

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
THURSDAY, OCTOBER 31, 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 Phillip Burch, Providence Church of Caro
Pledge of Allegiance – Commissioner Bardwell
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes **(See Correspondence #1)**
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution **(See Correspondence #2)**

New Business

- 2019 Apportionment Report **(See Correspondence #3)**
- Amended Resolution of the Tuscola County Board of Commissioners Approving a Revised Intergovernmental Agreement to Create the Tuscola County Land Bank Authority **(See Correspondence #4)**
- Mike Green- Presentation for County Lobbying **8:30 a.m.**
- Mental Health Services Contract for Jail Inmates with Tuscola County Behavioral Health Systems **(See Correspondence #5)**
- Medical Care Facility Transfer Request **(See Correspondence #6)**
- Closed Session at **10:00 a.m.**
- Clerk Copier Request to Seek Bids **(See Correspondence #7)**

Old Business

- Resolution Supporting Passage of Legislation to Adopt Four Year Terms for County Commissioners (See Correspondence #8)
- Boards and Commissions Re-Appointments
- Building Codes Procedures and Next Steps

Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

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

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
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

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

CORRESPONDENCE

- #1 October 17, 2019 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 2019 Apportionment Report
- #4 Amended Resolution of the Tuscola County Board of Commissioners Approving a Revised Intergovernmental Agreement to Create the Tuscola County Land Bank Authority
- #5 Mental Health Services Contract for Jail Inmates with Tuscola County Behavioral Health Systems
- #6 Medical Care Facility Transfer Request
- #7 Clerk Copier Request to Seek Bids
- #8 Resolution Supporting Passage of Legislation to Adopt Four Year Terms for County Commissioners
- #9 Committee of the Whole Minutes 10/28/19
- #10 Road Commission Minutes 10/03/19 Meeting
- #11 Tuscola County Board of Health Report 10/18/19
- #12 Alger County Resolution Opposing Trial Court Funding
- #13 Alger County Resolution in Support of House Bill 4590
- #14 Lapeer County Resolution in Support of the Passage of Legislation to Adopt 4-Year Terms for County Commissioners
- #15 Bay County Resolution of Support of Michigan Candidates "Non-Partisan"

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
October 17, 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 17th day of October 2019, to order at 8:00 o'clock a.m. local time.

Prayer – Pastor William Sanders, Watrousville United Methodist Church

Pledge of Allegiance – Commissioner Jensen

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jensen, District 5 – Daniel Grimshaw

Commissioner Absent - District 1 - Thomas Young

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Mike Miller, Sandy Nielsen, Pastor William Sanders, Ann Hepfer, Nancy Laskowski, Dr. Ned Canfield, Mark Haney

Adoption of Agenda -
19-M-185

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

Action on Previous Meeting Minutes -
19-M-186

Motion by Jensen, seconded by Vaughan to adopt the meeting minutes from the September 26, 2019 Regular Board and Statutory Finance meetings. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution - None

New Business

-Request to Fill Vacant Full Time Dispatcher Position - Sandy Nielsen presented information regarding filling a current vacant position.

19-M-187

Motion by Vaughan, seconded by Jensen to temporarily lift the county hiring freeze and authorize the hiring of Kayla Neeley to fill the vacant full time dispatcher position at the Central Dispatch office pending favorable background, physical and drug screen. Motion Carried.

Region VII Presentation – Dr. Ned Canfield presented to the Board information regarding Region VII Area Agency on Aging and his role as a Physician for the Agency.

Old Business -

-County Land Bank Resolution - Clayette Zechmeister updated the Board regarding the draft resolution prepared by Attorney John Axe that has been presented to the State for review. Matter to be placed on the agenda when there is more information.

-Health Department Personnel Policies - The Board discussed concerns with the Health Department personnel policies that have been proposed. Board discussed the matter.

19-M-188

Motion by Jensen, seconded by Vaughan to approve the Tuscola County Health Department Changes in their Personnel Policies with the exception of Section 6.1 with an effective date of 11-1-2019 as approved by the Board of Health. Motion Carried.

-Annual Delegation of School Plan Reviews - Clayette Zechmeister provided an update regarding issues that could occur if the Board does not approve one or more of the School Plan Reviews.

19-M-189

Motion by Jensen, seconded by Vaughan that as in previous years South Central Construction Code Commission be approved for the administration and enforcement for plan review and inspection of school buildings for Tuscola ISD, Akron-Fairgrove Schools, Caro Community Schools, Cass City Public Schools, Kingston Community Schools, Mayville Community Schools, Millington Community Schools, Reese Public Schools, Vassar Public Schools, Unionville-Sebewaing Area Schools. Also, authorizing documents are approved for signature. Annual approval of this inspection work is a requirement of the State. Roll Call - Young - absent; Vaughan - yes, Jensen - yes, Grimshaw - no, Bardwell - yes. Motion Carried.

-Farm Lease Bids - The bids were opened at the Committee of the Whole meeting on October 14, 2019. The Board discussed the current proposed lease in regards to payment of property taxes.

19-M-190

Motion by Jensen, seconded by Vaughan that the three-year 2019 County Farmland Lease agreement be awarded to Schriber Farms who was the high bidder for an amount of \$155 per acre. Also, all appropriate signatures are authorized. Roll Call Vote: Vaughan - yes; Jensen - yes; Grimshaw - no; Young - absent; Bardwell - yes. Motion Carried.

-State Land Survey - Commissioner Vaughan would like to move forward on obtaining a survey on the proposed state land the County could acquire. Board discussed putting an RFP out to have the land surveyed.

19-M-191

Motion by Vaughan, seconded by Jensen to authorize the County Controller/Administrator to put an RFP out for bid for surveyors to survey the land along the Cass River that the State Land Bank has offered to Tuscola County for acquisition. Motion Carried.

-KC Communications Contract Continuation - Clayette Zechmeister explained that month end is near and the Board needs to determine if the contract should be continued or terminated with KC Communications as there is a 30-day cancellation of the contract.

Board discussed the matter. Board would like to discuss with Jean Doss prior to making a decision.

-Animal Control (matter added) - Commissioner Grimshaw shared concerns of issues regarding the Animal Control Department and the proposed ordinance. Board discussed the matter. Commissioner Vaughan will follow-up with a meeting with the Animal Control Director regarding the proposed ordinance.

Correspondence/Resolutions -

-Community Corrections Monthly Report.

-Great Lakes National Cemetery Ceremony - Monday, November 18, 2019.

-Senior Empowerment Expo is being held at the Moose Lodge today.

-Honorable Judge Jason Bitzer Investiture today at 4:00 p.m.

-Sobriety Court Graduation November 8, 2019 at 10:00 a.m.

-Board discussed scheduled meeting dates for November and December. Board added a Committee of the Whole meeting for November 21, 2019 at 8:00 a.m. Board will transition the December 23, 2019 Committee of the Whole meeting to a full Board meeting and cancel the December 26, 2019 meeting. Clerk Fetting to prepare notices.

COMMISSIONER LIAISON COMMITTEE REPORTS**BARDWELL**

Behavioral Health Systems Board
Caro DDA/TIFA - Paperwork is being completed for the new farmer's market.
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

YOUNG - absent

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

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
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 - Update provided.

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN

Board of Health - Meets tomorrow.

Community Corrections Advisory Board

Dept. of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works - Hosting an event to allow high-school students to meet with professionals in the labor industry fields.

Jail Planning Committee

Local Emergency Planning Committee (LEPC) - Meets every other month.

