTRICT 4

William C. Rolof
DISTRICT 5

March 7, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, March 7, 2019 at 8:00 A.M.

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

Also Present: County Commissioner Thomas Young.

Motion by Parsell seconded by Weber that the minutes of the February 21, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$101,579.25 and bills in the amount of \$180,493.43 covered by vouchers #19-11, #19-12, #19-13, and #HRA-68 were presented and audited.

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

Brief Public Comment Segment:

- (1) Tuscola County Commissioner Thomas Young provided a report from the County Board of Commissioners.

At 8:15 A.M. the following bids were opened for 2019 Street Signs:

<u>Bidder</u>	<u>Item A Signs Total</u>	<u>Item B Delineator Buttons Total</u>	<u>Item C Blanks & Brackets Total</u>	<u>Item D Sign Posts Total</u>
Vulcan Signs	\$ 13,128.70	\$ 355.00	\$ 1,451.60	\$ partial bid
Osburn Associates, Inc.	18,015.50	297.50	1,510.00	partial bid
MD Solutions	no bid	375.00	1,666.10	23,081.10
Dornbos Sign, Inc.	13,344.50	412.50	1,976.00	29,132.50
Lightle Enterprises	17,704.60	200.00	1,680.60	30,584.90
Newman Signs	15,299.30	224.50	2,198.00	23,830.40

Motion by Kennard seconded by Weber that the bids for 2019 Street Signs be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

The Board reviewed and discussed Governor Whitmer's recently proposed 2020 Transportation Budget and Funding Plan.

At 8:30 A.M. the following bids were opened for 2019 Corrugated Metal Pipe:

<u>Bidder</u>	<u>Total Bid Items</u>
St. Regis Culvert, Inc.	\$ 25,805.78

Jensen Bridge Company	24,166.90
Cadillac Culvert, Inc.	25,191.60

Motion by Parsell seconded by Weber that the bids for 2019 Corrugated Metal Pipe be accepted, reviewed by Management, and tabled until the next regular meeting of the Board. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Kennard that the following Seasonal Weight Restrictions be put into effect on Monday, March 11, 2019 at 7:00 A.M.

1. When the axle spacing is 9 feet or over between the axles, the maximum axle load shall not exceed 18,000 lbs. for vehicles equipped with high pressure pneumatic or balloon tires.
2. When the axle spacing is less than 9 feet between two axles, but more than 3 ½ feet, the maximum axle load shall not exceed 13,000 lbs. for high pressure pneumatic or balloon tires.
3. When axles are spaced less than 3 ½ feet apart the maximum axle load shall not exceed 9,000 lbs. per axle.
4. The normal size of tires shall be rated size as published by the manufacturers and in no case shall the maximum wheel load of any steering axle exceed 700 pounds per inch of width of tire.
5. During the months of March, April and May in each year, the maximum axle load allowable on a normal load road, shall be reduced by 35% from the maximum axle loads as herein specified. The maximum wheel load shall not exceed 450 pounds per inch of tire width while the seasonal road restrictions are in effect.
6. The Tuscola County Road Commission with respect to highways under their jurisdiction, may suspend the restrictions imposed by the section (257.722) when and where in their discretion conditions of the highway so warrant, and may impose the restricted load requirements of this section on designated highways at any other time that the conditions of the highway may require.
7. No truck, tractor or tractor with trailer, nor any combination of such vehicles with a gross weight, loaded or unloaded, in excess of 10,000 lbs. shall exceed a speed of 55 miles per hour on highways or streets which shall be reduced to 35 miles per hour during the period when reduced loadings are being enforced in accordance with the provisions of this chapter.

Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Kennard seconded by Parsell to approve that the Road Commission apply for T.E.D.F. Category A Funds for the paving of Bradleyville Road from Gilford to M-81. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Julie Matuszak seconded by Duane Weber that the following resolution be adopted:

RESOLUTION

WHEREAS, the County Highway Engineer of the Tuscola County Road Commission has reviewed the 2018 Michigan Department of Transportation Road Certification Maps for Tuscola County, and

WHEREAS, upon review the following changes and/or corrections are requested:

- Oak Road, from M-46 south a distance of 0.30 mile to the Cass River, Juniata Township, Sections 34 and 35, Sheet 13: Road Abandonment.

THEREFORE, BE IT RESOLVED, that this Tuscola County Board of Road Commissioners approve Chairman John Laurie to sign the 2018 Michigan Department of Transportation Road Certification Map for Tuscola County, and that the changes and/or corrections listed above be requested.

Ayes: John Laurie, Gary Parsell, Julie Matuszak, David Kennard, Duane Weber

Nays: 0

Acting County Highway Engineer Dankert reported to the Board that Vollmar Family Farms has decided to allow their Hauling Agreement to expire.

Road Commissioner Kennard provided a report to the Board of the recently attended C.R.A. New Commissioner's Seminar.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:40 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board