

**Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Monday, March 9, 2020 – 8:00 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance/Technology**  
Committee Leaders-Commissioners Young and Jensen

### **Primary Finance/Technology**

1. **Drain Commissioners 2019 Annual Report**
2. **Mosquito Abatement 2019 Annual Report**
3. **Mosquito Abatement Request:**
  - **Purchase Materials (See A)**
  - **Purchase ULV Equipment (See B)**

### **On-Going and Other Finance**

#### **Finance**

1. Preparation of Updated Multi-Year Financial Plan
2. Preparation of the Updated Tuscola County Remonumentation Program Plan
3. Continue Review of Road Commission Legacy Costs

#### **Technology**

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

#### **Personnel**

Committee Leader-Commissioners Vaughan and Bardwell

### **Primary Personnel**

1. **Mosquito Abatement Request to Hire 2020 Seasonal Staff (See C)**
2. **County Land Bank Appointment of John Tilt for Full Year (See D)**

### **On-Going and Other Personnel**

1. Strengthen and Streamline Year-End Open Enrollment
2. Magistrate Pay Review – Tabled until May 2020

**Building and Grounds**  
Committee Leaders-Commissioners Jensen and Grimshaw

**Primary Building and Grounds**

1. State Police Lease (See E)
2. Parks and Recreation Letter Regarding Acquisition of Land (See F)
3. Smoking Ordinance (See G)
4. Parks and Recreation Letter Regarding the County Smoking Ordinance (See H)

**On-Going and Other Building and Grounds**

1. County Jail Study
2. Recycling Relocation Update
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. State Land Acquisition

**Other Business as Necessary**

1. Gifford Township Request to be Involved in the Flood Program (See I)
2. Covid-19 Update from Health Officer (See J)
3. Covid-19 Education for Distribution (See K)

**On-Going Other Business**

1. Board Rules of Order – Possible revisions within 6 months (1-13-20)
2. Policy Updates
3. SB 46
4. Veterans Millage Renewal
5. Dog Ordinance

**Public Comment Period**



**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  
Clayette Zechmeister – County Controller/Administrator

From: Kimberly Green, Director

Date: March 2, 2020

Re: Request to purchase control materials for 2020 mosquito season

On January 15<sup>th</sup> 2020 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.

- Kontrol 4-4 (permethrin) 6,875 gallons
- VectoBac G (granular bti) 29,600 pounds
- VectoBac 12AS (liquid bti) 180 gallons
- Altosid Pellets (methoprene) 88 pounds

These purchases total \$141,131.16 and will be deducted from the 2020 Mosquito Abatement budget account 240-100-747.000, Abatement Materials.

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

Thank you,

Respectfully,

Kimberly Green, Director

**2020 MOSQUITO CONTROL INSECTICIDE RDDS**  
**Bid Opening: Wednesday, January 15, 2020 at 11:00 a.m.**

Item	Materials & Specifications	Quantity	Country	Adapco		All Pro		Clarke		Farrest Specialty		Instar USA			
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
A.	B.S. Corncarb 40-lb. bags	1,600 lbs. (40 bags)	Bay	\$6.10	\$9,760.00	No Bid	\$	No Bid	\$	No Bid	\$	No Bid	\$		
		200 lbs. (5 bags)	Midland	\$6.10	\$1,220.00	No Bid	\$	No Bid	\$	No Bid	\$	No Bid	\$		
		80 lbs. (2 bags)	Tuscola	\$6.10	\$488.00	No Bid	\$	No Bid	\$	No Bid	\$	No Bid	\$		
B.	B.G. Grippers 100 / case Summit Bt Briquets	500 (5 cases)	Bay	No Bid	\$	No Bid	\$	\$96.00	\$480.00	\$84.76	\$423.80	\$79.00	\$395.00		
		100 (1 case)	Tuscola	No Bid	\$	No Bid	\$	\$96.00	\$96.00	\$84.76	\$84.76	\$79.00	\$79.00		
C.	Permethrin ULV Adulticide 275 gal. mini notes	1,375 gal. (5 totes)	Bay	\$18.21	\$25,038.75	\$15.60	\$21,450.00	\$21.00	\$28,875.00	\$15.74	\$21,642.50	\$14.28	\$19,635.00		
		2,475 gal. (9 totes)	Midland	\$18.21	\$45,069.75	\$15.60	\$38,610.00	Blomist 4+4	\$21.00	\$51,975.00	Perm X 1L 4+4	\$15.74	\$38,956.50	\$14.28	\$35,343.00
		6,875 (25 totes)	Tuscola	\$18.21	\$125,193.75	\$15.60	\$107,250.00	\$21.00	\$144,375.00	\$15.74	\$108,212.50	\$14.28	\$98,175.00		
D.	BVA 2 MLO 275 gal. totes	1,925 gal. (7 totes)	Midland	\$6.78	\$13,051.50	No Bid	\$	\$21.75	\$41,869.50	\$6.85	\$13,186.25	No Bid	\$		
		200 lbs. (5 bags)	Bay	\$28.80	\$5,760.00	No Bid	\$	\$17.59	\$3,518.00	\$17.59	\$3,518.00	\$17.59	\$3,518.00		
E.	Alboid P25 40 lb. bags	80 lbs. (2 bags)	Tuscola	\$28.80	\$2,304.00	No Bid	\$	\$17.59	\$1,407.20	\$17.59	\$1,407.20	\$17.59	\$1,407.20		
		440 briquets (2 cases)	Midland	No Bid	\$	No Bid	\$	\$752.40	\$1,504.80	\$752.40	\$1,504.80	\$752.40	\$1,504.80		
G.	Alboid Pellets WSP 800 packets container	4,200 packets (54 containers)	Midland	No Bid	\$	No Bid	\$	\$688.00	\$37,152.00	\$688.00	\$37,152.00	\$688.00	\$37,152.00		
		5,500 tablets (25 cases)	Bay	No Bid	\$	No Bid	\$	\$995.00	\$34,825.00	No Bid	\$	\$752.40	\$18,310.00		



**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  
Clayette Zechmeister – County Controller/Administrator

From: Kimberly Green, Director

Date: March 2, 2020

Re: Request to purchase ULV's

I would like to request permission to purchase ULV equipment. This is equipment that is only available through these vendors.

- 1 Grizzly OHV Smartflow ULV-Truck Mounted from Clarke  
Account # 240-100-970.030 Unit Price \$13,977.91
- 2 Pioneer Backpack sprayers and 2 spare batteries from Adpaco  
Account # 240-100-970.060 Unit price \$ 2,330.26 Backpack sprayer  
Account # 240-100-970.060 Unit price \$ 466.67 Spare batteries  
Total \$5,428.86

Funds for this purchase were budgeted for 2020 to these accounts.

Respectfully,

*Kimberly Green, Director*  
Tuscola County Mosquito Abatement  
1500 Press Drive  
Caro, MI 48723  
989-672-3748  
kgreen@tuscolacounty.org



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  
Clayette Zechmeister: Controller/Administrator

From: Kimberly Green: Director

Date: March 2, 2020

RE: 2020 Seasonal Mosquito Abatement Staff

We are requesting permission to hire our 2020 seasonal employees.  
Please see list of attached names.

Thank you

Respectfully,

*Kimberly Green, Director*

<b>FIRST SHIFT</b>	<b>7:00AM</b>	<b>3:00PM</b>	
Kirk	Bauer		
Robert	Burcham		
Kevin	Gainforth		
Mike	Ryan		
Keith	Walker		
Kane	Millikin		
Richard	Domanick		
<b>FOREMAN</b>	<b>6:30AM</b>	<b>3:00PM</b>	
Thomas	Perkins		
<b>ASST. FOREMAN</b>	<b>7:00AM</b>	<b>3:00PM</b>	
Michael	Sherman		
<b>BIOLOGIST</b>	<b>8:00AM</b>	<b>4:30PM</b>	
Shyann	Clark		
<b>LAB</b>	<b>8:00AM</b>	<b>4:00PM</b>	
Amos	Perkins		
<b>OFFICE</b>	<b>8:00AM</b>	<b>4:00PM</b>	
Renee	Kekovich		
<b>ADMIN ASSISTANT</b>	<b>8:00AM</b>	<b>4:30PM</b>	
Lisa	Ozbat		
<b>UTILITY/OFFICE</b>	<b>8:30AM</b>	<b>4:30PM</b>	
<b>EQUIP TECH</b>	<b>8:00AM</b>	<b>4:30PM</b>	
Larry	Zapfe		
<b>SECOND SHIFT</b>	<b>5:00PM</b>	<b>1:00AM</b>	
John	Adamczyk		
Joseph	Benjamin		
Jack	Clark		
Mike	Emry		
Lee	Garnsey		
Dennis	Haley		
Rodney	Hood		
Connor	Langenburg		
Richard	Myers		
Mike	Putnam		
Aaron	Singer		
Richard	Letts		
James	Harvey		
Mark	Howard		
Ronald	Turner		
Caleb	Weisenburger		
Cole	Heckroth		
<b>ASSIT. FOREMAN</b>	<b>5:00PM</b>	<b>1:00AM</b>	
Patrick	Webster		
<b>FOREMAN</b>	<b>4:30PM</b>	<b>1:00PM</b>	
Patrick	Dennis		
New Hires			

D



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

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**land bank board**

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pat donovan <pdonovan@tuscolacounty.org>  
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Mar 5, 2020 at 9:43 AM

Clayette,

I now have the resume for John Till. I would like to have him be appointed to the Land Bank Board for a 1 year term starting March 1, 2020. Thank you.