MAC Judiciary Committee

MEMS All Hazard - Meets every other month.

Local Units of Government Activity Report

Other Business as Necessary - None

Extended Public Comment -

-Eean Lee provided an update regarding the potential threat of malware that was targeted to the Pitney Bowes mail machines. His team was able to secure the machines of the county so no threat was posed.

Meeting adjourned at 10:37 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
October 17, 2019
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 11:37 a.m.

Commissioners Present: Bardwell, Vaughan, Jensen, Grimshaw

Commissioners Absent: Young

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Nancy Laskowski

-Claims and Per Diems were reviewed, discussed and approved.

Public Comment - None

Meeting adjourned at 11:03 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 31st day of October, 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 10/28/19
- Description of Matter:** Move to approve the recommendation of the Central Dispatch Director and Dispatch Authority Board that the current alpha-numeric paging system be replaced with MPSCS Unication paging system as identified in the report dated October 28, 2019 and authorize the purchase with Digicom Global be approved. Also, all appropriate signatures and budget amendments be authorized.

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

2019 Tuscola County Apportionment Report

Township / City	Village	School Code	Local School District	Total		Total Homestead		Total	
				Total Homestead Property Tax Rate	NonHomestead Property Tax Rate	Property Tax Rate w/Special Assmnt	NonHomestead Property Tax Rate w/Special Assmnt	Property Tax Rate	NonHomestead Property Tax Rate
Akron		79010	AKRON FAIRGROVE SCHOOLS	27.2170	45.2170	27.2170		45.2170	
Akron	AKRON	79010	AKRON FAIRGROVE SCHOOLS	40.1082	58.1082	41.1082		59.1082	
Akron		79145	UNIONVILLE SEBEWAING AREA SD	29.4954	47.4954	29.4954		47.4954	
Almer		79010	AKRON FAIRGROVE SCHOOLS	27.4497	45.4497	27.4497		45.4497	
Almer		79020	CARO COMMUNITY SCHOOLS	31.0990	49.0990	31.0990		49.0990	
Almer		79030	CASS CITY PUBLIC SCHOOLS	27.0081	44.9847	27.0081		44.9847	
Arbela		73190	FRANKENMUTH SCHOOL DISTRICT	26.4515	44.0653	26.4515		46.0653	
Arbela		79100	MILLINGTON COMM SCHOOLS	26.4152	44.0308	26.4152		46.0308	
Arbela		79150	VASSAR PUBLIC SCHOOLS	27.1152	45.1152	29.1152		47.1152	
Columbia		32090	OWENDALE GAGETOWN AREA S/D	27.4919	45.4919	27.4919		45.4919	
Columbia		79010	AKRON FAIRGROVE SCHOOLS	28.3858	46.3858	28.3858		46.3858	
Columbia		79020	CARO COMMUNITY SCHOOLS	30.5442	48.5442	30.5442		48.5442	
Columbia		79030	CASS CITY PUBLIC SCHOOLS	27.9442	45.9208	27.9442		45.9208	
Columbia		79145	UNIONVILLE SEBEWAING AREA SD	30.6642	48.6642	30.6642		48.6642	
Columbia	UNIONVILLE	79145	UNIONVILLE SEBEWAING AREA SD	44.4101	62.4101	44.4101		62.4101	
Dayton		79080	KINGSTON COMMUNITY SCH DIST	26.9771	44.9771	26.9771		44.9771	
Dayton		79090	MAYVILLE COMMUNITY SCH DIST	26.9271	44.9271	26.9271		44.9271	
Denmark		73190	FRANKENMUTH SCHOOL DISTRICT	25.0376	42.6514	26.9726		44.5864	
Denmark		79110	REESE PUBLIC SCHOOLS	25.9013	43.9013	27.8363		45.8363	
Denmark	REESE	79110	REESE PUBLIC SCHOOLS	36.9013	54.9013	38.7113		56.7113	
Denmark		79150	VASSAR PUBLIC SCHOOLS	25.7013	43.7013	27.6363		45.6363	
Elkland		32090	OWENDALE GAGETOWN AREA S/D	26.8322	43.8322	25.8322		43.8322	
Elkland		79030	CASS CITY PUBLIC SCHOOLS	26.2845	44.2611	26.2845		44.2611	
Elkland	CASS CITY	79030	CASS CITY PUBLIC SCHOOLS	44.4232	62.3998	44.4232		62.3998	
Elkington		79020	CARO COMMUNITY SCHOOLS	30.9172	48.9172	30.9172		48.9172	
Elkington		79030	CASS CITY PUBLIC SCHOOLS	26.8263	44.8029	26.8263		44.8029	
Elmwood		32090	OWENDALE GAGETOWN AREA S/D	27.4842	45.4842	27.4842		45.4842	
Elmwood	GAGETOWN	32090	OWENDALE GAGETOWN AREA S/D	49.2110	67.2110	49.2110		67.2110	
Elmwood		79030	CASS CITY PUBLIC SCHOOLS	27.9365	45.9131	27.9365		45.9131	
Fairgrove		79010	AKRON FAIRGROVE SCHOOLS	27.1209	45.1209	27.1209		45.1209	
Fairgrove	AKRON	79010	AKRON FAIRGROVE SCHOOLS	40.0121	58.0121	41.0121		59.0121	
Fairgrove	FAIRGROVE	79010	AKRON FAIRGROVE SCHOOLS	39.1649	57.1649	39.1649		57.1649	
Fairgrove		79020	CARO COMMUNITY SCHOOLS	29.2793	47.2793	29.2793		47.2793	
Fairgrove		79110	REESE PUBLIC SCHOOLS	27.5793	46.5793	27.5793		46.5793	
Fremont		79020	CARO COMMUNITY SCHOOLS	26.2598	44.2598	26.2598		44.2598	
Fremont		79090	MAYVILLE COMMUNITY SCH DIST	26.0598	44.0598	26.0598		44.0598	
Fremont	MAYVILLE	79090	MAYVILLE COMMUNITY SCH DIST	40.4801	58.4801	40.4801		58.4801	
Gilford		79010	AKRON FAIRGROVE SCHOOLS	26.3499	44.3499	26.3499		44.3499	
Gilford		79110	REESE PUBLIC SCHOOLS	27.8048	45.8048	27.8048		45.8048	
Indianfields		79020	CARO COMMUNITY SCHOOLS	31.0161	49.0161	31.0161		49.0161	
Juniata		79010	AKRON FAIRGROVE SCHOOLS	26.9104	44.9104	26.9104		44.9104	
Juniata		79020	CARO COMMUNITY SCHOOLS	30.1013	48.1013	30.1013		48.1013	
Juniata		79110	REESE PUBLIC SCHOOLS	28.1804	46.1804	28.1804		46.1804	
Juniata		79150	VASSAR PUBLIC SCHOOLS	27.9604	45.9604	27.9604		45.9604	
Kingston		76140	MARLETTE COMMUNITY SCHOOLS	21.6861	39.6861	22.6861		40.6861	
Kingston		79030	CASS CITY PUBLIC SCHOOLS	24.8719	42.8486	25.8719		43.8486	
Kingston		79080	KINGSTON COMMUNITY SCH DIST	27.3219	45.3219	28.3219		46.3219	
Kingston	KINGSTON	79080	KINGSTON COMMUNITY SCH DIST	39.8579	57.8579	43.8579		61.8579	
Koylton		76140	MARLETTE COMMUNITY SCHOOLS	23.4877	41.4877	23.4877		41.4877	
Koylton		79080	KINGSTON COMMUNITY SCH DIST	29.1235	47.1235	29.1235		47.1235	
Koylton	KINGSTON	79080	KINGSTON COMMUNITY SCH DIST	41.6595	59.6595	45.6595		63.6595	
Millington		79100	MILLINGTON COMM SCHOOLS	25.0002	42.6158	27.5002		45.1158	
Millington	MILLINGTON	79100	MILLINGTON COMM SCHOOLS	39.9846	58.0002	41.4846		59.1002	
Novesta		79030	CASS CITY PUBLIC SCHOOLS	27.0298	45.0064	27.0298		45.0064	
Tuscola		73190	FRANKENMUTH SCHOOL DISTRICT	24.3658	41.9796	25.1158		42.7296	
Tuscola		79100	MILLINGTON COMM SCHOOLS	24.3295	41.9451	25.0795		42.6951	
Tuscola		79150	VASSAR PUBLIC SCHOOLS	25.0295	43.0295	25.7795		43.7795	
Vassar		79090	MAYVILLE COMMUNITY SCH DIST	26.2030	44.2030	26.2030		44.2030	
Vassar		79100	MILLINGTON COMM SCHOOLS	23.8030	41.4186	23.8030		41.4186	
Vassar		79150	VASSAR PUBLIC SCHOOLS	24.5030	42.5030	24.5030		42.5030	
Watertown		79090	MAYVILLE COMMUNITY SCH DIST	25.0921	43.0921	25.0921		43.0921	
Watertown		79100	MILLINGTON COMM SCHOOLS	22.6921	40.3077	22.6921		40.3077	
Wells		79020	CARO COMMUNITY SCHOOLS	28.8396	46.8396	28.8396		46.8396	
Wells		79030	CASS CITY PUBLIC SCHOOLS	24.7487	42.7253	24.7487		42.7253	
Wells		79080	KINGSTON COMMUNITY SCH DIST	27.1987	45.1987	27.1987		45.1987	
Wisner		79010	AKRON FAIRGROVE SCHOOLS	27.1098	45.1098	27.1098		45.1098	
Wisner		79145	UNIONVILLE SEBEWAING AREA SD	29.3882	47.3882	29.3882		47.3882	
Caro		79020	CARO COMMUNITY SCHOOLS	43.8082	61.8082	43.8082		61.8082	
Vassar		79150	VASSAR PUBLIC SCHOOLS	40.5030	58.5030	40.5030		58.5030	

