

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, March 11, 2019 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Jensen

Primary Finance/Technology

1. **MIDC budget changes and potential Lease (A)**
2. **Byrne Justice Assistance Grant**
3. **Backup and Recovery Update from Chief Information Officer**
4. **Millage rates and renewals (B)**
5. **Mosquito Abatement purchasing of materials (C)**

On-Going and Other Finance

Finance

1. Work with MREC to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
2. Providing Water to Caro Regional Center
3. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
4. Opioid Lawsuit
5. State Assessing Changes
6. 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

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
6. GIS Update
7. Increasing On-Line Services
8. Updating County Web Page
9. Implementation of New Computer Aided Dispatch System

Personnel

Committee Leader-Commissioner Vaughan and Bardwell

Primary Personnel

1. **Mosquito Abatement seasonal Hiring (D)**
2. **Mosquito Abatement Annual Report**
3. **Out of State Conference request from Chief Information Officer (E)**

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. Request to use Courthouse Lawn from the Tuscola County Suicide Prevention Coalition (F)
2. Purdy building safety committee request for more smoke detectors, and panic buttons (G)
3. Vanderbilt Park possible road upgrades

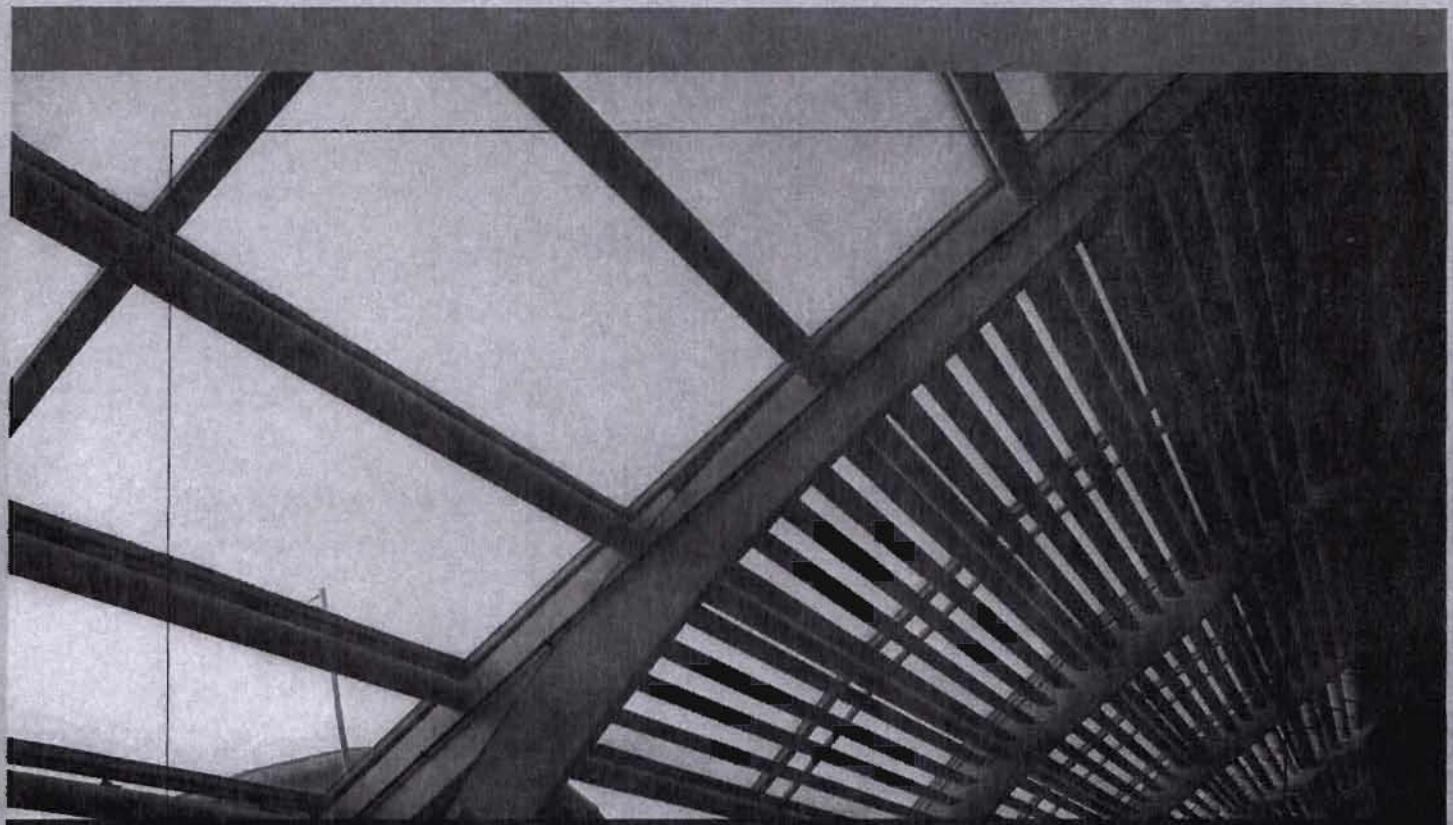
On-Going and Other Building and Grounds

1. County Jail Study Committee – Development of a Concept Plan and Other County Millage Information
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 Web Site
5. Review and Update Animal Control Ordinance as Necessary