Pat Donovan-Gray  
Tuscola County Treasurer  
[Quoted text hidden]



Rec'd 4/23/03

93d:

STATE OF MICHIGAN



E

JOHN ENGLER, Governor

**DEPARTMENT OF MANAGEMENT & BUDGET**

P.O. BOX 30026, LANSING, MICHIGAN 48909  
JANET E. PHIPPS, Director

September 13, 1999

Michael Hoagland  
Controller – Administrator  
County of Tuscola  
207 East Grant Street  
Caro, Michigan 48723

Dear Mr. Hoagland:

**SUBJECT: Lease for Property Located at 1485 Cleaver Road, Caro for the Department of State Police (Lease #10724) SR #97-1256**

Enclosed is a copy of the above-mentioned lease. This lease has been approved by the State Administrative Board, the Joint Capitol Outlay Subcommittee (where applicable) and signed by the Director for the Department of Management and Budget.

The original of this lease is being retained by the Department of Management and Budget and a copy is being transmitted to the Department of State Police.

Rental payments will not be authorized until we receive the following as required by the terms of the lease:

- Certificate of Occupancy.
- An Inspection Report by the Department of Management and Budget verifying barrier free design and compliance with Article III VI of the lease. (Contact property specialist when premises is ready for inspection.)
- Certificate of Insurance naming the State as an additional insured for public liability.
- Emergency Service Call Record (form enclosed).

Upon receipt of the above indicated reports, the rent authorization is effective January 1, 2000. If any questions should arise concerning these payments, please contact Howard Finkel, Department Contact, Department of State Police, telephone number (517) 336-6384.

Michael Hoagland  
September 13, 1999  
Page 2

If you have any questions in connection with the above, please contact the undersigned, telephone number (517) 373-9559.

Thank you for your cooperation in this matter.

Sincerely,



Michael Van Setters, Property Analyst  
Commercial Section  
Real Estate Division

MVS:her

Enclosures

cc: Howard Finkel, DSP, w/copy of Lease  
Holly Roderick

E:\sectemp\holly\mike\10724ra.doc

*Ken signed this  
letter & returned  
signed copy to  
Van Setters  
9/14/99*

\*

# LEASE

State Lease #10724

between

**THE COUNTY OF TUSCOLA, as Lessor**  
and

**THE STATE OF MICHIGAN, as Lessee**

**ARTICLE I - DEFINITIONS**

- 1.1 A.N.S.I.
- 1.2 Cancellation
- 1.3 Construction
- 1.4 Executive
- 1.5 Maintenance
- 1.6 Occupancy
- 1.7 Reserved
- 1.8 Possession
- 1.9 Potable Water
- 1.10 Purpose
- 1.11 Remodel
- 1.12 State Government Managed
- 1.13 State Government Owned
- 1.14 Substantial Completion
- 1.15 Tenantable
- 1.16 Tenant Improvements

**ARTICLE II - POSSESSION**

- 2.1 Square footage Leased
- 2.2 Location of Leased premises
- 2.3 Early possession
- 2.4 Initial term of possession
- 2.5 First renewal option
- 2.6 Second renewal option
- 2.7 Deleted, not applicable
- 2.8 Deleted, not applicable
- 2.9 Ninety-day holdover
- 2.10 Assignment/sublet
- 2.11 Quiet enjoyment
- 2.12 Lessor access to Leased premises
- 2.13 Lessor provides equivalent premises

**ARTICLE III - LESSOR OBLIGATIONS**

- 3.1 Lessor obligations
- 3.2 Asbestos
- 3.3 Toxic, hazardous, injurious substances
- 3.4 Defense against claims
- 3.5 Commence remodeling or construction
- 3.6 Complete remodeling or construction
- 3.7 Standards and specifications
- 3.8 Construction change orders
- 3.9 Remodeling required by future law
- 3.10 Damage to Leased premises
- 3.11 First right of refusal for adjacent
- 3.12 Discrimination prohibited
- 3.13 Structural loading
- 3.14 Notice of Ownership Transfer
- 3.15 Year 2000
- 3.16 Time Extension
- 3.17 Public Notification

**ARTICLE IV  
LESSEE OBLIGATIONS, DUTIES, AND OPTIONS**

- 4.1 Lessee obligations
- 4.2 Notification to maintain and repair
- 4.3 Lessee option to add/remove improvements
- 4.4 Quality of improvements by Lessee
- 4.5 Move-out condition
- 4.6 Payment for sign ordinance variances
- 4.7 Lessee repairs for damage
- 4.8 Recording of lease
- 4.9 Protection of Leased premises by Lessee
- 4.10 Lessee prohibited conduct



**ARTICLE V - RENT CONSIDERATION**

- 5.1 Frequency of rent payment
- 5.2 Late possession - no rent
- 5.3 Rent during initial term
- 5.4 Mid Term Rent Increase
- 5.5 Rent during 1st renewal option
- 5.6 Consumer Price Index increases
- 5.7 Rent adjustment for operating expenses
- 5.8 Rent adjustment for real property taxes
- 5.9 Real property tax exemptions
- 5.10 Real property tax assessment appeals
- 5.11 Waiver of rent adjustments
- 5.12 Remodeling/get-ready costs
- 5.13 Reserved
- 5.14 Reserved
- 5.15 Remodeling/maintenance costs deduct
- 5.16 Rent reduced for documentation
- 5.17 Rent abated for untenable premises
- 5.18 Prepaid rent refunded upon damage

**ARTICLE VI - STATE OPTION TO PURCHASE**

- 6.1 Definition of seller
- 6.2 Exclusive right to purchase
- 6.3 Duration of option
- 6.4 Written notice
- 6.5 Purchase price
- 6.6 Appraiser qualifications
- 6.7 Payment of appraisals
- 6.8 Encumbrances considered
- 6.9 Delivery of title insurance
- 6.10 Objection to title and cure
- 6.11 Restrictions, termination of option
- 6.12 Removal of title defects
- 6.13 Transfer of title free and clear
- 6.14 Lessee delivery of purchase price payment
- 6.15 Title free of other possessory interest
- 6.16 Seller payment for transfer tax
- 6.17 Payment for recording documents
- 6.18 Real Property Tax Adjustment
- 6.19 Waste to Leased premises
- 6.20 Reserved
- 6.21 Toxic, hazardous, or injurious substances

**ARTICLE VII  
EMINENT DOMAIN/CONDEMNATION**

- 7.1 Lessor to notify Lessee
- 7.2 Whole taking, rents prorated
- 7.3 Taking
- 7.4 Lessor option to terminate
- 7.5 Award of damages

**ARTICLE VIII - ESTOPPEL**

- 8.1 Timeliness, Lessee obligations

**ARTICLE IX  
MANAGEMENT AGREEMENT  
Reserved**

**ARTICLE X - LESSOR'S MORTGAGEE**

- 10.1 Identification of Lessor's mortgagee
- 10.2 Disclosure of mortgagees, nondisturbance
- 10.3 Mortgagee right to cure defaults
- 10.4 Attornment

**ARTICLE XI - CANCELLATION**

- 11.1 Cancellation by Lessee
- 11.2 Cancellation by Lessee
- 11.3 Cancellation by Lessee
- 11.4 Cancellation by Lessor

**ARTICLE XII  
NOTICE, APPLICATION, AND APPROVALS**

- 12.1 Notice mailing addresses and delivery
- 12.2 Application of laws
- 12.3 Binding application
- 12.4 State government approvals required
- 12.5 Supercedure and cancellation
- 12.6 Severability
- 12.7 Entire agreement and enclosures

**LEASE**

State Lease #10724

between

**THE COUNTY OF TUSCOLA, as Lessor  
A Governmental Unit**

and

**THE STATE OF MICHIGAN, as Lessee**

THIS LEASE is entered into by **The County of Tuscola**, as Lessor, whose address is **207 East Grant Street, Caro, Michigan 48723**, and the State of Michigan by the Department of Management and Budget for the Department of **State Police**, as Lessee. (REV 09-96)

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants: (New 10-91)

**ARTICLE I - DEFINITIONS**

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease. (REV 10-91)

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing. (REV 09-95)

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior. (New 09-91)

1.4 - Executive: An Executive Order of the Governor pursuant to the Const 1963, Article 5, §§ 2 and 20, or a decision by the Director of the Department of Management and Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered. (New 09-96)

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto. (New 09-91)

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises. (REV 04-95)

1.7 - Reserved.