Dated _____, 2019

Equalization Director

Clerk of the Board of Commissioners

Chairperson of the Board of Commissioners

COUNTY OF TUSCOLA
BOARD OF COMMISSIONERS

At a _____ meeting of the Board of Commissioners of the County of Tuscola held at the _____ Building in Caro, Michigan on _____, 2019, at _____:____m., Eastern Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

AMENDED RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS APPROVING A REVISED INTERGOVERNMENTAL AGREEMENT TO CREATE THE TUSCOLA COUNTY LAND BANK AUTHORITY

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

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

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

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

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

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

WHEREAS, on October 25, 2018 this Board of Commissioners approved a form of Interlocal Agreement;

WHEREAS, it is necessary to amend the form of Interlocal Agreement because the Michigan Land Bank Fast Trade Authority, which must approve the Interlocal Agreement has revised its official form of Interlocal Agreement since October of 2018; and

WHEREAS, a Revised Interlocal Agreement which meets the new requirements has been prepared and is attached as Appendix A.

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

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

RESOLUTION ADOPTED.

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

YES: _____

NO: _____

ABSTAIN: _____

The Resolution was declared adopted.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2018, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings

Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Tuscola County Clerk

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

STATE LAND BANK AUTHORITY
(a Michigan public body corporate and politic)

AND THE

TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN

CREATING THE

TUSCOLA COUNTY LAND BANK AUTHORITY
(a Michigan public body corporate)

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, between the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN**, for the purpose of establishing and creating the **TUSCOLA COUNTY LAND BANK AUTHORITY**, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, the Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The State Land Bank Authority (f/k/a Michigan Land Bank Fast Track Authority) was created as a public body corporate and politic originally within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Tuscola, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the State Land Bank Authority and the Treasurer of the County of Tuscola, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this Agreement.

Accordingly, the State Land Bank Authority and the Treasurer of the County of Tuscola, Michigan agree to the following:

ARTICLE I
DEFINITIONS

As used in this Agreement:

Section 1.01. "Act 7" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

Section 1.02. "Agreement" means this Intergovernmental Agreement between the State Land Bank Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Tuscola, Michigan.

Section 1.03. "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.04. "County Authority" means the Tuscola County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.05. "County Authority Board" means the board of directors of the county authority created under Article IV.

Section 1.06. "County Board" means the Board of Commissioners for the County of Tuscola, Michigan.

Section 1.07. "Effective Date" means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

- (a) The Agreement is entered into by the Treasurer.
- (b) The Agreement is approved by the County Board.
- (c) The Agreement is entered into by the State Authority.
- (d) The Agreement is filed with the County Clerk for the County of Tuscola, Michigan.
- (e) The Agreement is filed with the Secretary of State.
- (f) The Agreement is filed with the Ingham County Clerk.

Section 1.08. "Executive Director" means the executive director of the County Authority selected under Section 4.12.

Section 1.09. "Fiscal Year" means the fiscal year of the County Authority, which shall begin on January 1 of each year and end on the following December 31.

Section 1.10. "FOIA" means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 1.11. "Foreclosing Governmental Unit" means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

Section 1.12. "Tuscola County" means the County of Tuscola, Michigan.

Section 1.13. "Land Bank Act" means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774.

Section 1.14. "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.15. "Party" or "Parties" means either individually or collectively, as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.16. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.17. "State" means the State of Michigan.

Section 1.18. "State Authority" means the State Land Bank Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.19. "Tax Reverted Property" means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(3)(q).

Section 1.20. "Treasurer" means the Treasurer of Tuscola County.

ARTICLE II **PURPOSE**

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act for the benefit of Tuscola County and the State.

Section 2.02. Programs and Functions. The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the purposes, objectives, and powers delegated to a County Authority under other laws or executive orders.

ARTICLE III
CREATION OF COUNTY AUTHORITY

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the "Tuscola County Land Bank Authority" for the purposes of acting as an authority under the Land Bank Act and administering this Agreement.

Section 3.02. Articles of Incorporation. At its initial meeting the County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the County Authority is at the location within the City of Caro, Michigan, as determined by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The County Authority shall not be operated for profit. No earnings of the County Authority shall inure to the benefit of a Person other than the County Authority or the Parties. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, or corresponding provisions of future State tax laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.

Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in 4.02:

- (a) The Treasurer.
- (b) The Tuscola County Economic Development Director.
- (c) Three additional Directors appointed by resolution of the Tuscola County Board of Commissioners.

Section 4.02 Appointments by Elected County Executive. If Tuscola County adopts a unified form of government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Tuscola County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Sections 4.01(c) shall be made by the elected county executive.

Section 4.03 Terms of Office. The member under 4.01(a) and 4.01(b) shall serve as long as they hold that status. Of the members listed under 4.01(c), 1 member initially shall be appointed for a period of three years, 1 member shall initially be appointed for a period of two years, and 1 member shall initially be appointed for a period of one year. After the expiration of the initial terms, members appointed under Section 4.01(c) shall be appointed in the same manner as the original appointments but for terms of three (3) years.