Public Comment Period



ROLKA BUILDING LEASE

Lease Agreement for Tuscola County
f/b/o the Michigan Indigent Defense Commission
SUITE #103, 429 STATE STREET, CARO, MICHIGAN

April 2019

ROLKA PROPERTY, LLC, A MICHIGAN LIMITED LIABILITY
COMPANY, 205 WEST SHERMAN STREET, CARO, MICHIGAN 48723

LEASE AGREEMENT

TENANT: County of Tuscola

SUITE #: 103

Conference Room Use: Yes No

START DATE: April 1, 2019

TERMINATION DATE (if required notice provided): September 30, 2019

This Lease is made between Landlord and Tenant, who agree as follows:

1. Basic lease definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means the date of this agreement.
- b. Landlord means Rolka Property, LLC, a Michigan limited liability company, or its successor in interest.
- c. Landlord Notice Address means 205 West Sherman Street, Caro, Michigan 48723.
- d. Tenant means the County of Tuscola, a Michigan county corporation, for the benefit of the Michigan Indigent Defense Commission ("MIDC"), as created by the Michigan Indigent Defense Commission Act, MCL § 780.993.
- e. Tenant Notice Address means 429 State Street, Suite #103, Caro, Michigan 48723.
- f. Premises means Suite #103 of the Building, unless as otherwise provided below in the event Landlord must modify.
- g. Building means the multi-level office building located at what is commonly known as 429 N. State Street, Caro, Michigan 48723.
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately 800 rentable square feet.
- j. Term means one (1) Lease Year, with the exception of the Initial Term, here, which is six (6) months, as further described below.
- k. Lease Year means the period beginning on the Lease Date and ending on the day prior to the Lease Date of the following calendar year.
- l. Commencement Date means April 1, 2019.

m. Termination Date (if required notice provided) means September 30, 2019 (except as provided below relative to grant funding).

n. Rent means Annual Base Rent and Additional Rent.

o. Annual Base Rent means \$6000.00.

p. Monthly Installment of Base Rent means \$500.00.

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the Premises in accordance with Tenant's Proportionate Share. Tenant shall NOT be charged Additional Rent in the Initial Term.

r. Pro-Rata Share means Eight percent (8%). This is the Pro-Rata share of all leasable square footage of the Building, and thus, based upon the number of available square footage, may change from time to time and Landlord hereby reserves the right to unilaterally modify this percentage.

s. Base Year means 2019.

t. Real Estate Taxes means: (i) real estate taxes; (ii) ad valorem taxes; (iii) general, special, ordinary, or extraordinary assessments; (iv) water and sewer charges; (v) taxes based on the receipt of rent, other than federal, state, and local income taxes; and (vi) any other federal, state, or local charge that may now or later be imposed, levied, or assessed against the Premises.

u. Security Deposit means \$750.00.

v. Designated Use means office and/or clerical space for business purposes.

w. Building Rules and Regulations means the rules established by Landlord for the Building, including the Conference Room Rules, the current version of which is attached as **Exhibit A**.

x. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises.** Landlord leases the Premises to Tenant, or, as described in the "Exception" below. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date, and the validity of the Lease will not be impaired by such a failure.

a. **Exception.** Throughout the term of this Lease, Landlord hereby reserves the right to modify the location of Tenant's Premises within the Building in the event Suite #103 shall be used for another tenant, which demands greater space (i.e., Suite #103 and another suite). Tenant understands and agrees to such reservation so long as the alternate

suite is reasonably comparable, and Landlord provides Tenant with sixty (60) days' written notice of the change of suites.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant. Further, so long as Tenant is not in default under this Lease, Tenant, its agents, employees, customers, and invitees, shall have the use, in common with all others to whom the Landlord has granted or may later grant rights to use them, of the hallways, elevators, conference room (if authorized above), sidewalks, drives designated by Landlord, as these shall exist from time to time, for the Property (Common Areas) in accordance with the Building Rules and Regulations attached hereto at Exhibit A. During the Term only Landlord shall perform all necessary maintenance to the Common lot cleanup, repairs of exterior light fixtures, and light bulb replacement).

3. Term and Automatic Renewal. The Initial Term means six (6) months. The Initial Term commences on the Commencement Date and expires on the Termination Date, unless otherwise terminated or extended as provided in this Lease. However, if the MIDC loses grant funding from the State of Michigan, the lease will become null and void, with no penalties, so long as the Tenant provides written notice to Landlord of the termination of said funding, and exits the Premises prior to the next installment of rent (first of the next calendar month following the notice, unless otherwise mutually agreed to by the parties). The Lease Term shall automatically renew for additional terms of one (1) Year, commencing on the calendar date immediately following the Termination Date upon the same terms and conditions herein and terminating one day prior to the anniversary of the commencement date, with the exception of Annual Base Rent (discussed in Section 4 below), unless Tenant provides Landlord with written notice within ninety (90) days prior to the Termination Date of Tenant's intent to terminate the Lease and all renewals.