92. #

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7. (REV 09-95)

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction. (New 02-93)

1.10 - Purpose: The purpose for this Lease is office space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease. (REV 03-96)

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction. (New 09-91)

1.12 - State Government Managed: Property management tasks and responsibilities provided by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government. (New 10-91)

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government. (REV 10-91)

1.14 - Substantial Completion: The construction work has been completed in accordance with Enclosure C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion. (New 01-97)

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business. (REV 04-95)

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession. (REV 09-95)

## ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee 7,546 square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A", 1 page. This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space. (REV 01-97)

2.2 - The Leased premises, located on the property described in Enclosure "B" (legal description), also known as 1485 Cleaver Road, Caro, Michigan 48723 in the Township of Almer, County of Tuscola, State of Michigan. (REV 01-97)

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V. (REV 03-96)

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **fifteen-year** initial term of possession beginning upon actual possession or at 12:01 a.m. on **January 1, 2000**, and ending at 11:59 p.m. on **December 31, 2014**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly. (REV 03-96)

2.5 - This Lease may, at the option of the Lessee, be extended for a **five-year** term beginning at 12:01 a.m. on **January 1, 2015**, and ending at 11:59 p.m. on **December 31, 2019**, provided notice be given in writing to the Lessor **ninety (90)** days before this Lease or extension expires. (REV 03-96)

2.6 - This Lease may, at the option of the Lessee, be extended for a **five-year** term beginning at 12:01 a.m. on **January 1, 2020**, and ending at 11:59 p.m. on **December 31, 2024**, provided notice be given in writing to the Lessor **ninety (90)** days before this Lease or extension expires. (REV 03-96)

2.7 - Deleted, not applicable.

2.8 - Deleted, not applicable.

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed three months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V. (REV 03-96)

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor which shall not be unreasonably withheld. The Lessee, through its Department of Management and Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the LESSOR. (REV 03-96)

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension. (REV 03-96)

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III. (New 09-91)

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease. (REV 03-96)

### ~~X~~ ARTICLE III - LESSOR OBLIGATIONS

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following: (REV 03-96)

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors. (REV 09-96)

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment. (New 09-91)

c) Natural and/or artificial interior illumination that provides a minimum 50 foot-candles, measured at desk level, at all times, throughout the Leased premises. Artificial illumination shall be by incandescent or fluorescent lamps, and shall include tubes, bulbs, starters, ballasts, and fuses used inside the illumination fixture, **and the replacement of starters, ballasts, and fuses for the leased premises and common areas.** (REV 09-96)

d) Domestic plumbing system to restrooms and breakrooms capable of supplying hot and cold water, and removing sanitary waste water. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap. (Rev 02-93)

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et seq. (REV 09-96)

f) **Deleted, not applicable.**

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes. (New 09-91)

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises. (REV 09-96)

72.76.



i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down. (REV 09-96)

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises. (New 09-91)

k) Any equipment, portable or fixed, including alarm notification systems, required by the local public fire marshal authority. (New 09-91)

l) Commercial grade, heavy-duty locking hardware.

Prior to Lessee possession, all doors providing access to the Leased premises shall be rekeyed and **two (2)** keys per lock combination shall be provided to the Lessee. (REV 09-96)

m) Deleted, not applicable.

n) Deleted, not applicable.

o) Deleted, not applicable.

p) Deleted, not applicable.

q) Paved, striped, illuminated, and reserved/common motor vehicle parking on the Leased premises, for **fifty (50)** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **three times** during the lease period in the summer by the Lessor in the 5th, 10th and 15th years. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination. (REV 09-96)

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Handicapped Act). (REV 02-93)

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature.

\*The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross-referenced in paragraphs 4.2, 5.15, 5.17, and 11.3. (REV 09-96)

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice. (REV 09-96)

\* u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots. (New 09-91)

\* v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee. (REV 01-97)

w) A written report, not more than sixty (60) days old from the date of first possession, from the local public fire marshal authority, indicating the Leased premises are approved for occupancy. If a renewal option is exercised, the Lessor shall provide the Lessee with an updated report within sixty (60) days from the beginning date of each renewal period. (REV 09-96)

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises. (REV 10-91)

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction. (New 09-91)

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7. (New 09-91)

aa) Legible photocopies of all paid-in-full supporting documents necessary to calculate adjustments to the rental consideration referenced in Article V. (New 09-91)

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 145, as amended, MCL 324.16501 et seq. (REV 03-96)

cc) New carpeting and ceiling grid pads throughout, during the one hundred eighty (180) days immediately following the start of the tenth (10th) year of possession, and during the one hundred eighty (180) days immediately following the start of the first renewal option, if exercised. The 180-day period is intended as a "window period" only, not as permission to take 180 days to complete the replacement. The carpet and ceiling grid pads shall be of equal or better construction, materials, or grade, as compared to the carpeting and ceiling grid pads used upon initial possession. (New 09-91)

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises. (REV 03-96)

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria. (REV 09-96)

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall: (REV 09-96)

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environmental Quality (MDEQ) of the release or threatened release. (REV 09-96)

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq. (REV 09-96)

3) Inform the Lessee, the MDEQ, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above. (REV 09-96)

4) Provide the Lessee, the MDEQ, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above. (REV 09-96)

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor. (REV 09-96)

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d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee. (REV 09-96)

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee. (REV 09-96)

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee. (REV 09-96)

3.5 - The Lessor shall provide to the Lessee, within fifteen (15) days from the effective date of the Lease, written evidence from a surety company authorized to do business in the State of Michigan, that a performance bond and a payment bond have been issued each in the amount of one hundred percent (100%) of the value of construction as security for the faithful performance of all the work described in Enclosure C-1 and this Lease and payment of all charges in connection with the work. Lessor shall obtain such bonds in a manner consistent with Michigan law. Attorneys-in-Fact who sign bonds shall attach a certified copy of their Power of Attorney to sign such bonds and conduct business in the State of Michigan. Each bond shall assure that the Lessee is named as a third-party beneficiary thereunder with full rights and benefits to enforce the terms and conditions of each bond as if the contract(s) was made directly with the Lessee. (New 01-97)

a) No later than **thirty (30)** days after the effective date of the Lease, the Lessor shall submit to the Lessee a detailed schedule for the design and construction of the Leased premises. Prior to commencement of construction, the Lessor shall submit detailed preliminary plans and specifications consistent with Enclosure "C-1" and a schedule of all permits and approvals for review by the Lessee. (New 01-97)

**b) Deleted, not applicable.**

c) Lessee will either approve the preliminary detailed plans and specifications or make comments on them. The Lessor shall incorporate the Lessee's comments into the final design of the Leased premises. Once the final detailed plans and specifications are complete, they shall be attached to and become part of this Lease as Enclosure "C-1". Lessor shall supply three (3) copies of the final detailed plans and specifications to the Lessee prior to commencement of construction. (New 01-97)

d) No modification shall be made to the final detailed plans and specifications without the prior written consent of the Lessee. Lessor, in constructing the Leased premises, shall use quality materials and comply with all federal, state, and municipal laws, rules, and regulations of any governmental agencies having jurisdiction over the Leased premises. All proposals for the necessary substitution of materials because of shortage or lack of specified materials will be immediately submitted to Lessee, and Lessee may thereupon approve these substitutions, provided they do not alter the quality of the Leased premises. (New 01-97)

e) Building plan review and approval as described in this paragraph is not for the Lessor's benefit and the Lessee is not responsible for any design error and/or omissions discovered or which could have been discovered during this review. Nor does this review waive or negate any rights of the Lessee for breach of contract and/or default based upon design error and/or omissions. (New 01-97)

f) The Lessor shall immediately commence construction as required in paragraph 3.6 upon submission of the final detailed plans and specifications to the Office of Facilities. (New 01-97)

g) All work required under paragraph 3.6 shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessor shall be responsible for acquisition of and payment for all necessary permits. (New 01-97)

3.6 - a) **The Lessor shall complete construction in accordance with the standards and specifications found in Enclosure "C-1".** Upon completion of construction, Lessor shall submit to the Lessee three (3) copies of the "as-built" detailed plans and specifications.

b) Deleted, not applicable.

c) **The work to be performed under Article III of this Lease shall be commenced as provided in paragraph 3.5 .**

d) See attached Enclosure "C-1", 434 pages, for construction standards and specifications. Enclosure "C-1" (final detailed construction plans and specifications) shall be incorporated and attached to this Lease upon receipt by the Office of Facilities pursuant to paragraph 3.5.

e) The program, design, and construction of the Leased premises shall be executed in compliance with all applicable federal, state, and local laws, permits, approvals, ordinances, standards, and regulations, including but not limited to applicable regulations of the Occupational Safety and Health Act (OSHA), and other professional practices and industry standards.

f) The Lessor expressly warrants and guarantees to the Lessee that all construction work will conform to the Lease, Enclosure "C-1" and will not be defective. Reasonably prompt notice of defective work of which the Lessee has actual knowledge shall be given to the Lessor, but failure to do so will not void the Lessor's warranty and guarantee obligations unless actual prejudice results from such untimely notice.

