



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, July 28, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Prayer - Commissioner Young
Pledge of Allegiance - Commissioner Vaughan
Roll Call - Clerk Fetting

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Adoption of Agenda

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Brief Public Comment Period for Agenda Items Only

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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
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
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
MAC Finance Committee
TRIAD
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

DuRussel

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

Grimshaw

Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

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 (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, July 14, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, July 14, 2022, to order at 8:00 AM local time.

Prayer - Commissioner DuRussel

Pledge of Allegiance - Commissioner Grimshaw

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Shirley Schaefer, Michael Clinesmith, Shelly Lutz, Laura Boyke-Hawes

Also Present Virtual: Tracy Violet, Nick Sakon, Donald Derryberry, Steve Root, Christy Poulos, Renee Francisco, Mary Drier, Clayette Zechmeister, Amanda Ertman, Jon Ramirez, Cody Horton, Mike Slade, Kim Brinkman, Matt Brown, Mark Haney, Bob Baxter, Steve Anderson, Barry Lapp, Pam Shook

At 8:03 a.m., there were a total of 15 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda

2022-M-135

Motion by Thomas Young, seconded by Kim Vaughan to adopt the agenda as amended. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes

2022-M-136

Motion by Thomas Young, seconded by Kim Vaughan to adopt the meeting minutes from the June 30, 2022 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2022-M-137

Motion by Thomas Young, seconded by Kim Vaughan that the Consent Agenda Minutes and Consent Agenda Items from the July 11, 2022 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Revised Tuscola County Advisory Council on Aging By-Laws -
Move to approve the updated Tuscola County Advisory Council on Aging By-Laws. Also, approve the signature on the updated By-Laws.
2. Tuscola County Medical Care Facility Funds Transfer Request -
Move that per the request from the Medical Care Community Chief Executive Officer, Brenda Kretzschmer, that \$219,785.40 be transferred from the Voted Medical Care Facility Fund (298) to the regular Medical Care Facility Fund (291) for the item listed in the July 7, 2022 letter.
3. Michigan Works Internship Program at Dispatch -
Move to approve the use of the Michigan Works Young Professionals (Internship) Program at Dispatch. Also, to approve signature on the Michigan Works! Worksite Agreement.
4. Use of the Courthouse Lawn by the Friends of the 4-H Group on July 13, 2022 -
Move to approve the use of the Courthouse Lawn on July 13, 2022 by the Friends of the 4-H Group.

New Business

1. Letter of Understanding - Police Officers Association of Michigan (POAM) and Tuscola County - Payment of Road Deputies Retention Bonus to Samuel Gaiser -
Shelly Lutz provided an update on the letter of understanding and the agreement that has been reached with the union representatives.

2022-M-138

Motion by Dan Grimshaw, seconded by Thomas Young to approve the Letter of Understanding between the Police Officers of Michigan (POAM) and Tuscola County regarding payment of Road Deputy Retention Bonus to Samuel Gaiser, not to be used as a precedence for any other employee. Motion Carried.

Old Business

1. Road Commission Board (matter added) -
Commissioner Vaughan would like the matter of an appointed versus elected Road Commission Board taken to the Tuscola County residents for a vote. Board discussed the matter of how the Board originally was appointed and transitioned to elected years ago. Board discussed the current elected Board and how it is not elected by Districts. Board also discussed if transitioned to appointed that it would take 6 years to make the transition.

2022-M-139

Motion by Kim Vaughan, seconded by Thomas Bardwell to have the paperwork prepared by Legal Counsel to have the matter of the Road Commission Board to be an appointed Board rather than an elected Board with the matter to be placed on the November 8, 2022 ballot.

Yes: Thomas Bardwell and Kim Vaughan

No: Thomas Young, Doug DuRussel, and Dan Grimshaw

Motion Failed.

2. Mid-State Health Network Appointment Correction (matter added) -
A portion of the title of the Board that John Hunter was appointed to was left out in error in the appointment motion.

2022-M-140

Motion by Dan Grimshaw, seconded by Thomas Young Motion to correct item #1 in the June 30, 2022 Consent Agenda to reappoint John Hunter to the Substance Use Disorder Policy board for a 3-year term which would expire August 31, 2025. Motion Carried.

Correspondence/Resolutions

1. City of Caro - Notice of Public Hearing - Plant Rehabilitation District Board discussed the matter as to what building is being referenced.
2. Tuscola Sobriety Court and Mental Health Court Graduation Ceremony Invitation
3. District Update from Senator Kevin Daley
4. Mecosta County Resolution 2022-11
Board discussed the matter.
5. Berrien County Honorary Resolution - Nick Jewell
6. Floodplain Discussion - Board discussed the matter.

Commissioner Liaison Committee Reports

DuRussel

Board of Health -
Meets tomorrow.

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Grimshaw

No Report

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

Vaughan

No Report

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

Bardwell

No Report

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison -
Bridge in Akron Township to be replaced with state funds.

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

Jail Planning Committee

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Other Business as Necessary

-Courthouse Stained Glass Window - Commissioners wondered where the project is at on the schedule for repair. Clerk Fetting stated that she believes it is planned for 2023.

-Clayette Zechmeister provided an update on the Plant Rehabilitation District and the taxable value.

At 9:25 a.m., there were a total of 22 participants attending the meeting virtually.

Extended Public Comment

-Michael Clinesmith addressed the Board regarding election integrity in Vassar Township.

-Shirley Schaefer addressed the Board regarding election integrity and information if people want to be involved in the election process.

-Jodi Fetting addressed Joanna Samuelson receiving two Voter ID cards as she presented at the last Board of Commissioners meeting and explained why that happened. Joanna still has not contacted the County Clerk's office in order to resolve the matter.

Adjournment

2022-M-141

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 9:49 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk

DRAFT



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, July 25, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, July 25, 2022, to order at 8:02 a.m. local time.

Roll Call - Chief Deputy Clerk Elenbaum

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw(arrived at 8:10 a.m.)

Commissioners Absent: None

Others Present In-Person: Eean Lee, Clayette Zechmeister, Curtis Elenbaum, Mike Miller, John Tilt, Charles Heinlein, Judge Nancy Thane, Sheriff Glen Skrent, Linda Strasz, Nancy Cook, Karen Southgate, Andy Daniels, Gary Fritz, Pam Shook, Treasurer Ashley Bennett, Debbie Babich

Also Present Virtual: Jon Ramirez, Christy Poulus, Cody Horton, Don Derryberry, Mary Drier, Matt Brown, Robert McKay, Stephen Root, Amanda Ertman, Debbie Babich, Barry Lapp, Renee Francisco, Shannon Beach, Terri Lynn Eden, Robert Baxter, Mark Haney, Kim Brinkman, Clerk Jodi Fetting, Tyler Ray

At 8:03 a.m., there were a total of 15 participants attending the meeting virtually.

County Updates

None

New Business

1. Tuscola County Victim Services Program -
Nancy Cook, Victim Services Coordinator, expressed to the board the current state of the program which Victims of Crime Acts funding will end September 30, 2022 leaving the program unfunded as of October 1, 2022. Nancy has applied for new funding but is asking for financial backing from the County in the event that a grant is unable to be obtained. The Board discussed the great importance of the program to the community. Judge Nancy Thane voiced her support for the County to bridge the gap for funding due to the detrimental effects that would result from losing the program. Matter to be added to Thursday's agenda.

2. Child Care Fund Fiscal Year 2023 -
Linda Strasz, Chief Probation Officer, reviewed the current state of the program and how it is funded while presenting the Child Care Fund Budget for Fiscal Year 2023 to be approved. Matter to be added to Thursday's agenda.
3. Child Care Fund Projected Costs and In-Home Care Parent Education and Supervised Visitation Education Program -
Karen Southgate, Director Michigan Department of Health and Human Services (MDHHS), reviewed the workings of the program with the Board and the necessity of continuation of funding for it. Matter to be added to Thursday's agenda.
4. 2022-2023 Michigan Department of Health and Human Services (MDHHS) Contract with List Psychological Services -
Karen Southgate, MDHHS Director, reviewed with the Board the proposed contract continuation with List Psychological Services. Matter to be added to Thursday's Agenda.

Judge Nancy Thane echoed the needs of support for all of the needs expressed thus far and explained how the lack of facilities to house the Juveniles is problematic due to the lack of funding and support from the State. The Judge heralded all the efforts being made by all involved in Tuscola County.

5. Andy Daniels, Hills & Dales General Hospital (HDGH) CEO - (matter added)
Andy Daniels reviewed the current state of affairs and accomplishments at HDGH and echoed the difficulties that have arisen regarding transportation for Health Care Services. The Board discussed the matter.
6. Tuscola County Parks and Recreation Master Plan for 2023-2027 -
Terri Lynn Eden, a Representative for the Parks and Recreation Committee, presented the Tuscola County Parks and Recreation Master Plan for 2023-2027 which is prepared for adoption by the County. Terri believes they should be able to secure grants from the State of Michigan for the funding of projects laid out within. Matter to be added to Thursday's agenda.
7. Michigan Association of Counties (MAC) Tuscola County Update -
Clayette Zechmeister gave an update of the current status of Tuscola County's participation and benefits of being a member of Michigan Association of Counties. The Board discussed becoming more involved in the various committees and programs.
8. Proposed Resolution for the Official Ballot Language Regarding a New County Jail and Sheriff's Facility Bond Proposition -
Clayette Zechmeister presented the proposed language put together by the committee and legal counsel. A resolution will be required by the Board for submission to meet the deadline for placing the proposal on the ballot for the November 8, 2022 election. Sheriff Glen Skrent expressed to the Board the matter of operating costs of the jail and the current state of being minimally staffed and having Officers constantly on overtime. Matter to be placed on Thursday's agenda.