4. Annual Base Rent. Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office (i.e. above) or any other place that Landlord designates in writing. If Tenant fails to pay any amount it owes Landlord under this lease before the 10th day of the month in which it is due, Tenant shall be assessed a one-time late charge of \$50.00 and shall be subject to a service charge until it is paid at the lesser of the rate of 2 percent per month or the highest rate permitted by law. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date

5. Additional Rent. For the First Term, this Tenant shall not pay Additional Rent. However, in the second term or First Renewal Term, the Tenant shall pay Additional Rent as follows: Tenant shall also pay to Landlord as "Additional Rent," on demand, an amount equal to its "Pro-Rata Share" (which for purposes of this Lease shall be a fraction, the numerator of which is the square footage of the all leased areas of the Building and the denominator of which is the total square footage of the Building in which the Premises are located) of all expenses incurred by Landlord for (a) Common Area maintenance and any personal property taxes so levied on any personal property provided by Landlord in any Common Areas, (b) insurance on the Property and the Common Areas, (c) Real Estate Taxes and assessments for the Property and all improvements constructed on it, (d) maintenance and repair of the

Building and the Common Areas, (e) any and all utilities for the Building, and (f) any other reasonable expense of every kind paid or incurred by Landlord in connection with the Property. At the same time in which Monthly Installments of Base Rent are paid, Tenant shall pay a monthly amount equal to Landlord's estimate of these annual costs, which Landlord has initially determined to be \$ [cannot determine for second term at this time] per month, and which Tenant shall pay in advance, on the first day of each month during the Term. Landlord reserves the right to adjust these estimates whenever Landlord deems appropriate. Not less often than once every 12 months, Landlord shall provide to Tenant a statement of costs, and with the statement a reconciliation of the monthly estimate of Tenant's Additional Rent as appropriate, with any excess or deficiency being applied or added to Tenant's next installment of Additional Rent. All other sums that Tenant is required to pay under the terms of this Lease shall also be paid as Additional Rent.

6. Taxes on Personal Property. Tenant must pay in full to the appropriate taxing authority, before delinquent, all municipal, county, and state taxes assessed, levied, or imposed on Tenant's leasehold interest and all personal property of any kind located on or used in connection with the Premises or its operation.

7. Repairs and liens. Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws ("Tenant Maintenance Obligations"). Tenant Maintenance Obligations include any alterations to the Premises required for the Premises and the Designated Use to comply with the Americans with Disabilities Act of 1990.

With the exception of the Tenant Maintenance Obligations, Landlord will make all repairs to the Building; its heating, ventilating, air-conditioning, plumbing, and electrical systems; and the common areas, including elevators. Landlord will also make all structural repairs to the Premises. If any such repair is the result of the Tenant's intentional and/or negligent acts, Tenant shall pay Landlord, in full, immediately upon Landlord's written demand, for the cost of any such repairs. Landlord's obligation to make repairs is conditioned on prior written notice from Tenant. Tenant must promptly notify Landlord, in writing, of the need for a repair.

Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within thirty (30) days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

8. Services. Landlord will furnish heat and air-conditioning during normal business hours (7:00 a.m. to 7:00 p.m., Monday through Friday, and Saturday 8:00 a.m. to 5:00 p.m.); electricity; water for ordinary lavatory purposes; and use in common of the Building's elevators, common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services for the common areas, only.

Landlord will provide customary directory signage strips for Tenant's use in the Building. Tenant must designate the names that are to appear in the Building directory in writing on or

before the Commencement Date. Any changes made after the Commencement Date will be at Tenant's expense.

Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

Landlord is not liable for interruption in utilities and/or other services caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may interrupt utilities and/or other services to make repairs or improvements. Interruption in utilities and/or services does not constitute an act of eviction; nor does any interruption in utilities and/or services release Tenant from any obligation under this Lease, including the payment of Rent.

9. Holding over. If Tenant has provided the necessary written notice of lease termination required by Section 3 above, but remains in possession of the Premises after the Termination Date, with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to hold over in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be One Hundred Fifty (150%) percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Building; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

10. Quiet enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants. Tenant must permit Landlord to enter at any time, without notice, for emergency purposes, at Landlord's sole discretion.

11. Use of the Premises. The Premises and any Common Areas will be used for the Designated Use and for no other purpose. Tenant will not use the Premises and/or Building in any manner, which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole and reasonable discretion, and if amended, will be provided to Tenant. Further, Tenant covenants to be open for business in the Premises on the Commencement Date and throughout the Term, and to continuously use the Premises for the purpose stated in this Lease, carrying on Tenant's business diligently.

12. Mutual indemnification. Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents,

contractors, or invitees; or (c) any event on the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees; or (c) any event on or within the common areas, whatever the cause. Landlord's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Tenant or for Tenant's intentional misconduct.

13. Limitations on Landlord's liability. The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Property or by garnishment against the rents or other income from the Property. Landlord is not liable for any deficiency. This section constitutes Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Property, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence.

14. Insurance. Tenant must maintain in effect a commercial general liability insurance policy providing coverage for the Premises, including without limitation all common areas, with policy limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, exclusive of defense costs and without any provision for a deductible or self-insured retention.