Section 4.04. Removal. A member of the County Authority Board appointed under Section 4.01(b) or 4.01(c) may be removed for cause by the County Board. However, the Treasurer shall remain a member as provided for in MCL 124.773(4).

Section 4.05. Vacancies. A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(c) caused by death, resignation, or removal of a County Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the County Authority Board has been appointed. The County Authority Board shall meet at least annually and hold such other meetings at the place, date, and time as the County Authority Board shall determine. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

- (a) Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.
- (b) Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the County Authority Board.
- (c) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the County Authority Board.
- (d) Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.
- (e) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority's budget to assure that the budgets are approved and administered in accordance with the Budget Act.
- (f) Provide for an annual audit in accordance with the Budget Act.
- (g) Adopt personnel policies and procedures.
- (h) Adopt policies and procedures for contracting and procurement.
- (i) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chairperson. The Treasurer shall be the Chairperson of the County Authority Board.

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the County Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board. County Authority Board members shall be bonded in an amount set by the County Authority Board at their first meeting. The amount of bond set shall be an amount that safeguards the integrity of the Authority's purpose.

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, including the control, management, and oversight of the County Authority employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. Within six (6) months of the first meeting of the County Authority Board the County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, directors, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348.

Section 4.14. Conflicts of Interest. Members of the County Authority Board and directors, officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any matter before the County Authority Board disclose the member's interest to the County Authority Board before the County Authority Board takes any action on the matter.

Section 4.15. Relationship to Tuscola County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Tuscola County may provide the County Authority staff and other support, including but not limited to, legal, clerical and information technology services.

ARTICLE V
GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers Under Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including, but not limited to, each of the following;

- (a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.
- (b) Sue and be sued in its own name and plead and be impleaded, including, but not limited to, defending the County Authority in an action to clear title to property conveyed by the County Authority.
- (c) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.
- (d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.
- (e) Solicit and accept gifts, grants, labor, loans, and other aid from any Person, or the federal government, the State, or political subdivision of the State, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.
- (f) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.
- (g) Invest money of the County Authority, at the discretion of the County Authority Board pursuant to a duly adopted investment policy, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.

- (h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available funds.
- (i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.
- (j) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.
- (k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by the County Authority.
- (l) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibilities of the County Authority.

Section 5.02. Bonds or Notes. The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

Section 5.03. Casino Development Prohibited. Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

Section 5.04. Tax Limitation. Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.

Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable laws prohibiting discrimination. The County Authority shall not fail or refuse to hire recruit, or promote; demote; discharge; or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not provide services in a manner that discriminates against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to receive services from the County Authority.

ARTICLE VI

SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Deed in Lieu of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

- (a) Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.
- (b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.
- (c) Pay any tax or special assessment due on property acquired or owned by the County Authority.
- (d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including, but not limited to, an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.
- (e) Remediate environmental contamination on any property held by the County Authority.

Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environment, Great Lakes, and Energy with any information in the possession of the County Authority that suggests that the

property may be the site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environment, Great Lakes, and Energy with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private Person for value determined by the County Authority. Any transfer or other disposition of property or interests in property by the County Authority shall be in accordance with guidelines established by the County Authority Board.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as a public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38.1558.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan

Department of Treasury, or any successor agency, and shall be made available to each of the Parties, including the State Authority.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board may establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority may establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director or County Authority Chairperson annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by January 1st immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the Executive Director or the County Authority Chairperson shall prepare objectives for the County Authority's performance for review and approval by the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.

ARTICLE VIII

DURATION OF AGREEMENT

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

- (a) All of the County Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the County Authority and distribution of its assets shall be paid first.
- (b) Any eligible tax reverted property specific tax pursuant to the Tax Reverted Clean Title Act, 2003 PA 260, MCL 211.1021 to 211.1026, shall be transferred to the State Authority.
- (c) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Tuscola County or as otherwise agreed by the Parties.

ARTICLE IX MISCELLANEOUS

Section 9.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 9.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 9.05. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 9.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement.

Section 9.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 9.08. Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 9.09. References to Public Acts and Statutes. All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

Section 9.10. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Subject to Section 6419 of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419, any and all claims against the State Authority must be brought and maintained in the Court of Claims, or as appropriate, Ingham County Circuit Court.

Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 9.12. Effective Date. This Agreement shall become effective as of the Effective Date.

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Date: _____

TREASURER OF THE COUNTY OF TUSCOLA, MICHIGAN

By: XXX

Date: _____



SHERIFF ³

TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

To: Chairman Bardwell
From: Sheriff Skrent
Date: October 21, 2019

I think this is something you and the board should review and sign. In light of all the funding issues or lack thereof by TBHS.

Thanks, Call me if you have any other thoughts.


Sheriff Skrent



TUSCOLA

Behavioral Health Systems

October 18, 2019

Sheriff Glen Skrent
Tuscola County Sheriff's Dept.
420 Court Street
Caro, MI 48723

RE: CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

Enclosed please find the Contract for Mental Health Services for Jail Inmates Pass Through between Tuscola Behavioral Health Systems and Tuscola County. Please sign and return both copies of page 4 of this agreement and return to attention TBHS, Contract Manager, 323 N. State Street, Caro, MI 48723. A fully executed Agreement will be returned for your file.

If you have any questions or need additional information, please feel free to contact me at 989-673-6191.

Sincerely,

Stephanie Gunsell
Contract Manager

Enclosures

A Michigan Community Mental Health Authority serving Tuscola County since 1973

Mailing and Administration Address: 323 North State Street, Caro, MI 48723

Clinical Programs located at 1332 Propect Avenue, Caro, MI 48723

989.673.6191 or 1.800.462.6814 • TDD 1.866.835.4186 • www.tbhsonline.com

CONTRACT FOR MENTAL HEALTH SERVICES FOR JAIL INMATES

This Agreement is made and entered into by and between **Tuscola Behavioral Health Systems**, (TBHS), whose mailing address is 323 N. State St., Caro, Michigan, 48723, and **Tuscola County**, (COUNTY), whose mailing address is 420 Court St., Caro, MI 48723, for the purchase of inpatient psychiatric hospitalization services.

I. Purpose

The purpose of this Contract is to define the roles and responsibilities of TBHS and COUNTY in providing inpatient psychiatric hospital services to inmates incarcerated in the county jail.

II. Contractual Authority

This contract is entered into under the authority granted by Public Act 258 of the Michigan Public Acts of 1974, as amended, in accordance with the rules, regulations, and standards of the Michigan Department of Health and Human Services (MDHHS).

III. Term

This contract shall be in force for the period of October 1, 2019 through September 30, 2020.

IV. County Responsibilities

Under Michigan Compiled Laws (MCL) 801.4, costs incurred providing mental health services to an inmate incarcerated in a county jail are the responsibility of the county. Accordingly, COUNTY agrees to determine the need for and pay for mental health treatment of inmates under its custody. For inmates covered under this agreement requiring inpatient psychiatric services, if COUNTY is aware that the individual is covered by any health care policy or certificate of insurance, COUNTY shall provide that information to TBHS. COUNTY agrees to pay TBHS for services provided through contract between TBHS and state/community hospitals in accordance with the fee schedule identified in Attachment A.

V. Reimbursement

COUNTY shall reimburse TBHS at the rates identified in Attachment A for services rendered by inpatient psychiatric hospitals and billed through contract to TBHS. Any psychiatric hospitalizations of an inmate will be considered as requested and authorized by the COUNTY.

