

YOUNG

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

VAUGHAN

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

JENSEN

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

Other Business as Necessary

Extended Public Comment

Adjournment

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

CORRESPONDENCE

- #1 February 1, 2019 Full Board, Public Hearing Minutes, Statutory Finance, and Committee of the Whole Minutes
- #2 Consent Agenda Resolution
- #3 Price Quote for Inmate Medical Services
- #4 Retirement Letter from Controller/Administrator
- #5 Timeline and Actions to Hire New Controller/Administrator
- #6 Michigan Agricultural Preservation Fund Board Meeting Agenda 2/20/19
- #7 New Shiawassee Jail Information
- #8 February 11, 2019 Committee of the Whole Minutes
- #9 Proposed Changes to Michigan Association of Counties By-Laws
- #10 January 24, 2019 Road Commission Minutes

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
February 1, 2019 Minutes
H. H. Purdy Building

Commissioner Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 1st day of February 2019, to order at 11:34 o'clock a.m. local time.

19-M-025

Motion by Young, seconded by Jensen to forgo the Prayer and Pledge of Allegiance and begin with roll call in the essence of time. Motion Carried.

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 4 - Mark Jensen, District 5 – Daniel Grimshaw (arrived at 11:45 a.m.)

Commissioner Absent: District 3 - Kim Vaughan

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones-Holubec, Mike Miller, Steve Anderson

Adoption of Agenda -

19-M-026

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

Action on Previous Meeting Minutes -

19-M-027

Motion by Young, seconded by Jensen to adopt the meeting minutes from the January 17, 2019 Regular Board and Statutory Finance meetings as presented. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution - None

New Business -

-MSU agreements for Extension Services -

19-M-028

Motion by Young, seconded by Jensen that the agreement with Michigan State University Extension to provide 2019 extension services to Tuscola County be approved for an amount of \$152,407.00. Also, all appropriate signatures are authorized. Motion Carried.

-Friend of the Court Security Auditing Agreement and Budget Amendments -
19-M-029

Motion by Young, seconded by Jensen that the agreement with MGT of America Consulting, LLC to provide auditing services to Tuscola County Friend of the Court be approved for an amount of \$17,390 plus travel expenses not to exceed \$1,200. Also, all appropriate signatures are authorized. And, the 2019 Equipment/Technology fund budget be amended from the original \$45,000 to \$18,590 and the project name be changed from referencing software to "Friend of the Court Audit Report". Motion Carried.

-Village of Millington Annexation -
19-M-030

Motion by Young, seconded by Jensen to approve the annexation of certain property from Millington Township to the Village of Millington per the December 17, 2018 resolution from the Village of Millington petitioning the County Board of Commissioners to grant the annexation (request from Millington Schools). Roll Call Vote - Young - yes; Jensen - yes; Bardwell - yes; Vaughan - absent; Grimshaw - absent. Motion Carried.

-Drain Commission Grievance -
19-M-031

Motion by Young, seconded by Jensen to rescind previous Board motion 18-M-218 of December 17, 2018. Motion Carried.

18-M-218 Motion by Bierlein, seconded by Young that the Drain Commissioner Office be allowed to offer an Appraiser II position to the current Account Assessment Specialist, in the Drain Office, Dara McGarry, and be offered the Appraisal II wage rate, Step 5 wage, as of January 1, 2019. Roll Call Vote: Jensen - no; Bierlein - yes; Young - yes; Vaughan - yes; Bardwell - yes.

-Potential Process to Replace Retiring Controller/Administrator -
19-M-032

Motion by Young, seconded by Jensen that the Personnel Committee be authorized to lead the process to find a replacement for the retiring County Controller-Administrator with the understanding the steps reviewed at January 31, 2019 Committee of the Whole meeting will be used with certain steps to be brought back to the Board for action. Motion Carried.

-Animal Control -
19-M-033

Motion by Young, seconded by Jensen that an Ad-Hoc Committee be formed to review the County Animal Control Ordinance and make recommendations to the Board of Commissioners. Committee members will be Commissioner Vaughan, Controller/Administrator, Animal Control Officer, Prosecutor and Magistrate. Input will also be received from the County Attorney. Motion Carried.

-Lack of Quorum at Parks and Recreation Meetings - Board discussed the option of changing Public Act 261 of 1965 that requires certain members of the Committee. Board would like to obtain an opinion from the county attorney prior to giving authorization.

Commissioner Grimshaw arrived at 11:45 a.m.

-Cass River Greenways - Board discussed paying per diem to Robert McKay to serve on the Committee. Commissioner Grimshaw stated this is a volunteer member based committee. Matter to be placed on an upcoming agenda for further discussion.

Old Business -

-Commissioner Bardwell would like to set up a meeting regarding the MAC 7th District to discuss the continuation of the district group.

-Commissioner Grimshaw received a copy of the Board policies from Mike Hoagland. He would like the Credit Card policy reviewed as it is stated as a debit card within the policy. He was unable to find a hiring freeze policy in the documentation provided. He was not able to find a policy to allow a person to buy MERS time. He would like the policies reviewed.

Correspondence/Resolutions -

-Region 7 reappointment request of William Sanders.

COMMISSIONER LIAISON COMMITTEE REPORTS - Reports were forgone in the essence of time.

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
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GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

BARDWELL

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

YOUNG

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VAUGHAN

Board of Health
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Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Other Business as Necessary -

-EDC Board Member Removal - Board discussed the matter of removing an EDC Board member.

19-M-034

Motion by Young, seconded by Jensen to remove Dr. Douglas Link from the EDC Board due to the judicial legal outcomes. Roll Call Vote: Jensen - yes; Grimshaw - no; Young - yes; Bardwell - yes; Vaughan - absent. Motion Carried.

Extended Public Comment -

Tisha Jones-Holubec - Invited the Commissioners to the Republican County Convention on February 7, 2019 at 7:00 p.m. at the Oven.

Meeting adjourned at 12:23 p.m.

Jodi Fetting
Tuscola County Clerk

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
Public Hearing - Village of Millington Annexation
February 1, 2019 Minutes
H. H. Purdy Building

Commissioner Bardwell called the public hearing for the Village of Millington Annexation held at the H.H. Purdy Building in the City of Caro, Tuscola County, Michigan, on the 1st day of February 2019, to order at 9:05 o'clock a.m. local time.

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 4 - Mark Jensen, District 3 - Kim Vaughan (via Google Hangouts)

Commissioner Absent: District 5 – Daniel Grimshaw

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones-Holubec, Mike Miller, Sheriff Glen Skrent, Lawrence Kroswek, Steve Anderson

Sheriff Skrent stated there is concern due to which police department is responsible to respond to the school. There is also concern as the police contract was trying to be awarded to the local unit rather than to the county.

Superintendent Lawrence Kroswek spoke as to the reasons for the request to annex the properties that were missed in the original annexation. With the school not paying taxes, there is no loss of tax revenue to either entity. The requested areas of annexation would be covered by the Sheriff's Department currently as they are in the Township. It would simplify situations requiring response from the police department if all the school's property was in the Village.

Commissioner Jensen has not had any communication in opposition of the annexation. The Township Board has communicated to Commissioner Jensen that they are neutral in the matter.

Public Comment - None

Public Hearing closed at 9:17 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
February 1, 2019
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 12:23 p.m.

Commissioners Present: Young, Bardwell, Jensen, Grimshaw

Commissioners Absent: Vaughan

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones-Holubec

Claims and Per Diems were reviewed and approved by Bardwell, Young, Jensen.
Grimshaw dissented his vote.

Commissioner Grimshaw expressed concern over the statement on the finance report
as it states that the vouchers have been reviewed.

Public Comment - None

Meeting adjourned at 12:31 p.m.

Jodi Fetting
Tuscola County Clerk

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Friday, February 1, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan (via Google Hangouts) (excused at 10:25 a.m.), District 4 - Mark Jensen

Absent: District 5 - Daniel Grimshaw

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mike Miller, Eean Lee, Tisha Jones-Holubec, Sheriff Glen Skrent, Clayette Zechmeister, Steve Anderson, Shelly Lutz

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **Re monumentation Update** - Mike Hoagland provided a brief update. Michael Yates was not in attendance today. Mike Hoagland will schedule for an upcoming meeting.
2. **MSU Agreement for Extension Services** - Mike Hoagland provided an update regarding the agreement. Matter to be handled at the Board Meeting today.
3. **Update Regarding County Pension Plans** – Clayette Zechmeister provided an update regarding the MERS Retirement system and a comparison of the defined benefit versus the defined contribution retirement plans.
4. **Friend of the Court System Security Auditing Agreement and Budget Amendment** - Eean Lee provided an update regarding the savings from the original budgeted amount and the ability to have Friend of the Court gain reimbursement. Matter to be handled at the Board Meeting today.

On-Going and Other Finance

Finance

1. Work with MREC to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies - Mike Hoagland provided an update and an overview of legal costs that the County has incurred.
2. Providing Water to Caro Regional Center
3. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
4. Opioid Lawsuit
5. State Assessing Changes
6. Alternate to MCDC to Provide an Indigent Dental Clinic
7. Prepare of Updated Multi-Year Financial Plan - Mike Hoagland would like to prepare a two or three year projected plan.

8. Update Wind Turbine Revenue Information
9. Continue Review of Road Commission Legacy Costs
10. 2018 Comprehensive Annual Report Development
11. Convert to New State Chart of Accounts - Mike Hoagland explained the changes being implemented by the State.
12. 2020 Budget Development
13. Second Year MIDC Plan and Budget - Will be looking to add a part-time secretary to the program. Space will be a concern. It is expected to be funded by the State.
14. Determine if any Drain Bonds can be Retired Early or Refinanced
15. Property and Liability Insurance Renewals
16. How to Provide Physiological Services to Jail Inmates - Sheriff Skrent stated the number of inmates receiving services has decreased. TBHS is not able to accept any new cases from the jail at this point. Matter discussed.

COW Meeting Recessed at 9:05 a.m.
 Board went into Public Hearing at 9:05 a.m.
 COW Meeting Reconvened at 9:17 a.m.

Matter of Village of Millington Annexation will be handled at the Board Meeting today.

Technology

1. New Kronos Time Attendance and BSA Finance/General Ledger Software
2. Animal Control Camera and Other Security
3. New Server and Network Storage Capacity
4. Jail Live Scan Scanner
5. CLEMIS Road Patrol Software - Update provided.
6. GIS Update - The large scale printer has been received.
7. Increasing Online Services
8. Updating County Web Page
9. Implementation of New Computer Aided Dispatch System
10. MAC Conference Call - Commissioner Bardwell would like to have the opportunity to have a MAC Representative attend a meeting using technology to provide a MAC update.

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **Discussion of Board Rules of Order, Consent Agenda, Claims Docket and Hiring Freeze** - Board discussed the above matters. Board decided that Statutory Finance be emailed to Commissioners at that same time the Board Agenda is provided. Matter regarding the Board Rules of Order to be discussed at a meeting where Commissioner Grimshaw is in attendance. Board discussed the hiring freeze and reasons it was put in place.

Recessed at 9:54 a.m.
 Reconvened at 10:02 a.m.

2. **Resolve the Drain Office Grievance – Drain Commissioner and Human Resource Coordinator** - Drain Commissioner Mantey has presented to the Board the job

description for the creation of a new position in his office. It is not believed that he has presented to the union yet. Commissioner Vaughan is in support of rescinding the original motion. Matter to be handled at the Board meeting today.

3. **Review of Potential Policy Regarding Employment of Relatives** - Mike Hoagland has distributed proposed policy for review. Matter discussed and to be placed on the next Board agenda.
4. **Potential Process to Replace Retiring Controller/Administrator** - Mike Hoagland provided information to the Board regarding his potential retirement date of mid-June 2019. He provided a proposed plan to find a replacement for the position.

Commissioner Vaughan excused at 10:25 a.m.

5. **Review Economic Development Corporation (EDC) By-Laws, Board Member Terms, and Related Issues** - Commissioner Bardwell discussed the appointment of EDC Board Members and the current size of the EDC Board. There are three positions that are up for re-appointment. The County Clerk has submitted an ad to be placed in the Tuscola County Advertiser and it has been placed on the County website. Commissioner Young would like an update from EDC provided to the Board on a monthly basis. Commissioner Bardwell would like the current EDC board members to write a letter stating the business or entity they represent and to include the region they represent. Matter of Dr. Link to be removed from the EDC Board to be handled at the Board meeting today.