9. Managed Assigned Council Administrator Appointment Update -
Clayette Zechmeister explained that Geoffrey Stuart, the candidate for appointment, was unable to attend today but can be available for the Board Meeting Thursday. Matter moved to Thursday's agenda.
10. 2023 Road Commissioner Pay and 2023 Board of Commissioner Pay -
Clayette Zechmeister explained that if the Board were to be considering wage increases for the Board of Commissioners, it would have to be completed before the conclusion of the 2022 election. The board discussed mileage compensation allowable for attendance of committee meetings versus regular board meetings. Matter to be placed on Thursday's agenda.
11. Tuscola County Economic Development Commission (EDC) -
Gary Fritz, Co-Chair of Tuscola County EDC, expressed to the board the recent accomplishments and the positive effect made in the community by Vice-Chairman and Director Steve Erickson. The EDC is requesting bargaining power to retain him by requesting an increase of funds to their annual budget so they can increase the positions salary by \$10,000.00. EDC Board Member John Tilt also voiced his support. Matter discussed at length and to be added to Thursday's agenda.

Recessed at 10:14 a.m.

Reconvened at 10:24 a.m.

At 10:24 a.m. there were a total of 20 participants attending the meeting virtually.

Old Business

1. Region VII Area Agency on Aging's Proposed Multi-Year Plan for Fiscal Years 2023-2025 -
Clayette Zechmeister presented the proposed Multi-Year Plan for Fiscal year 2023-2025 from the Region VII Area Agency on Aging. Matter to be added to the Consent Agenda.

Finance/Technology

Primary Finance/Technology

1. Tuscola County Investment Reports -
Ashley Bennett, Tuscola County Treasurer, provided a report on the County's investments. Commissioner Grimshaw requested a review of the County's investment policy.
2. American Rescue Plan Act (ARPA) Update -
Debbie Babich, Fiscal Personnel Analyst, provided reports showing the current tracking of ARPA funds utilization for Tuscola County. Commissioner Young stated the Recycling Center's request for driveway paving, Cass City's request to renovate their 40-year-old wastewater treatment plant, and Denmark Township's request for assistance in replacing failing sewer Lagoons as high priority among the extensive list. The Board reviewed the list and discussed the logistics of prioritizing and how to appropriate the funds to the proposed projects in need of assistance. Denmark Township Supervisor Charles Heinlein

addressed the Board concerning their request and shared details about how much planning has been accomplished for it. Matter to be added to Thursday's Agenda.

3. FY 2023 Crime Victims' Rights Program (CVRP) - 2023 -
Clayette Zechmeister provided information explaining the Victim Rights award to the Prosecutor's Office was approved and their new allocated amount for FY 2023 is \$99,147.00
4. FY 2023 Tuscola County Veterans Affairs -
Clayette Zechmeister provided information explaining the County Veterans Service Fund Grant Application and that it was approved for the awarded amount of \$64,052.00
5. Tuscola County Indigent Defense FY 2023 Plan Approved -
Clayette Zechmeister provided an update stating the State of Michigan approved the Indigent Defense FY 2023 Plan that was previously approved by the Board.
6. 2020 to 2021 All Funds Audited Fund Balance Comparisons -
Clayette Zechmeister discussed the report provided to the Board showing comparisons of fund balances from 2020 to 2021.
7. Tuscola County Qualifying Statement Compliance -
Clayette Zechmeister provided and reviewed the report with the Board.
8. 2022 General Fund Mid-Year Review -
Clayette Zechmeister presented and pointed out potential adjustments that will be needed.
9. 2022 Special Revenue Funds Mid-Year Review -
Clayette Zechmeister presented and pointed out potential adjustments that will be needed.

On-Going and Other Finance

None

On-Going and Other Technology

Eean Lee, Chief Information Officer, provided an update to the Board that included implementation of new software for the Treasurers' Office as well as the Tuscola County Jail. Eean also mentioned the increase in cyber security due to the rise of phishing attacks. He is also working on updating the County's Cyber Incident Response Plan.

Building and Grounds

Primary Building and Grounds

1. Tuscola County Managed Assigned Council Office Space -
Clayette Zechmeister explained the current proposal of moving the office to the space available above the current location. Eean Lee inquired about renovation costs as all of the current networking equipment and wiring at the current location was installed by his staff.

2. Information Technology and Emergency Response Office Space Update -
Mike Miller updated the Board that meetings have been held with some Architects and Department Heads. He is hopeful to have something to present at the next Committee of the Whole Meeting.
3. Courthouse Cooling Tower -
Mike Miller explained the need to the Board and has received a quote for the replacement. He will get the information to Clayette to provide for Thursday's meeting in order to approve the expenditure as orders are estimated to take 18 weeks to fulfill. Matter to be added to Thursday's agenda.

On-Going and Other Building and Grounds

1. State Police Building Annexation -
Clayette Zechmeister provided an update explaining that the TISD annexation is not complete as the Almer Township resolution needs correcting. This step is needing to be completed before the State Police Building can be annexed.

Personnel

Primary Personnel

1. Municipal Employees Retirement System (MERS) Officer Delegation Appointment -
Clayette Zechmeister presented that Human Resources Director Shelly Lutz has been selected to be the MERS officer delegate with HR/Finance Assistant Angie House selected as the alternate. Matter to be added to the Thursday's agenda.
2. Municipal Employees Retirement System (MERS) Employee Delegation Appointment -
Clayette Zechmeister presented that the MERS employee delegate was selected by popular vote of employees via email. The winner to be selected was Lieutenant Brian Harris with the alternate selected to be Sergeant Detective Joshua Herman. Matter to be added to Thursday's agenda.
3. Full-Time Corrections Officer Position -
Clayette Zechmeister presented the request from Undersheriff Robert Baxter to hire Joseph Burl for the vacant full-time Corrections Officer position. Matter to be added to the Consent Agenda.
4. Full-Time Road Patrol Officer Position -
Clayette Zechmeister presented the request from Undersheriff Robert Baxter to hire Ryan Warchuck for the vacant road patrol position. Matter to be added to the Consent Agenda.
5. Animal Control Officer Appointment on Vacant Position -
Clayette Zechmeister explained the recent Director appointment created a vacancy for a full-time position that they are requesting to be filled by promoting Miranda Weigold who is currently a part-time employee. Matter to be added to the Consent Agenda.

6. Appointment to Planning Commission - Partial Term
Curtis Elenbaum presented on behalf of Clerk Fetting regarding a request from Lonnie Kester to appoint Lori Selvidge to fulfill the term held by Ann Westover that is expiring December 2022. Matter to be added to the Consent Agenda.

On-Going and Other Personnel

1. Feasibility Study for a Tuscola County Public Defenders' Office
No Update.

Other Business as Necessary

1. Animal Control Ordinance -
Clayette Zechmeister reported that the project is still in progress.
2. Opioid Settlement Distributions Update -
Clayette Zechmeister reported that there has been little new information available other than a potential distribution in August.
3. Flood Plain Information -
Commissioner Grimshaw raised concerns about the authority and responsibility of Building Codes concerning the flood plain. The board discussed. Clayette Zechmeister to reach out to Safebuilt for clarification.
4. Sheriff's Safe (matter added) -
Commissioner Bardwell presented pictures of a safe from the late 1800s that was located in the Sheriff's Department building. Sheriff Glen Skrent contacted him wondering what to do with it. The Board discussed advising to put it up for auction.

Public Comment Period

-Pam Shook voiced her concerns regarding Vanderbilt Park. Clayette Zechmeister will arrange a meeting with Building and Grounds Director and provide an update to the Board.

Adjournment

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 12:41 a.m. Motion Carried.

Curtis Elenbaum
Tuscola County Chief Deputy Clerk



Clayette Zechmeister <zclay@tuscolacounty.org>

Fwd: Appointment

Jodi Fetting <jfetting@tuscolacounty.org>

Mon, Jul 25, 2022 at 3:26 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Curtis Elenbaum <celenbaum@tuscolacounty.org>

Clayette,

This is the information that I have regarding Lonnie's request to have Lori appointed.

Jodi



----- Forwarded message -----

From: **Angie House** <ahouse@tuscolacounty.org>

Date: Wed, Jul 20, 2022 at 4:24 PM

Subject: Appointment

To: Jodi Fetting <jfetting@tuscolacounty.org>

Hi Jodi,

Lonnie Kester stopped by my office today and asked if I would let you know that Lori Selvidge would like to be appointed to the Planning Commission. Her phone number is [REDACTED]

Lonnie would also like it added for Monday's COW agenda 7/25/2022 if possible. Please let Clayette know what information you want added to the agenda for Lori's appointment.

Thank you.

Angie House

HR/Finance Assistant

Controller's Office

989-672-3701

For County Services visit us at

www.tuscolacounty.org

July 20, 2022

To the Tuscola County Board of Commissioners:

I am writing to inform you that the VOCA grant that provided funding for the full-time position of Victim Services Coordinator at the Sheriff's Office has been dissolved. Funding will end as of September 30, 2022.

Over the past few years, the amount of grant funding has drastically decreased. The VOCA grant, has been replaced with a grant that prioritizes Culturally Specific Nonprofit programs. I submitted an application in June, but was informed by the State Coalition that we would not likely receive any funding. They recommended asking the County to create a new position or ask to utilize ARPA funds, as they foresee all Federal and State grant funding to eventually move in the same direction as VOCA.

I continue to try and locate other grants, but at this time they are not open for competitive applications. They are currently running on an annual allocation award, but every 2-3 years they open up for competitive application opportunities. Some of the grants that this program would qualify for could possibly be available in the next 1-2 years.

I am asking the board to consider utilizing available ARPA funds to continue the Victim Services Program from October 2022- December 2026, while I continue to try and secure grant funding from another source. As a second option, consider creating a new county position would remove the need to rely on any future grant funding.

If this position is not continued, it will make it more difficult to apply for grants in the future. It will also place an extra burden on the Clerks office, Probate/Family Court, Prosecutors office and especially the Sheriff's office and deputies. All of these divisions rely on victim services to assist clients they are not able to help. The number of hours that are required by the county to assist crime victims does not disappear just because there is not a Victim Services Coordinator. The need remains and at this time, the need is greater than ever with everyone backlogged from the Covid epidemic and dealing with the aftermath. I also provide services that the county is not able to provide to our residents because of the leeway that I have been afforded to provide confidential services, offer assistance in completing court forms, guiding people through the court system, and providing support through direct and flexible services.