The Lessor's obligations for correction of construction work specified herein are in addition to, and not in limitation of, any warranties or guarantees required elsewhere in this Lease, Enclosure "C-1", or by law. Nothing contained in this paragraph shall be construed as establishing a period of limitations for, or limiting the obligations of, the Lessor to warrant and guarantee that the construction work will not be defective.

3.7 - Lessor agrees that the Lessee or its authorized representative(s) shall, at all times, have access to the Leased premises construction site to determine that the Leased premises are being constructed in accordance with reasonable construction standards and the requirements of Enclosure "C-1". Lessor agrees that:

a) The Lessee's representative shall receive copies of Lessor's required construction submittals as outlined in Enclosure "C-1", such as shop drawings, product data and samples, to confirm conformance with the design concept of the work and with the information provided in enclosure "C-1" and industry performance standards.

b) The Lessee's representative shall have authority to observe the construction and where non-conformance with Enclosure "C-1" is discovered communicate to the Lessor such non-conformance. The Lessor agrees to take appropriate corrective action to conform the construction work to the requirements of Enclosure "C-1".

c) The Lessee's right to make observations or otherwise act as set forth in paragraph 3.7(a), 3.7(b), 3.7(d) and 3.7(e) shall not:

1) give rise to or impose any duty or responsibility on Lessee to make those observations or perform those services for the benefit of the Lessor or any of its contractors, subcontractors, agents, or employees;

2) relieve the Lessor from its obligations to perform the construction work in accordance with Enclosure "C-1"; or

3) represent acceptance of defective construction work.

3.8 - Lessor agrees that the Lessee shall retain an Architect/Engineer at Lessee's expense, who will provide construction inspection services and will periodically visit the site to determine that the Leased premises are being constructed in accordance with reasonable construction standards and relevant specifications and drawings, Lessor agrees that: (REV 09-96)

a) The Lessee's Architect/Engineer shall at all times have access to the work whenever it is in preparation and progress. Lessor is responsible for providing access to the Lessee's Architect/Engineer so that he/she may properly perform functions under this agreement. (REV 09-96)

b) The Lessee's Architect/Engineer who is responsible for the preparation of the construction documents will be the final interpreter of the specifications, drawings and standards, and the judge of performance thereunder by the Lessor. (REV 01-97)

c) The Lessee's Architect/Engineer shall receive copies of Lessor's required construction submittals, such as shop drawings, product data and samples, to confirm conformance with the design concept of the work and with the information provided in the specifications, drawings, and industry performance standards. (REV 09-96)

d) The Lessee's Architect/Engineer shall have authority to inspect and, where required because of a non-conformance with the relevant contract documents, reject any construction work, or take other appropriate action including recommending action necessary to correct any rejected work. The Lessor shall promptly correct the rejected work according to the Lessee's Architect/Engineer's recommendations. (REV 01-97)

e) The Lessee's Architect/Engineer's authority to make the required observations or otherwise act as set forth in Section 3.8 (a) - (d), shall not a) give rise to or impose any duty or responsibility on it to make those observations or perform those services for the benefit of the Lessor or any of its contractors, subcontractors, agents or employees, b) relieve the Lessor from its obligations to perform the construction work in accordance with the drawings, specifications and standards, or c) represent acceptance of defective construction work. (REV 09-96)

f) During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes. The Lessor shall submit a complete description and cost estimate for prior written approval to the Real Estate Division of the Department of Management and Budget, prior to the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted. (REV 01-97)

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee. (REV 09-96)

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI. (REV 09-96)

3.11 - Deleted, not applicable.

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI. (REV 07-98)

3.13 - Deleted, not applicable.

3.14 - Deleted, not applicable.

3.15 - The Lessor warrants that all fixtures, equipment and/or operating systems installed in the Leased premises which require firmware or software systems to operate and are in use prior to, during, or after calendar year 2000, have been designed or modified and fully tested in such a manner that the fixtures, equipment and/or operating systems will not generate any invalid and/or incorrect date related results or cause any of the problems commonly referred to as "Year 2000 problems" and will, without interruption or manual intervention, continue to operate consistently, predictably and accurately and in accordance with all of the requirements of this Lease, including without limitation, meeting all specifications and/or functionality and performance requirements, when used during any year prior to, during or after the calendar year 2000 to ensure the Lessee's uninterrupted use of the Leased premises. (REV 01-99)

3.16 - Deleted, not applicable.

3.17 - The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 et seq., in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense. (New 10-97)

#### ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish: (REV 03-95)

- a) **Metered** payment for electrical utilities used in the Leased premises.  
**Metered** payment for natural gas utilities used in the Leased premises.  
**Metered** payment for water and sewerage utilities used in the Leased premises. (New 09-91)

b) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. (New 09-91)

c) Janitorial supplies, equipment, personnel, and supervision for complete janitorial service. (New 09-

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4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees. (REV 09-96)

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the LESSOR. (REV 09-96)

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease. (REV 09-96)

4.9 - The Lessee shall close all open windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied. (REV 09-96)

4.10 - The Lessee shall not permit: (REV 09-96)

a) Deleted, not applicable.

b) Any items to be attached to suspended acoustical ceiling grids. (REV 02-93)

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises. (REV 09-96)

#### ARTICLE V - RENT CONSIDERATION

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies. (New 09-91)

5.2 - If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered. (REV 09-96)

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. January 1, 2000, through 11:59 p.m. December 31, 2014, at the rate of **One Hundred Sixty Two Thousand One Hundred Thirty Four and 16/100 dollars (\$162,134.16)** per year, payable in installments of **Thirteen Thousand Five Hundred Eleven and 18/100 dollars (\$13,511.18)** per month. (REV 09-96)

*paying every 3 months  
3 x 13511.18 → 40,533.54*

5.3A - The annual rental rate reflected in this Lease is based on an estimated \$2,432,011.67 debt amortized at fifteen (15) years with an estimated 5.02% interest rate. It is agreed by the parties that the actual rental and interest rates will be adjusted to correspond with the actual debt service requirement to retire the bond sale debt, and that the Lessor will provide, for the Lessee, the final debt service payment schedule prior to occupancy or rental payment by the Lessee. It is also agreed that the actual costs will be adjusted against the estimated operating costs to reflect the actual costs incurred for adjustment. (New 04-92)

5.4 - Reserved.

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. January 1, 2015, through 11:59 p.m. December 31, 2019 at a rental rate determined by actual costs as determined in the following operating costs attributable to the Leased premises for the period January 1, 2015, to December 31, 2019.

- Exterior maintenance and repair
- Roof maintenance and repair
- Interior maintenance and repair
- \* HVAC maintenance
- Parking lot maintenance and repair
- Twenty percent (20%) of the above actual operating costs as administrative expenses

*as of August 2015*

*Jan-Dec 2016*      *June 17 Deadline*

5.5A - In the event the Lessee exercises the renewal option pursuant to Article II, Paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **January 1, 2020**, through 11:59 p.m. **December 31, 2024**, at a rental rate determined by actual costs as determined in the following operating costs attributable to the Leased premises for the period January 1, 2020, to December 31, 2024.

- Exterior maintenance and repair
- Roof maintenance and repair
- Interior maintenance and repair
- HVAC maintenance
- Parking lot maintenance and repair
- Twenty percent (20%) of the above actual operating costs as administrative expenses

5.6 - Deleted, not applicable.

5.7 - Deleted, not applicable.

5.8 - Deleted, not applicable.

5.9 - Deleted, not applicable.

5.10 - Deleted, not applicable.

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5.11 - Deleted, not applicable.

5.12 - Deleted, not applicable.

5.13 - Deleted, not applicable.

5.14 - Deleted, not applicable.