On-Going and Other Personnel - No update

1. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
2. Strengthen and Streamline Year-End Open Enrollment
3. Evaluate Potential Training Programs
4. Start the Development of Pay Grade Schedule and Updated Job Descriptions

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. **County Jail Study Committee – Development of a Concept Plan and Other County Millage Information** - Mike Miller stated the walk-through meeting with potential contractors is scheduled for February 19, 2019.
2. **Parks and Recreation Meeting Update** - Mike Hoagland shared the concern of Robert McKay in obtaining a quorum at the Parks and Recreation meeting. Matter discussed at length.
3. **Cass River Greenways – Request to Serve by Robert McKay** - Mike Hoagland explained request of Robert McKay to serve on the Cass River Greenways.

On-Going and Other Building and Grounds

1. Complete Formation of County Land Bank
2. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
3. County Property Ownership Inventory
4. Review of Alternative Solutions Concerning the Caro Dam
5. Sidewalk Improvements and Parking lot Sealing

6. Purdy Building Awning, Sign and Stucco Repairs
7. Jail Entrance Step and Ceiling Tile
8. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
9. Potential Sale of Certain County Properties
10. New Septic System at Vanderbilt Park and Vegetation Clearing
11. Health Department Painting, Animal Control Ceiling and Court Windows
12. Recycling Soil Removal and Construction

Other Business as Necessary

1. Public Hearing for Village of Millington Annexation 1/31/19
2. Federal Shutdown Impact on County Health Department
3. Methods of Providing Dental Care to Indigent
4. Elected Versus Appointed Road Commissioners
5. Work with DTE and Others to Solve Increasing Energy Demands in the County
6. Update County Policies and Place on County Website
7. Review and Update Animal Control Ordinance as Necessary - Mike Hoagland reviewed the opinion provided by the county attorney regarding the ordinance. It is recommended to review the current ordinance to determine if any updates need to be made.
8. Amended Budget for Medical Examiner (matter added) - Dr. Bush has submitted a request to have a budget amendment made by March 1, 2019. Dr. Bush's letter also discussed the possibility of establishing a regionalized system. Matter discussed.
9. Closure of County Notification (matter added) - Board discussed that there is an option to notify employees using the Rave software system the Dispatch uses. Matter discussed.

Public Comment Period - None

Meeting adjourned at 11:33 a.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 14th day of February, 2019 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 2/11/19
- Description of Matter:** Move that per the February 4, 2019 letter from the Drain Commissioner that the county hiring freeze be temporarily lifted and Dara McGarry be appointed to the position of Deputy Drain Commissioner at Step 5 of the wage scale based on her many years of experience in the Drain Office. Said change to be effective retroactively to February 1, 2019.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 2/11/19

Description of Matter: Move that per the January 14, 2019 letter from the Executive Director of the Region VII Area Agency on Aging that William Sanders be appointed to the Region VII Area Agency on Aging Board of Directors for a three year term beginning April 1, 2019 through March 31, 2022.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 2/11/19

Description of Matter: Move that the five year contract with Cintas to provide maintenance department uniforms be approved and all appropriate signatures are authorized.

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

#3

Correctional Healthcare Companies, LLC

A Wellpath Company

February 8, 2019

Lt. Brian Harris, Jail Administrator
Tuscola County Jail
420 Court Street
Caro, MI 48723

RE: Price Quote for Mental Health Coverage

Dear Lt. Harris,

Hope this letter finds you well. Correctional Healthcare Companies (CHC) feels fortunate to work alongside you in providing quality care to the detainees of the Tuscola County Jail.

Enclosed, please find our staffing proposal to provide Mental Health coverage. This price quote is an addition to the Health Care Services Agreement and not a standalone project. The rates quoted herein will be added to the current monthly rate being charged to the County.

We thank you for the opportunity to present this proposal. Should you have any questions or concerns, please do not hesitate to contact Elaine Kaiser, Operations Manager at 989-280-2030, or Jack Jadin, Director of Partner Services, at 920-304-6397.

Sincerely,

Stan Wofford
Senior Regional Vice President, Operations

cc: Elaine Kaiser, Operations Manager
Nanette Worley, Director of Operations
Jack Jadin, Director of Partner Services
Adolfo Cisnero, Senior Director of Partner Services

Price Quote for Inmate Medical Services at Tuscola County Jail

Effective: January 1, 2020

Proposed Modification	FTE	Hours	Annual Price	Monthly Price
Mental Health Professional *	0.05	2	\$8,744.64	\$728.72
Tele - Psychiatrist	0.025	1	\$16,405.44	\$1,367.12
Social Worker – On Call Services		0	\$1,412.40	\$117.70
Total	0.075	3	\$26,562.48	\$2,213.54

*MHP hours will be 4 hours every other week and includes round trip mileage.

Once approved, the rate listed above will be added to the current monthly medical services rate via a contract amendment. To affirm moving forward, please return a signed copy to Stephanie Parkinson, Partner Services Specialist, at sdparkinson@wellpath.us.

Upon receipt of the signed quote, our Legal department will draft a contract amendment reflecting these changes, and route to the appropriate individuals for signature. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through end of contract period.

The undersigned is authorized by Tuscola County to accept the above terms.

 Authorized Tuscola County Representative

 Date Signed

 Print Name

 Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

mhoagland@tuscolacounty.org

From: Glen Skrent <ggs@tuscolacounty.org>
Sent: Tuesday, February 12, 2019 9:05 AM
To: Mike Hoagland

Heidi checked and we paid about \$30,000 to TBHS for service in 2018. However, they somehow helped us with a hospital bill so it ended up to be about \$16,000 we actually spent last year.

Sheriff Glen Skrent Tuscola County Sheriff's Office

"Twenty years from now you will be more disappointed by the things that you didn't do than by the ones you did do."-**Mark Twain**

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Tuesday, February 12, 2019 10:09 AM
To: Sharon Beals
Cc: 'Glen Skrent'; 'Bardwell Thom'; 'Dan Grimshaw'; 'Kim Vaughan'; 'Merk Jensen'; 'Tom Young'
Subject: Inmate Mental Health Services

Sharon

The Sheriff has indicated you recommended a company named Locum Tenen to provide jail mental health services. Would you please explain the advantages of this company and their cost structure. We would appreciate your help and expertise in trying to determine the most cost effective method of providing the required mental health service to inmates. We have to quickly find the best solution to this problem. This unfortunate situation will likely result in significant new cost to the county.

Thank you.

Mike

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

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

From: Sharon Beals <sebeals@tbhs.net>
Sent: Wednesday, February 13, 2019 12:53 PM
To: 'mhoagland@tuscolacounty.org'
Subject: RE: Inmate Mental Health Services
Attachments: Jackson Coker Fully Executed Agreement 3-26-15.pdf, Addendum 072318 (003).pdf

Hi Mike,

I will be happy to provide you with what I can about the locum companies. We have used Locum Tenens in the past but are not currently using them. We have a contract currently through another locum company, Jackson Coker, for a child psychiatrist. There are a number of other locum companies, but Locum Tenens and Jackson Coker are the two that we have used most recently.

We have been recruiting for a psychiatrist since our full time psychiatrist left the agency in 2013. We have had minimal interest in our position and although we have made offers to a few psychiatrists, none were interested in relocating to or commuting to Tuscola County. Utilization of locum psychiatrists has been out of necessity, not because that is our preference. We were fortunate that Dr. Challa, a Locum Tenens psychiatrist, approached us about becoming a TBHS employee in 2017. We were able to hire Dr. Challa and she now provides telemedicine services to us from her home in Kentucky.

The biggest advantage to utilizing a locum company is the fact that they have the ability to recruit a psychiatrist to match the needs of the population that you are looking to serve. Other advantages for utilizing a locum company is that they will typically provide the malpractice insurance and do all background checks and credentialing that is required. I do not know what the requirements would be for those things in the jail.

I would expect that you will find that most locum psychiatrists that a company will offer to you will only be available via telemedicine. In the past, we were sometime able to find a locum psychiatrist that was willing to come on site to provide services, however; that has not been the standard in recent years. Unfortunately, there is a nationwide shortage of psychiatrists and it is even more difficult to find psychiatric services in rural areas.

Something that you will need to keep in mind. The locum company is just going to provide the psychiatrist. The jail would be responsible for all other functions that need to go along with the appointment; scripts, record keeping, etc.

I have attached a copy of our current master agreement and rates to this email for Jackson Coker. We also have another time limited agreement with Jackson Coker for the current services of the child psychiatrist that we are now utilizing which I did not provide.

Contact information for the reps that we work with is as follows:

Jackson & Coker
Kenda Holt
Email: kholt@jacksonandcoker.com
Phone: 678-352-3177

Locum Tenens
Kyle Ostendorf
Email: kostendorf@locumtenens.com
Phone: 678-690-7361



Jackson & Coker
3000 Old Alabama Road
Suite 118-B08
Alpharetta, GA 30022
www.jacksoncoker.com
phone 800.272.2707
fax 800.936.4662

CLIENT AGREEMENT

This CLIENT AGREEMENT is between Tuscola Co. Community Mental Health ("Client" or "you") and JACKSON & COKER LOCUMTENENS, LLC ("J&C," "we" or "us").

1.0 OVERVIEW

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens healthcare providers (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement. Contractors shall be requested, identified, accepted and scheduled in accordance with our applicable policies and procedures which we will make available to you.

2.0 J&C DUTIES

To assist you in obtaining qualified Contractors, J&C will:

- 2.1 Source, screen and present potential Contractors as appropriate;
- 2.2 Use our best efforts to present Contractors acceptable to you;
- 2.3 Provide for payment to the Contractor(s) for his/her fee(s);
- 2.4 Secure medical malpractice insurance coverage, where required, through our Insurance carrier for Contractor(s) arranged by us to provide professional medical services to you or your assigned facility;
- 2.5 Verify or assist in obtaining Contractor license(s), as necessary; and
- 2.6 Allow you or your assigned facility to retain patient revenue generated by any Contractor(s) placed by us.

3.0 CLIENT DUTIES

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

- 3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
- 3.2 Inform J&C within forty-eight (48) business hours if any Contractor presented by J&C is already known to Client. Otherwise, the Contractor will be conclusively presumed to have been introduced by J&C. Client agrees to submit proof of a prior relationship or introduction upon request by J&C;
- 3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
- 3.4 Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, payment based on mileage at the rate allowed by the Internal Revenue Service), and the cost of gasoline used both for local and round trips;
- 3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable, and pay any and all costs required for Contractor to be credentialed at the assigned facility and to become a member of your or its medical staff, including, but not limited to, costs of medical tests, drug screens, compliance with OSHA requirements and the like. J&C will reasonably assist you with the privilege process, if requested, at your sole cost and expense;
- 3.6 Pay all fees associated with any patient compensation fund as applicable by state;
- 3.7 Pay or reimburse J&C for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement. Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;
- 3.8 Participate in J&C customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor;
- 3.9 Client agrees that it or its assigned facility, will verify at Client's facility the identity of any and all physicians presented by Jackson & Coker Locum Tenens.

4.0 FEES

- 4.1 You agree to pay us the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and, (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.
- 4.2 Immediately upon your acceptance of a Contractor, you agree to pay J&C a deposit in the amount of \$10,000.00. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.
- 4.3 You agree to pay J&C an administrative service fee in the amount of \$34.00 for each calendar day during which a Contractor delivers services through patient contact or call availability.
- 4.4 A premium of one-half of the daily rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by the assigned facility, regardless of whether services are actually provided on these days (except with prior approval of J&C and the Contractor). Should the Contractor render services/work on the holiday, the premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater. Should the Contractor have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.
- 4.5 You are responsible for verifying and signing Contractor's Service Record on a weekly basis or ensuring an authorized representative of the assigned facility does so. A signed service record indicates your agreement that Contractor has properly provided Services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If you have a question concerning the Contractor's Service Record, you shall notify J&C within three (3) business days of your receipt of the Service Record in question from the Contractor. After three (3) business days, any and all Service Record(s) will be deemed accurate and valid, and J&C will be entitled to payment of service fees for the time reflected on that Service Record in accordance with the terms hereof.
- 4.6 Payment for each Service Record period is due immediately upon receipt of an invoice. All payments more than thirty (30) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

5.0 CANCELLATION OF COVERAGE

J&C expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by J&C prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 J&C will not, in any event, remove a Contractor from or cancel an assignment for illegal reasons.

6.0 SUBSEQUENT PLACEMENT, RECRUITMENT OR OTHER USAGE OF A CANDIDATE

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the amount set forth below, you may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through J&C, following completion of 60 days locum tenens coverage by that Contractor. The recruitment fee is \$ 40,000.00 for a physician and \$ 28,000.00 for a CRNA. The recruitment fee is payable for any Contractor introduced to you or the assigned facility by J&C who:

6.1 Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, or

6.2 Accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, if you or the assigned facility personnel assist in obtaining the position or if the Contractor has privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility, or

6.3 Engages in locum tenens coverage for you or any of your affiliates or with the assigned facility, except through J&C, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you.

6.4 The recruitment fee is due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement. In addition, should you elect to interview a candidate introduced to you by J&C for a permanent position, you agree to pay expenses related to that interview.