Sincerely,


Nancy Cook

Victim Services Coordinator

Tuscola County Victim Services

989-673-8161 ext. 2

VICTIM SERVICES PROPOSAL

July 2022

For over 25 years this Tuscola County Victim Services (TCVS) has been an essential service in Tuscola County. It began as a crisis response service in 1995 and was later determined that there was a need for full time services that focuses on crime victims needs. The position of Victim Services Coordinator was created and has been entirely grant funded until now.

Over its 25-year history, this program has evolved to not only providing 24/7 direct services to crime victims, but as a checks and balance in the criminal justice system. TCVS has immediate access to domestic violence and adult/child sexual assault reports at the Sheriff's office. The coordinator provides direct services to victims and their families in the form of ongoing support, crisis counseling, emergency legal advocacy, information/referrals, accompaniment to interviews, court appearances, personal advocacy, emergency financial assistance (for security/transportation) and act as a liaison between the prosecutor's office, law enforcement agencies and victims. This agency assists all crime victims, but has focused on victims of domestic violence, adult and child sexual/physical abuse, elder abuse, stalking and assisting them in obtaining Personal protection Orders (PPO's). This program also manages all subsequent PPO violations in Tuscola County. The county does not have any other alternatives for victims seeking PPO's at no cost.

According to the Tuscola County Dispatch 2021 Annual Report, they received the following number of calls: 858 Domestic Complaints, 210 Assaults, 182 Child Abuse, 191 Criminal Sexual Conduct, 17 Stalking, 588 Harassment/Threats, and 93 PPO Violations. This report only reflects the initial call, and does not account for call outs such as suspicious situation, trespassing, welfare checks, etc. that ultimately classified as domestic violence.

Many domestic and civil cases are referred to this office to obtain information about and assistance in obtaining Personal Protection Orders. This relationship also helps in ensuring that Personal Protection Orders are completed accurately, entered into the Law Enforcement Information Network correctly, are being served on the respondent quickly, and are being enforced to increase the safety for petitioners. Tuscola County Victim Services provided assistance with 125 PPO's in 2020 and 132 PPO's in 2021. The total number of victims served in 2020 was 303 and 284 in 2021. Over half of the clients served were victims of Domestic Violence, Stalking, and Child Sexual Abuse. The coordinator was considered an essential worker throughout the Covid Epidemic and was required to meet with people in person to provide crisis support services and trauma recovery services for victims. Other services provided for 2020 and 2021 are as follows:

Types of services:	2021	2022
Information about the CJ process	345	291
Information about victim rights, Notification of rights	237	231
Referrals to other services, supports and resources	507	451
Individual Advocacy – housing, counseling, employment, other	235	162
Crisis Intervention (phone and in person)	547	493
On scene crisis response (out of the office emergency)	2	3
Notification of Criminal Justice events	144	151
Law Enforcement Advocacy	211	161
Criminal Justice Advocacy	46	94
Prosecution advocacy	11	60

Crime rates and civil disputes continues to rise and police departments are understaffed. Crime victims, especially domestic & sexual violence and abuse are often faced with unique unexpected challenges. Officers do not have time to address specific needs of victims and are unaware of area services. Since Tuscola County is such a diverse population, it is important to offer services based on individual needs. Victims that are isolated do not have access to and/or are not aware of programs that meet specific needs or. Without support, many victims become frustrated or retract statements. Officers often rely on TCVS for assistance, information, and immediate crisis intervention. Filing court forms can be difficult and confusing, resulting in denied Orders or petitions being incomplete. Many residents are unaware of their rights, resources available or that there is crime victim compensation available.

Tuscola County Victim Services has established strong relationships with several agencies in Tuscola County who also serve our clients. TCVS and other local agencies believe that collaboration with community agencies and coordination of services is essential in providing quality services to our mutual clients and in reducing the trauma of domestic violence, sexual assault and child abuse. TCVS has established good working relationships with local law enforcement, judges, clerks, county jail, prosecutor's office, and Central Dispatch in Tuscola County. TCVS continues to be a common referral source for all victims of crime in the county. Local law enforcement Officers inform this office of reported domestic violence and sexual assaults for the coordinator to make contact with crime victims when they feel there are unmet needs of those they come into contact with. Many domestic and civil cases are referred to this office to obtain information about and assistance in obtaining Personal Protection Orders. This relationship also helps in ensuring that Personal Protection Orders are completed accurately, entered into the Law Enforcement Information Network correctly, are being served on the respondent quickly, and are being enforced to increase the safety for petitioners.

Estimated project cost. \$92,704.00

Please see attached estimated budget request that was submitted with the last grant application.

The attached budget is just an example of the funding necessary to maintain the victim services program. Reductions could be made in the areas of training, travel, supplies, postage and/or emergency financial assistance for victims of crime for the time being. Additions are possible for the county to add an Indirect Costs line item to receive reimbursement for the general operational fund.

As a grant funded position, this position does not receive annual payouts for unused sick/vacation time and does not receive overtime benefits.

The section of the ARPA legislation that allows for this project to be appropriately funded.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule U.S. Department of the Treasury -January 2022

USES OF FUNDING Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

1. Supporting the public health response Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments.

Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- Services to address behavioral healthcare needs exacerbated by the pandemic, including: }
Mental health treatment } Substance misuse treatment } Other behavioral health services }
Hotlines or warmlines } Crisis intervention } Services or outreach to promote access to health and social services
- Payroll and covered benefits expenses for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered

benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels. Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.
- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - o Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - o Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - o Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - o Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemicAs discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.
- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above. Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach.

This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:

AS OF JANUARY 2022 23 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support - School-based social-emotional support and other mental health services

- Referrals to trauma recovery services for crime victims.

Budget Detail (10 points) for Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Agency: Tuscola County
 Application: Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

FOR OFFICE USE ONLY: Version # _____ APP # 739755

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkli
DIRECT EXPENSES								
Program Expenses								
1 Salary and Wages								
Coordinator Notes : Victim Service Coordinator Attachment : COORD_1_job description.pdf	2080.0000	26.630	0.000	HRS	55,390.00	55,390.00	0.00	0.
2 Fringe Benefits								
FICA	0.0000	7.650	55390.00		4,237.00	4,237.00	0.00	0.
Worker's Compensation	0.0000	0.500	55390.00		277.00	277.00	0.00	0.
Health Insurance	0.0000	36.000	55390.00		19,940.00	19,940.00	0.00	0.
Retirement	0.0000	9.900	55390.00		5,484.00	5,484.00	0.00	0.
Life Insurance	0.0000	0.200	55390.00		111.00	111.00	0.00	0.
Total for Fringe Benefits					30,049.00	30,049.00	0.00	0.
3 Employee Travel and Training								
Training Registration Notes : Registration fees for the CSRS	0.0000	0.000	0.000		500.00	500.00	0.00	0.

Budget Detail (10 points) for Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Agency: Tuscola County

Application: Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkit
approved skill building trainings and CSRS approved conferences for the CSRS funded staff.								
Lodging Notes : Lodging expenses for CSRS funded staff to attend CSRS approved training/conferences out of the local area. Lodging will be reimbursed at the current state rate, plus resort fees, parking fees and taxes if imposed. If Conference /training lodging is held at a location that is above state rate, CSRS funds will be charged accordingly as per contract agreement allowances.	0.0000	0.000	0.000		500.00	500.00	0.00	0.
Mileage-Mileage Reimbursement at state rate Notes : Mileage for CSRS funded staff to travel to CSRS approved trainings/conferences and additional CSRS meetings. Mileage will be reimbursed at the current state rate.	0.0000	0.000	0.000		300.00	300.00	0.00	0.
Per Diem-Meal reimbursement at current state Notes : Meals for CSRS funded staff when attending approved skill building	0.0000	0.000	0.000		240.00	240.00	0.00	0.

Budget Detail (10 points) for Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Agency: Tuscola County

Application: Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkit	
trainings and conferences that do not provide meals otherwise for the duration of training/conference attendance.									
Total for Employee Travel and Training					1,540.00	1,540.00	0.00	0.	
4 Supplies and Materials									
Office Supplies Notes : Consumables- general office supplies for daily operation of program services and victim assistance to include but not limited to paper, printing supplies, pens, paperclips, staples, files, folders, client written information, client forms to be completed, printer ink, tissue, binders, victim resources not published by this agency, and business cards.	0.0000	0.000	0.000		750.00	750.00	0.00	0.	
Postage Notes : Postage as needed to conduct business, mail informational packets, personal protection orders and other advocacy on behalf of clients, and for bill payment.	0.0000	0.000	0.000		120.00	120.00	0.00	0.	
Total for Supplies and Materials					870.00	870.00	0.00	0.	

Budget Detail (10 points) for Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Agency: Tuscola County

Application: Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Line Item	Qty	Rate	Units	LOM	Total	Amount	Cash	InKil
5 Subawards - Subrecipient Services								
6 Contractual - Professional Services								
7 Communications								
Cellular Telephone Service	0.0000	0.000	0.000		900.00	900.00	0.00	0.
Notes : Cell phone service through Verizon for funded CSRS Victim Service Coordinator for program operations and direct services billed monthly.								
8 Grantee Rent Costs								
9 Space Costs								
10 Capital Expenditures - Equipment & Other								
11 Client Assistance - Rent								
12 Client Assistance - All Other								
Relocation	0.0000	0.000	0.000		2,000.00	2,000.00	0.00	0.
Notes : Assistance is limited to \$2000.00 per victim, per case, paid to on their behalf to landlords when necessary for the safety and well being of the victim These expenses may include transportation to a new location, reasonable moving expenses, security deposits, utilities, and rental								

Budget Detail (10 points) for Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Agency: Tuscola County
 Application: Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkit	
assistance for first and last months.									
Emergency Financial Assistance	0.0000	0.000	0.000		1,000.00	1,000.00	0.00	0.	
Notes : Assistance is limited to \$300.00 per victim per case, paid on their behalf or provided in the form of gas card. Assistance will be for victims to participate in the criminal justice process, that may include gas, meals, local transportation passes, respite/daycare, Assistance may also include safety provisions for victims, such as repairing or replacing locks and windows, hotel lodging and transportation costs to seek shelter.									
Total for Client Assistance - All Other					3,000.00	3,000.00	0.00	0.	
13 Other Expenses									
Membership	0.0000	0.000	0.000		155.00	155.00	0.00	0.	
Notes : Annual membership for Michigan Coalition to End Domestic and Sexual Violence.									
14 Volunteer Salary and Wages									
15 Volunteer Fringe Benefits									
16 Volunteer Training									
Training Registration	0.0000	0.000	0.000		500.00	500.00	0.00	0.	

Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkit
Notes : For match volunteers to participate in CSRS approved training/conference registrations.								
Volunteer Travel	0.0000	0.000	0.000		300.00	300.00	0.00	0.
Notes : For match volunteers to travel to attend CSRS approved trainings/conferences.								
Total for Volunteer Training					800.00	800.00	0.00	0.
Total Program Expenses					92,704.00	92,704.00	0.00	0.
TOTAL DIRECT EXPENSES					92,704.00	92,704.00	0.00	0.
INDIRECT EXPENSES								
Indirect Costs								
1 Indirect Costs								
2 Cost Allocation Plan (CAP)								
Total Indirect Costs					0.00	0.00	0.00	0.
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00	0.
TOTAL EXPENDITURES					92,704.00	92,704.00	0.00	0.

Budget Detail (10 points) for Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Agency: Tuscola County
 Application: Culturally Specific Responsive Services for Underserved Victims of Crime - 2023

Line Item	Qty	Rate	Units	LOM	Total	Amount	Cash		
5 Subawards - Subrecipient Services									
6 Contractual - Professional Services									
7 Communications									
Cellular Telephone Service	0.0000	0.000	0.000		900.00	900.00	0.00	0.	
Notes : Cell phone service through Verizon for funded CSRS Victim Service Coordinator for program operations and direct services billed monthly.									
8 Grantee Rent Costs									
9 Space Costs									
10 Capital Expenditures - Equipment & Other									
11 Client Assistance - Rent									
12 Client Assistance - All Other									
Relocation	0.0000	0.000	0.000		2,000.00	2,000.00	0.00	0.	
Notes : Assistance is limited to \$2000.00 per victim, per case, paid to on their behalf to landlords when necessary for the safety and well being of the victim These expenses may include transportation to a new location, reasonable moving expenses, security deposits, utilities, and rental									

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

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

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 28th day of July, 2022 with the meeting called to order at 8:00 a.m.

**COUNTY OF TUSCOLA
RESOLUTION 2022-14
SUBMITTING TO THE TUSCOLA COUNTY ELECTORS A QUESTION OF
WHETHER THE COUNTY MAY ISSUE BONDS
FOR THE PURPOSE OF CONSTRUCTING, FURNISHING, AND EQUIPPING, A NEW
COUNTY JAIL AND SHERIFF'S FACILITY**

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held on the 28th day of July, 2022, at 8:00 a.m., Eastern Time, in the Tuscola County Building in Caro, Michigan there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____.

WHEREAS, the County Board of Commissioners for the County of Tuscola, Michigan (the "County") has determined that it is in the best interest of the County and deemed it necessary to construct, furnish, and equip a new County Jail and Sheriff's Facility (the "Project"); and

WHEREAS, the County Board of Commissioners has determined that in order to finance the Project it will be necessary to submit to the County voters, the proposition to issue general obligation unlimited Tax Bonds in one or more series for the Project; and

WHEREAS, the County Board of Commissioners wishes to submit the question of raising, borrowing and expending funds, and to issue general obligation unlimited Tax Bonds in one or more series for the Project to the electors of Tuscola County ("Bond Proposition") at the general election to be held on Tuesday, November 8, 2022 (the "General Election"); and

WHEREAS, the County Clerk shall publish a Notice of the last day of Registration and a Notice of Proposal to be submitted at the General Election which must include the final language of the Bond proposition; and

WHEREAS, the County Board of Commissioners wishes to approve such Bond proposition and authorize the County Clerk to proceed with the necessary notices for such General Election.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF TUSCOLA, STATE OF MICHIGAN, as follows:

1. The County shall submit to the registered electors residing within the boundaries of the County of Tuscola the Bond proposition set forth in paragraph 3 below at the General Election on Tuesday, November 8, 2022.
2. The County Clerk shall cause a Notice of Registration and a Notice of Bond Proposition to be submitted at the General Election to be published as required by law.
3. The Board of Commissioners certifies to the County Clerk the following Bond proposition which shall be submitted to the qualified electors of the County of Tuscola at the General Election on Tuesday, November 8, 2022:

OFFICIAL BALLOT

**COUNTY OF TUSCOLA
STATE OF MICHIGAN**

**NEW COUNTY JAIL AND SHERIFF'S FACILITY
BOND PROPOSITION**

Shall the County of Tuscola, State of Michigan borrow the sum of not to exceed Forty-Four Million Dollars (44,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series for the purpose of constructing, furnishing and equipping a new Tuscola County Jail and Sheriff's Facility located at 420 Court Street, Caro, Michigan, including parking, landscaping, access roadways and other appurtenances?

The maximum number of years that a series of bonds may be outstanding is not more than thirty (30) years. The estimated millage in the first year of levy to repay the bonds is 0.9829 Mills.

If approved in full, this bond issue will raise an estimated \$2,033,240 in the first calendar year of the levy based on taxable value.

YES []

NO []

4. The Tuscola County Clerk, County Attorney and all other County officials, are authorized and directed to take all actions required by law to include this bond proposition on the ballot at the General Election on November 8, 2022.

5. The General Election shall be held in accordance with the General Election Laws of the State of Michigan.
6. The bond proposition to be voted in the ballot to be used in the General Election for the purpose of submitting the foregoing proposition to electors shall be substantially in the form set forth in Appendix A.
7. The County Clerk is authorized to take whatever action is necessary under the Election Laws of the State of Michigan to notify electors of the County of Tuscola of the proposition being submitted at the November 8, 2022 General Election and of the last day of registration therefor. The Clerk shall cause appropriate registration and election notices to be published as required by the State Election Law in The Tuscola County Advertiser, Caro, Michigan a newspaper of general circulation in the County.
8. All existing or previous resolutions and parts of resolutions, insofar as they may conflict with the provisions of this resolution, are hereby rescinded to the extent necessary to avoid such conflict.

AYES: Commissioners: _____

NAYS: Commissioners: _____

ABSENT: Commissioners: _____

ABSTAIN: Commissioners: _____

RESOLUTION DECLARED ADOPTED.

Date _____

 Thomas Bardwell, Chairperson
 Tuscola County Board of Commissioners

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Tuscola at its meeting held on the 28th day of July, 2022 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

DATED: _____, 2022

 Jodi Fetting, Clerk,
 County of Tuscola

APPENDIX A

OFFICIAL BALLOT

**COUNTY OF TUSCOLA
STATE OF MICHIGAN**

**NEW COUNTY JAIL AND SHERIFF'S FACILITY
BOND PROPOSITION**

Shall the County of Tuscola, State of Michigan borrow the sum of not to exceed Forty-Four Million Dollars (44,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series for the purpose of constructing, furnishing and equipping a new Tuscola County Jail and Sheriff's Facility located at 420 Court Street, Caro, Michigan, including parking, landscaping, access roadways and other appurtenances?

The maximum number of years that a series of bonds may be outstanding is not more than thirty (30) years. The estimated millage in the first year of levy to repay the bonds is 0.9829 Mills.

If approved in full, this bond issue will raise an estimated \$2,033,240 in the first calendar year of the levy based on taxable value.

YES []

NO []

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

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

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 28th day of July, 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____,
seconded by Commissioner _____,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION 2022-15

ADOPTION OF TUSCOLA COUNTY PARKS AND RECREATION 5-YEAR MASTER PLAN FOR 2023 THROUGH 2027

WHEREAS, The Tuscola County Parks and Recreation Commission has undertaken a Five-Year Parks and Recreation Master Plan which describes the physical features, existing recreation facilities, and the desired actions to be taken to improve and maintain recreation facilities during the period of 2023 through 2027; and

WHEREAS, an open public meeting for review was held on April 20, 2022 at 3:30 p.m. at the Tuscola County Board of Commissioners; Chambers located at 125 W. Lincoln Street in Caro MI 48723; and

WHEREAS, a thirty-day public review of the Parks and Recreation Master Plan Draft was provided to the public at the Tuscola County Controller-Administrator's office, 125 W Lincoln Street in Caro MI, and on the Tuscola County web site found at www.tuscolacounty.org so as to accommodate the opportunity for people to express

opinions, ask questions, and discuss all aspect of the Parks and Recreation 5-Year Master Plan; and

WHEREAS the Tuscola County Parks and Recreation Commission has developed the Parks and Recreation Master Plan for the benefit of the entire community and to adopt the Parks and Recreation Master Plan as a document to assist in meeting the recreational needs of the community; and

WHEREAS, a public hearing session was held on July 28, 2022, at 8:00 a.m. at the Tuscola County Board of Commissioners’ Chambers located at 125 W. Lincoln Street in Caro MI;

NOW THEREFORE, BE IT RESOLVED, that the County of Tuscola hereby adopts the 2023 – 2027 Tuscola County Parks and Recreation Master Plan as a guideline for improving parks and recreation for residents of, and visitors to, the County of Tuscola.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 28th day of July, 2022.