Tenant must maintain in effect a property insurance policy on a special cause of loss form covering Tenant's personal property, trade fixtures, and improvements to their full replacement cost, without deduction for depreciation. The insurance must include coverage for loss of profits or business income and reimbursement for extra expenses incurred as the result of damage or destruction to all or a part of the Premises.

All insurance policies that Tenant is required to maintain must be written by carriers who are authorized to write insurance in Michigan and have an AM Best Company rating of not less than B-VIII. Any commercial general liability policy that Tenant is required to maintain will (a) name Landlord as an additional insured using ISO form CG 20 26 11 85 without

modification or Accord 25, with waiver of subrogation; (b) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days' prior written notice to Landlord; (c) provide coverage to Landlord whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of Landlord; (d) all policies must be primary, with the policies of Landlord and Landlord's Mortgagees being excess, secondary, and noncontributing; and (e) Tenant shall reinstate any aggregate limit that is reduced because of losses paid to below 75 percent of the limit required by this Lease. Landlord and Tenant will require their property insurance policies to include a clause or an endorsement allowing Landlord and Tenant to release each other from any liability to each other or anyone claiming through or under them by way of subrogation or otherwise, for any loss resulting from risks insured against. If any policy that Tenant is required to maintain is written on a claims-made insurance form, each policy must have a retroactive date that is not later than the Commencement Date. Furthermore, if insurance coverage is written on a claims-made basis, Tenant's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims on the Termination Date, plus one year. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. All blanket policies must provide that the overall aggregate limit of liability that applies to Landlord or the Premises is independent from any overall or annual aggregate that applies to other entities or properties.

At Landlord's option, Tenant must deliver either certificates of insurance or the original policies to Landlord before the Commencement Date, together with receipts evidencing payment of the premiums. Tenant must deliver certificates of renewal for the policies to Landlord not less than 30 days before their expiration dates.

This Lease requires Tenant to obtain insurance to cover any claim for loss resulting from fire or other casualty, in an amount not less than the value of Tenant's Premises and contents. Landlord and Tenant will each look to its own insurance for the recovery of insured claims. Landlord and Tenant release one another from insured claims. Landlord and Tenant waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance in accord with this Lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

15. Fire or other casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within thirty (30) days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within thirty (30) days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If Landlord does not exercise this option within the

designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty.

16. Eminent domain. If fifty (50%) percent or more of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, this Lease will automatically terminate as of the date that title is vested in the condemning authority. Notwithstanding this termination, Tenant is required to pay rent through the date that it actually surrenders possession of the Premises. If Landlord is notified in writing by a condemning agency that less than fifty (50%) percent of the Premises may be taken through eminent domain, Landlord may terminate this Lease by providing written notice to Tenant. Within thirty (30) days after Landlord notifies Tenant that Landlord is terminating this Lease, Tenant must surrender possession of the Premises to Landlord. After Tenant surrenders possession, the parties' obligations under this Lease are terminated, provided that Tenant surrenders possession in accord with this Lease and pays rent through the date of surrender. If Landlord does not exercise its termination option within [time period] after being notified of the taking, then the option to terminate lapses and this Lease continues in full effect.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Landlord and Tenant agree that all compensation paid for the Premises, including any value of Tenant's leasehold interest in the Premises, will be paid to and be the property of Landlord. Tenant may seek compensation for any of its own trade fixtures, business interruption, going concern, moving expenses, and other items, provided that Tenant's compensation is not in diminution of Landlord's compensation for the Premises.

If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Tenant has no claim against Landlord for the value of any unexpired term of this Lease. If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, and this Lease is not terminated, Landlord and Tenant agree that the Annual Base Rent for the Premises shall be reduced based on a ratio of the useable floor space that remains after the taking to the useable floor space of the original Premises.

17. Assignment and subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

18. Subordination and estoppel certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within thirty (30) days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance by deed in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within thirty (30) days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning to the successor in interest and recognizing it as Landlord under this Lease.

Within thirty (30) days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Termination Date;
- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;
- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser or mortgagee of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

Tenant must give Landlord's mortgagee, by certified mail, a copy of any notice of default served on Landlord, provided Tenant has been given notice of the mortgagee's address in writing by Landlord's mortgagee. If Landlord fails to cure any default within the time provided in this Lease, the mortgagee will have an additional thirty (30) days within which to cure the default, or if the default cannot be cured within that time, then whatever additional time is necessary if the mortgagee has commenced and is diligently pursuing the remedies necessary to cure the default.

19. **Security deposit.** Within seven (7) days of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within seven (7) days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, within thirty (30) days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. Further, Tenant hereby waives return of any portion of the Security Deposit in the event that Tenant abandons the Property without providing written notice to Landlord at least one-hundred (120) days in advance of exiting the Property.