7.0 STATUS OF CONTRACTORS

Contractors are independent contractors of J&C and/or any one of its affiliates (including Jackson & Coker Medical, LLC). Contractors are not employees, agents or subcontractors of J&C. Because Contractors are independent contractors, neither J&C, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 STANDARDS OF SERVICE

J&C is committed to customer satisfaction. You agree to assist J&C in this process by providing us with meaningful feedback by: (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to J&C's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 business hours of your notification of any incident or claim involving a Contractor placed through J&C so that we may assist in its resolution.

9.0 TERM

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one year terms unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty (30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by J&C. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 J&C may terminate this Client Agreement for any reason upon thirty (30) days prior written notice effective upon receipt by Client.

10.0 MUTUAL INDEMNIFICATION

10.1 J&C shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold harmless J&C, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 GENERAL

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of J&C which we deem to be proprietary, are confidential and are provided for your internal use only in connection with your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in Atlanta, Georgia. If J&C prevails, Client agrees to pay for reasonable expenses, including attorneys' fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any person, other than J&C and Client.

11.7 J&C will retain its records and provide governmental authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by fax, facsimile or other wire transmission or (iii) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service, addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Georgia.

The effective date of this Client Agreement is 3/26 2015

CLIENT: Tuscola Co. Community Mental Health

JACKSON & COKER LOCUM TENENS, L.L.C.

By: Shawn Beards

By: [Signature]

Title: C.E.O.

Title: Personnel Vice President

Date: 3/25/15

Date: 3/26/15

Federal Employer ID
38-2848125

Notice Address:
327 N STATE ST
7000 MT 48723
ATTN: PAUL JACKSON
Fax: (828) 673-2199

Notice Address:
3000 Old Alabama Rd.
Suite 110-002
Alpharetta, GA 30022
Attn: _____
Fax: (800)936-4502

**ADDENDUM FOR Tuscola County Community Mental Health
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE**

This Addendum serves as an amendment and supplement to any prior Client Agreements between Tuscola County Community Mental Health ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement. The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Child & Adolescent Psychiatry (Doctor, Telemedicine)	Child & Adolescent Psychiatry (Doctor, On-Site)
Regular Rate	\$200.00-\$240.00/Hour	\$200.00-\$240.00/Hour
Overtime Rate	\$300.00-\$360.00/Hour	\$300.00-\$360.00/Hour
Weekday Call	\$265.00/Booking Day	\$265.00/Booking Day
Weekend Call	\$1,000.00/Booking Day	\$1,000.00/Booking Day
Holiday Bonus	\$1,000.00/Booking Day	\$1,000.00/Booking Day
Holiday Call	\$1,000.00/Booking Day	\$1,000.00/Booking Day
Malpractice	\$5.50/Hour	\$5.50/Hour
Per Diem	\$50.00/Booking Day	\$50.00/Booking Day
Admin Fee	\$32.00/Booking Day	\$32.00/Booking Day

Rates are subject to change based upon market conditions.
Malpractice hourly rate is charged for a minimum of 8 hours during weekdays. All overtime hours will incur malpractice charges at an hourly rate. Orientation and any required training is billed at a regular daily rate if the orientation is 8 hours, and if the orientation is less than 8 hours it will be billed at the hourly overtime rate.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Jul 11 2018

CLIENT: Tuscola County Community Mental Health

LOCUMTENENS.COM, LLC

Name: Sharon Beats

Name:

Sign: Sharon Beats

Sign:

Title: CEO

Title:

Date: 7/23/18

Date:

This CLIENT AGREEMENT (Agreement #40136) is between Tuscola County Community Mental Health ("Client" or "you") and LOCUMTENENS.COM, LLC ("LOCUMTENENS.COM," "we" or "us").

1.0 OVERVIEW

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens Contractors (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 LOCUMTENENS.COM DUTIES

To assist you in obtaining qualified Contractors, LOCUMTENENS.COM will:

- 2.1 Source, screen and present potential Contractors as appropriate;
- 2.2 Use our best efforts to present Contractors acceptable to you;
- 2.3 Reimburse the Contractor(s) for his/her fee(s);
- 2.4 Provide malpractice insurance coverage, where required, through our insurance carrier for any and all Contractor(s) provided by us to you;
- 2.5 Verify or assist in obtaining Contractor licensure, as necessary; and
- 2.6 Allow you to retain patient revenue generated by any locum tenens Contractor(s) placed by us.

3.0 CLIENT DUTIES

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

- 3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
- 3.2 Inform LOCUMTENENS.COM within forty-eight (48) hours if any Contractor presented by LOCUMTENENS.COM is already known to Client. Otherwise, the Contractor will be conclusively presumed to have been introduced by LOCUMTENENS.COM. Client agrees to submit proof of a prior relationship or introduction upon request by LOCUMTENENS.COM;
- 3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
- 3.4 Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, reimbursement of mileage at the rate allowed by the Internal Revenue Service), and gasoline reimbursement (both local gas and round trip gasoline expenses);
- 3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable, and pay any and all costs required for Contractor to be credentialed at the assigned facility and to become a member of your or its medical staff, including, but not limited to, costs of medical tests, drug screens, CSR, DEA, DEA address change, compliance with OSHA requirements and the like. LOCUMTENENS.COM will reasonably assist you with the privilege process, if requested, at your sole cost and expense;
- 3.6 Pay all fees associated with any patient compensation fund as applicable by state;
- 3.7 Verify identity of Contractor at Client's facility;
- 3.8 Pay or reimburse LOCUMTENENS.COM for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement; Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;
- 3.9 Comply and require the assigned facility to comply with AMA, JOAHO, federal, state and local standards relating to patient care and related activities;
- 3.10 Participate in LOCUMTENENS.COM customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor.

4.0 FEES

- 4.1 You agree to pay the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.
- 4.2 Immediately upon your acceptance of a Contractor, you agree to pay LOCUMTENENS.COM a deposit in the amount of \$15,000.00. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.
- 4.3 You agree to pay LOCUMTENENS.COM an administrative service fee in the amount of \$20.00 for each calendar day a Contractor delivers services through patient contact or call availability.

4.4 A premium of one weekend day on-call rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by your facility, regardless of whether services are actually provided on these days (except with prior approval of LOCUMTENENS.COM and the Contractor). In addition to the premium, should the Contractor render services/work on the holiday, all hours worked will be charged at the overtime rate. In addition to the premium, should the Contractor have call duties on the holiday, the Weekend/Holiday on-call rate will be charged and any call-back hours will be charged at the overtime rate.

4.5 You are responsible for verifying and signing Contractor's time sheets on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed time sheet indicates your agreement that Contractor has properly provided Services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If you have a question concerning the Contractor's time sheet, you shall notify LOCUMTENENS.COM within three (3) business days of your receipt of the time sheet in question from the Contractor. After three (3) business days, any and all time sheet(s) will be deemed accurate and valid, and LOCUMTENENS.COM will be entitled to payment of service fees for the time reflected on that time sheet in accordance with the terms hereof.

4.6 Payment for each time card period is due immediately upon receipt of an invoice. All payments more than thirty (30) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

5.0 CANCELLATION OF COVERAGE

LOCUMTENENS.COM expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by LOCUMTENENS.COM prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse LOCUMTENENS.COM for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 LOCUMTENENS.COM will not, in any event, remove a Contractor from or cancel an assignment for illegal or discriminatory reasons.

6.0 SUBSEQUENT PLACEMENT, RECRUITMENT OR OTHER USAGE OF A CANDIDATE

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the amount set forth below, you or the assigned facility may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through LOCUMTENENS.COM, following completion of 60 days locum tenens coverage by that Contractor. The recruitment fee is \$40,000.00 for a physician and \$28,000.00 for a CRNA. The recruitment fee is payable for any Contractor introduced to you by LOCUMTENENS.COM who:

6.1 Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you; or

6.2 Accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, if you or the assigned facility personnel assist in obtaining the position or if the Contractor has privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility; or

6.3 Engages in locum tenens coverage for you or any of your affiliates or with the assigned facility, except through LOCUMTENENS.COM, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you.

6.4 The recruitment fee is due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or

cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement. In addition, should you elect to interview a candidate introduced to you by LocumTenens.com for a permanent position, you agree to pay expenses related to that interview.

7.0 STATUS OF CONTRACTORS

Contractors are independent contractors of LOCUMTENENS.COM and/or any one of its affiliates (including LT Medical, LLC). Contractors are not employees, agents or subcontractors of LocumTenens.com. Because Contractors are independent contractors, neither LOCUMTENENS.COM, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 STANDARDS OF SERVICE

LOCUMTENENS.COM is committed to customer satisfaction. Our risk management will periodically review the performance of Contractors while on assignment. You agree to assist LOCUMTENENS.COM in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to LOCUMTENENS.COM's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 hours of your notification of any incident or claim involving a Contractor placed through LOCUMTENENS.COM so that we may assist in its resolution.

9.0 TERM

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one year terms unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty (30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by LOCUMTENENS.COM. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse LOCUMTENENS.COM for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 LOCUMTENENS.COM may terminate this Client Agreement for any reason upon thirty (30) days prior written notice effective upon receipt by Client.

10.0 MUTUAL INDEMNIFICATION

10.1 LOCUMTENENS.COM shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold LOCUMTENENS.COM, its affiliates, officers, directors, employees, counsel, agents, and assigns, harmless from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 GENERAL

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of LOCUMTENENS.COM which we deem to be proprietary, are confidential and are provided for your internal use only in connection with your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in Atlanta, Georgia. If LOCUMTENENS.COM prevails, Client agrees to pay for reasonable expenses, including attorneys' fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement, if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any party, other than LOCUMTENENS.COM and Client.

11.7 LOCUMTENENS.COM will retain its records and provide government authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by telex, facsimile or other wire transmission or (iii) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Georgia.

The effective date of this Client Agreement is April 1, 2013.

CLIENT: Tuscola County Community Mental Health

By: Sharon Beals
Title: CHIEF EXECUTIVE OFFICER
Date: 4/15/13

LOCUMTENENS.COM, LLC

By: [Signature]
Title: S.V.P.
Date: 4/16/13

Federal Employer ID:

38-2848185

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009

Notice Address:

323 N. STATE ST.
CARO MI 48723

Attn: CINDY COPPERMAN
Fax: (989) 673-1596
COPPERMAN@TDHS.NET

Attn: Kelly Glenn
Fax: 678-992-1401/kglenn@locumtenens.com

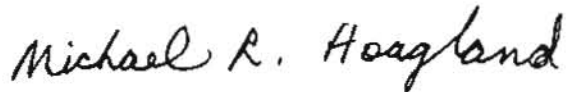
mhoagland@tuscolacounty.org

Subject: Notice of Retirement

Commissioners

This letter serves as official notification that I am retiring from my current position of Tuscola County Controller- Administrator effective at the end of the work day on June 14, 2019.

Thank you for this opportunity.