Per the terms of the inpatient hospital contract TBHS has with the hospital identified in Attachment A, the hospital shall seek recovery from all liable third parties. Third Party Liability refers to any health insurance or carrier, (e.g., individual, group, employer-related, self-insured, or self-funded plan or commercial carrier, automobile insurance and worker's compensation) or program (e.g. Medicare) that has liability for all or part of an individual's covered benefit. It is the responsibility of the COUNTY to provide the hospital any information regarding third party payment sources at the time that services are provided. Failure on the part of the COUNTY to promptly provide third party information to the hospital shall result in the COUNTY being responsible for the full cost of services.

Due to TBHS' contractual agreements with psychiatric inpatient hospitals, TBHS will authorize and reimburse the hospital for inpatient psychiatric hospitalizations that were required based on Severity of Illness (SI) and Intensity of Service (IS) criteria. The COUNTY will then reimburse TBHS for the cost of these services, less any third party payments received by the hospital. Severity of Illness (SI) refers to the nature and severity of the signs, symptoms, functional impairments and risk potential related to the individual's psychiatric disorders. Intensity of Service (IS) refers to the setting of care, to the types and frequency

of needed services and supports, and to the degree of restrictiveness necessary to safely and effectively treat the beneficiary. Payment is expected within 30 days of the date that the COUNTY is billed by TBHS. All monthly billing statements of TBHS shall specify billable services to each inmate.

VI. Continuing Stay Reviews

TBHS will not be involved in the review of inpatient hospitalizations of individuals placed by the COUNTY in an inpatient psychiatric hospital, when TBHS was not involved in the assessment/admission process. Any requests for additional days of service will receive an automatic approval as TBHS is only acting in the capacity of the flow through entity for billing purposes for these individuals.

VII. Records Management and Administration

A. TBHS shall maintain appropriate records relating to service, client care and financial information as directed by COUNTY. Said records shall be available for review by COUNTY, or by COUNTY'S external audit firm.

TBHS shall keep all records pursuant to this Contract for seven (7) years after the termination of this Contract or as otherwise prescribed by the Department of Health and Human Services.

B. Confidentiality of Records: All records, reports and confidential communications of an individual served under this Contract shall be subject to the requirements for confidentiality set forth in sections 746 and 748 of the Mental Health Code, in the policies, rules and regulations of the Department of Health and Human Services and COUNTY, and any amendments thereto.

IVIII. Indemnification and Hold Harmless

TBHS shall, at its own expense, protect, defend, indemnify and save harmless COUNTY, its officers, employees and agents, from all damages, costs, and expenses, including but not limited to costs from administrative proceedings, COUNTY costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of TBHS or its officers, employees, or agents or those of any contractor or subcontractor of TBHS that may arise out of this Contract. TBHS' responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by TBHS pursuant to the requirements of this Contract.

IX. Independent Contractor Status

A. In performing its responsibilities under this Contract, TBHS shall at all times be deemed and regarded as an independent contractor. Except as may be otherwise provided herein, no persons employed by TBHS shall be considered employees of COUNTY; nor shall any such persons be covered by COUNTY'S worker's compensation insurance, nor entitled to any fringe benefits offered by COUNTY.

B. Nothing in this Contract shall be interpreted as authorizing those employed by it to contract on behalf of COUNTY.

X. Conflict of Interest

TBHS affirms that no principal, representative, agent or another acting on behalf of or legally capable of acting on behalf of TBHS is currently a COUNTY member or employee; nor is any such person related to TBHS currently using or privy to such information regarding COUNTY, which may constitute a conflict of interest.

XI. Non-Discrimination

TBHS prohibits any unlawful discrimination against any employee or applicant with respect to hiring, recruitment, advancement or discharge in the terms, conditions or privileges of employment, or a matter directly or indirectly related to employment solely because of religion, race, color, national origin, age, disability, sex (including sexual orientation), gender identity, height, weight, arrest record, marital status, veteran status, familial status, genetic information or membership in another protected group.

Each of the parties hereto shall not refuse to provide services or discriminate in rendering services on any basis which violates any federal, state or local anti-discrimination law or regulation. Each of the parties hereto shall assure equal access for people with limited English proficiency, as outlined by the Office of Civil Rights Policy Guidance in the Title VI Prohibition Against Discrimination as it Affects Persons with Limited English Proficiency and also in accordance with the ACA Section 1557.

XII. Compliance with the Law

Both parties shall adhere to all applicable local, state and federal laws, ordinances and regulations when rendering services pursuant to this Contract.

XIII. Disregarding Titles

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

XIV. Invalid Provisions

If any provision of this Contract is held to be invalid, the remainder of this Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Contract.

XV. Completeness of This Contract

This Contract contains all of the terms and conditions agreed upon by the parties hereto and no other Contracts, oral or otherwise, regarding the subject matter of this Contract or any part hereof shall have any validity or bind any of the parties hereto.

XVI. Termination

This Contract may be canceled by either party upon a written thirty (30) day notification to the other party. Any changes to this contract require prior written Contract between the parties involved.

XVIII. Certification

The persons signing on behalf of TBHS certify by their signatures that they are authorized to sign this Contract on behalf of TBHS and that this Contract has been authorized by TBHS.

Tuscola County

Tuscola Behavioral Health Systems

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed or Typed Name

Sharon Beals

Printed or Typed Name

Its: _____

Its: Chief Executive Officer

Date: _____

Date: _____

Witnessed By:

Witnessed By:

Date: _____

Date: _____

Tuscola County Medical Care Community

Your Care Partner in Skilled Nursing and Rehabilitation Therapy

1285 CLEAVER ROAD • CARO, MICHIGAN 48723
PHONE (989) 673-4117 • FAX (989) 673-6665

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Executive Management

Brenda Kretzschmer, RN, NHA – Chief Executive Officer
Maggie Root, CHC – Chief Financial Officer
Rachel Curtis, RN – Chief Nursing Officer
Arshad Aqil, M.D. – Certified Medical Director



Tuscola County Department of Health & Human Services
and Tuscola County Medical Care Facility
Board of Directors

Douglas Hall - Chairman
Sue Morris – Vice-Chair
Michael Bearden – Member

October 30, 2019

Mrs. Clayette Zechmeister, Controller
Tuscola County Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

RE: Funds Transfer Request for various Capital Projects

Dear Mrs. Zechmeister:

This letter is to request a Transfer of Funds from Millage Fund 298-000-001-000 to General Fund Account 291-000-001-000 for year to date capital expenses accumulated by Community:

1. Interest Expense Chemical Bank	\$64,338.69 May 2019
2. Tractor Transmission Repair Tri-County Equipment	\$7,349.22 August 2019
3. Gas Line Repair Consumers Energy	\$5,500.00 October 2019
4. Replace Nursing Station Counter R/W 1 Graff Builders	\$7,525.00 Sept/Oct 2019

The total amount of this request is \$84,712.91. Thank you for your assistance.

Sincerely,

Brenda L. Kretzschmer, RN, NHA, CEO

Cc: Pat Donovan, Tuscola County Treasurer



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

Agenda Addition

1 message

Jodi Fetting <jfetting@tuscolacounty.org>
To: Clayette <zclay@tuscolacounty.org>

Wed, Oct 30, 2019 at 8:38 AM

Hi,

Can I please have an item added to the agenda?

I have in my 2020 proposed budget a new copier/printer/fax machine. I would like permission to seek those bids now rather than later.