20. Remedies. Default means Tenant's failure to comply with any of the terms of this Lease, including, without limitation any of the Building Rules and Regulations (hereinafter, "this Lease"). If Tenant does any of the following:

- (a) defaults in paying any sums to Landlord when due (which is the 1st of the month and not the 10 day period to assess late fee), including rent and additional rent, and does not cure the default within 10 days (no written notice required from Landlord);
- (b) defaults in performing any other covenant or condition of this Lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
- (c) is adjudicated a bankrupt or makes any assignment for the benefit of creditors;

then Landlord may:

- (1) accelerate the full balance of the rent payable for the remainder of the term and sue for sums due, and/or
- (2) terminate this lease, and/or
- (3) without terminating this lease, reenter the premises and dispossess Tenant or any other occupant of the premises, remove Tenant's effects, and relet the premises for the account of Tenant for rent upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs and expense of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due under the lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed;
- (4) effect any and all other remedies provided by law.

Further, Tenant waives any claim or suit against Landlord, to access the Premises or recover any personal property therefrom in the event that Tenant is dispossessed of the Premises. Notwithstanding any termination of the Lease by Landlord or reentry by Landlord without a termination, Tenant shall continue to be liable to Landlord for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of any default. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original Term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Premises to the needs of Tenant, including expenditures for landlord work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease.

Landlord may also evict Tenant without terminating this Lease. Tenant waives any right to possession of the Premises after eviction. Despite eviction, Tenant remains fully obligated for the payment of Rent through the remainder of the Term. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Rent.

The remedies provided to Landlord under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable costs and attorney fees. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Tenant from the Premises; or (c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

21. Surrender on termination. On termination, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant must surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property must be repaired at Tenant's expense. Tenant must reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. If the Premises have become damaged or destroyed by fire or another casualty, Tenant must restore them to the required condition, including any modifications required to comply with current codes and regulations. Tenant must remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant. Landlord may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion. Tenant must reimburse all expenses paid or incurred by Landlord in connection with removing Tenant's personal property and trade fixtures immediately upon demand.

22. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

23. Construction and interpretation. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arms length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the option, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, Building, Real Estate Taxes, Operating Expenses, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease.

No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

24. **Authorized and binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD:
ROLKA PROPERTY, LLC, A Michigan limited liability company

By: _____

MARK RANSFORD

Its: Authorized Member

Dated: _____

TENANT:
COUNTY OF TUSCOLA, a Michigan county Corporation

By _____

Its: _____

Dated: _____

Exhibit A
BUILDING RULES AND REGULATIONS

ROLKA BUILDING
JULY 2012

1. **Reasonable and Professional Office Space.**

- a. No sign, picture, lettering, notice, or advertisement of any kind will be painted or displayed on or from the windows, doors, roof, or outside walls of the Building. If Tenant violates this paragraph, Landlord may remove the sign, picture, lettering, notice, or advertisement without any liability and may charge the expense incurred for removal to Tenant.
- b. All of Tenant's interior signs, sign painting, or lettering must be done in a commercially reasonable and professional manner consistent with office space in and around the community. Landlord may inspect the Tenant's entire premises at any time with prior notice to Tenant, and Landlord reserves the right to demand Tenant modify the premises consistent with the above standard. The question of whether or not the premises is reasonable and professional, and/or consistent with office space in and around the community, is within the sole discretion of the Landlord. In the event Landlord demands modifications, all costs shall be borne by Tenant. Tenant shall comply with Landlord's demands hereunder within thirty (30) days unless specified in writing otherwise.

2. **Name of Building Cannot Be Used.** Tenant will not use the name of the Building for any purpose other than as the business address of Tenant without the express written approval of Landlord. Tenant agrees that Landlord may assign a name to the Building or change the name of the Building at Landlord's option.

3. **No Obstruction of Passageways.** The sidewalks, entrances, passages, vestibules, corridors, or halls must not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the Premises, unless authority granted from Landlord for special events.

4. **Use of Window Treatments.** No curtains, blinds, shades, screens, awnings, or other projections will be attached to, hung in, or used in connection with any window or door of the Premises or outside wall of the Building without the prior written consent of Landlord; nor will Tenant place objects against glass partitions, doors, or windows that would be unsightly from the Building's corridors or from the exterior of the Building.

5. **No Pets.** No animals, pets, bicycles, or other vehicles (except any type of vehicle necessary for persons with disabilities) will be brought or permitted to be in the Building or on the Premises.

6. **Water Closets.** The water and wash closets and other plumbing fixtures will not be used for any purpose other than those for which they were constructed; and no sweepings, rubbish, rags, or other substances will be put in them. All damages resulting from any misuse of the fixtures will be borne by the tenant who or whose servants, employees, agents, visitors, or licenses caused it. Tenant will not tie, wedge, or otherwise fasten open any water outlet. Tenant must keep all corridor doors closed.

7. **No Damage to Building.** Tenant will not mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting, or stringing of wires is permitted except with the prior written consent of Landlord and as Landlord may direct.

8. **No Cooking or Loud Noise.** Tenant must not allow any cooking (other than the use of a microwave) on the Premises. Tenant must not disturb any occupants of this or neighboring buildings or premises by the use of any musical instruments, radio, television, or loudspeakers or by any unseemly or disturbing noise.

9. **No Throwing Objects from Window.** Tenant will not throw anything out of any door or window or down any passageway.

10. **No Soliciting.** Canvassing, soliciting, and peddling in the Building is prohibited, and Tenant must cooperate to prevent it.