Date _____

*Thomas 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 an agreement approved by the Board of Commissioners at a regular meeting on July 28, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk*

Proposal

Saginaw Traverse MI Common Branch
1080 TITTABAWASSEE RD
SAGINAW, MI 48604-1048
Phone: 989-759-4407
Fax: 866-635-1392

TO: Tuscola County
440 N State St

Caro, MI 48723
Mike Miller

Date: July 15, 2022
Project: Tuscola County Cooling Tower Replacement
Proposal Ref: XXXX-XXXX

We propose to furnish the materials and/or perform the work described below for the net price of: \$149,575.00

ONE HUNDRED FORTY-NINE THOUSAND, FIVE HUNDRED SEVENTY-FIVE AND 100/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as \$3,032.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

Cooling Tower Replacement:

- JCI will provide labor and material to replace existing 22-year-old BAC cooling tower with updated matching BAC VF1-048-21L closed circuit cooling tower.
- **The new tower includes the following:**
- G-235 galvanized steel construction
- G-235 hot dip galvanized steel coil assembly
- One (1) 15 HP, TEFC, single speed, inverter rated fan motor equipped with shaft grounding ring and space heater
- One (1) 1.5 HP spray pump assembly
- 4" grooved coil connections
- Mechanical make-up valve and float assembly
- Electric basin heater package (3kW) with thermostat and low water cutout
- CTI certified evaporative performance
- Control Panel including VFD, starter and overload for spray pump, contactor for basin heater, rotary disconnect switch, three contactor bypass circuit, pilot lights, line reactor, H-O-A switches, temperature sensor and temperature controller.
- Current lead time of 18 weeks for new tower

Price includes:

- Labor and material to disconnect and demo current tower for removal
- Crane Rental including delivery of new tower, removal of current and installation of new
- Installation of new tower and associated piping to connect to tower
- Insulation of exterior piping
- Electrical power and control re connect to new tower
- Permits
- Freight
- Initial Water Treatment to clean tower

Warranty:

- The BAC equipment is eighteen (18) months following shipment or one (1) year after start-up, whichever occurs first.
- The motors, drives, and bearings are covered by a five (5) year warranty
- 90-day labor warranty

This proposal DOES NOT include:

Overtime is excluded from above
Any additional work not in the above scope of work

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Aug. 14, 2022

Tuscola County

Johnson Controls, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. Seller warrants for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar

malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.**

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights 9or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as Processor: Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote**

connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJERE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to

hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation



Tuscola County

Mike Miller <mmiller@tuscolacounty.org>

[EXTERNAL] Yeager Estimate for 987 Ellington from Yeager Asphalt

3 messages

Nick Maguire <noreply@opserve.com>
Reply-To: Nick Maguire <nick@yeagerasphalt.com>
To: Mike <mmiller@tuscolacounty.org>

Tue, Jun 14, 2022 at 12:27 PM

Hello,

Here is the quote you requested from Nick at Yeager Asphalt for your project. Please give Nick a call at (989) 484-6015 if you have any questions or concerns. Please confirm that you have received this email.

Have a Great Day!!

COMMERCIAL

Manufacturers
& Appliers of
BLAK-BEAUTY
Sealer



Member of the
Chamber of
Commerce

YEAGER ASPHALT
Driveway and Parking Lot Experts

Toll Free..... 1-866-YEAGER1
(932-4371)

Toll Free.... 1-866-YEAGER1 - Fax... 1-866-YEAGER2
(932-4371) (932-4372)



StreetPrint
PAVEMENT TEXTURING

PROPOSAL SUBMITTED TO Mike	PHONE (989) 550-8836	DATE 07/14/2022
BUSINESS Tuscola County Recycling		
SERVICE ADDRESS - STREET, CITY, STATE, ZIP CODE 987 Ellington, Caro, MI 48723		
EMAIL mmiller@tuscolacounty.org	HEARD ABOUT US	

Check us out at www.yeagerasphalt.com

Yeager Asphalt, Inc. ("Yeager" or "we" or "us") hereby submits specifications and estimates to the above-name customer (the "Customer") for the following:



Regrade Existing Stone

Grade and compact existing stone. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.



Option 2 — Medium Duty

Install **2.5 inches** of commercial-grade asphalt in 1 compacted course.

Price \$ 0.00



Special Notes



Area 1: \$14,850

Area 2: \$12,275

Drainage issue on both view our contract details.

Unknown Site Conditions

If the conditions at the site include (a) subsurface or other physical conditions (including but not limited to: the thickness of existing asphalt or concrete; the inadequacy of existing stone and/or base material; or the existence of any tree stumps, curbs, or any object that interferes with grading and excavation and, in Yeager's sole discretion, require removal) which are materially different from those discoverable to Yeager at the time of making this proposal, or (b) unusual of unknown physical condition which are materially different from conditions ordinarily encountered and generally recognized as inherent in the project. Yeager may either (1) adjust the contract price and completion date to account for the additional costs and time associated with the changed conditions, or (2) stop work and give immediate notice of the condition to the Customer. If Yeager Asphalt and the Customer cannot agree upon the adjustment to the contract price or completion date, the parties shall submit the dispute to binding arbitration according to paragraph 20 of this contract.

We Propose to furnish materials and labor to complete the Work in exchange for payment from Customer of: \$ 0.00

All Yeager employees are covered by Worker's Compensation. Yeager Asphalt carries all necessary licenses and insurances.

Payment to be made as follows: 50% Down, Balance upon completion. All checks to be made payable to Yeager Asphalt, Inc. Customer acknowledges that Yeager will incur costs associated with rebilling and collecting payment of past due accounts. Accordingly, in order to compensate Yeager for the cost of inconvenience of rebilling and collection, all invoices not paid within 15 days of completion are subject to a late payment charge of \$50 per month.

Authorized Signature Nick Maguire (989) 484-6015

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Cancellation Charges (Liquidated Damages):

Customer may cancel this contract by providing written notice to Yeager at any time prior to midnight of the third business day after the date of acceptance set forth below. However, Customer acknowledges that after Customer accepts the proposal, Yeager will incur costs related to procuring the goods and services necessary to complete the Work under this agreement. Customer understands that Yeager must schedule delivery of materials and labor several days in advance and that if Customer cancels this contract without providing timely notice to Yeager, Yeager will incur losses related to such cancellation which it cannot otherwise recover. Therefore, if Customer fails to give Yeager timely written notice of such cancellation, Yeager is entitled to liquidated damages equal to twenty-five (25%) of the contract price set forth above, and Customer acknowledges that such liquidated damages are intended to reimburse Yeager for the losses suffers due to Customer's cancellation.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the **Work** as specified. Payment will be made as outlined above

Date of Acceptance _____ Signature [Click to Sign \(Customer\)](#)



STANDARD TERMS OF CONTRACT

1. **THICKNESS OF ASPHALT AND CONCRETE:** All descriptions of thickness in proposal refer to average thickness. Variations in subgrade conditions and technical limitations may result in variations from this average.
2. **DRAINING:** Paving Industry Standards for the proper design of asphalt and/or concrete pavement require a minimum slope of 2% in all areas (two inches of fall for every 10 feet). If the existing or new grades on this project result in less than the minimum acceptable slope of 2%, the Customer should expect large water puddles on new and adjacent surfaces. Yeager is NOT responsible for existing and/or new grades resulting in minimum acceptable slope. Such problems will not be subject to correction under our warranty.
3. **EXTRA WORK :** Should the need arise for work that goes beyond the scope of Work described in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
4. **CRACKING OF ASPHALT AND CONCRETE:** Asphalt edges are weak and have a tendency to crack. In Michigan freeze/thaw cycles happen, and such temperature changes will cause asphalt & concrete to crack. Yeager does not warrant any kind of cracking that can occur. Yeager is also not responsible for any reproductive cracking when re-caps or overlays are done.
5. **FROZEN OR UNSTABLE SUBGRADE:** No materials will be placed on an unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of the Work under this contract.
6. The total cost of the Work includes all material and labor complete and in place for each item listed, unless otherwise indicated, i.e., separate cost for sealcoatings, painting, etc. Performance guarantee is void when any coating is applied by those other than Yeager.
7. If approved plans, specifications, and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specifications and dimensions are not provided, or in the event revisions to same are made, the total price shall be determined by applying unit prices to actual measured quantities.
8. Unless otherwise stated, the price herein will remain in effect for a period of ten days from the date of the proposal.
9. Work will be invoiced as performed and/or completed unless otherwise specified in the original contract. All invoices will be due 15 days net from date of invoice.
10. Yeager shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Yeager's exclusive control, including strikes, fire, flood, embargo, war, Government regulations including allocations, preferences, or priorities for Government or shortages or failure of raw materials or fuel, inclement weather, low temperatures or frost.
11. Yeager will not be responsible for existing soil conditions or existing base aggregates furnished by others.
12. Base installation is for one move-in only on total project. Asphalt is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.
13. Yeager reserves the right to refuse or suspend performance or to require payment in advance in the event that the creditworthiness of Customer is, in Yeager's sole discretion, impaired or inadequate.
14. Yeager reserves the right to suspend or cancel performance of the Work and to declare due the entire amount for work performed to date in the event Customer fails to make payments due under this agreement or fails to make any other payment due Yeager.
15. **FAILURE OF CUSTOMER TO PAY:** Customer acknowledges that if Customer breaches the obligation to pay Yeager in accordance with this contract, Yeager may claim a lien on the real estate on which the Work was performed. Customer further acknowledges that should Yeager initiate any civil proceedings to collect the amounts due hereunder, Yeager shall be entitled to reimbursement by Customer for the reasonable attorney fees and costs incurred by Yeager in connection with such proceedings.
16. Customer acknowledges that there are no promises, terms, conditions, or obligations imposed on Yeager other than those contained in this contract. This contract may not be modified except in writing signed by the party to be charged.
17. Failure of Yeager to enforce any of these conditions or to exercise any right shall not affect its rights nor shall any such failure act as a waiver in respect of other future occurrences.
18. Yeager is not responsible for any property damage occurred by trucks and/or equipment.
19. **ARBITRATION** All disputes by the Customer against Yeager shall be submitted to final and binding arbitration by the American Arbitration Association. A demand for any such arbitration must be filed within 180 days of the alleged breach. Damages shall be limited to the cost of this contract. Each party shall be responsible for their costs and each party shall pay an equal amount of the arbitrator's fees. All awards issued may be enforced in the Circuit Court for Saginaw County, Michigan.