My current copier has been under repair for the last month and continues to give me problems. It is currently approximately 8 years old. With the number of copies this office makes on a daily basis in addition to the 2020 election cycle coming this piece of equipment is critical to my office. We can not afford to have it continually being repaired.

Thanks!
Jodi



TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

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

RESOLUTION

SUPPORTING PASSAGE OF LEGISLATION TO ADOPT 4-YEAR TERMS FOR COUNTY COMMISSIONERS

- WHEREAS, the 1963 Michigan Constitution stipulated four-year terms for the county Board of Supervisors, the preceding body to today's Board of Commissioners; and,
- WHEREAS, the Legislature voted in 1966 to abolish Boards of Supervisors and formally replace them with Boards of Commissioners after the 1968 elections; and,
- WHEREAS, Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and,
- WHEREAS, the scope of duties of a county commissioner has greatly increased in the last century – road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply safety, park operations, economic development efforts, emergency management and response; and,
- WHEREAS, Michigan is one of only five states in the United States that provides for exclusively two-year terms for county commissioners; and,
- WHEREAS, all other county and township elected officials in Michigan are elected to terms of at least four years; and,
- WHEREAS, the position of county commissioner is a highly complex oversight role that requires years to master; and,
- WHEREAS, legislation to amend state law to enact four-year terms has been filed in the form of House Bills 4937-38 and Senate Bills 504-505; and,
- WHEREAS, the Michigan Association of Counties supports the legislation as introduced;

NOW THEREFORE BE IT RESOLVED, that the Tuscola County Board of Commissioners supports House Bills 4937-38 and Senate Bills 504-505 to enact four-year terms for county commissioners.

Date _____

Thom Bardwell, Chairperson
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at its meeting on October 31, 2019

Date _____

Jodi Fetting
Tuscola County Clerk

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Monday, October 28, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 4 - Mark Jensen, District 5 - Daniel Grimshaw (arrived at 8:16 a.m.)

Absent: District 3 - Kim Vaughan

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Mike Miller, Register John Bishop, Treasurer Pat Donovan-Gray, Steve Anderson, Sandy Nielsen, Cody Horton, Jeff Mallory, Bob Hiiter, Cory Skinner, Randy Heckroth, Ted Gamet, Jason Bellor, Nancy Erdody, Marilyn Holt, Michael Silverman, Sara Savage, Mark Haney

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **GIS Update** - Cody Horton provided an update regarding revenue generated from the GIS program and new application methods that are being launched. Michael Silverman explained how an application was created that is being used by City of Caro.
2. **Dispatch Paging System** - Sandy Nielsen presented regarding the plan to replace the dispatch paging system. Sandy Nielsen, the TAC Committee and the Authority Board are recommending MPSCS Paging System with Digicom Global as the vendor. Matter to be placed on the Consent Agenda.
3. **CGI Video** - Eean Lee requested clarification on if the Board would like to renew the contract with CGI for the production of the video. Board does not want to renew the contract at this time.

On-Going and Other Finance

Finance

1. MREC - updates
2. Preparation of Updated Multi-Year Financial Plan
3. Continue Review of Road Commission Legacy Costs
4. 2020 Budget Development

Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page
3. Implementation of New Computer Aided Dispatch System

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **Boards and Commissions Re-Appointments** - Clerk Fetting reviewed the applications that have been received for the various Boards and Commissions with vacancies upcoming at the end of the year. The Board would like to handle each appointment with a separate motion at Thursday's meeting. Clerk Fetting will prepare draft motions.

On-Going and Other Personnel

1. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
2. Strengthen and Streamline Year-End Open Enrollment

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. **State Police Water Update** - Mike Miller provided an update regarding the fire suppression system and the need for a more powerful pump to run the system. Board discussed options available. Mike Miller will follow up with company for clarifications on options and quote.

On-Going and Other Building and Grounds

1. County Jail Study
2. Recycling Relocation Update - Inspections have been scheduled. Waiting on Consumers Energy to turn gas on.
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. Review of Alternative Solutions Concerning the Caro Dam

Other Business as Necessary -

-Lapeer County Board of Commissioners adopted a resolution supporting 4-year terms for Commissioners and is requesting support from Tuscola County. Board agreed to support the resolution. Matter to be placed on Thursday's agenda with a roll call vote.

-Building Codes - Commissioner Grimshaw expressed concern over Building Codes procedures and next action steps that should be taken. Matter to be placed on Thursday's Agenda.

-Animal Control - Commissioner Grimshaw expressed concern over Animal Control due to a complaint that he has received. The animal control ordinance to be on the November 14, 2019 agenda for further discussion.

-RFP for Land Survey for Caro Center and Vanderbilt Park - Clayette Zechmeister is waiting for a map of the Caro Center property in order to prepare the RFP. Board discussed the matter.

-Closed Session Notice regarding the Open Meeting Act - Chairman Bardwell asked if there was a Closed Session being planned regarding the legal written opinion. Clayette Zechmeister will reach out to the attorney to set up a date and time for the closed session. Clerk Fetting will prepare the notice.

Public Comment Period -

-Mark Haney suggested contacting Robert McKay in reference to maps for Vanderbilt Park property.

-Eean Lee would like clarification on direction for the online presence and what his next step should be regarding the Caro Center project. Clayette Zechmeister has reached out to Capital Services and KC Communication for options in what next steps either of those companies could offer to Tuscola County.

-Eean Lee questioned if there was anything the County could do about the number of road kill on the side of the road.

-Commissioner Grimshaw provided an update on a conversation that he had with Director Gordon regarding the Caro Center.

Meeting adjourned at 10:38 a.m.

Jodi Fetting
Tuscola County Clerk

October 3, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, October 3, 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, and Director of Finance/Secretary-Clerk Michael Tuckey.

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

Also Present: County Commissioner Thomas Young.

Motion by Parsell seconded by Matuszak that the minutes of the September 19, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber that the minutes of the September 19, 2019 closed session of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$109,233.57 and bills in the amount of \$1,208,612.92 covered by vouchers #19-50, #19-51, and #HRA-75 were presented and audited.

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

Brief Public Comment Segment:

- (1) County Commissioner Thomas Young provided a report from the Tuscola County Board of Commissioners.
- (2) Mr. Stan Golis appeared before the Board to further discuss the water drainage at his property on Buell Road in Tuscola Township previously discussed at the last regular meeting of the Board. Acting County Highway Engineer Dankert reported of reviewing the location, and will meet with Mr. Golis to further review the water drainage in the area.
- (3) Mr. Richard Sylvester appeared before the Board to discuss the status of the narrow and load-rated bridges in Gilford Township. Acting County Highway Engineer Dankert reported that the bridges in question are scheduled for Federal/State Aid Funding in the coming years.

Acting County Highway Engineer Dankert provided an update to the Board regarding the water drainage issues previously discussed at the last regular meeting of the Board.

Acting County Highway Engineer Dankert presented to the Board the grant guidelines for the 2020 Rural Development Fund Grants. Dankert recommends applying for this grant funding to complete the Van Buren Road Project.