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

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

Timeline and Actions to Hire New Controller/Administrator (CA)

Action	Responsibility	Date
Draft hiring steps/information submitted to personnel committee (PC)	CA	1/25/19
Request approval for PC to lead hiring process with periodic updates and board actions	PC	1/28/19
Board approves PC leading the hiring process	Board of Commissioners	1/28/19
Current CA retirement letter submitted effective 6/14/19 - board action to receive/place on file	Board of Commissioners	2/14/19
Method of replacement recommended - "traditional" or "fill from within"	PC	2/14/19
Replacement method approved	Board of Commissioners	2/14/19
Recommendation regarding titling the position as CA or administrator	PC	2/14/19
Board acts on hiring position as a CA or administrator	Board of Commissioners	2/14/19
Job description drafted including qualifications and wages	HR, CA and PC	2/15/19
Recommendation regarding job description, qualifications and wages to board	PC	2/28/19
Board acts on job description, qualification, wages and advertising	Board of Commissioners	2/28/19
Recommends applicant be reviewed by HR, CA and two PC commissioners	PC	2/28/19
Board acts to have HR,CA and PC review applicants	Board of Commissioners	2/28/19
Position advertised on job search site, MAC and others for one month until April 1	HR and CA	3/1/19
PC, HR and current CA reviews applicants and chooses up to five or six for interviews	HR, CA and PC	4/5/19
Interview questions developed	HR, CA and PC	4/12/19
Interviews scheduled for April 15 and 16	HR	4/15/19
PC, HR and current CA narrow candidates to two or three	HR, CA and PC	4/17/19
Two or three finalists interviewed by board at committee of the whole meeting	Board of Commissioners	4/22/19
Finalist chosen contingent on acceptable employment terms, physical and background check	Board of Commissioners	4/25/19
Terms of employment negotiated including wages, employment contract, etc.	HR, CA and PC	5/13/19
HR background checks and physical conducted	HR	5/13/19
Board makes official appointment	Board of Commissioners	5/16/19
Individual begins employment anytime after 5/16/19		5/17/19

MICHIGAN AGRICULTURAL PRESERVATION FUND BOARD

Location: GreenStone Farm Credit Services
 3515 West Road
 East Lansing, MI 48823
 Room 111

Wednesday, February 20, 2019
 1:00 PM – 4:00 PM
 AGENDA

- | | | |
|-----------|------|--|
| 1:00 p.m. | 1. | Call to Order – Gary McDowell, MDARD, Temporary Chair |
| | a. | Board Members (self-introductions) |
| | b. | Election of Chair |
| 1:30 p.m. | 2. | Public Comment on Agenda Items |
| 1:40 p.m. | 3. | History of the Agricultural Preservation Fund Board (Harlow, Juras) |
| | 4. | Role of Ag Board Members (Harlow) |
| 2:00 p.m. | 5. | Agricultural Preservation Fund Update (Harlow) |
| | a. | Possible Application Cycle FY 2020 |
| | b. | Funding Sources for the Fund |
| | 6. | Current Qualified Local Programs (Juras) |
| 2:30 p.m. | | Break |
| 2:45 p.m. | 7. | Scoring System Review/Revise (Harlow, Juras) |
| 3:15 p.m. | 8. | Possible October 1, 2019 (Call for Applications Date?) |
| 3:25 p.m. | 9. | Public Comment on Other Items |
| 3:35 p.m. | 10. | Next Steps |
| | i. | Determine Future Meeting Date |
| | ii. | Determine USDA Funding Available |
| | iii. | Revise Application Forms Based on Possible Updates to scoring system |
| | iv. | Revision of Processes as Needed Based on Board Direction |
| | v. | Confirm Local Programs are Qualified |
| 4:00 p.m. | | Adjourn |

Agricultural Preservation Fund Comprehensive Plan Required Elements

Date Comprehensive Plan approved, amended, or reviewed:
(must be within last five years and supported by documentation)

Elements included in the comprehensive plan:

A future land use map indicating the areas intended for agricultural preservation.

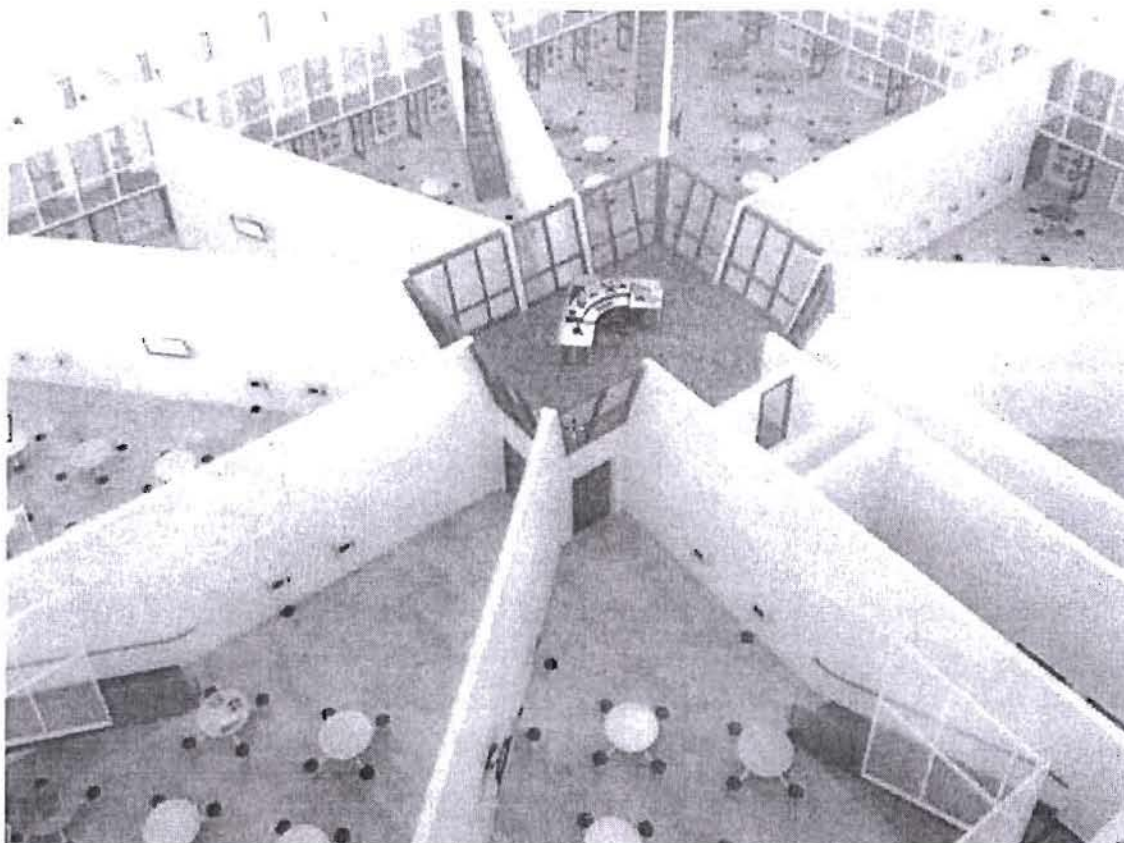
- Preservation area must be clearly identified.

A description of how and why the preservation area was selected.

Text describing the strategies intended to be used in order to preserve the agricultural land, including Purchase of Development Rights (PDR) but should include other techniques.

Language indicating why farmland should be preserved in the community (cost of services studies, economic benefit to the community etc.)

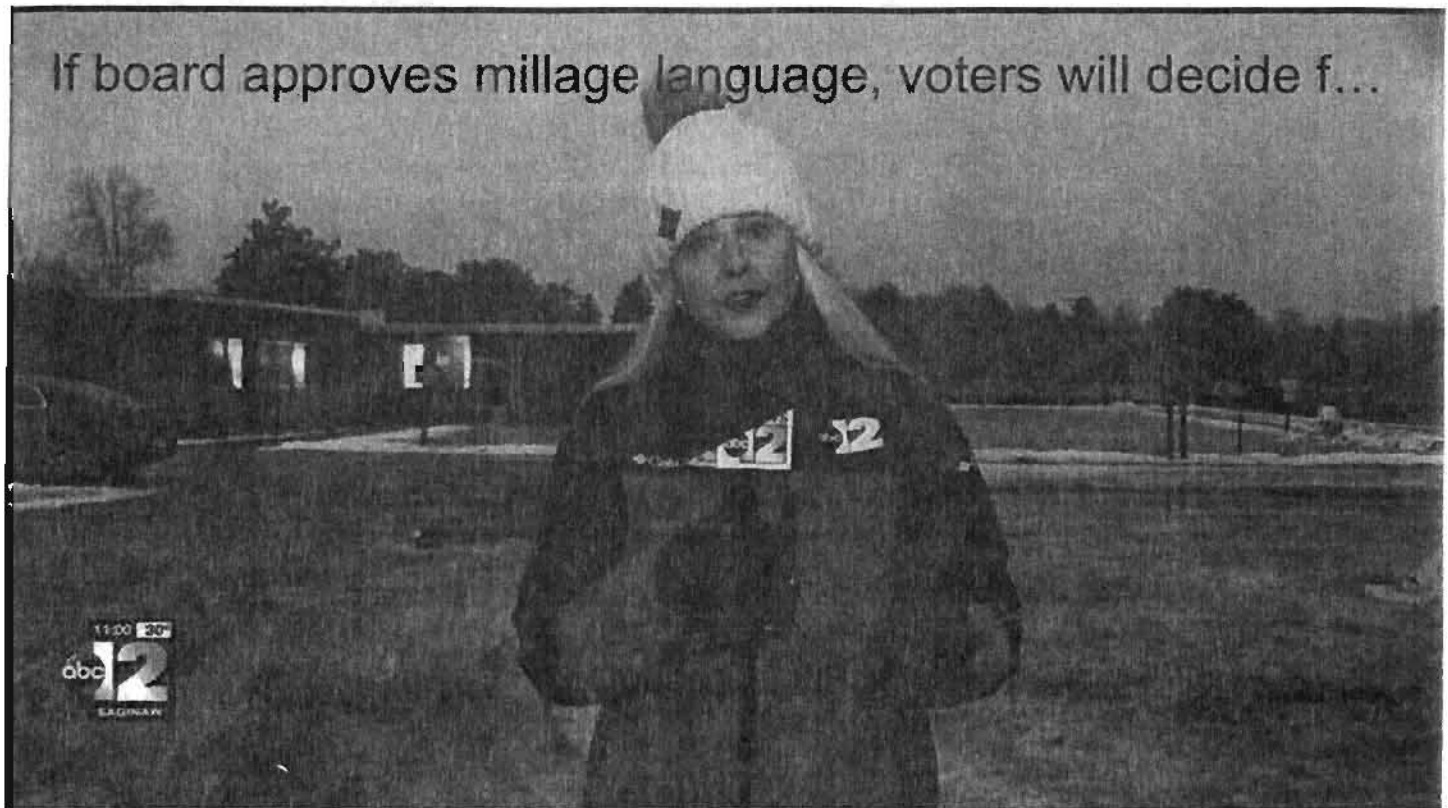
Mid-Michigan county one step closer to getting a new jail. Where the proposal sta



Millage for new Shiawassee
Jail likely to be on May
ballot

wnem.com

Shiawassee County moves one step closer to millage vote for \$37 million jail



By Amy Hybels | Posted: Wed 11:28 PM, Feb 06, 2019 | Updated: Thu 12:28 AM, Feb 07, 2019

CORUNNA (WJRT) (02/06/2019) - Shiawassee County is one step closer to getting a new jail.

In a 5 to 1 vote Wednesday, commissioners approved a measure asking voters for a millage that would pay for a \$37 million jail. On Thursday they will vote on the ballot language to place the question on the May ballot.

Sheriff Brian BeGole wants to replace the jail after a feasibility study concluded the cost of renovating exceeds the cost of new construction.

"I'm asking you to push this forward to let the people of Shiawassee County make that decision if they want a county jail to be humane, to be one that lessens the liability of the county," BeGole told the board.

Staff Sgt. Casey Colbry said the new jail is necessary and not a luxury item.

"We're not asking for a new jail simply because we'd like a new one," he said. "We're asking because we need one."

If voters approve the 20-year tax property tax increase to pay for the jail, the county's millage rate would go up by 1.64 mills – or \$1.64 on every \$1,000 of taxable value.

"I don't really want to spend the money, but at times you have to," said Finance Chairman John Plowman. "And this is one of those times."

Commissioner Gary Holzhausen said he will not vote for placing the millage on the ballot.

"There's at least 30 percent of the people in the county who are struggling, can hardly make ends meet, and somebody's got to support those," he said.



Rich Labdon, the only resident to speak during the public hearing, calls this a rush to get a new jail.

"We have decided that rather than deal with social problems at the root, we're just going to round them up and put them in jail," he said. "It's a shame."

The price tag includes \$500,000 in operational and programming costs for mental health, addiction and vocational training.

"The question is that in 20 years, how are we going to continue to sustain those programs?" Commissioner Marlene Webster asked.

The board is expected to pass the ballot language on Thursday, leaving the final decision with the voters.

Powered by

Draft
 Tuscola County Board of Commissioners
 Committee of the Whole
 Friday, February 11 2019 – 8:02 A.M.
 HH Purdy Building - 125 W. Lincoln, Caro, MI

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

Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Mike Miller, Eean Lee, Tisha Jones-Holubec, Nancy Laskowski, Tom McGough, Carmel Pattullo, Richard Peterhans, Lisa Geiger, Steve Erickson, Jim McLoskey, Sheriff Glen Skrent, John Kieliszekski, Jodie Kieliszekski, Clayette Zechmeister, Sandy Nielsen, Lieutenant Brian Harris, Jim Tussey, Shelly Lutz, Mary Brissette, Drain Commissioner Bob Mantey, Eileen Doering, Leigh Nacy, Ken Hecht

Finance/Technology
 Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **Economic Development Corporation (EDC) Activity Update, Attendance, Terms of Office and Areas of Representation** – John and Jodie Kieliszekski, Bee Lovely Botanicals, explained what their business does. They recently received a small business award. Steve Erickson provided an update of the Quality Roast business project. Steve also provided an update on various other projects. The make-up of the EDC Board was reviewed and discussed.
2. **Update Regarding 2018 Audit (Comprehensive Annual Financial Report)** – Clayette Zechmeister provided an update with the progress that has been accomplished with the new auditing firm.
3. **Need for Psychological Services for Jail Inmates** - Mike Hoagland reviewed the situation of a shortage of psychological service that is being experienced by the Sheriff's Department. Sheriff Skrent and Lieutenant Harris provided insight as to the challenges. Commissioner Grimshaw provided insight from serving on the Behavioral Health System Board. Sheriff Skrent will continue to gather further information and come back to the Board if necessary.
4. **Payment for Additional Schellenbarger Engineering Services** - Mike Hoagland provided an update regarding the conference call that was held in reference to providing water to the Caro Center. Further update to be provided at Thursday's Board meeting.
5. **Medical Examiner System** - Mike Hoagland reviewed the various requests made that would require an amended 2019 Medical Examiner budget to be completed.
6. **CLEMIS Road Patrol Software – Impacts on Local Police Departments** - Eean Lee provided a review of the proposed software change and the potential impacts. Matter to be placed on Thursday's agenda for further discussion.