Yeager warrants that the goods covered by this agreement shall be free from defects in material and workmanship under normal use and service. Any goods found to be defective within one year shall be replaced or repaired by Yeager free of all charges. THIS WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The above limited warranty is voided in the event that the Customer or any other asphalt company applies sealcoating to the asphalt installed by Yeager. Further, any work performed by Yeager on the Customer's existing base is not warranted. Further, the use of the pavement for a purpose other than intended or undisclosed to Yeager, will also void this limited warranty. Yeager is not responsible for any subterranean conditions and disclaims any damage which may be caused to underground pipes, septic fields or other objects.

p: 328.8 ft
a: 4,478 sq ft

Σp 770.6 ft
 Σa 10,030 sq ft



At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held on the 26th day of March, 2015, at 7:30 a. m., Eastern Standard Time, in the Tuscola County Commissioner's Room in Caro, Michigan, there were:

Present: Commissioner Thomas Bardwell, Commissioner Christine Trisch, Commissioner Craig Kirkpatrick, Commissioner Matthew Bierlein

Absent: Commissioner Roger Allen

The following resolution was offered by Bierlein and supported by Trisch.

RESOLUTION AUTHORIZING INVESTMENT OF COUNTY FUNDS AND APPROVING COUNTY INVESTMENT POLICY

WHEREAS, pursuant to the provisions of Act 20 of the Public Acts of Michigan of 1943, as amended, may authorize the County Treasurer to invest County funds in certain investments; and

WHEREAS, this Board wished to authorize such investments as permitted by Act 20; and

WHEREAS, Section 5 of Act 20 requires this Board of Commissioners in conjunction with the County Treasurer to adopt an investment policy which complies with the provisions of Act 20; and

WHEREAS, THE County Treasurer has submitted a proposed Investment Policy which complies with provisions of Act 20.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF TUSCOLA as follows:

1. The County Treasurer is authorized to invest funds of the County of Tuscola in investments authorized by Act 20.
2. The Investment Policy attached hereto as Appendix 1 is approved and shall take effect on March 26, 2015.
3. Before executing an order to purchase or trade the funds of the County of Tuscola, a financial intermediary, broker or dealer shall be provided with a copy of the County's Investment Policy and agree to comply with the terms of the Investment Policy regarding the buying or selling of securities by executing the form attached as Appendix 2.

TUSCOLA COUNTY INVESTMENT POLICY

To Comply With Act 20 PA 1943, as amended

1. PURPOSE:

It is the policy of the County of Tuscola to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the County and comply with all state statutes governing the investment of public funds.

2. SCOPE:

This investment policy applies to all transactions involving the financial assets and related activity of the County. These assets are accounted for in various funds of the County and include the General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds (unless bond ordinances and resolutions are more restrictive). Enterprise Funds, Internal Service Funds, Special Assessment Funds, Trust and Agency Funds and any new fund established by the County, unless specifically exempted by the governing body.

3. OBJECTIVES:

Funds of the County will be invested in accordance with Michigan Public Act 20 of the Public Acts of 1943, as amended. The primary objectives, in priority, of the County's Investment activities shall be:

3.1 SAFETY: Safety of principal is the foremost objective of the investment program.

Investment shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

3.2 LIQUIDITY: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3.3 RETURN ON INVESTMENT: The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

4. DELEGATION OF AUTHORITY:

Authority to manage the investment program is derived from MCL 48.40 requiring the County Treasurer to be the custodian of the County's funds. Management responsibility for the investment program is hereby delegated to the Tuscola County Treasurer who shall establish procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in the investment transaction except under the terms of this policy and the procedures established by the Tuscola County Treasurer. The Tuscola County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

5. AUTHORIZED INSTRUMENTS:

The Tuscola County Treasurer is limited to investments authorized by Act 20 of 1943, as Amended, and may invest in the following:

- (a) Bonds, securities, and other obligation of the United States or agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, deposit accounts, or depository of a financial institution, but only if the financial institution is eligible to be a depository of funds belonging to the State under a law or rule of this State or the United States.
- (c) Commercial paper rated at the time of purchase at the highest classification established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Repurchase agreements consisting of instruments listed in subdivision (a) Section 1, of MCL 129.91
- (e) Bankers' acceptances of United States banks
- (f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than 1 standard rating service.
- (g) Obligations described in subdivisions (a) through (g), if purchased through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (h) Investment pools organized under the surplus funds investment pool act, 1982 PA 367. MCL 129.111 to 129.118
- (i) Investment pools organized under the local government invest pool act, 1985 PA 121, MCL 129.141 to 129.150.

6. SAFEKEEPING AND CUSTODY:

All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Tuscola County Treasurer may be on a cash basis or a delivery vs payment basis as determined by the County Treasurer. Securities may be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts as determined by the Treasurer.

7. PRUDENCE:

Investments shall be made with judgment and care, under circumstances than prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

8. REPORTS:

Annually, the Treasurer shall prepare a written report to the governing body concerning the investments of the funds

CHILD CARE FUND FY 2023

October 1, 2022-September 30, 2023

The Child Care Fund budget costs are anticipated and not a guaranteed expenditure. The reimbursement by the state is at 50%. The more youth we are able to service within the community results in families remaining intact and reduces the number of youth placed into residential care or going into the adult system. During the last fiscal year we provided services to 41 youth and families and in the current fiscal year as of this time we have provided services to 55 youth and families. Of those 55 youth six have been detained and two are in residential treatment outside the State of Michigan. We have been able to provide high caliber, quality services to our youth and families by a highly trained staff who continue to show their dedication to the county by developing resources, program and networking to maintain youth in the county.

Raise the Age became effective October 1, 2021 the state will reimburse 100% of the cost to provide juvenile justice services when the court exercises jurisdiction over the a juvenile who is 17 years of age, but under the age of 18 at the time of the offense.

BASIC GRANT

This is money provided to rural counties with a population of 75,000 or less. Current amount is \$15,000.00 and is reimbursed at 100%.

The Summer Education/Park Program/Indoor Botany Program is to provide educational programming to youth while educating and training them in botany and community enrichment. They learn how to plant/grow flowers, vegetables and fruits as well as how to build and maintain the park provided within the community.

IN HOME CARE INTENSIVE PROBATION

Tuscola County Academy- allows for youth on probation to maintain their education while suspended or expelled from school. We have not been able to run this program since March 2020. The teacher's position has been posted since late 2021. We have been reaching out to the ISD and others to see if they would be able to assist with finding possible candidates.

Community Park Project- this program allows youth to earn community programming hours and learn skills such as nutrition, responsibility, team work, problem solving and to be active members of their community. We are continuing our collaboration with Michigan State University Extension for the Growing Together Program. This program connects the community garden with access sites to making food readily available to those in need. The Growing Together Program master gardener supports the community garden and has been an asset with valuable information. In addition we have been able to hold an in person Teen Cuisine Program with a community nutrition instructor through MSU Extension. Produce from the garden is

offered to our youth and families first. It has been donated to the Tuscola County Jail, local food pantries, the Blessing Box and MSU Extension.

PROPOSED CCF BUDGET FY 2023

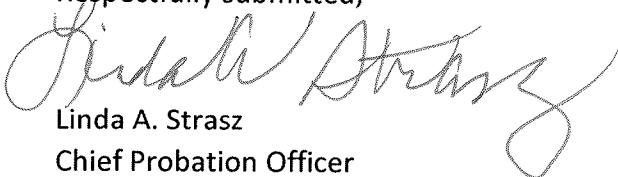
Wages/Benefits		FY 22	\$379, 258.77	FY 23	\$393,279.27
292-662-727-000	Supplies/Printing/Postage	FY 22	\$8,000.00	FY 23	\$8,000.00
292-662-801-000	Basic Grant	FY 22	\$15,000.00	FY 23	\$15,000.00
292-662-8090000	Memberships/Subscriptions	FY 22	\$1,440.00	FY 23	\$1,440.00
292-662-841-000	Foster Care- Private Agency	FY 22	\$2,000.00	FY 23	\$2,000.00
292-662-843-000	Private Institution	FY 22	\$195,000.00	FY 23	\$195,000.00
292-662-844-000	Other County Detention	FY 22	\$115,000.00	FY 23	\$115,000.00
292-662-848-000	In Home Care- Intensive Probation	FY 22	\$ 60,000.00	FY 23	\$60,000.00
292-662-848-000	Non reimbursable foster care	FY 22	\$9,000.00	FY 23	\$9,000.00
292-662-849-000	Non reimbursable by child care	FY 22	\$9,000.00	FY 23	\$9,000.00
292-662-851-000	Rural Detention Support Services	FY 22	\$1,000.00	FY 23	\$1,000.00
292-662-851-000	Cellular Phones	FY 22	\$ 3,000.00	FY 23	\$3,000.00
292-662-861-000	Travel	FY 22	\$15,000.00	FY 23	\$15,000.00
292-662-955-000	Misc. Meals/Mileage	FY 22	\$1,500.00	FY 23	\$1,500.00
292-662-957-000	Training	FY 22	\$9,000.00	FY 23	\$9,000.00

	FY 2023		FY 2022
Out of Home Care	\$319,000.00		\$319,000.00
In- Home Care	\$476,188.49		\$448,637.76
Revenue	\$20,000.00		\$20,000.00
Total	\$775,188.49		\$747,637.76

Difference from FY 22 to FY 23 \$27,550.73

Tuscola County Board of Commissioners approval is needed for the Child Care Fund In-Home Care from 10/1/2022 to 9/30/23 in the amount of \$476, 188.49. In addition the Board of Commissioner’s Chairperson’s signature is needed on the Fiscal Year 2023 MDHSS-2091.

Respectfully submitted,



Linda A. Strasz
Chief Probation Officer

FY 2023
Presentation to the Tuscola County Board of Commissioners
Child Care Fund Projected Costs and In-Home Care
Parent Education and Supervised Visitation Education Program
7/25/22

MDHHS Tuscola County is requesting Tuscola County Board of Commissioner approval for the following:

- **Board of Commissioner approval for the continuation of the Child Care Fund In-Home Care Parent Education and Supervised Visitation Program from 10/1/22-9/30/23 in the amount of \$73,100.00.**
- **Board of Commissioner Chairperson’s signature on the Independent Contract Agreement between List Psychological Service PLC. And Tuscola County for 10/1/22 – 9/30/23.**
- **Board of Commissioner Chairperson’s signature on the Fiscal Year 2023 MDHSS-2091**

Rationale:

For the Michigan Department of Health and Human Services (MDHHS) Tuscola County Child Care Fund 2022-23 budget year, MDHHS continues to utilize the State Pays First program for foster care, residential and independent living costs. The State Pays First Project was implemented October 1, 2019, and streamlines payment processing for providers serving MDHHS-supervised youth (abuse/neglect, juvenile justice, and dual wards) by allowing County Child Care Fund (CCF) funded placements and services to be paid directly from the MDHHS MiSACWIS case management and payment system. For MDHHS supervised cases, the department issues payment to providers for placement and services. MDHHS Central Office reconciles amounts owed between the department and County through the Chargeback/Offset process without involving the providers. MDHHS pays upfront for the service and then bills the County for 50% of the cost.