Motion by Parsell seconded by Matuszak to approve the request from Wolverine Sealcoating to work on Sundays in order to complete their 2019 planned Overband Crack Fill projects. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber to approve the revised policy for Returning a Local Hard Surface Road Back to Gravel, as presented and recommended by the Acting County Highway Engineer. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Kennard seconded by Weber to approve the Road Commission request bids immediately for the Ornes Road Bridge Replacement Project. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:25 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

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Tuscola County Health Department

Board of Health Report: October 18, 2019

Ann Hepfer RN, B.S Health Officer

Outcomes for the Month:

Medical Examiner Changes: A meeting will be held on October 16th at 3:30 pm at Tuscola County Health Department to discuss the ME secretary invoices. They have not paid the invoices for July, August, September. They are coming to "discuss the charges". These are temporary office services that we are providing through October 31, they never signed a contract with TCHD because they only wanted to pay \$10,000 and not the full cost of the service. Unless something else changes the Medical Examiner office in Tuscola will close on November 1. You will need to talk to Michigan Institute of Forensic Science and Medicine to know what their plans are for the ME Office.

EEE Equine Encephalitis: On October 8th MDHHS called to report one case of EEE in an unvaccinated horse that died September 28 from the Cass City area. I spoke with Mosquito Abatement, Kim Greene, she had also just received the report. Mosquito Abatement has ended treatment due to the weather changing. Kim did say that they had not had any mosquitoes test positive for West Nile, EEE or St. Louis Encephalitis.

Drug Task Force Update:

- List Psychological Services holds the Substance Abuse Prevention grant for the county they had funds to purchase puncture proof gloves for the Sheriff's Department in the amount of \$27.09
- There will also be a billboard campaign targeting Narcan education.
- Amy Cuthrell from List can now train on Narcan in the Community
- Tuscola County Health Department also has a trainer for Narcan on staff.
- The committee approved for the purchase of Detera bags for medication disposal. The bags will be going to agencies such as Hospice, and Meals on Wheels for the shut in residents who do not have access to the "red box" disposal boxes. The Detera bags can be used for the fentanyl patches.
- Once the bags are activated they deactivate the medications and then can go into the landfill.

ALGER COUNTY BOARD OF COMMISSIONERS

Mary Ann Froberg, Clerk

101 COURT STREET, MUNISING, MI 49862

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RESOLUTION #2019-21

TRIAL COURT FUNDING COMMISSION INTERIM REPORT

WHEREAS, the County Clerks in Michigan have a constitutional stake in the trial court funding question, but were excluded from participation in the Trial Court Funding Commission. The County Clerks have a unique relationship with the courts and a perspective that should be heard when making recommendations for substantial changes.

WHEREAS, the goal of Public Act 65 of 2017 was to create a Trial Court Funding Commission to "review and recommend changes to the trial court funding system in light of *People v. Cunningham*".

WHEREAS, the vast majority of the Interim Report deals with the consolidation of all local court staff and operations under state control but does not solve the funding problems that *Cunningham* created (simply moving collections of fines and costs and payment of court salaries/benefits to the state does not mitigate the fact that we will still not be funded adequately).

WHEREAS, centralized control of our court process does not necessarily serve the best interest of the public. The County Clerks believe that local judges and citizens are better served by local custodial control. It has been proven to be a more responsive method of serving their needs.

WHEREAS, research of other state-funded court systems has shown that state funding creates a culture of complacency that tolerates delay. Accountability is removed from the local level and placed in the hands of bureaucrats in state government who are less connected to the people.

WHEREAS, we are concerned that transferring funding to state control would tether the judicial branch to the short term whims of the legislative and executive branches even more than they exist already. In the event of a lack of state funding (government shutdown) this process would also force the shutdown of the court system, resulting in constitutional violation of due process.

WHEREAS, it is critical to note that the finding of 46th Circuit Trial Court v. County of Crawford, 2006:143 states directly: "In order for the judicial branch to carry out its constitutional responsibilities as envisioned by the Constitution of 1963, art3, SS 2, the judiciary cannot be totally beholden to legislative determinations regarding its budgets."

WHEREAS, this Interim Report recommends altering the Michigan Constitution to provide that circuit court clerks are employed by the court and under the supervision of state government rather than the County Clerk.

WHEREAS, County Clerks serve a critical role in the judicial system. They are constitutionally mandated to ensure the integrity of the records and protecting the best interests of our citizens. Removing County Clerks from the picture would serve as substantial disruption to the purpose that we serve.

NOW, THEREFORE, BE IT RESOLVED, the Alger County Board of Commissioners is opposed to the Trial Court Funding Commission Interim Report dated April 8, 2019. We believe that it is imperative to maintain local control and accountability because that is how our constituents are best served. We strongly oppose this Interim Report and possible pending legislation and encourage the other 82 Michigan counties to join us.

KALKASKA COUNTY BOARD OF COMMISSIONERS
RESOLUTION 2019-45

RESOLUTION OPPOSING LEGISLATION TO PREVENT COUNTY
COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION
ON BALLOTS PROVIDED TO MICHIGAN VOTERS

WHEREAS, Executive Director of the Michigan Association of Counties (MAC), of which Kalkaska County is a dues paying member, state MAC is considering supporting a change to Michigan election law; and

WHEREAS, this change in Michigan law would force candidates for the office of County Commissioner to run as a "non-partisan" candidate and would prohibit said candidates from disclosing their party affiliation on ballots provided to Michigan voters; and

WHEREAS, preventing disclosure of a candidate's party affiliation needlessly restricts and censors information that Michigan voters have traditionally relied upon to help them select a candidate who shares their values; and

WHEREAS, the proposed change to Michigan election law is not needed as current Michigan law already permits County Commission candidates to withhold information about their party affiliation from being print on ballots provided to Michigan voters; and

WHEREAS, under the current law, Commissioner Candidates are able to run for office without being affiliated with a political party and disclosing their affiliation, by running as an Independent candidate.

THEREFORE, BE IT RESOLVED, that the Kalkaska County Board of Commissions hereby support providing Michigan voters with full information about their candidates for County Commissioner, and hereby oppose forcing a candidate for County Commissioner to run as a "non-partisan" candidate.

BE IT FURTHER RESOLVED, that the Kalkaska County Board of Commissioners hereby request copies of this resolution be sent to State Senator, State Representative, the Michigan Association of Counties, and all Michigan Counties, within two weeks of the passage of this resolution.

Motion by West. Supported by Comai. Roll call vote:

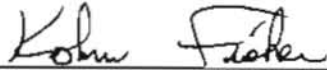
Yeas: West, Comai, Cox, Crambell, Ngirarsaol, Sweet, Fisher.

Nays: None

Absent: None

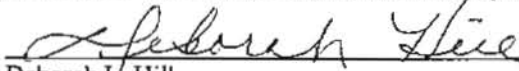
Motion Carried. Resolution Passed.

STATE OF MICHIGAN)
) SS
COUNTY OF KALKASKA)



Kohn Fisher,
Chairman of the Board of Commissioners Kalkaska County

I, the undersigned, Clerk of Kalkaska County, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Kalkaska County Board of Commissioners, at its Regular meeting on October 16, 2019 the original of which is part of the Board's minutes.



Deborah L. Hill
Clerk of the Board of Commissioners Kalkaska County

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Senator Ed McBroom, Representative Sara Cambensy, the Michigan Association of Counties and the other 82 Michigan Counties.