On-Going and Other Finance

Finance

1. Work with MREC to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies - Mike Hoagland provided an update regarding a Senate Bill that has been introduced.
2. Providing Water to Caro Regional Center
3. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
4. Opioid Lawsuit
5. State Assessing Changes
6. Prepare of Updated Multi-Year Financial Plan
7. Update Wind Turbine Revenue Information
8. Continue Review of Road Commission Legacy Costs
9. 2018 Comprehensive Annual Report Development
10. Convert to New State Chart of Accounts
11. 2020 Budget Development
12. Second Year MIDC Plan and Budget
13. Determine if any Drain Bonds can be Retired Early or Refinanced
14. Property and Liability Insurance Renewals - Renewal should be coming soon.

Technology

1. New Kronos Time Attendance and BSA Finance/General Ledger Software - Project is moving slower than expected.
2. Animal Control Camera and Other Security
3. New Server and Network Storage Capacity
4. Jail Live Scan Scanner
5. CLEMIS Road Patrol Software - Discussed in primary finance.
6. GIS Update
7. Increasing Online Services
8. Updating County Web Page
9. Implementation of New Computer Aided Dispatch System

Recess at 10:09 a.m.

Reconvened at 10:22 a.m.

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **Updating Animal Control Ordinance** - Mike Hoagland provided an update in the process of reviewing the current ordinance.
2. **Video Conferencing MAC for Updates** - Deana Bosworth feels this would be a possibility just the logistics need to be worked out. There is still interest in continuing the MAC District 7th meeting.

3. **Request to Appoint Dara McGarry to the Deputy Drain Commissioner Position** - Drain Commissioner Mantey explained his request and reasons for changing his original request. Step increase was discussed. Matter to be placed on the Consent Agenda.
4. **Potential Filling of Account Clerk III Position in Drain Commission Office** - Interviews have been completed and a candidate has been selected. Matter to be placed on Thursday's Board Agenda if the candidate accepts. Board discussed
5. **Replacing Retiring Controller/Administrator** - Mike Hoagland provided a draft timeline and proposed guidelines to replace his position. Board discussed options including having a recruiting firm provide assistance. Matter to be placed on Thursday's agenda.
6. **Scheduling a MAC 7th Meeting to Determine if Organization will Continue** - Matter discussed earlier in the meeting.
7. **Obtaining Quorums at Parks and Recreation Commission Meetings** - Matter discussed regarding the quorum at the meeting. Mike Hoagland will contact Robert McKay regarding adjusting meeting time to allow increased participation.
8. **Appointment to the Region VII Area Agency on Aging** - Matter to be placed on the Consent Agenda.
9. **Discussion of Various Procedural and Policy Matters** - Board would like Deb Babich to begin a review process of the County Policy.
 - **Board Rules of Order**
 - **Consent Agenda** - Board discussed.
 - **Claims Docket**
 - **Debit Card Policy**
 - **Drug Policy** - Board discussed.
 - **Hiring Freeze**
 - **Purchase of Service Time in MERS**
 - **Procedures to Update County Policies**

On-Going and Other Personnel

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

Building and Grounds

Committee Leaders-Commissioners Jensen and Grimshaw

Primary Building and Grounds

1. **Maintenance Department Uniform Contract** - Mike Miller expects the cost of the contract to decrease. Matter to be placed on the Consent Agenda.

On-Going and Other Building and Grounds

1. County Jail Study Committee – Development of a Concept Plan and Other County Millage Information - Mike Hoagland will get a copy for Commissioner Grimshaw.
2. Cass River Greenways – Robert McKay to bring Information to a March Meeting
3. Complete Formation of County Land Bank

4. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
5. County Property Ownership Inventory
6. Review of Alternative Solutions Concerning the Caro Dam
7. Sidewalk Improvements and Parking Lot Sealing
8. Purdy Building Awning, Sign and Stucco Repairs
9. Jail Entrance Step and Ceiling Tile
10. State Police Post Water Tank Inspection, Sidewalk and Parking Lot Repairs
11. Potential Sale of Certain County Properties
12. New Septic System at Vanderbilt Park and Vegetation Clearing
13. Health Department Painting, Animal Control Ceiling and Court Windows
14. Recycling Soil Removal and Construction

Other Business as Necessary

1. Methods of Providing Dental Care to Indigent
2. Elected Versus Appointed Road Commissioners
3. Work with DTE and Others to Solve Increasing Energy Demands in the County
4. Update County Policies and Place on County Website
5. Review and Update Animal Control Ordinance as Necessary

Public Comment Period -

-Nancy Laskowski - Nancy asked the Board if the Board had a certain timeframe that policies are regularly reviewed. Also, there are turbine projects being proposed near airports in Kalamazoo and Mt. Pleasant areas. Nancy wanted to verify if an application was received for a permit. Clerk Fetting stated an application has been received and provided to Michael Yates. Also discussed, was the height of the water tower at the Regional Center and if it would be able to be increased.

-Jim Tussey - Jim asked the process of notifying the proper parties when an application is received. He asked the Board to work together with the Zoning Administrator during this process to encourage the proper steps are being taken. It was recommended to get an engineering firm involved.

-Mike Pattullo - Mike expressed how valuable the airport is to his employer and clients.

-Ken Hecht - Ken questioned if there would be a public hearing on the application and if Mr. Yates has access to the county attorney. Ken thanked the Board for listening.

-Eileen Doering - Eileen thanked the Board for their consideration today.

-Tom McGough - Tom asked the Board to table the matter for further legal opinion.

-Richard Peterhans - Richard has recently been appointed to the Juniata Township Planning Commission. Thanked the Board for their time and consideration of the matter.

Meeting adjourned at 12:20 p.m.

Jodi Fetting
Tuscola County Clerk



110 W. Michigan Ave., Suite 200
Lansing, MI 48933
517-372-5374 Fax 517-482-4599
www.micounties.org
Stephan W. Currie, Executive Director

February 1, 2019

Board of Commissioners
Tuscola County
125 W. Lincoln
Caro, MI 48723

Per the provisions in Article XIV (3) of the current Michigan Association of Counties By-laws, we have enclosed a copy of the proposed changes to said by-laws that will be voted on during a special Business Meeting on March 27, 2019, at the 2019 Legislative Conference in Lansing.

Changes must be approved by a majority vote of the individual members (commissioners) qualified to vote who are present and vote. In order to vote in the Business Meeting, a commissioner must be registered for the conference.

If there are any questions about this proposal, please contact MAC Executive Director Stephan W. Currie at 517-372-5374 or scurrie@micounties.org.

Sincerely,

Ken Borton
President
Board of Directors

Stephan W. Currie
Executive Director

KB/drm

Enc.

Adopted August 19, 2008

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MICHIGAN ASSOCIATION OF COUNTIES BY-LAWS

MISSION STATEMENT

The Michigan Association of Counties (sometimes referred to herein as "MAC" or the "Association") founded on February 1, 1898, is the only statewide organization dedicated to the representation of all county commissioners in Michigan.

MAC is a non-partisan, non-profit organization which advances education, communication and cooperation among county government officials in the state of Michigan. MAC is the counties' voice at the State Capitol, providing legislative support on key issues affecting counties.

ARTICLE I. PURPOSE

The purpose of this Association shall be: to improve county and local governments through cooperative and mutual efforts; ~~to develop a legislative program beneficial to county and local government and citizens thereof; to provide information and research for the collection, analysis, and dissemination of appropriate materials; to formulate, to sponsor and carry out, alone or in cooperation with others, educational projects and programs beneficial to county and local government; to sponsor annual conventions as well as other meetings and seminars for the study of problems and matters of concern to county and local government; to publish an official magazine along with other reports and bulletins on county and local matters; to establish and maintain a close working relationship with State government and other units of government; to render such other services as may be advisable; and to promote greater citizen awareness, understanding and participation of and in county and local government.~~

ARTICLE II. GENERAL PROVISIONS CONCERNING MEMBERS

Section 1 - Classes of Members. There are three (3) classes of members with qualifications and rights as follows:

(a) Individual Members: All members of the county board of commissioners which is a member of this a Association qualify as individual members by complying with these bylaws. A county commissioner who ceases to be a county commissioner shall thereupon cease to be an individual member.

(b) County Members: Any county ~~of-in~~ the State of Michigan may become a county member by paying the dues herein set forth and complying with these bylaws.

(c) Affiliate Members: Associations or corporations organized for the purpose of fostering and promoting the improvement of ~~local-county~~ government and its administration in this state may be admitted by the board of directors (hereafter "Board"). The membership dues of affiliate members shall be determined as hereinafter provided.

Section 2 - Voting Power. Only ~~members of a county board of commissioners individual commissioners~~ from member counties and eligible individuals referenced in Article IV, Section 1(c) have the right to vote and hold MAC office. ~~Proxy voting is not permitted.~~

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ARTICLE III. GENERAL MEMBERSHIP MEETINGS

Section 1 - Annual Meeting. The annual meeting shall be at a time and place designated by the Board. At least ~~sixtythirty (630)~~ days but not more than sixty (60) days prior notice shall be given personally, by U.S. mail, or by electronic transmission (e.g. email) from the ~~e~~Executive ~~d~~Director to the members. ~~Unless specifically restricted in the notice, the purpose of any annual meeting shall be to elect the Board and conduct any other business that may come before the meeting.~~

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Section 2 - Special Meetings. Special meetings may be called at any time by the ~~Board President, or by a petition signed by the Chairs of twenty-five (25) percent of the member counties.~~ Such meeting shall be held at such time and place as shall be designated by the Board.

~~The executive director~~ Written notice of the time, place and purposes of a special meeting of members shall be given to each member personally, by mail, or by electronic transmission (e.g. email). ~~shall give at least ten (10) days notice but not more than sixty (60) days before the date of the meeting by U.S. mail to each member.~~ No business shall be conducted at a special meeting except as specified in such notice.

Section 3 - Place of Meetings. Meetings shall be held in the State of Michigan. Caucuses may be called in conjunction with the NACo Conferences.

Section 4 - Quorum and Voting. When an action is to be taken by vote of the individual members, it shall be authorized by a majority of the votes cast by the individual members duly registered and present at a meeting, which may be held during the annual MAC conference or other MAC convention or conference. The members who are present for the meeting ~~A majority of the individual members duly registered and present for a meeting shall constitute a quorum for lawful purposes, including the election of directors.~~

Section 5 – Proxies. A proxy shall be operative if it is signed by the individual member and filed with the MAC President. Unless the proxy states otherwise, the proxy shall extend to all meetings of the individual members and shall remain in force one year from its date and no longer.

Section 65 - Platform. A member wishing to submit an amendment to the MAC Platform shall submit the amendment to the MAC President at least five (5) days prior to the opening day of the MAC Annual Conference. Such amendment will require a majority vote at the annual meeting to be adopted.

An amendment to the MAC Platform may be presented from the floor during the annual meeting. Such amendment will require a 2/3 majority vote of the members at the meeting at which a quorum is initially established to be adopted.

ARTICLE IV. MAC BOARD OF DIRECTORS

Section 1 - Number. The powers, business and property of MAC shall be exercised, conducted and controlled by a Board not to exceed ~~twenty four~~~~sixteen~~ **(16)** ~~(1624)~~ members. ~~until such time as there are only two "at-large" directors as provided in subsection (c) below and then there shall be not more than twenty three (23) directors.~~

(a) Regional Directors. Directors shall be selected in number from geographical areas set forth below. ~~Regional caucuses shall be scheduled during the annual meeting or any other MAC conference as needed.~~

Region 1 - Two (2) directors from the counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft.

Region 2 - Two (2) directors from the counties of Antrim, Benzie, Charlevoix, Clare, ~~Emmet~~, ~~Grand Emmet~~, ~~Grand~~ Traverse, Isabella, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Oceana, Osceola, and Wexford.

Region 3 - Two (2) directors from the counties of Allegan, Barry, Berrien, Branch, Calhoun, Cass, Eaton, Ionia, Kalamazoo, Kent, Muskegon, Ottawa, St. Joseph and Van Buren.