11. **No Additional Locks.** No additional locks or bolts of any kind will be placed on any of the doors or windows by Tenant, nor will any change be made in existing locks or their mechanisms. Tenant must, on the termination of the tenancy, return to Landlord all keys of stores, offices, and toilet rooms either furnished to or otherwise procured by Tenant; and Tenant must pay Landlord the cost of rekeying for any lost keys.

12. **Keep Doors Locked.** Tenant assumes full responsibility for protecting the Premises from theft, robbery, and pilferage. Except during Tenant's normal business hours, Tenant must keep all doors to the Premises locked and other means of entry to the Premises closed and secured.

13. **No Use of Common Areas for Prohibited Purpose.** Tenant will not use any part of the Building or the common areas for any manufacturing, storage, or sale of merchandise or property of any kind; for lodging or sleeping; or for any immoral or illegal purpose. Tenant will not install or operate any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises. Tenant will not use common areas for the conduct of business, advertising, or any other purpose other than their intended use.

14. **Loading/Unloading.** All loading, unloading, receiving, or delivery of goods or supplies or disposal of garbage or refuse must be made only through entryways provided for those purposes by Landlord.

15. **No Heavy Objects.** Tenant will not install any heavy object, safe, business machine, files, or other equipment that exceeds the allowable designed floor load of the Building. All safes, freight, furniture, or other bulky matter of any description must be carried in or out of the Premises only at the times and in the manner approved in writing by Landlord. In all cases Landlord has the right to approve the proper position of any such safe, furniture, or other bulky article, which may only be used by Tenant in a manner that will not interfere with or cause damage to the Premises, the Building, or other tenants or occupants of the Building. Tenant is responsible for any damage to the Building or injuries sustained by any person resulting from the use or moving of such articles in or out of the Premises and must make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

16. **No Hazardous Substances.** Tenant will not bring in or allow to be kept on the Premises any inflammable, combustible, or explosive fluid, chemical, or substance or any article deemed extra hazardous on account of fire or other dangerous properties.

17. **No Decorators/Painters Unless Approval.** Tenant will not employ any person to perform any decorating, painting, or other similar work on or about the Premises except with the approval of Landlord. All contractors for the performance of any work by Tenant, including janitorial work, cleaning, and repairing of the Premises, must be approved by Landlord and comply with all statutes, laws, regulations, and guidelines of any and all governmental authorities or municipalities, including but not limited to environmental laws.

18. **Landlord Not Responsible for Stolen Items.** Landlord is not responsible for any property, equipment, money, or jewelry that is lost or stolen from the Premises or the public area of the Building regardless of whether the loss occurs when the Premises are locked or not.

19. **Parking in Designated Spaces.** Tenant will park only in strict compliance with all signs posted and municipal regulations in all seasons, within spaces designated for parking, and in a manner that does not block other parking spaces, drives, loading areas, or fire lanes. Tenant authorizes Landlord to remove from the parking lot any improperly parked vehicle, at Tenant's sole risk and expense. Tenant understands that it is fully responsible for ensuring that its employees, agents, licensees, and visitors comply with these parking rules; must reimburse Landlord for all costs and expenses incurred in enforcing the rules; and must indemnify and hold harmless Landlord from any liability to employees and other third parties for measures taken by Landlord to enforce the rules.

20. **Definitions of Terms.** Wherever the word **Tenant** occurs in these rules, it is understood and agreed that it includes Tenant's associates, agents, clerks, servants, and visitors. Wherever the word **Landlord** occurs in these rules, it is understood and agreed that it includes Landlord's assigns, agents, clerks, servants, and visitors.

21. **Janitorial Service.** Tenant shall have janitorial service on a regular basis at its own expense for Tenant's suite.

22. **No Vending Machines.** Tenant shall not operate or permit to be operated at the Premises any coin or token-operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, and/or services, including, without limitation, pay telephones, lockers, scales, and amusement devices, without Landlord's prior written consent.

23. **Common Conference Room and Conference Room Tenants ("CRT").** There shall be provided by Landlord a conference room on Floor 2 of the Building, which shall be available for use by those Tenants, which are granted use of said conference rooms in their respective leases (hereinafter "CRT" or "Conference Room Tenant/s"). The following rules apply to use of each of the conference rooms:

- a. The conference room may be reserved during normal Building Hours by contacting the Caro Chamber of Conference at least twenty-four (24) hours in advance of the requesting time. The Chamber of Conference shall keep a separate calendar for reservation of conference room space, and any CRT may request a copy of said calendar at any time.
- b. The conference room shall be available on a first come, first serve basis. If, at any time, there becomes a non-resolvable dispute between two CRTs upon the use of the conference room or who had secured any such reservation, the Chamber of Conference shall resolve the matter by coin toss with both parties present or the matter can be settled by the Landlord.
- c. Any CRT shall maintain the conference room in a neat and professional manner in accordance with these Rules and Regulations. The conference room/s shall be left in a mess-free clean condition for the next CRT. Please use the dusting spray and rag provided upon the table after each use. Please report any food or drink spills.
- d. The schedule of the Chamber of Conference is final unless superseded by Landlord in Landlord's sole discretion. The Chamber of Conference will provide this service free of charge. Any CRT to this Agreement hereby waives any and all claims against the Chamber of Commerce and shall hereby hold the Chamber of Commerce harmless from any and all claims pertaining to the use and/or scheduling of any conference room.
- e. The conference room is available for use by groups of people. Thus, any use must be by a group of three (3) or more people at one time.
- f. Absolutely NO ALCOHOLIC BEVERAGES are permitted in a conference room at any time, unless authorized by Landlord. Smoking is not allowed in any portion of the Building at any time.