Because of this, there is no projection of MDHHS Foster Care, Institutional or Independent Living expenses on the MDHHS 2091 as in past years. The only expense for MDHHS included on the MDHHS-2091 is the In-Home Program expense described below.

To keep the Board of Commissioners (BOC) informed on projected expenses to be billed back to the county at 50%, we provide the following Fiscal Year 2023 projections:

Family Foster Care	\$100,000
Institutional Care	\$200,000
Independent Living	\$10,000

Projections are used as it is difficult to determine the number of youth that will come into care and may need residential placement. Board of Commissioner approval of the above expenses is not needed, and the above projections are provided for informational purposes only.

Board of Commissioner approval is needed for the continuation of the Child Care Fund In-Home Care Parent Education and Supervised Visitation Program from 10/1/22-9/30/23 in the amount of

\$73,100.00. In addition, the Board of Commissioner Chairperson's signature is needed on the MDHSS-2091 (to be provided from the Court) as well as on the Contract with List Psychological Service PLC. (attached).

It is respectfully requested that the Tuscola County BOC support the continuation of the CCF In-Home Care Supervised Visitation and Parent Education Program (PESVP), to include Tuscola County continuing the Contract with List Psychological. This contract has been reviewed and approved by the Tuscola County Attorney (Contract provided). The FY 23 Contract includes a \$2.50 per unit increase over the FY 22 Contract. The cost of the contract for FY 2023 (10/1/22 – 9/30/23) would be 2080 units (hours) at \$32.50 per hour/unit plus \$5,000 in mileage and \$500 in Specific Assistance reimbursement for a total of \$73,100. After eligible 50% Child Care Fund State reimbursement, the cost to Tuscola County would be approximately \$35,650.

Note: The cost of the contract for FY 2021 (10/1/21 – 9/30/22) was 2080 units (hours) at \$30 per hour/unit plus \$5,000 in mileage and \$500 in Specific Assistance reimbursement for a total of \$67,900.

For Tuscola County, from 10/1/18 – 5/27/22, there were 139 youth in foster care who were not referred to the PESVP and there were 14 youth referred. For the 139 youth not referred, the days in foster care averaged 594. For those referred to the PESVP, the average number of days was 439. Those in the PESVP experienced an average of 155 less foster care days. This is a 26% decrease in the number of foster care days. Calculating the average daily cost of foster care ($\$17.24 + \$20.59/2 = \$18.92$ per hour – this does not account for added costs associated with special needs), there is a projected savings of \$41,056.40 in foster care dollars. ($155 \times \$18.92 \times 14$ youth = \$41,056.40 projected savings in foster care dollars from 10/1/18 – 5/27/22 with 155 less days in foster care for youth). *Note: Because of COVID -19 restrictions since March 2020 and the lack of a List Psychological service provider 11/30/20 until April 2021, there was an impact on service utilization for March 2020 to present.*

The PESVP also services child protective services (CPS) cases. From 10/1/19 – 5/27/22, 27 youth with open CPS ongoing cases were referred for PESVP services. Of the 27 youth referred, all of the children remained in parental custody and no child was removed from the parental home.

The CCF reimbursement program is the result of a collaborative effort between Michigan's circuit courts, county governments, tribes, state and county MDHHS, to support the reimbursement of costs for programming for neglected, abused, and delinquent youth in Michigan. Most of the programming is designed and administered by Michigan's circuit courts, county governments, tribes, and county MDHHS offices, based on the needs of the community. The State of Michigan oversees and administers required programming at the state level for youth placed in out-of-home care due to abuse or neglect cases. After expenditures have been incurred, requests for reimbursement for eligible direct out-of-home placements and in-home care (IHC) services are made to the state MDHHS.

MDHHS receives an annual, legislatively appropriated budget to support CCF reimbursement-eligible programs and placements for eligible child welfare and juvenile justice youth as defined below:

- An MDHHS youth in either a Category I or II Children's Protective Services case.
- Any youth in a court ordered MDHHS-supervised foster care placement.
- A delinquent youth for whom a petition, complaint, or referral has been filed and accepted by the court, and who:
 - Receives IHC intensive services, or

- Is placed in court ordered out-of-home care, or
- Has a plan for early exit from out-of-home care.

CCF is the primary fund source for serving delinquent, neglected, and/or abused youth. Each Michigan county/tribe has a specific account for their CCF, which is funded primarily through county tax dollars and donations. The state supports the county's CCF with a 50 percent reimbursement on eligible direct costs. The goal of CCF reimbursement is to ensure funding for programs that provide services aimed at keeping children in their homes through successful intervention and rehabilitation for juveniles and to assist with achieving permanency for children in a safe and timely manner. CCF reimbursement assists with costs for intensive IHC services, out-of-home placements, and related supportive services such as drug screening and therapy. An IHC program is intended to provide early intervention services for youth who are within, or likely to come within, the jurisdiction of the family court for delinquency, abuse, or neglect and/or those affecting a youth's early return to his or her home from foster care or institutional care.

The Tuscola County PESVP provides parent education as well as supervised face-to-face parent contact between parents and their children while the in-home care provider teaches and demonstrates to parents appropriate parenting techniques, discipline and family interaction. The PESVP serves youth/families in an MDHHS Category I or II Children's Protective Services case and/or youth/families in court ordered MDHHS-supervised foster care. The goal of the program is to reduce the number of youth petitioned through Abuse/Neglect Court proceedings and to reduce the number of days in family foster care. The focus of the PESVP is to provide early intervention to educate parents and to treat within the child's home.

The IHC contracted provider would be responsible for providing a safe, nurturing environment for parent education and parenting time and assist in furthering the development of parenting skills that are healthy and promote child well-being. Cases are assigned via a referral from MDHHS staff through which a written visitation and/or education plan is developed incorporating strengths, needs, goals, objectives, parenting time schedules, locations, and parenting issues that need be addressed. Some of the duties of the PESVP IHC provider include: teaching parents, mentoring parents, modeling behaviors for parents, coordinating and arranging visits (including transportation arrangement), maintaining a visitation environment that is healthy for all and interceding on the children's behalf if inappropriate behaviors are observed, providing parental direction, maintain ongoing conferencing with MDHHS staff, testifying in court, completing required documentation, and enforcing specific court visitation requirements, etc. For youth in out of home placement, the case plan would reflect an early return goal.

Note: The PESVP IHC program operated from fiscal year 2012 through fiscal year 2018. Based on information that contract dollars might be available through the State, the program ended March 31, 2018. On 7/11/19, the Tuscola County BOC approved reinstating the program and a contract with List Psychological. The program has been ongoing since then; however, the restrictions on face-to-face services from the COVID-19 pandemic and the lack of a List Psychological service provider from 11/30/20 until April 2021 resulted in decrease program utilization from March 2020 to present. We expect the utilization to increase now that there is a service provider in place and COVID -19 restrictions have been lifted.

(cont. next page)

Since 2012, MDHHS Tuscola County observed the following estimated savings in foster care days for youth and foster care dollars spent:

Fiscal Year	Youth	Budget	Remaining	Spent	Cost to County after 50% Reimbursement from the State	CFC Days Saved	Estimated Savings at \$18.92 x days x youth
2022 thru April	18	\$67,900.00	\$45,972.10	\$21,927.90	\$10,963.95	155	\$41,056.40
2021	22	\$67,900.00	\$52,699.73	\$15,200.27	\$7,600.14	158	\$86,691.44
2020	18	\$67,900.00	\$56,133.09	\$11,766.91	\$5,883.46	NA	NA
2019	0	\$19,375.00	\$19,375.00	0	0	NA	NA
2018	37	\$37,496.00	\$6,829.35	\$30,666.65	\$15,333.33		Program ended mid-year
2017	49	\$108,378.00	\$56,652.81	\$51,725.19	\$25,862.60	211	\$195,613.88
2016	70	\$106,684.00	\$28,876.02	\$77,807.98	\$38,903.99	218	\$288,719.20
2015	86	\$109,572.00	\$35,497.41	\$74,074.59	\$37,037.30	285	\$463,729.20
2014	72	\$77,367.20	\$16,172.86	\$61,194.34	\$30,597.17	138	\$187,989.12
2013	63	\$54,660.00	\$13,657.55	\$41,002.45	\$20,501.23	325.8	\$388,340.57
2012		\$54,660.00	\$11,046.91	\$43,613.09	\$21,806.55		

In addition, since 2013, MDHHS Tuscola County has shown a decrease in the number of youth in foster care from 120 to 21. We attribute this in part to the PESVP IHC program.

Thank you to the Tuscola County Board of Commissioners for their time and attention to this matter.

Respectfully submitted,

Karen Southgate, Director
MDHHS Tuscola County

**INDEPENDENT CONTRACTOR AGREEMENT
TUSCOLA COUNTY, MI
List Psychological Services PLC, 443 N. State St., Caro, MI 48723**

This agreement, made and entered into effective October 1, 2022 to be effective through September 30, 2023, by and between Tuscola County (“County” or “Tuscola County”), and List Psychological Services P.L.C, 443 N. State St., Caro, MI 48723 (“Contractor”).

WHEREAS, Tuscola County desires to establish an independent contractor relationship for providing services as Tuscola County deems necessary; and

WHEREAS, Contractor is ready, willing and able to provide services as desired by Tuscola County and is recognized as an *independent contractor*.