Region 4 - Two (2) directors from the counties of Clinton, Genesee, Hillsdale, Huron, Ingham, Jackson, Lapeer, Lenawee, Livingston, Sanilac, Shiawassee, St. Clair and Tuscola.

Region 5 - Three (3) directors from the counties of Macomb, Monroe, Oakland, Washtenaw, and Wayne; one (1) of the directors from Region 5 shall be a qualified, elected and serving member of the Wayne County Board of Commissioners elected by that body.

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Region 6 – Two (2) directors from the counties of Alcona, Alpena, Arenac, Bay, Cheboygan, Crawford, Gladwin, Gratiot, Iosco, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, ~~and Saginaw~~ Saginaw.

All caucus elections and nominations shall be reported to the MAC President immediately following the conclusion of the caucus meeting. The results of the election to the MAC Directors shall be posted at the MAC registration area immediately following the caucus meetings.

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(b) At-Large – There are currently ~~Three~~ (3) directors from the state at-large ~~shall be who were~~ chosen from the ~~corporation~~ Association's individual membership. ~~The next vacancy in an "at large" position will not be replaced and, from that point forward, there will be two (2) "at large" directors.~~

~~(c) Associations and Executives – Each of the following associations (or any applicable replacement of such organizations) shall elect one person to serve on the Board: (a) Michigan Sheriffs' Association; (b) Prosecuting Attorneys Association of Michigan; (c) Michigan Association of Municipal Clerks/County Clerks; (d) Michigan Association of Registers of Deeds; (e) Michigan Association of Drain Commissioners; (f) Michigan Municipal Association of County Treasurers/Treasurers Association; and (g) Michigan Association of Administrators of County Administrative Officers. One person from the Michigan County Executives shall also serve on the Board, which position shall rotate among the members of the Michigan County Executives every two (2) years. In the following rotation:
—Oakland, Wayne, Macomb and Bay.~~

Section 2 - Election. Three (3) directors shall be elected annually from the individual members. The director shall take office immediately after election and shall serve for three (3) years unless sooner removed or replaced by a qualified elected successor. No director shall serve more than ~~two three~~ (23) full three (3) year terms (including those who are currently serving in a director capacity) with the exception of those fulfilling a vacancy as provided in Section 12. The following rules shall apply to the election of directors:

(a) Prior to being elected as a director, each nominee in Section 1 shall complete an application prepared by the Board, which will include information related to such nominee and an affirmation that such person will commit to upholding MAC rules, standards, and expectations. No person may serve as a director unless the application is submitted to the Board at least thirty (30) days prior to the MAC annual conference (or another MAC conference at which an election shall occur).

(b) When a region shall have a director to be elected, the regional members shall caucus for the election. Election shall be based upon one vote for each county which has at least one individual member duly registered and present at the caucus.

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~~(bc) (1)~~ When a director-at-large is to be elected, a candidate who has submitted an application as provided in subsection (a) shall be nominated at a regional caucuses where each member county has one vote. The voting within each county shall be based on one vote for each individual member within that county who is duly registered and present at the caucus meeting of the member counties; e Each region may nominate as many candidates as there are directors-at-large to be elected. The candidate whowhich wins a simple majority of regional caucus elections shall be determined the winner. ~~Directors-at-large shall be based upon one vote for each individual member duly registered and present at the business meeting.~~ A floor vote shall take place if an individual member candidate fails to win a majority at the regional caucus elections. The director-at-large whowhich wins a simple majority of ~~caucus elections~~ the floor votes shall be determined the winner.

~~(d) With respect to the elections and appointments from associations and executives as provided in Section 1(c), the Executive Board shall determine if the person elected by that organization is qualified and approved to serve on the Board. If the elected person is not approved by the Executive Board, that association or executive organization may elect another person to serve. If any association or executive group in Section 1(c) fails to elect a person to serve as director of the Board within the time required in this Section (or that person fails to submit an application as provided above), the Board may elect a person from that organization to serve as a director.~~

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~~(e)(d) The Executive Board shall have the authority to suspend any director of the Board and recommend that the director be removed from the Board if the director engaged in improper conduct or violated any Association rules or regulations as solely determined by the Executive Board. At its next meeting, the Board shall make a final determination as to whether the director shall be removed from the Board or reinstated.~~

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~~(e) Whenever a National Association of Counties' director is to be elected, election shall be at the annual caucus during the National Association of Counties annual meeting. The individual elected must be both a member of NACo and MAC.~~

~~— The two (2) members who serve on the board of directors for the National Association of Counties shall be chosen as follows:~~

~~— One (1) member shall be elected from the MAC Board of Directors by the MAC Board of Directors.~~

~~One (1) member shall be elected by and from the general membership and shall serve as an ex-officio member of the Board without the right to vote. Nomination and election shall be based upon one vote for each individual member of the corporation duly registered and present at the caucus. Ex-officio members shall not be counted when determining a Board quorum.~~

~~— (d) Regional caucuses shall be scheduled during the annual meeting to take place on the second day of that meeting.~~

~~All caucus elections and nominations shall be reported to the MAC President immediately following the conclusion of the caucus meeting. The results of the election to the MAC Directors shall be posted at the MAC registration area immediately following the caucus meetings.~~

Section 3 - Organizational Meeting of Directors. The Board shall meet immediately after the election of directors at the annual meeting (without notice) to conduct business and to elect and confirm: a pPresident; one or more vVice pPresidents; an eExecutive dDirector who shall be the sSecretary and tTreasurer of the corporationAssociation.

Section 4 - Regular Meetings. There shall be at least four Rregular meetings during each calendar year shall be at such times and places as the Board shall, from time to time, determine.

Section 5 - Special Meetings. Special meetings may be called by the pPresident, or a majority of the Board with written notice which includes the agenda items.

Section 6 - Place of Meetings. Meetings may be held within the State of Michigan or in conjunction with NACo Annual or Legislative Conferences.

Section 7 - Quorum. A majority of the Board shall constitute a quorum.

Section 8 - Vote of Board. When an action is to be taken by vote of the Board, it shall be authorized by a majority of the votes cast by the directors at a meeting at which a quorum is initially established unless a greater vote is required by law.

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Section 9 - Waiver of Notice. Notice of time, place, and purpose of any meeting of the bBoard of dDirectors may be waived in writing before orand after such a meeting has been held.

Section 10 - Presence by Means of Telephone or Other Remote Communication. A member, director, or committee member may participate in any meeting by conference telephone or other means of remote communication if all individuals who are participating in the meeting can communicate with the other participants. Participation in a meeting pursuant to this section constitutes attendance in person at the meeting.

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Section 11 - Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if, before or after the action, all members of the Board shall have signed a written consent. Any such written consents shall be filed with the minutes of the proceedings of the Board or the committee. Written consent may be given by electronic transmission. An electronic transmission consenting to an action transmitted by a director is written, signed, and dated for purposes of this section if it is delivered with information from which the Association can determine that it was transmitted by the director and the date on which it was transmitted. The date on which an electronic

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transmission is transmitted is the date on which the consent is signed for purposes of this section. The President or his/her designee shall print or otherwise store a copy of each consent given by electronic transmission and file it with the Association's minutes.

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Section ~~129~~ - Vacancies. When a vacancy on the Board shall occur, a caucus from the region or regions affected shall take place at the next scheduled MAC Annual ~~or Legislative~~ Conference (or any other MAC conference). The purpose of the caucus is to elect a qualified replacement to the Board. The elected replacement shall hold office for the unexpired term; if the elected replacement shall serve more than half of the unexpired term, it shall be considered as if such person has served one full term for purposes of term limits as provided in Section 2. If the person filling the vacancy shall serve less than half of the unexpired term, that person shall be permitted to serve up to three (3) additional full three (3) year terms, shall be limited to serving only one full term in addition to the partial term. No Board member will be allowed to serve more than two (2) full three (3) year terms under any circumstances; serving the balance of an unexpired term shall count as a full three (3) year term for purposes of this restriction.

~~(a)~~ Any director who ceases to be an individual member shall thereupon cease to be a member of the Board.

ARTICLE V. POWERS AND DUTIES OF DIRECTORS

The directors are authorized and obligated to:

(a) conduct, manage, and control the affairs and business of MAC and shall possess all the powers granted by the laws of the State of Michigan.

(b) have the custody and control of the funds of MAC and to designate the ~~e~~Executive ~~d~~Director or other person or persons to sign orders upon said funds.

ARTICLE VI. NATIONAL ASSOCIATION OF COUNTIES BOARD

Whenever a National Association of Counties' ("NACo") director is to be elected, election shall be at the NACo annual meeting. The individual elected must be both a member of NACo and MAC.

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The two (2) members who serve on the Board of Directors for NACo shall be chosen as follows:

(a) One (1) member shall be the President of MAC.

(b) One (1) member shall be the Immediate Past President unless such person is unable or unwilling to serve. If the Immediate Past President does not serve in such capacity, then the President shall have the discretion to appoint another person.

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ARTICLE VII. OFFICERS

Section 1 - Designation. The officers shall be: a President, one or more a first Vice President, a second Vice Presidents (with automatic succession where the second Vice President succeeds to the first Vice President and the first Vice President succeeds to the President unless the Board of Directors elects otherwise as provided in Section 2); and an Executive Director, who shall be the Secretary and Treasurer of the corporationAssociation. The officers must be members of the Board of Directors, provided the Executive Director need not be a director or a member of MAC. The incoming President's term of office shall begin at the conclusion of the annual meeting. No person shall serve in an officer position more than one full term with the exception of the Executive Director (who shall serve as the Secretary and Treasurer as long as that person remains the Executive Director).

Section 2 - Election and Term of Office. An officer shall be elected by the Board at the annual meeting and shall hold office for one year, unless sooner removed, or until a successor is elected. When a vacancy shall occur, the Board shall elect a qualified replacement at its next regular meeting or special meeting called for that purpose; the successor shall hold office for the unexpired term of said office unless sooner removed.

Section 3 - Other officers. The Board may appoint and enter into contracts of employment with the Executive Director and other agents and employees, including counsel. Compensation shall be set by the Board. Such officers shall have such powers as the Board may lawfully delegate.

Section 4 - President. The President shall preside at all meetings of the members of the corporationAssociation, and at all meetings of the Board. The President may call special meetings of the corporationAssociation of the Board. The President shall execute documents requiring the signature of the chief officer and appoint all committee members. The President shall perform and discharge such other duties and shall have such powers as the Board may, from time to time, prescribe.

Section 5 - Vice Presidents. The first Vice President and second Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform any other duties that the Board or the President may from time to time prescribe. The first Vice President shall be the first in the order of succession to the President's responsibilities.

Section 6 - Immediate Past President. The Immediate Past President shall serve in an advisory capacity to the Board and the Executive Committee.

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Section 67 - Executive Director. The eExecutive dDirector shall manage the affairs of the corporationAssociation under the general control of the Board. The eExecutive dDirector shall hire, supervise and terminate employees to assist in accomplishing the work of MAC. The eExecutive dDirector shall prepare an annual budget for the estimated receipts and expenditures of MAC and shall submit same to the Board for approval. The eExecutive dDirector shall cause to be taken accurate minutes of all meetings of MAC, the Board and the executive committee. The eExecutive dDirector shall: conduct the correspondence of the corporationAssociation and mail notices required by the bylaws; collect and receive all monies due to MAC and keep an accurate account thereof; exercise the usual functions of the sSecretary and tTreasurer; and perform such other duties as the Board prescribes.

Section 8 - Treasurer. The Treasurer shall be the chief financial officer and shall have custody of all corporate funds and securities. The Treasurer shall keep in the Association's books full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all moneys, securities and other valuable effects in the Association's name in the depositories designated for that purpose by the Board. The Treasurer shall disburse the funds of the Association as ordered by the Board, obtaining proper receipts or vouchers for the disbursements. The Treasurer shall render to the President and directors at the regular meetings of the Board, and whenever requested by them, an account of all of the Treasurer's transactions and of the financial condition of the Association.

Section 9 - Secretary. The Secretary shall attend all meetings of the members and the Board, and shall preserve in books of the Association true minutes of the proceedings of all such meetings. The Secretary shall give all notices required by statute, bylaw or resolution, and shall perform any other duties delegated by the Board or the President.

ARTICLE VIII. COMMITTEES

Section 1 - Standing Committees. Standing committees are hereby authorized by the Association. The standing committees of the Association and their general areas of responsibility shall be as follows:

(a) Executive Committee. The Executive Committee may meet between Board meetings and, subject to any restrictions imposed by the Board or Michigan law, shall have and exercise the authority of the Board in the management of the business of the Association. The members of the Executive Committee shall be the President, First Vice President, Second Vice President, Immediate Past President, Secretary, Treasurer, and Executive Director. The President, First Vice President, and Second Vice President shall be the only individuals who have the right to vote with the exception that the Immediate Past President shall have the right to vote only if that person is also serving a term on the Board. The Secretary, Treasurer, and Executive Director shall serve in advisory capacities to the Executive Committee. At each Board meeting: (a) the Chairman of the Executive Committee shall deliver a report of the Executive Committee meetings and (b) any actions taken by the Executive Committee since the previous Board meeting.