CERTIFICATION

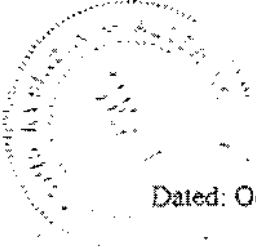
I hereby certify that the above is a true copy of a Resolution adopted by the Alger County Board of Commissioners at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,



Mary Ann Froberg, Alger County Clerk

Dated: October 21, 2019



ALGER COUNTY BOARD OF COMMISSIONERS

Mary Ann Froberg, Clerk
101 COURT STREET, MUNISING, MI 49862

RESOLUTION #2019-22

COUNTY RESOLUTION ON HOUSE BILL 4590
A BILL TO CREATE A TOURISM REINVESTMENT EXCISE TAX

WHEREAS, Tourism rates have increased steadily across the Upper Peninsula in recent years. This growth is apparent in an almost 20 percent increase in visitor spending in the U.P. between 2011 and 2017, according to the Michigan Economic Development Corporation.

WHEREAS, While this growth in tourism results in positive economic impacts to the private sector and increased state tax revenue, local revenue growth is far more restricted. This local revenue growth is limited to local property taxes, any modest increase of which is insufficient to cover the costs of the growth in tourism.

WHEREAS, Recreational activity by tourists result in measurable increased strain on local services. This is especially true of life-saving medical services that impact not only visitor safety but that of residents as well. Alger County has witnessed a 240 percent growth in non-residential emergency runs between 2012 and 2018. Additionally, the number of out-of-state tickets for traffic violations has more than doubled in the past five years.

WHEREAS, The geographic distances between local services, hospitals and the sites of emergency events can be very large. This places further strain on the ability of EMS to respond in a timely manner when multiple calls are received in one day, putting lives at risk.

WHEREAS, Large numbers of tourists impact the cost of emergency services, public safety, as well as county parks and recreation, in local budgets. There is currently no recourse for County governments to levy taxes that impact visitors only in order to account for these increased costs.

WHEREAS, local residents should not be asked to subsidize with their own limited resources the increased costs of tourism. U.P. residents already pay relatively high property taxes, due in part to greater amounts of non-taxable and tax-restricted properties, which shifts the tax burden onto regular property owners. Local voters have also been asked to approve a greater number of special assessments in recent years, due to constrained local revenue in rural counties.

WHEREAS, House Bill 4590, introduced by State Representative Sara Cambensy, provides for a Tourism Reinvestment Excise Tax that, if approved by local voters, would allow Counties the option to tax local room rentals at rate not to exceed 5 percent of the total room rate. The revenue generated would be designated specifically for emergency services, public safety, and county parks and recreation.

BE IT THEREFORE RESOLVED that, the Alger County Board of Commissioners supports the passage House Bill 4590 and that this resolution will be forwarded to State Representative Sara Cambensy, State Senator Ed McBroom, Governor Gretchen Whitmer, the Michigan Association of Counties and the other 82 Michigan Counties.

Alger County is an Equal Opportunity Employer

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution adopted by the Alger County Board of Commissioners at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,



Mary Ann Froberg, Alger County Clerk

Dated: October 21, 2019

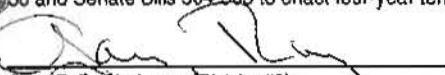


Lapeer County, Michigan
RESOLUTION

**SUPPORTING PASSAGE OF LEGISLATION TO ADOPT 4-YEAR TERMS FOR
COUNTY COMMISSIONERS**

- WHEREAS,** the 1963 Michigan Constitution stipulated four-year terms for the county Board of Supervisors, the preceding body to today's Board of Commissioners; and,
- WHEREAS,** the Legislature voted in 1966 to abolish Boards of Supervisors and formally replace them with Boards of Commissioners after the 1968 elections; and,
- WHEREAS,** Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and,
- WHEREAS,** the scope of duties of a county commissioner has greatly increased in the last century – road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply safety, park operations, economic development efforts, emergency management and response; and,
- WHEREAS,** Michigan is one of only five states in the United States that provides for exclusively two-year terms for county commissioners; and,
- WHEREAS,** all other county and township elected officials in Michigan are elected to terms of at least four years; and,
- WHEREAS,** the position of county commissioner is a highly complex oversight role that requires years to master; and,
- WHEREAS,** legislation to amend state law to enact four-year terms has been filed in the form of House Bills 4937-38 and Senate Bills 504-505; and,
- WHEREAS,** the Michigan Association of Counties supports the legislation as introduced;

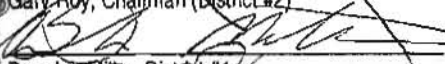
NOW THEREFORE BE IT RESOLVED, that the Lapeer County Board of Commissioners supports House Bills 4937-38 and Senate Bills 504-505 to enact four-year terms for county commissioners.



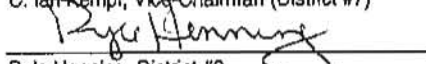
Gary Roy, Chairman (District #2)



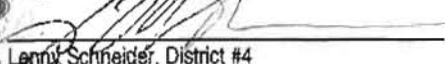
C. Ian Kempf, Vice-Chairman (District #7)



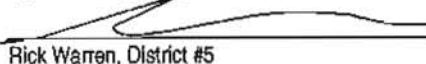
Brenden Miller, District #1



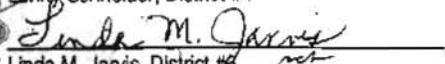
Dyle Henning, District #3



Lenny Schneider, District #4

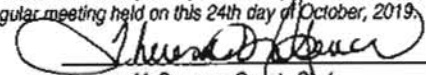


Rick Warren, District #5



Linda M. Jarvis, District #6

I, Theresa M. Spencer, Clerk to the Lapeer County Board of Commissioners, do hereby certify and set my seal to the above resolution as adopted by the Lapeer County Board of Commissioners at their regular meeting held on this 24th day of October, 2019.



Theresa M. Spencer, County Clerk

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BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 8, 2019

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (10/1/19)

WHEREAS, The Executive Director of the Michigan Association of Counties (MAC) has stated that MAC is considering supporting a change to Michigan election law; and

WHEREAS, This change in Michigan law would force candidates for the office of County Commissioner to run as a "non-partisan" candidate and would prohibit said candidates from disclosing their party affiliation on ballots provided to Michigan voters; and

WHEREAS, Preventing disclosure of a candidate's party affiliation needlessly restricts and censors information that Michigan voters have traditionally relied upon to help them select a candidate who shares their values; and

WHEREAS, The proposed change to Michigan election law is not needed as current Michigan law already permits County Commission candidates to withhold information about their party affiliation from being printed on ballots provided to Michigan voters; and

WHEREAS, Under the current law, Commissioner Candidates are able to run for office without being affiliated with a political party and disclosing their affiliation, by running as an independent candidate; Therefore, Be It

RESOLVED That the Bay County Board of Commissions hereby supports providing Michigan voters with full information about their candidates for County Commissioner, and hereby opposes forcing a candidate for County Commissioner to run as a "non-partisan" candidate; Be It Further

RESOLVED That a copy of this resolution be forwarded to State Senator Kevin Daley, State Representatives Brian Elder and Annette Glenn, the Michigan Association of Counties, and all Michigan Counties within two weeks of adoption.

THOMAS M. HEREK, CHAIR AND COMMITTEE

Opposition to County Commissioner Candidates Non-Disclosure Legislation

Resolution introduced by Commissioner Michael E. Lutz, 7th District

MOVED BY COMM. HEREK

SUPPORTED BY COMM. LUTZ

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COONAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

VOTE TOTALS:

ROLL CALL: YEAS ___ NAYS ___ EXCUSED ___

VOICE: X YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED X DEFEATED ___ WITHDRAWN ___

AMENDED ___ CORRECTED ___ REFERRED ___

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