NOW THEREFORE, in consideration of this mutual agreement hereinafter contained, subject to the terms and conditions, hereby understood, and agreed by the parties hereto as follows:

ELIGIBLE CLIENTS: The Contractor shall provide services to referred children or families who have an active:

- Michigan Department of Health and Human Services (MDHHS) Tuscola County Child Protective Services (CPS) Category I or II cases or;
- MDHHS Tuscola County Foster Care Case (CFC) with children under the age of 18 or;
- Tuscola County Family Court Delinquency Case.

Referral source will be MDHHS or as ordered by the Court. Referrals to Contractor shall be approved by the caseworker’s supervisor.

Services may continue if a move occurs into an adjacent county if the youth or family remains involved in an MDHHS Tuscola County CPS/CFC case, Tuscola County Delinquency Case or under the jurisdiction of the Tuscola County Court.

PROFESSIONAL SERVICES AND REQUIRED DOCUMENTATION:

- Within 7 business days of the referral, the Contractor shall:
 - Initiate contact with the referral source;
 - Confirm referral and
 - Discuss case dynamics.
- Within 10 business days of the referral, the Contactor and MDHHS caseworker or Family Court representative will meet face to face with the family and:
 - Identify family needs and strengths;
 - Identify child needs and strengths;
 - Develop service goals and objectives;
 - Identify community services already in place;
 - Identify any safety issues or anticipated concerns

{S1506830.DOCX.2}

- Set up any a supervised visitation plan and
- Establish time frames and a schedule of contacts.
- Within 15 business days of the referral, the Contractor will:
 - Develop an action plan including:
 - Identified family needs and strengths;
 - Identified child needs and strengths;
 - Service goals and objectives;
 - Identified community services already in place;
 - Identified any safety issues or anticipated concerns
 - Supervised visitation plan and
 - Established time frames and a schedule of contacts.
 - Provide a copy of the action plan to the referral source and to the family.
- Provision of services can include but is not limited to:
 - Supervised face-to-face contact between parents and their children and/or
 - Parent education while the contractor teaches, mentors and models behaviors including but not limited to demonstrating appropriate:
 - Parenting techniques
 - Discipline
 - Family interaction
 - Nutrition
 - Money management
 - Facilitation of connections to community resources
 - Home upkeep and maintenance
 - Communication skills
 - Coordination and arrangement of parental visits (including transportation arrangement
 - Enforcement of a visitation environment that is healthy for all and complies with referral source requirements
 - Interceding on the children's behalf if inappropriate behaviors are observed
 - Planning for transportation to necessary activities when warranted
 - Maintaining ongoing conferencing with referral source
 - Testifying in court
 - Completing required documentation
- Within 5 business days of each family visit, an emailed narrative and a Summary and Contact Sheet will be provided to the referral source. These reports will summarize the visit as it relates to the action plan including how the family has or has not met their goals and objectives as well as any strengths, weaknesses, interventions, preparation for the visit, activities, subjects discussed and any barriers in meeting the plan of action.
- A Closing Documentation report is due upon closure of the case. This report shall address:
 - Closure reason
 - Safety issues, anticipated concerns, safety plan

{S1506830.DOCX.2}

- Placement/living arrangement of children at closure
- Closing summary

COMMUNICATION: Communication with the referral source shall occur weekly informing of the progress or lack of progress that is being made. This communication can be by phone, email or face to face.

Contractor will provide a business phone number and answering point for the client, referring worker, supervisor, Tuscola County, and/or other community members to establish contact and/or leave a message.

CLIENT RECORDS: Contractor shall maintain and be able to produce upon request the following documents:

- Referral form;
- Date of contacts – contact summaries;
- Methods of service delivery;
- All contacts with client;
- Documentation of events;
- Any other documentation that may pertain to clients;
- Total number of units of service delivered to each client
- Record of mileage
- Record of Specific Assistance expenses

All records and documentation shall be maintained in a safe and secure location and in compliance with any applicable state and federal regulations.

COMPENSATION: By the 5th business day of the following month, Contractor shall submit a payment invoice for verification of mileage, Specific Assistance expenses, units provided, and contacts made during the billing cycle at the unit rate. Reimbursement shall be made on a monthly basis. Requests for payment over 90-day period may be denied payment. A unit is defined as one hour of any of the following: (1) face to face or telephone contact with child, family, referral source, or agencies affiliated with the family or (2) email writing and/or report writing. Units shall be billed in one quarter of an hour increments. Contractor shall provide up to 2080 hours at the unit rate of **\$32.50** per hour equaling **\$67,600.00**. In addition, Contractor is allowed **\$500.00** in Specific Assistance reimbursement of approved purchases made on behalf of the referred client(s) and **\$5000.00** in mileage reimbursement from Contractor's Office at 651 N. State St., Caro, MI or the Tuscola County Courthouse, 440 N. State St, Caro, MI, whichever is closer to the destination. Contractor agrees to provide documentation satisfactory to the County to verify reimbursement for Specific Assistance and mileage under this Agreement. Total contract cost will not exceed **\$73,100.00**.

No other funding through fees or charges to any client is permitted under this Agreement.

INDEPENDENT CONTRACTOR: It is agreed that the contractor is acting as an independent contractor, representing itself to the general public as an independent contractor for the other work or contracts as contractor desires; furthermore, it is agreed that Tuscola County will not discourage or inhibit the contractor from entering into any other contracts for like or similar services; furthermore, it is agreed this agreement is not exclusive.

CONFIDENTIALITY: The use or disclosure of information concerning services to applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to purpose directly connected with the administration of the programs implemented by this Agreement. Contractor agrees to comply with all applicable federal and state privacy statutes, rules and regulations. Contractor shall at all times treat each individual to which services are provided with dignity and respect.

TAXES: It is agreed that the Contractor shall accept full responsibility for any and all taxes that may be lawfully due to any governmental unit as a result of payments made by Tuscola County. Tuscola County shall provide a Form 1099 to Contractor at the end of the year for tax purposes.

INSURANCE COVERAGE: At all times during the pendency of this Agreement, Contractor shall maintain professional and general liability insurance in such amounts as are necessary to cover all claims which may arise out of the Contractor's operations and shall name County as an additional insured on such policies. Contractor agrees to provide County with proof of such coverage. Contract also agrees to maintain unemployment compensation coverage, and worker's compensation insurance in accordance with the applicable Federal and State law and regulations.

Contractor shall at all times be regarded as an independent contractor and shall not at any time as an agent for Tuscola County.

LIABILITY: The Contractor shall indemnify, save and hold harmless Tuscola County against any and all expenses and liability of any kind which Tuscola County may sustain, incur or be required to pay arising out of this Agreement, including, but not limited to, reasonable attorney fees. Further, if the Contractor becomes involved in or is threatened with litigation, the Contractor shall immediately notify Tuscola County of the same.

TERM: This agreement shall commence on October 1, 2022 and continue through September 30, 2023.

TERMINATION OF AGREEMENT: Payment source is solely based on available funds, and if availability of the funds no longer exists, the agreement is terminated immediately.

Either County or Contractor may terminate the Agreement with 30 days written notice to the other.

CHANGES: A review of the contract will be conducted annually. Any changes in the terms and conditions provided for under this agreement shall be agreed upon in advance by both parties in writing. Failure to agree upon such changes or failure to sign such changes shall terminate the agreement immediately.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed by their respective officers duly authorized to do so.

[signature page to follow]

Jacqueline List, COO, List Psychological Services PLC

Date

Thomas Bardwell, Chairperson, Tuscola County Board of Commissioners

Date



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

MERS Employee/Employer Delegates

Shelly Lutz <lutzs@tuscolacounty.org>
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Tue, Jul 19, 2022 at 9:36 AM

Shelly Lutz, Human Resources Director, be appointed as the officer delegate and Angie House, HR/Finance Assistant, be appointed as the alternate officer delegate of the Municipal Employer Retirement System (MERS)

Brian Harris, Lieutenant, be appointed as the employee delegate and Joshua Herman, Sergeant Detective, be appointed as the alternate employee delegate to the Municipal Employer Retirement System (MERS)

--

Shelly A. Lutz

Tuscola County

Human Resource Director

125 W. Lincoln St.

Caro, MI 48723

(989) 672-3705

Fax (989)672-4011

lutzs@tuscolacounty.org

VISIT US ONLINE FOR COUNTY SERVICES @ WWW.TUSCOLACOUNTY.ORG

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

BOARD OF COMMISSIONERS—SUPPORT AMENDMENT TO THE MICHIGAN AUTO INSURANCE REFORM ACT

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS, these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019; and

WHEREAS, 55% of a Home Health Care provider's 2019 collections is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (e.g. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FINALLY RESOLVED that the Allegan County Clerk/Register of Deeds is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Allegan County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Moved by Commissioner Dugan, seconded by Commissioner Jessup to approve the resolution as presented. Motion carried by roll call. Yeas: Thiele, DeYoung, Jessup and Dugan. Nays: Kapenga and Storey. Absent: Cain.

ATTEST, A TRUE COPY



_____, Clerk-Register

APPROVED: July 14, 2022

cc: Admin. - Finance - Human Resources



OFFICE OF THE OCEANA COUNTY CLERK

Amy L. Anderson, County Clerk

100 State Street, Suite 1 – Hart, MI 49420
Telephone: (231) 873-4328

REQUEST FOR CHANGE TO MICHIGAN'S NO-FAULT INSURANCE

Moved by Mr. Morse and seconded by Ms. Meyette to approve the following resolution:

WHEREAS the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019;

WHEREAS, 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and

NOW THEREFORE BE IT RESOLVED that the Oceana County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FURTHER RESOLVED that the Oceana County Clerk is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Oceana County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Roll call vote: Mr. Morse - yes; Ms. Meyette - yes; Mr. Beggs - yes; Mr. Christians - yes; Mr. Erickson - yes; Mr. Hardy - yes; and Mr. Walker - yes.

Motion carried.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by Oceana County Board of Commissioners at their regular meeting held on July 14, 2022, at 11:30 a.m. in Oceana County, with a quorum present.

Amy L. Anderson
Amy L. Anderson, Oceana County Clerk

Dated: July 20, 2022