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(b) Finance Committee. The Finance Committee shall be responsible for oversight of the financial condition of the Association including but not limited to recommendations as to the budget and signing check registers. The members of the Finance Committee shall be the President, first Vice President, and three other Board members appointed by the President. One person, chosen by the President, shall serve as the Finance Chairman but such person shall be someone other than the President.

Section 2 – Appointment of Other Committees. The pPresident -may shall appoint other standing committees and special committees along with chairpersons and vice chairpersons.

~~This includes responsibility for: internal membership, full membership, and membership to such special committees as the Board deems necessary for the conduct of the work of MAC. Such committees act in an advisory capacity to the Board and to MAC. In addition, the president, upon approval of the Board, may appoint subcommittees and ad hoc committees with service determined by the board of directors.~~

Section 32 - Term. All appointments shall be at the pleasure of the pPresident and shall terminate at the next annual meeting of the members of the corporationAssociation.

Section 43 - Ex-officio Members. The president and the eExecutive dDirector shall be an ex-officio members of all committees without the right to vote.

ARTICLE IXVIII. DUES

Section 1. As of July 1, 1985, mMembers shall pay dues as follows:

Dues shall be based upon two components; a Per Capita Wealth component and State Equalized Value (SEV) assessment component which are added together to derive the total amount assessed each county.

The Per Capita Wealth component shall be based on the following formula:

County SEV divided by County Population equals a per capita dollar amount. This per capita dollar amount divided by the total per capita dollar amount for the State equals a percentage of the total State held by each county. The percentage figure is multiplied by 30 percent of the total dues income for MAC to derive the assessment for each county.

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The SEV component is assessed based on the following schedule and assessed progressively for each one millionth dollar. Each county shall be assessed the same amount for SEV dollars falling in a given category.

<u>More Than</u>	<u>But less than or equal to</u>	<u>\$/Million SEV</u>
0	100,000,000	\$0.00
100,000,000	350,000,000	7.50
350,000,000	700,000,000	5.00
700,000,000	1,400,000,000	3.50
1,400,000,000	2,750,000,000	2.50
2,750,000,000	4,500,000,000	1.50
4,500,000,000	9,000,000,000	1.10
9,000,000,000		.90

Section 2. Each affiliate member shall pay dues in the amount determined by the Board but not less than \$200.00 per year. Dues shall be payable in advance on or before the first day of April of each year.

Section 3. Notwithstanding anything to the contrary found in this section, for a county to participate as a voting member at the annual membership meeting individual membership dues must be paid on or before June 30 of the year in which such meeting is held. The Board may, by resolution, waive this requirement.

ARTICLE IX. SEMI-ANNUAL REGIONAL MEETINGS

~~Semi-annual meetings are encouraged to be held in the six (6) regional districts, as set forth in Article IV, for the purpose of administration and to promote cooperation among the counties.~~

ARTICLE X. EDUCATION PROJECTS AND PROGRAMS

~~MAC shall formulate, sponsor and carry out, alone or in cooperation with others, such educational projects and programs as are authorized by the Board. The Board shall vigorously promote such education projects and programs to the extent that resources and overall welfare of the corporation permit; the Board shall have authority to solicit, accept, and use gifts and grants in connection with the educational projects and programs.~~

ARTICLE XI. RULES OF PROCEDURE

The latest revised edition of Robert's Rules of Order shall govern the conduct of all meetings except as provided in these bylaws.

ARTICLE XII. FISCAL YEAR

The fiscal year of the ~~corporation~~Association shall begin on the first day of July.

ARTICLE XIII. ADMINISTRATIVE RULES

The Board may, by resolution, pass such rules and administrative regulations as are necessary to carry out the intent of these bylaws.

ARTICLE XIIIIV. AMENDMENTS

These bylaws may be amended at any annual meeting or special meeting by the Board or at an annual meeting by a majority vote of the individual members qualified to vote who are present and vote; provided an amendment may be submitted only by one of the following:

(1) recommendation of the Board approved by a majority of the entire Board;

(2) request of the governing body of ten (10) county members, shall be made in writing to the eExecutive director before June 1st of any year at least thirty (30) days before the annual meeting; or

(3) petition signed by five (5) individual members in good standing from each of ten (10) county members, filed with the eExecutive director at least thirty (30) days before the annual meeting before June 1st of any year.

The eExecutive director shall mail notice or send notice by electronic transmission (email) to members authorized to vote ~~according~~, at least ten (10) days prior to the next annual meeting or special meeting; provided, the failure to give such notice shall not invalidate action taken at the next annual meeting on a request or petition filed under Article XV (2) or (3) but not acted upon.

ARTICLE XIV. INDEMNIFICATION

~~MAC may indemnify officers, directors, employees, agents and fiduciaries to the fullest extent authorized or permitted under law where such person, and his/her heirs, executors, administrators and legal representatives, is made or threatened to be made a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director, officer, employee or~~

agent—MAC serves or served any other enterprise at the request of MAC. Without limiting the generality of the foregoing, the following provisions shall apply:

Section 1—Third Party Actions.—MAC may indemnify (with respect to directors) and may indemnify (with respect to officers, employees, agents and fiduciaries) any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of MAC) by reason of the fact that the person is or was serving at the request of MAC as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such action, suit or proceeding if he/she acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of MAC and with respect to any criminal action or proceedings, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of MAC and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 2—Actions in the Right of MAC.—MAC may indemnify officers, directors, employees, agents and fiduciaries of any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of MAC to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee, agent or fiduciary of MAC, or is or was serving at the request of MAC as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of MAC except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to MAC unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3—Mandatory and Permissive Payments.—To the extent that a director, officer, employee, agent or fiduciary of MAC has been unsuccessful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith. Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by MAC only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 and 2. The determination shall be made in any of the following ways:

~~(a) By a majority vote of a quorum of the Board consisting of directors who were not parties to the action, suit, or proceeding;~~

~~(b) If the quorum described in Section 3 (a) is not obtainable then a majority vote of a committee of directors who are not parties to the action, which committee shall consist of not less than two (2) disinterested directors;~~

~~(c) By independent legal counsel selected by MAC and satisfactory to any indemnitee, in a written opinion;~~

~~(d) In any other manner permitted by applicable law.~~

~~Section 4 Expense Advances: Expense incurred in defending a civil or criminal action, suit or proceeding described in Sections 1 and 2 may be paid by MAC in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 3 upon receipt of an undertaking by or on behalf of the director, officer, employee, agent or fiduciary to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by MAC.~~

~~Section 5 Validity of Provisions: A provision made to indemnify directors or officers of any action, suit or proceeding referred to in Sections 1 and 2 whether in these bylaws, or in a resolution of directors, an agreement or otherwise, shall be invalid only insofar as it is in conflict with Sections 1 to 5. Nothing contained in Sections 1 to 5 shall affect any rights or indemnification to which persons other than directors and officers may be entitled by contract or otherwise by law. The indemnification provided in this Article XVI shall be deemed to be a contractual obligation which may only be terminated or reduced in scope prospectively and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.~~

~~Section 6 Insurance: MAC may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or fiduciary of MAC or is or was serving at the request of MAC as a director, officer, employee, agent or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of his/her status as such, whether or not MAC would have power to indemnify the person against such liability under Sections 1 to 5.~~

~~Section 1 Nondervative Actions. Subject to all of the other provisions of this article, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the Association). Such indemnification shall apply only to a person who was or is a director or officer of the Association, or who was or is serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the~~

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Association or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the Association or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Derivative Actions. Subject to all of the provisions of this article, the Association shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor because (a) the person was or is a director or officer of the Association or (b) the person was or is serving at the request of the Association as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Association unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

Section 3. Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of this Article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

Section 4. Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the Association as well as in such person's capacity as a director or officer. Except as provided in Section 3 of this Article, the Association shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

Section 5. Determination That Indemnification Is Proper. Any indemnification under Sections 1 or 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case. The Association must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 or 2, whichever is applicable. The determination shall be made in any of the following ways:

(a) By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.

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(b) If the quorum described in clause (a) above is not obtainable, by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.

(c) By independent legal counsel in a written opinion.

(d) By the members.

Section 6. Proportionate Indemnity. If a person is entitled to indemnification under Sections 1 or 2 of this Article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Association shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

Section 7. Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Sections 1 or 2 of this Article may be paid by the Association in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Association. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

Section 8. Nonexclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Association. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

Section 9. Indemnification of Employees and Agents of the Association. The Association may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the Association.

Section 10. Former Directors and Officers. The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

Section 11. Insurance. The Association may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of the Association or (b) was or is serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. The insurance may protect against any liability asserted against the person and

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incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify against liability under this article or the laws of the state of Michigan.

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Section 12 .Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Association and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the Association to provide broader indemnification rights than the provisions permitted the Association to provide before the change.

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Section 713 - Constituents. For the purpose of this Article, references to MAC include all constituents and a person who is or was a director, officer, employee, agent or fiduciary of such constituent, or is or was serving at the request of such constituent as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he/she would if the person had served the resulting or surviving corporation in the same capacity. In addition, by a separate indemnity agreement, the provision of this Article shall apply to any wholly owned subsidiary of MAC. "Constituents" includes Michigan Association of Counties Service Corporation, Michigan Association of Counties Workers' Compensation Fund and ~~Michigan Association of Counties Unemployment Insurance Fund and~~ all related entities.

January 24, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, January 24, 2019 at 8:00 A.M.

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

Also Present: County Commissioner Thomas Young.

Motion by Parsell seconded by Matuszak that the minutes of the January 10, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$103,124.45 and bills in the amount of \$269,454.08 covered by vouchers #19-03, #19-04, #19-05, and #HRA-67 were presented and audited.

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

Brief Public Comment Segment:

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

Motion by Parsell seconded by Weber to approve the proposal from M&M Pavement Marking to extend their 2018 bid prices for Pavement Marking to the 2019 season, as recommended by the Acting County Highway Engineer. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Kennard to approve the recommendation of the Superintendent/Manager to initiate the hiring process and background investigations on the proposed candidate finalists to fill six (6) hourly job openings within the Light Equipment Operator classification. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Mr. Rick Russell appeared before the Board to further discuss his request to leave the temporary wind turbine access drives as permanent drives on his property, which was denied by the Board at the December 27, 2018 regular meeting. Acting County Highway Engineer Dankert explained the reasoning for his recommendation, and that the temporary drives will be shortened in accordance with the issued Right-Of-Way Permit.

Motion by Parsell seconded by Matuszak to approve that the Road Commission's gravel pit property on Pierce Road, known as the Parker Pit, be listed for sale to the public. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

At 8:15 A.M. the following bids were opened for 2019 Hired Equipment:

<u>K & K Contracting, Inc.</u>	<u>Hourly Rate</u>
Kobelco SK330-Excavator	140.00
Komatsu PC270-Excavator	130.00
Yutani MD240-Excavator	130.00
Komatsu D-65 E-12 Dozer	135.00
Caterpillar D-4 LGP Dozer	100.00
JCB 214 Backhoe	85.00

Takeuchi TL-130 Skidsteer 85.00

Pavement Recycling Inc.