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

(REV 01-97)

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, four percent (4%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee. (REV 09-96)

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI. (REV 09-96)

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation. (REV 09-96)

#### ARTICLE VI - LESSEE OPTION TO PURCHASE

6.1 - For purposes of this Article VI only, the Lessor shall be defined as the "Seller" and the Lessee shall be defined as the "State". (REV 03-96)

6.2 - The Seller hereby grants to the State the exclusive right and option to purchase the Leased premises described in paragraphs 2.1 and 2.2 (for purposes of Article VI, referred to as the "Premises"), and all rights, title, and interest presently held and subsequently acquired therein. (REV 09-96)

See Enclosure "B", 1 page for Legal Description

6.3 - This option to purchase may be exercised by the State only: (New 09-91)

Anytime after the first full year of possession.

6.4 - Written notice of the exercise of this option to purchase shall be made by the State, as found in paragraph 12.1. (New 09-91)

6.5 - The total purchase price shall be the fair market value of the land, structures and improvements thereto, as described in paragraphs 2.1 and 2.2. **In no event shall the fair market value be less than the amount that the Lessor owes on the debt that it incurred in financing the premise's construction.**

6.6 - Fair market value shall be determined by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 et seq. (Occupational Code). (REV 09-96)

6.7 - The State shall contract and pay for an independent fee appraisal to determine fair market value. However, if the Seller does not agree with the fair market value established by the State's appraisal, the Seller shall, at the Seller's expense, contract for a second fair market value appraisal by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 et seq. (Occupational Code). The State and the Seller shall promptly notify each other of the estimated time to obtain an appraisal. The State and the Seller shall promptly submit their respective appraisals to each other, but in no event later than thirty (30) days after receipt of the appraisal. If there is a difference between the first and second appraisal of ten percent (10%) or less, the State and the Seller shall split the difference in value. If there is a difference between the first and second appraisals of more than ten percent (10%), the State shall contract for a review appraisal, of the first and second appraisals. The review appraisal determination shall be binding upon the State and the Seller. The cost of the review appraisal shall be split equally by the State and the Seller. (REV 01-97)

6.8 - All fee appraisers, whether under contract to the State or the Seller, shall take into consideration this Lease between the State and the Seller, including all of the Lease covenants, as an encumbrance to the Premises identified in paragraphs 2.1 and 2.2. (New 09-91)

6.9 - If the State exercises its option to purchase the Premises, the Seller shall, within ten (10) days thereafter, furnish and deliver to the State's attorney a commitment for title insurance with coverage in an amount at least equal to the amount of the taxable value. The commitment for title insurance shall evidence good and marketable title in fee simple absolute to the Premises to be vested in the State and shall be conditioned only upon delivery of a sufficient warranty deed from the Seller to the State. The Seller shall take all actions required by such commitment for title insurance to remove exceptions to coverage for liens, mortgages, and all other similar encumbrances prior to closing. The Seller shall update the amount of coverage to the fair market value as determined in paragraph 6.7 prior to closing. (REV 09-96)

6.10 - If objection to the title is made, based upon a written opinion of the State's attorney that the title is not in the condition as required for performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed to remedy the title to the satisfaction of the State's attorney. If the Seller fails to remedy the defect within said thirty (30) days, this option, in the discretion of the State, may be considered null and void and the parties relieved from any and all liability thereunder or the State may proceed to have such defect remedied or removed. The Seller shall use its best efforts and shall cooperate with the State to remove any and all title defects so identified.

(REV 01-97)

6.11 - In the event that examination of the title by the State's attorney discloses any easements or restrictions on use of the Premises which would prevent the State from using the Premises for the purposes for which they were to be acquired, the State may at its sole discretion terminate this option and the parties will be thereupon relieved from any and all liability hereunder or the State may proceed to have any easements or restrictions on the use of the Premises removed. If the State is unsuccessful in removing such easements or restrictions, the State may, at its option, terminate this option and the parties will be thereupon relieved from any and all liability hereunder. The Seller shall use its best efforts and shall cooperate with the State to remove any and all restrictions on the use of the Premises. (REV 01-97)

6.12 - If the Premises are not free and clear of and from all defects, liens and encumbrances, the Seller shall remove all defects, liens and encumbrances on or before the date that the warranty deed is to be delivered. The documents referred to above shall collectively demonstrate no unpaid delinquent taxes assessed against the Premises in question or against the Seller. The Seller shall also furnish to the State's attorney, if the Premises are being sold on a land contract, a copy of the land contract, or assignment of land contract, with payment record showing all interest and principal paid to date with a clearly stated outstanding principal balance thereon. (New 09-91)

6.13 - Transfer of title to the Premises described in paragraphs 2.1 and 2.2 shall be effected by warranty deed conveying a good and marketable title in fee simple absolute to the Premises, including title to all fluid, mineral and gas rights, buildings, structures, trees and other improvements thereon. The title is to be free and clear from all liens and encumbrances. The warranty deed shall be delivered to the State upon payment of the full purchase price. (REV 09-96)

6.14 - Unless instructed to do otherwise by the Seller, the State shall deliver to the Seller, at the time set for delivery of the warranty deed, a State warrant payable to the Seller. (New 09-91)

6.15 - If this option is exercised, the Seller shall deliver possession of the Premises in vacant condition and free of all possessory interests (except this Lease), including tenancies, licenses, and others lawfully or unlawfully upon the Premises, in as good condition as it now is, reasonable wear and tear excepted, upon execution and delivery of the warranty deed. Warranties for structural systems, materials, and equipment received by the Seller, whether expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, shall be assigned to the State by the Seller upon delivery of possession to the State. (REV 01-97)

6.16 - The Seller acknowledges responsibility for payment of any state or local real estate transfer taxes. Such obligation shall be discharged no later than the time of delivery of the warranty deed to the State. The warranty deed shall be delivered to the State of Michigan either with stamps affixed or accompanied by a check(s) payable to the County Register of Deeds in the amount of such taxes. (REV 09-96)

6.17 - The Seller shall be responsible for paying the cost of recording discharges of mortgages, documents terminating liens, quit-claim deeds, or other documents required by law or requested by the State's attorney to clear defects in the title. The State shall be responsible for paying the cost of recording the warranty deed delivered by the Seller. (New 09-91)

6.18 - Deleted, not applicable.

6.19 - The Seller agrees not to do, or suffer others to do, any act by which the value or title to the Premises may be diminished or encumbered. The Seller further covenants and binds itself, its successors, and assigns to carry out the terms of this option. (New 09-91)

6.20 - **Reserved.**

6.21 - If this option is exercised, the State may, at its sole discretion, require the Seller to undertake an environmental assessment of the Leased premises, satisfactory to and for the benefit of the State, that is adequate to establish the liability exemption and defenses available in Sections 20126 (1)(c) and 20126 (3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), that the Leased premises, and the property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria. The environmental assessment shall be in addition to the environmental assessment referenced in paragraph 3.3(a) of this Lease. If, based upon the environmental assessment undertaken as a part of this option, a release or threat of a release is discovered, the State may, at its sole discretion, terminate this option and be relieved of any liability under Article VI. Nothing in this paragraph shall relieve the Lessor/Seller of its obligations under paragraph 3.3 of this Lease. (REV 09-96)

## ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency. (REV 09-96)

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI. (REV 09-96)

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit. (REV 01-97)

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease. (REV 09-96)

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost. (REV 09-96)

#### ARTICLE VIII - ESTOPPEL

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that: (REV 09-96)

a) This Lease is in full force and effect without modification except as may be represented by the Lessor, (New 09-91)

b) There are no uncured defaults in the Lessor's performance, (New 09-91)

c) Not more than one (1) month's rent has been paid in advance. (New 09-91)

ARTICLE IX - Deleted, not applicable

ARTICLE X - Deleted, not applicable

#### ARTICLE XI - CANCELLATION

11.1 - This Lease may be cancelled by the Lessee during the initial period of January 1, 2000, through December 31, 2014, if: (REV 09-96)

The Lessor is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur: (New 09-91)

1) An Executive determination has been made either that the purpose for which the Lease was entered into no longer exists, or that sufficient funds do not exist for meeting the rental obligations of the occupying State agency or department. This article is cross referenced to paragraphs 1.4 and 1.10. (REV 09-96)

2) Space is provided in state government owned or managed facilities. (New 09-91)



11.2 - This Lease may be cancelled by the Lessee during any subsequent renewal option periods of **January 1, 2015, through December 31, 2024**, if: (REV 09-96)

The Lessor is notified in writing at least **ninety (90)** days prior to the effective date of cancellation. (REV 02-92)

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur: (REV 01-97)

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the Michigan Department of Labor pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act). (REV 01-92)

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III. (REV 07-98)

c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Handicapped Act). This covenant is cross referenced in Article III. (REV 01-92)

d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII. (REV 09-96)

e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions. (REV 09-96)

f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI. (REV 09-96)

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults. (REV 09-96)

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V. (REV 01-92)

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6. (REV 01-92)

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V. (REV 01-92)

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur: (REV 09-96)

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V. (REV 10-91)

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII. (REV 10-91)

## ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor shall be transmitted to the address noted in this Lease, and notices to the Lessee shall be transmitted to: (REV 09-96)

State of Michigan  
Department of Management and Budget  
Real Estate Division  
530 W. Allegan Street  
P.O. Box 30026  
Lansing, Michigan 48909 (REV 05-97)

The notice shall be deemed effective as of 12:00 noon Lansing, Michigan time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing. (New 09-91)

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan. (New 09-91)

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee. (REV 09-96)

12.4 - This Lease shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Management and Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature. (New 09-91)

12.5 - Deleted, not applicable.