- g. The conference room may only be used for the CRT's business purposes, unless otherwise authorized by Landlord. A CRT may not authorize another entity or subsidiary or agent to use a conference room.

TENANT UNDERSTANDING:

I, _____, have read and understand these Rules and Regulations Regarding Use of the Conference Room. I understand that failure to abide by these regulations may result in a forfeiture of the right to any future use of the room or a default in my Lease Agreement for 429 N. State Street, Caro, Michigan.

COUNTY OF TUSCOLA, a Michigan
county corporation

Dated: _____

By: _____

Its: _____

ORIGINAL TO County Clerk
COPY TO Equalization Department
COPY TO Each Township or City Clerk

2018 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2018)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County Tuscola	2018 Taxable Value of All Properties in the Unit as of 1-1-2017 1,786,725,302
Local Government Unit County	For LOCAL School Districts: 2018 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties:

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.

The following tax rates have been authorized for levy on the 2018 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election, Charter, etc.	(5) 2017 Millage Rate Permanently Reduced by MCL 211.34d	(6) 2018 Current Year Millage Reduction Fraction	(7) 2018 Millage Rate Permanently Reduced by MCL 211.34d	(8) 2018 Sec 211.34 Millage Rollback Fraction	(9) 2018 Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec 1	(12) Expiration Date of Millage Authorized
Alloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141		frozen
Sp Voted	Bridge/Streets	Aug-16	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807		0.4807	Dec-23
Sp Voted	Senior Citizens	Aug-18	0.3200	0.3200	1.0000	0.3200	1.0000	0.3200		0.3200	Dec-24
Sp Voted	Medical Care	Aug-08	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500		0.2500	Dec-18
Sp Voted	Road Patrol	Aug-18	1.3300	1.3300	1.0000	1.3300	1.0000	1.3300		1.3300	Dec-24
Sp Voted	Roads/Streets	Aug-16	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657		0.9657	Dec-23
Sp Voted	Mosquito	Aug-14	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-19
Sp Voted	Recycling	Aug-16	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-24
Sp Voted	Veterans	Feb-15	0.1700	0.1700	1.0000	0.1700	1.0000	0.1700		0.1700	Dec-20
Sp Voted	MSU Extension	Mar-16	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000		0.1000	Dec-21

Prepared by Angie Daniels	Title Equalization Director	Date 05/02/2018
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As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e and 211.34 for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage. 380.1211(3)

<input checked="" type="checkbox"/> Clerk	Signature <i>Jodi Fetting</i>	Type Name Jodi Fetting	Date 5-24-18
<input type="checkbox"/> Secretary			
<input checked="" type="checkbox"/> Chairperson	Signature <i>Thom Bardwell</i>	Type Name Thom Bardwell	Date 5-24-18
<input type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9.

The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

IMPORTANT: See instructions on the reverse side regarding where to find the millage rate used in column (9).

3



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Kimberly Green, Director

To: Tuscola County Board of Commissioners
Michael Hoagland – County Controller/Administrator

From: Kimberly Green, Director

Date: March 4, 2019

Re: Request to purchase control materials for 2019 mosquito season

On January 17th 2019 sealed bids for insecticide materials were opened at the Midland County Board of Commissioners Finance Committee meeting. After review of these bids, we are requesting permission to purchase the following materials.

- BTI Granular 16,000 pounds
- BVA Oil 440 gallons
- Liquid BTI 300 gallons
- Altosid Pellets 88 pounds

These purchases total \$43,780.20 and will be deducted from the 2019 Mosquito Abatement budget account 240-620-750-000, Abatement Materials.

This purchase was anticipated and sufficient funds allocated to this account.

Thank you,

Respectfully,

Kimberly Green, Director



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Kimberly Green, Director

To: Tuscola County Board of Commissioners
Michael Hoagland: Controller/Administrator

From: Kimberly Green: Director

Date: March 4, 2019

RE: 2019 Seasonal Mosquito Abatement Staff

We are requesting permission to hire our 2019 seasonal employees.
Please see list of attached names.