Hourly Rate

CAT PM 465 Roto Mill/Pavement Profiler	6.5 ft.	425.00
Roto-Mill/Pavement Profiler Roadtec RX600e	6.5 ft.	550.00
Roadtec RX 700 Roto Mill/Pavement Profiler	6.5 ft.	575.00
CMI RS 500 Pulverizer/Stabilizer	8 ft.	395.00
CMI RS 500B Pulverizer/Stabilizer	8 ft.	395.00
Pulverizer/Stabilizer CMI RS 600; 650; 650B	8 ft.	495.00
Pulverizer/Stabilizer CMI RS 800	8 ft.	595.00
P&H 107 Asphalt/Cement Stabilizer	12 ft.	550.00
P&H 88 Asphalt/Cement Stabilizer	8 ft.	450.00
P&H 58 Asphalt/Cement Stabilizer	5 ft.	350.00
Oshkosh 6WD Cement/Lime Spreader	8 ft.	375.00
Rockland Cement/Lime Spreader	12 ft.	350.00
Fruehauf/Flynn Cement/Lime Transport/Sprdr	25 Ton	350.00
CAT 160H Auto Grader	12 ft.	145.00
Cat 14M Auto Grader	14 ft.	175.00
Vibratory Single Drum HAMMH13i	22 Ton	95.00
Sakai T2; T200 Roller—Rubber Tired w/Spray System	20 Ton	75.00
Hypac 766 Vibratory Double Drum	10 Ton	75.00
Hypac 778 Vibratory Double Drum	12 Ton	75.00
Hypac 784C Vibratory Double Drum	13 Ton	85.00
CAT CP 563 Vibratory Steel/Pad Foot	7 ft.	75.00
Trailmobile Asphalt Tanker	6,500 Gal.	40.00
Water Truck Peterbuilt	4,000 Gal.	110.00
TrailKing/Kenworth Lowboy & Tractor	8 Axle	125.00
TrailKing/Western Star Lowboy & Tractor	6 Axle	85.00
Freightliner Truck Tractor	Tri Axle	75.00
Dump Trailer Thru Way	30 Yard	65.00
CMI Tag Trailer	15 Ton	25.00
Asphalt Heater Patcher Thermal Power	1 ½ Ton	150.00
Rosco Asphalt Distributor	2,500 Gal.	90.00
Gehl V400 Skid Steer	82" Bucket	90.00
	96" Broom	95.00
	24" Mill	125.00
Cat 928G Loader and Forks	3 Yd.	125.00
Hough 90 Loader	4 Yd.	75.00
IHC; 99 Ford Service Truck		65.00
2014 Dodge; 2016 Ford Service Truck with Crane	5500	85.00
Supervisor		65.00
Laborer		40.00

Kappen Tree Service, LLC

Hourly Rate

Sennebogen Mobile Tree Harvester		250.00
Albach Diamont 2000 Mobile Whole Tree Chipper		350.00
New Holland Boom Mower		95.00
Semi with 120 yard chip trailer		110.00
John Deere Feller Buncher		185.00
2 Man Crew, Bucket & Chipper		125.00
3 Man Crew, Bucket & Chipper		160.00
Tree Mek Crane w/ Grapplesaw		250.00

30 Yard Chip Truck	40.00
Log Truck w/ Grapple Loader	45.00
Winch Chipper	25.00
Stump Grinder	90.00
Loader w/ Grapple	40.00
Forestry Mower	125.00

Rooney Crane Service, LLC.

Hourly Rate

Grove 22 Ton All Terrain Crane Operator Only 70'+43'	150.00
Grove 40 Ton All Terrain Crane Operator Only 140'+49'	200.00
Grove 40 Ton All Terrain Crane Operator & Oiler 140'+49'	270.00
Grove 60 Ton All Terrain Crane Operator & Oiler 140'+49'	325.00
Grove 80 Ton All Terrain Crane Operator & Oiler 197'	370.00
Grove 120 Ton All Terrain Crane Operator & Oiler 197'+59'	420.00
Grove 165 Ton All Terrain Crane Operator & Oiler 197'+59'	475.00
Grove 165 Ton All Terrain Crane 197'+105'	Upon Request
Man Manbasket 2 man or 4 man	150.00/day

State and County highway permits will be billed at cost (if required).

Crane rates include operator, fuel, insurance and maintenance.

(Minimum Charge of 4 hrs will be charged for all cranes. Total time charged includes travel to and from the site.)

Labor Charges: Straight Time: Mon-Fri 7:00a.m.-3:30p.m. or 8:00a.m.-4:30p.m.(8 hrs total)

Time and one half: Over 8th hr and up to the 10th hr Mon-Fri, up to 8 hrs Sat.

Double Time: Mon-Sat 11th hr plus on that day & all day Sun/Holidays

	<u>Straight Time</u>	<u>Time and One Half</u>	<u>Double Time</u>
Operator	\$90.00/hour	\$50.00/hour additional	\$80.00/hour additional
Oiler	\$70.00/hour	\$40.00/hour additional	\$70.00/hour additional

Monchilov Excavating, Inc

Hourly Rate

323 FL Excavator Grade Control, Hyd Thumb	140.00
330 D Excavator, Hyd Thumb	150.00
315 CL Cat Hyd. Thumb Excavator Tooth Bucket	115.00
315 CL Cat Hyd. Thumb Excavator Tooth Bucket w/ Rubber Tracks	130.00
322 CL Cat Excavator, Hyd Thumb, Tooth Bucket	125.00
322 CL Cat Excavator Hammer	256.00
330 CL Cat Excavator, Hyd. Thumb, Tooth Bucket	140.00
259 Cat Track Skidsteer	75.00
430 E. Cat Backhoe	85.00
938 G. Cat Loader 3.5 yds.	95.00
D6K Cat Dozer	105.00
315 CL Cat Excavator with Tree Mower up to 8"	130.00
322 CL Cat Excavator with Tree Mower up to 8"	145.00
259 Cat Track Skidsteer with Brush Mower	85.00
Volvo Mini Excavator	90.00
172D Volvo Roller	90.00
MT 30 Moxxy Off Road Truck 30 Tons	125.00
Semi-3 Axle Lead (Hard Box & Aluminum)	115.00
Semi-3 Axle Lowboy	130.00
Quad Axle Dump Truck 18 yds.	115.00
Quad Axle Dump Truck 18 yds. With Pup	135.00

Sterling Slinger Truck	190.00
Vac Truck & 2 Men	185.00
Underground Video/Camera Inspection	185.00
Pick-up & Equipment Trailer	75.00
Labor	65.00
Escort Truck-Per Day	250.00
Chain Saw-Per Day	75.00
Straw Mulcher-Per Day	165.00
Road Mats-Per Day	80.00
Laser-Per Day	60.00
Additional Buckets-Per Day	100.00

Marlette Excavating Company

Hourly Rate

D8H Cat Dozer	145.00
D8K Cat Dozer with ripper	155.00
D7 Cat Dozer	140.00
D7 Cat Dozer with rome disk	170.00
320 Cat Excavator	110.00
225 Cat Excavator	110.00
235 Cat Excavator	138.00
235 DLC Cat Excavator	145.00
235 DLC Cat Excavator w/ Extension	163.00
Northwest 41 Dragline	100.00
TS14 Terex Earthmover Twin Engine	120.00
TS24 Terex Earthmover Twin Engine	165.00
(2) 2766B Terex Off Road Trucks	100.00
140G Cat Grader	90.00
970 John Deere Tractor	50.00
970 John Deere Tractor wit Broom	55.00
416 B Cat Backhoe	75.00
Kenworth Gravel Train (2)	130.00
Kenworth Lead	90.00
WA400 Komatsu Loader	92.00
C747B Hypac Compactor 3-5 Ton	52.00
Rosco Compactor 1 Ton	35.00
534 Cat Compactor 10 Ton	85.00
Labor	35.00
Escort	35.00
Vac Truck	125.00
Elgin Sweeper	98.00
Walk Behind Concrete Saw (3" Asphalt)	3.00/ft
Hyster Lowboy	95.00
Interstate Trailer with Kenworth	50.00
MaxiGrind Horizontal Shaft	225.00
Manitowoc 2900 Series II Crane	400.00

Raymond's Tree Service Inc.

Hourly Rate

Aerial Lift Bucket Truck with Chipper and Skidster and 3 man crew for removal with all hand tools & signs.	150.00
Aerial Lift Bucket Truck with Chipper and 2 man crew For trimming and pruning with all hand tools & signs.	120.00

Aerial Lift Bucket Truck with Operator and Tools. 1 man. 75.00

Stump grinding with 1 man crew and all hand tools & signs. 175.00

Dutch Excavating

Hourly Rate

	<u>w/operator</u>	<u>w/o operator</u>
2018 Komatsu PC 360 LCI-11 Excavator with operator Fully integrated GPS includes hydraulic quick coupler, 60" Digging bucket, 84" ditching bucket, 30" trenching bucket	160.00	N/A
2011 Komatsu PC 200-8 Excavator with operator Quick coupler includes 41" digging bucket, 72" ditching Bucket, 41" ditching bucket, root rake, hydraulic thumb	125.00	100
1998 Komatsu PC 300 LC-6 Excavator Manual thumb, 52" digging bucket, 84" ditching bucket, 72" root rake, 30" trenching bucket, 48" skeleton bucket	135.00	110
2002 Komatsu D 61 EX-12 Dozer 6 way blade, root rake	120.00	95
2000 Komatsu D 41 E-6 Dozer 6 way blade, root rake	100.00	80
2008 JCB 4CX Backhoe Extended reach, 18" digging bucket, 24" digging bucket, 36" digging bucket, pallet forks	100.00	80
2002 Moxy MT 26 off-road dump truck 26 Ton Capacity with tailgate	110.00	80
1991 Fiat Allis FG 85 Motor grader 14' Moldboard, scarifier	120.00	90
2008 Morbark hurricane 1800 wood chipper 18" capacity, 275 hp	100.00	80
1998 Hamm 2320 vibratory roller 66" width, smooth drum	95.00	65
2006 Case 430 skid steer 72" bucket, forks, rock bucket, jack hammer	85.00	65
1991 Case 595 with sideboom brush hog 60" cutter width	70.00	50
1993 Kenworth W900 Semi-Tractor 24' steel dump trailer tri-axle, 35' aluminum dump trailer Tri-axle with 9' spread	90.00	N/A
1993 Kenworth W900 Semi-Tractor 52 ton lowboy 25' well tri-axle	120.00	N/A
2014 S-houle 16+ Tree Shear Fits Komatsu PC 200-8, 16" capacity	30.00	400/day
2015 Denis Cimaf 150E Forestry Fits Komatsu PC 200-8, mulches up to 10" trees	40.00	700/day
2004 Okada Trommel Bucket Fits Komatsu PC 360 LCI-11, 2 yard capacity, 2" Screens	30.00	400/day
Trimble Dual Slope Laser Level Excavator/dozer mount	N/A	50/day
Plate Compactor Diesel Powered, 900 lbs, forward and reverse	40.00	100/day

950 Cat Loader (5yd Bucket)	100.00
650 JD Wide Track Dozer (9')	80.00
Link Belt Exc. (29' each) 44" or 72" Ditching Bucket	100.00
Komatsu Exc off-set boom W-8' blade, 13" or 24"-36" tooth-60"	
Ditching bucket	85.00
JCB 4x4 extra dig backhoe	75.00
Bobcat w/ tracks-bucket, forks, or backhoe	75.00
Bobcat w/tracks & 6' brush mower	75.00
Compactor-172 Bomag Smooth Single Drum or Padfoot	65.00
2-Tri-Axle Dump Trucks	70.00 each
Tri-Axle Dump Truck w/ 5 axle Dump Pup	80.00
Volvo-25 Ton Off Road Truck	95.00
Skytrack-4x4-W/Forks or Man Basket	60.00
Pick-Up 4x4 w/30' hyd. Beaver tail trailer (12 Ton)	40.00
Tri-Axle Dump Truck 2/25 Ton Tug Trailer	50.00
TN85-4x4 Tractor w/Loader or Frt. Power Broom	65.00
TN85-4x4 Tractor w/Loader & 15' Batwing Mower(HD)	95.00
T4.75 Tractor w/Loader & (HD) 10' Batwing Mower	70.00
115HP 4x4 Tractor w/15' reach 60" head Boom Mower	75.00
Bobcat w/Tracks & Augers 6"-12", 18"-24"	70.00
Single Axle dump Truck w/Belly Blade & Front hyd. 10' Blade	50.00

Motion by Parsell seconded by Weber that the bids for 2019 Hired Equipment be accepted and awarded on an "as needed" basis in the best interest of the Tuscola County Road Commission. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

At 8:30 A.M. the following proposals were opened for 2019 Crushed Gravel:

<u>Bidder</u>	<u>Pit Name</u>	<u>Twp. & Sec.</u>	<u>Material</u>	<u>Price</u>
Thumb Aggregates	T. Aggregates	Elkland, 27	23A	6.45 p/ton
	T. Aggregates	Elkland, 27	22A	6.45 p/ton
	T. Aggregates	Elkland, 27	21AA	11.75 p/ton
Albrecht Sand & Gravel Co.	Cat Lake	Wells, 31	23A	6.20 p/ton
	North Lake	Watertown, 29	23A	3.00 p/ton
MI Gravel	Millington	Millington, 35	Class II Sand	3.40 p/ton
	Millington	Millington, 35	21A	15.85 p/ton
	Millington	Millington, 35	22A	9.75 p/ton
	Millington	Millington, 35	23A	6.70 p/ton
	Millington	Millington, 35	23A MDOT Modified	8.45 p/ton
	Mayville	Fremont, 15	Class II Sand	3.40 p/ton
Ace-Saginaw Paving	Castle Rd.	Watertown, 33	23A	6.75 p/ton
Weber Sand & Gravel	Silverwood	Dayton, 24	22A	6.00 p/ton
	Silverwood	Dayton, 24	23A	6.00 p/ton

Motion by Matuszak seconded by Kennard that the proposals for 2019 Crushed Gravel be accepted and awarded in the best interest of the Tuscola County Road Commission. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber that the meeting be adjourned at 8:40 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