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease. (New 04-92)

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4. (REV 09-96)

\* \* \* \* \*

Enclosure "A" - 1 page, floor plan(s)/site plan

Enclosure "B" - 1 page, legal description

Enclosure "C" - Deleted, not applicable

Enclosure "C-1" - 434 pages, final detailed construction plans and specifications

Enclosure "D" - 1 page, estoppel

Enclosure "E" - 2 pages, Nondisturbance Agreement

32.98.

WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Witness:

Michael R. Hoagland  
Witness: MICHAEL R. HOAGLAND  
Print name of witness

June A. Taylor  
Witness: JUNE A. TAYLOR  
Print name of witness

Lessor: The County of Tuscola

Kenneth G. Hess Date: 7-21-99  
KENNETH G. HESS  
Title: CHAIRPERSON TUSCOLA COUNTY BOARD OF COMMISSIONERS  
Fed. I.D.: 38-6004893

State of Michigan, County of Tuscola

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of July, 1999,  
by Kenneth G. Hess, the Chair person  
for the Tuscola County Board of Commissioners, a  
Michigan Municipal Corporation. Deloris Bangler, Notary Public in the County of  
Tuscola, Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires: 11-09-2001

ORD - e:\sec\leasels\971180.dsp  
v October 31, 1997  
July 10, 1998  
vised 3/2/99  
1999

Witness:

Dorise H. Khourigan  
1st Witness Dorise H. Khourigan

Shellie R. Budd  
2nd Witness Shellie R. Budd

Lessee: Department of State Police

Howard G. Finkel DATE 7/20/99  
HOWARD G. FINKEL  
Title: ASSISTANT DIRECTOR, MANAGEMENT SERVICES DIVISION

State of Michigan, County of INGHAM

The foregoing instrument was acknowledged before me on this 20th day of July, 19 99,  
by HOWARD G. FINKEL, the ASSISTANT DIRECTOR, MANAGEMENT SERVICES DIVISION, for the Michigan

Department of State Police  
Lynda English, Notary Public in the County of Eaton, Acting in the County of  
Ingom, State of Michigan. My Commission expires: June 27, 2001.

This Lease has been approved as to legal form by the Michigan Attorney General Matthew P. Rick

LYNDA ENGLISH  
Notary Public, Eaton Co., MI  
My Comm. Expires June 27, 2001

WORD - e:\sec\leasets\971130.dsp  
rev October 31, 1997  
July 10, 1998  
revised 3/2/99  
7/19/99

Witness:

Linda V. Albro Sparks

1st Witness Linda V. Albro Sparks

Holly Roderick

2nd Witness Holly Roderick

Lessee:

Mary Ellen Perkowski DATE 9/18/99

Mary Ellen Perkowski  
Director, Real Estate Division  
For: Janet E. Phipps  
Director, Department of Management and Budget

State of Michigan, County of Ingham.

The foregoing instrument was acknowledged before me on this 8 day of September 99, by Mary Ellen Perkowski, Director of Real Estate Division of the Michigan Department of Management and Budget.

Linda V. Albro Sparks, Notary Public in the County of \_\_\_\_\_, Acting in the County of Ingham,

State of Michigan. My commission expires: \_\_\_\_\_.

LINDA V. ALBRO SPARKS  
Notary Public, Ingham County, MI  
My Commission Expires Oct. 17, 2003

Document Prepared For The Parties By: Michael Van Setters, Property Analyst  
Real Estate Division  
Michigan Department of Management and Budget  
P. O. Box 30026  
Lansing, Michigan 48909

**APPROVED**  
STATE ADMINISTRATIVE BOARD

SEP 07 1999

OFFICE OF DESIGN & CONSTRUCTION  
Dept. of Management & Budget #8

This Lease was approved by the Michigan State Administrative Board on:

WORD - a:\sec\lease\3971180.dsp  
rev October 31, 1997  
July 10, 1998  
revised 3/2/99  
7/13/99



F

# Tuscola County Parks & Recreation Commission

125 W. Lincoln Street

989.672.3700

Caro, MI 48723

Fax: 989.672.4011

Robert W. McKay, Chairman

[www.tuscolacounty.org](http://www.tuscolacounty.org)

Saturday, February 29, 2020

Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners  
H.H. Purdy Building  
125 W. Lincoln Street  
Caro, MI 48723

Hello Chairman Bardwell,

Further to a motion by Terri Lynn Eden, supported by Gerald Peterson, and passed unanimously at the most recent meeting of the Tuscola County Parks and Recreation Commission on February 4, 2020, I present to you and the Tuscola County Board of Commissioners the following recommendation from the Commission to the Board:

“That with land survey now in hand, the Tuscola County board of Commissioners is encouraged to proceed as expeditiously as possible with respect to the acquisition of land from Michigan Land Bank Fast Track Authority, as described by D&M Site Inc. survey job number 2019.484, for recreational purposes.”

Sincerely,

Robert W. McKay, Chairman

Tuscola County Parks and  
Recreation Commission

Attachment: Certificates of Survey from D&M Site Inc. survey job number 2019.484

#### Tuscola County Parks & Recreation Commission Mission Statement

*The mission of the Tuscola County Parks & Recreation Commission is to advise the Tuscola County Board of Commissioners on matters of policy and practice pertaining to the encouragement, establishment, and provision of recreational opportunities for residents of, and visitors to, Tuscola County*

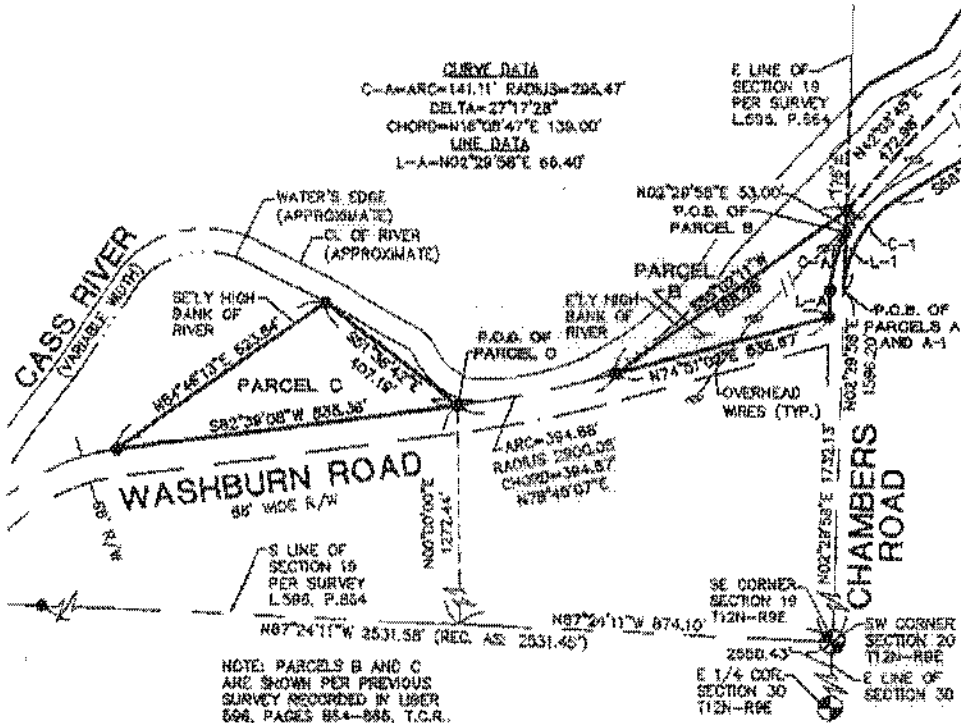
TUSCOLA COUNTY  
 125 W. LINCOLN STREET SUITE 500  
 CARO, MICHIGAN 48723

# CERTIFICATE OF SURVEY

WASHBURN RD - CHAMBERS RD, CARO, MICHIGAN  
 SEE SHEET 2 FOR PARCELS A AND A-1. SEE SHEET 3 FOR  
 ADDITIONAL DESCRIPTIONS AND SECTION CORNER WITNESSES.