Thank you

Respectfully,

Kimberly Green, Director

FIRST SHIFT	7:00AM	3:00PM	
Kirk	Bauer		
Matthew	Downing		
Mark	Seelye		
Warren	Swackhamer		
Michael	Sherman		
Tim	Singer		
FOREMAN	6:30AM	3:00PM	
Thomas	Perkins		
ASST. FOREMAN	7:00AM	3:00PM	
Michael	Sherman		
BIOLOGIST	8:00AM	4:30PM	
Greer	Gavin		
LAB	8:00AM	4:00PM	
Clark	Shyann		
Gohs	Don		
OFFICE	8:00AM	4:00PM	
Renee	Raney		
ADMIN ASSISTANT	8:00AM	4:30PM	
Lisa	Ozbat		
UTILITY/OFFICE	8:30AM	4:30PM	
Robert	Burcham		
EQUIP TECH	8:00AM	4:30PM	
Larry	Zapfe		
SECOND SHIFT	5:00PM	1:00AM	
John	Adamczyk		
Joseph	Benjamin		
Jack	Clark		
Matthew	Dixon		
Kevin	Gainforth		
Lee	Garnsey		
Dennis	Haney		
Malachi	Hecht		
Rodney	Hood		
Connor	Langenburg		
Richard	Myers		
Amos	Perkins		
Michael	Priestley		
Michael	Ryan		
Aaron	Singer		
ASSIT. FOREMAN	5:00PM	1:00AM	
Patrick	Webster		
FOREMAN	4:30PM	1:00PM	
Patrick	Dennis		

From: Eean Lee <eean.lee@tuscolacounty.org>
Sent: Friday, March 1, 2019 9:30 AM
To: Mike Hoagland
Subject: Dell Technologies World Conference 2019

I'd like to attend the Dell Technologies World conference of 2019. It's happening April 29 – May 2 in Las Vegas. This conference offers the education I need to advance smart purchasing decisions so we can improve our processes and innovate faster. I will collaborate with Dell Technologies gurus and engineers, plus technologists from the world's most successful organizations that will greatly benefit in honing my management skills. I attended this conference in 2018 and found it to be an excellent value.

This is the best opportunity in 2019 for me to get real insights and practical next steps to take our Security Transformation to the next level. Dell Technologies World is a four-day conference where I will get hands on with the latest tech and see emerging trends, strategies and solutions for the edge to the core to the cloud. I'll also have access to labs, free technical certifications and an immersive Solutions Expo featuring all the Dell Technologies companies, partners and sponsors.

I request the board allow me to travel out of state to attend. I have training money set aside for such and this would NOT require an additional budget amendment.

Eean Lee
Chief Information Officer
Tuscola County
www.tuscolacounty.org
989-672-3773 (Office)

mhoagland@tuscolacounty.org

From: Susan Rickwalt-Holder <srrickwalt@tbhs.net>
Sent: Wednesday, February 27, 2019 3:34 PM
To: 'mhoagland@tuscolacounty.org'
Subject: Request for use of TC Court House Lawn

Mike, the Tuscola County Suicide Prevention Coalition would like to request of the use of the Tuscola County Court House lawn and sidewalks on Sunday, September 8th, 2019 from 9:00 am to 4 :00 pm. The coalition is planning an awareness walk.

If you have any questions you may contact me

Kind Regards,
Susan R. Holder

Confidentiality Notice: The information or attachments in this electronic communication may have confidential health information that is protected under the Health Insurance Portability and Accountability Act (HIPAA). This information is intended only for the appropriate use of the person or entity named above. If you are not the intended recipient, you are prohibited from reading, disseminating, disclosing or copying the information. If you have received this email in error, please reply to the sender immediately and destroy the information.

G

RIDER For Additional Service

This Rider made this 15th day of February, 2019, is part of and is to be attached to client contract made the _____ day of _____, by and between, Solucient Security, hereinafter called "Dealer" and Tuscola County Court, hereinafter called the "Client", for the addition of equipment and/or service on the premises of the Client at 125 W. Lincoln, in the City of Caro, State of MI.

The Client hereby requests, and Dealer agrees, to install the following additional protection:

- 1 Wireless Panic
- 3 Pull Stations
- 4 Smoke Detectors

All applicable permits, plan review fees, inspections, and final testing of system with the Authority Having Jurisdiction (AHJ) will be at an additional cost to the customer. Customer recognizes that the AHJ may require equipment above and beyond the scope of this agreement. This may result in additional cost to the customer.

The Client hereby agrees to pay Dealer, its Agents or Assigns, the sum of:

Installation:	<u>\$1,688.00</u>	<u>TBD</u>	<u>\$1,688.00</u>	<u>\$0.00</u>	<u>\$1,688.00</u>
		Tax	Total	Down Payment	Balance due upon completion
Monitoring:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>same</u>	
		Tax	Total	Payment Mode	

Work on your installation will begin approximately TBD, and shall be substantially completed within approximately 2 working days after commencement subject to permissible delays pursuant to this agreement. Commencement of work shall consist of the cutting of holes preparatory to installation or the stringing of wires.

The parties hereto mutually agree that the aforesaid agreement, of which this rider is made a part, is and shall be and remain in full force and effect in accordance with all of the terms and conditions thereof, modified only as in this rider specifically provided.

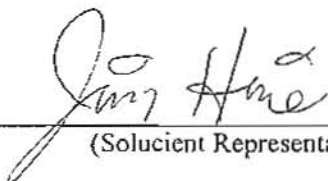
This rider is not binding unless approved in writing by an authorized representative of Dealer.

Client Signature

PRINT _____

Title _____

Date _____

Signature 
(Solucient Representative)

Approved _____