PARCEL B (PARCEL NO. 013-018-750-0100-01) PER LIBER 586, PAGE 864 AND LIBER 1405, PAGE 582  
 A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 19, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY,  
 MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19;  
 THENCE N02°29'58"E 53.00 FEET, ON THE EAST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE  
 N02°29'58"E 53.00 FEET, ON THE EAST LINE OF SAID SECTION 19 TO A POINT ON THE EASTERLY HIGH BANK OF THE  
 CASS RIVER; THENCE S05°02'11"W 888.28 FEET, ALONG SAID HIGH BANK TO THE NORTHERLY RIGHT OF WAY OF  
 WASHBURN ROAD; THENCE N74°51'00"E 838.87 FEET, ON SAID RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF  
 CHAMBERS ROAD; THENCE N07°19'58"E 84.40 FEET, ON SAID WESTERLY RIGHT OF WAY; THENCE 141.21 FEET ON THE  
 ARC OF CURVE TO THE RIGHT, ON THE WESTERLY RIGHT OF WAY OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF  
 27°17'28" AND A RADIUS OF 295.47 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.42 ACRES, MORE OR LESS.

PARCEL C (PARCEL NO. 013-018-750-0100-02) PER LIBER 586, PAGE 864 AND LIBER 1405, PAGE 592  
 A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 19, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY,  
 MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19;  
 THENCE N87°24'11"W 874.10 FEET, ON THE SOUTH LINE OF SAID SECTION 19; THENCE N00°00'00"E 1272.44 FEET, TO A  
 POINT ON THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD AND THE POINT OF BEGINNING; THENCE S82°39'08"W  
 835.38 FEET, ON THE NORTHERLY RIGHT OF WAY OF WASHBURN ROAD TO A POINT ON THE SOUTHEASTERLY HIGH  
 BANK OF THE CASS RIVER; THENCE N54°46'13"E 623.54 FEET, ON THE HIGH BANK OF THE CASS RIVER; THENCE  
 S51°36'42"E 407.18 FEET, ON THE HIGH BANK OF THE CASS RIVER TO THE POINT OF BEGINNING, CONTAINING 2.80  
 ACRES, MORE OR LESS.



BEARINGS WERE BASED ON PREVIOUS SURVEYS AND DOCUMENT REG. IN L1405, P.592, T.C.R.

<ul style="list-style-type: none"> <li>⊙ Government Corner</li> <li>○ Set Iron Pipe/Rod</li> <li>⊛ Found Iron Pipe/Rod</li> <li>⊙ Found Conc. Monument</li> <li>△ Set Line Stake</li> </ul>	<p>All dimensions are in feet and decimals thereof.          I hereby certify that I have surveyed the parcels of land described and delineated herein, that the survey was made with the requirements of Act 132 of 1920, and that the bearings and the relative positions of the monuments are correct according to the practice of professional land surveying.</p> <p style="text-align: center;"><i>Brian T. Ferguson</i>          Brian T. Ferguson, P.          Professional Surveyor No. 28454</p> <div style="text-align: right;"> </div>
<p>0 150' 300' 600'</p>	<p style="text-align: center;"><b>D&amp;M SITE INC.</b>          Surveying, Inspection, Testing, Engineering          401 BALDWIN STREET PO BOX 1284 CAROLINA, MICHIGAN 48724          PHONE (810) 752-8001 FAX (810) 752-8225</p>
<p>SOUTHEAST 1/4          SECTIONS 19-20, T12N-R9E          INDIAN FIELDS TOWNSHIP          TUSCOLA COUNTY, MICHIGAN</p>	
<p>DATE: 01/06/20 JOB No. 2019-484 CAD FILE 2019-454 SHEET 1 OF 3</p>	





TUSCOLA COUNTY  
125 W. LINCOLN STREET  
CARO, MICHIGAN 48723

# CERTIFICATE OF SURVEY

CHAMBERS ROAD, CARO, MICHIGAN

PARCEL A (PARCEL NO. 013-020-100-0600-01) PER LIBER 596, PAGE 886 & LIBER 1408, PAGE 592 (PARENT PARCEL)

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 20, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N02°29'58"E 188.20 FEET, ON THE WEST LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N02°29'58"E 188.93 FEET, ON SAID WEST SECTION LINE TO A POINT ON THE EAST BANK OF THE CASS RIVER; THENCE ON A MEANDER LINE ON THE EAST HIGH BANK OF THE CASS RIVER ON THE NEXT NINE CALLS; THENCE N42°03'45"E 472.98 FEET; THENCE N01°09'17"E 535.87 FEET; THENCE N32°30'22"E 138.73 FEET; THENCE N28°45'45"E 368.86 FEET; THENCE N04°16'44"E 686.27 FEET; THENCE N35°14'10"E 441.87 FEET; THENCE N14°41'08"E 256.84 FEET; THENCE N04°20'20"E 284.58 FEET; THENCE N26°21'07"E 33.00 FEET TO THE CENTERLINE OF CHAMBERS ROAD; THENCE ON THE CENTERLINE OF CHAMBERS ROAD ON A CURVE TO THE RIGHT 235.48 FEET, WITH A CENTRAL ANGLE OF 05°07'28" AND A RADIUS OF 1552.98 FEET; THENCE S54°31'19"E 28.21 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 358.44 FEET ON A CURVE TO THE RIGHT ON THE CENTERLINE OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF 87°50'27" AND A RADIUS OF 381.88 FEET; THENCE S03°19'06"W 1533.85 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 476.80 FEET ON A CURVE TO THE RIGHT ON THE CENTERLINE OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF 71°32'44" AND A RADIUS OF 381.88 FEET; THENCE S74°51'52"W 532.06 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 218.50 FEET ON A CURVE TO THE LEFT ON THE CENTERLINE OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF 16°23'40" AND A RADIUS OF 783.61 FEET; THENCE S08°28'12"W 549.53 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 257.37 FEET ON A CURVE TO THE LEFT ON THE CENTERLINE OF CHAMBERS ROAD WITH A CENTRAL ANGLE OF 55°58'14" AND A RADIUS OF 283.48 FEET; TO THE POINT OF BEGINNING, CONTAINS 40.09 ACRES, MORE OR LESS. IN ADDITION, ALL BOTTOM LAND BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE CENTERLINE OF THE CASS RIVER SHALL BE CONVEYED WITH THIS DESCRIPTION. ALL BEARINGS ARE RELATIVE AND REFERENCED TO THE WEST LINE OF SECTION 20, FROM PREVIOUSLY RECORDED SURVEY IN LIBER 578, PAGE 1253, TUSCOLA COUNTY RECORDS, SUBJECT TO RESERVATIONS, RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, (SUBJECT TO AN EASEMENT FOR MAINTAINING AND OPERATING A WATER WELL AND ITS APPURTENANCES AS DISCLOSED DOCUMENT RECORDED IN LIBER 1408, PAGE 682, TUSCOLA COUNTY RECORDS.)

PARCEL A-1 (PART OF PARCEL NO. 013-020-100-0600-01)  
A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 20, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N02°29'58"E 188.20 FEET, ON THE WEST LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N02°29'58"E 188.93 FEET, ON SAID WEST SECTION LINE TO A POINT ON THE EAST BANK OF THE CASS RIVER; THENCE ON A MEANDER LINE ON THE EAST HIGH BANK OF THE CASS RIVER THE FOLLOWING TWO COURSES; THENCE N42°03'45"E 472.98 FEET AND THENCE N01°09'17"E 535.87 FEET; THENCE LEAVING SAID MEANDER LINE S87°08'31"E 580.27 FEET TO THE CENTERLINE OF CHAMBERS ROAD; THENCE 351.87 FEET ON THE ARC OF A CURVE TO THE RIGHT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 381.88 FEET, A CENTRAL ANGLE OF 82°47'28" AND A CHORD BEARING AND DISTANCE OF S48°28'07"W 339.37 FEET; THENCE S74°51'52"W 532.06 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 218.50 FEET ON THE ARC OF A CURVE TO THE LEFT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 783.61 FEET, A CENTRAL ANGLE OF 16°23'40" AND A CHORD BEARING AND DISTANCE OF S66°40'02"W 217.76 FEET; THENCE S08°28'12"W 549.53 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 287.37 FEET ON A CURVE TO THE LEFT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 283.48 FEET, A CENTRAL ANGLE OF 55°58'14" AND A CHORD BEARING AND DISTANCE OF S20°26'08"W 247.28 FEET; TO THE POINT OF BEGINNING, CONTAINS 9.83 ACRES, MORE OR LESS, TO SAID MEANDER LINE. IN ADDITION, ALL BOTTOM LAND BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE CENTERLINE OF THE CASS RIVER SHALL BE CONVEYED WITH THIS DESCRIPTION. ALL BEARINGS ARE RELATIVE AND REFERENCED TO THE WEST LINE OF SECTION 20, FROM PREVIOUS SURVEY RECORDED IN LIBER 586, PAGE 886, TUSCOLA COUNTY RECORDS, SUBJECT TO RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

REMAINDER OF PARCEL A (REMAINDER OF PARCEL NO. 013-020-100-0600-01)  
A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 20, T12N, R9E, INDIAN FIELDS TOWNSHIP, TUSCOLA COUNTY, MICHIGAN AND MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE N02°29'58"E 188.20 FEET, ON THE WEST LINE OF SAID SECTION 20; THENCE N02°29'58"E 188.93 FEET, ON SAID WEST SECTION LINE TO A POINT ON THE EAST BANK OF THE CASS RIVER; THENCE ON A SURVEY LINE ON THE EAST HIGH BANK OF THE CASS RIVER THE FOLLOWING TWO COURSES; THENCE N42°03'45"E 472.98 FEET AND THENCE N01°09'17"E 535.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON A MEANDER LINE ON THE EAST HIGH BANK OF THE CASS RIVER ON THE FOLLOWING THREE COURSES; THENCE N01°09'17"E 58.97 FEET; THENCE N32°30'22"E 138.73 FEET; THENCE N28°45'45"E 368.86 FEET; THENCE N04°16'44"E 686.27 FEET; THENCE N35°14'10"E 441.87 FEET; THENCE N14°41'08"E 256.84 FEET; THENCE N04°20'20"E 284.58 FEET AND THENCE N26°21'07"E 33.00 FEET TO THE CENTERLINE OF CHAMBERS ROAD; THENCE ON THE CENTERLINE OF CHAMBERS ROAD ON A CURVE TO THE RIGHT 235.48 FEET, SAID CURVE HAVING A RADIUS OF 1552.98 FEET, A CENTRAL ANGLE OF 05°07'28" AND A CHORD BEARING AND DISTANCE OF S54°31'19"E 28.21 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 358.44 FEET ON THE ARC OF A CURVE TO THE RIGHT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 381.88 FEET, A CENTRAL ANGLE OF 87°50'27" AND CHORD BEARING AND DISTANCE OF S03°19'06"E 352.12 FEET; THENCE S03°19'06"W 1533.85 FEET, ON THE CENTERLINE OF CHAMBERS ROAD; THENCE 476.80 FEET ON THE ARC OF A CURVE TO THE RIGHT ON THE CENTERLINE OF CHAMBERS ROAD, SAID CURVE HAVING A RADIUS OF 381.88 FEET, A CENTRAL ANGLE OF 71°32'44" AND A CHORD BEARING AND DISTANCE OF S74°51'52"W 124.37 FEET; THENCE N87°08'31"W 580.27 FEET TO THE POINT OF BEGINNING, CONTAINS 30.26 ACRES, MORE OR LESS, TO SAID MEANDER LINE. IN ADDITION, ALL BOTTOM LAND BETWEEN THE ABOVE DESCRIBED MEANDER LINE AND THE CENTERLINE OF THE CASS RIVER SHALL BE CONVEYED WITH THIS DESCRIPTION. ALL BEARINGS ARE RELATIVE AND REFERENCED TO THE WEST LINE OF SECTION 20, FROM PREVIOUS SURVEY RECORDED IN LIBER 596, PAGE 886, TUSCOLA COUNTY RECORDS, SUBJECT TO RESERVATIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, (SUBJECT TO AN EASEMENT FOR MAINTAINING AND OPERATING A WATER WELL AND ITS APPURTENANCES AS DISCLOSED DOCUMENT RECORDED IN LIBER 1408, PAGE 592, TUSCOLA COUNTY RECORDS.)

**SECTION CORNER WITNESSES**

SE CORNER, SECTION 13, T12N-R9E  
(SW CORNER, SECTION 20, T12N-R9E)  
FIND REMON COR. W. W. BOX  
S81°E 34.8' N&T W. FCE OF WOOD POST  
N90°E 83.92' N&T, N. FCE 10' TREE  
N45°W 47.45' N&T, NE FCE 12' PINE  
N85°W 34.35' N&T, S FCE 15' PINE

E 1/4 CORNER, SECTION 20, T12N-R9E  
FIND 1/2" ROD IN W. BOX  
S75°W 33.32' SE COR. WOOD POST  
S80°E 47.45' SE COR. WOOD POST  
N35°E 87.30' N&T SE COR. P. POLE  
N30°W 78.0' N&T NE FCE 30' STUMP

**D&M SITE INC.**  
Surveying, Inspection, Testing, Engineering

401 WALSH STREET, PO. BOX 158, MARILLON, MICHIGAN 48724  
PHONE (517) 752-8220 • FAX (517) 752-6501

**COUNTY PROPERTY SMOKING ORDINANCE  
of  
TUSCOLA COUNTY**

**Article 1--AUTHORITY**

Michigan Counties have been delegated the right to issue ordinances enforcing policy decisions made by county commissioners on topics over which they have jurisdiction. See MCL §46.11(j). Pursuant to MCL §46.11(l) & (m), the county board of commissioners has the right and responsibility for the “care and management” of county property and to “establish rules and regulations” with respect to the interests of the county.

**Article 2--PURPOSE**

The purpose of this Ordinance is to enable Tuscola County to protect the health and safety of its employees and of the general public by requiring a smoke-free environment while using County Real Property.

This Ordinance applies to all persons using buildings and real property owned or operated by Tuscola County (“County Property”), with the exception of County parklands.

The Director of Building and Grounds shall be responsible for ensuring that notice of this Nonsmoking Ordinance is properly posted in accordance with this Ordinance and the Michigan Clean Indoor Air Act. In leased facilities, department directors and agency heads or their designees shall be responsible for ensuring that the leased areas are properly posted.

**Article 3—DEFINITIONS**

The following terms in this Ordinance shall have the following meanings:

- 3.1 “County Property” refers to all real property owned or leased by Tuscola County, including sidewalks, streets and parking lots and **excepting property that is designated as “parks” or is controlled by the Tuscola County Road Commission or the Department of Human Services.**
- 3.2 “Persons” refers County Officials, Department Heads, County Employees, Agencies and Offices of Tuscola County and the general public when using a County Property.
- 3.3 “Sale of Tobacco Products” refers to the exchange of tobacco in any form for consideration, including monetary and/or services.
- 3.4 “Using Tobacco Products” refers to chewing, snuffing, or smoking tobacco

products and includes but is not limited to cigarette, pipe and cigar smoking.

- 3.5 "Posting" refers to a notice that identifies this Ordinance and describes its prohibitions and the civil and any criminal penalties for violation.

#### **Article 4—SMOKING PROHIBITIONS**

- 4.1 In compliance with the laws of the State of Michigan, including but not limited to the Michigan Clean Indoor Air Act, Act 368 of 1978, as amended, being Section 333.12601, et seq. of the Michigan Compiled Laws (the "Michigan Clean Indoor Act"), Tuscola County prohibits all persons from Using Tobacco Products on County Property, with the exception of designated areas in the outside the Medical Care Facility, Jail and Central Dispatch Center. This prohibition shall include, but is not limited to: private enclosed offices, open space offices, meeting rooms, conference rooms, eating areas, including cafeterias and break rooms, lounges, restrooms, hallways, stairways and enclosed entrances. This prohibition shall not apply to smoking within private vehicles parked on County Property.
- 4.2 Tuscola County prohibits the Sale of Tobacco products on County Property. This prohibition shall include concessions and vending facilities on County Property, including but not limited to those vending machines operated under the provisions of Act 260 of the Public Acts of 1978, being Section 393.351, et. seq. of the Michigan Compiled Laws.

#### **Article 5—ENFORCEMENT**

- 5.1 The Director of Building and Grounds, Tuscola County Sheriff's Department and/or Tuscola County Prosecuting attorney shall enforce the provisions of this Ordinance.
- 5.2 Upon a finding a probable cause to believe there has been a violation of this Ordinance, the Director of Building and Grounds, Sheriff's Deputy, or Prosecuting Attorney may issue and serve an appearance Ticket upon the person or entity responsible.
- 5.3 The Appearance Ticket shall direct the recipient to appear in Tuscola County District Court on a specified date to respond to the alleged violation.

#### **Article 6--CIVIL PENALTIES**

A person who violates this Ordinance shall be directed to comply with this Ordinance and shall be subject to a civil fine of not more than \$100.00 for a first violation and not

more than \$500.00 for a second subsequent violation .

**Article 7—POSTING**

7.1 A copy of this Ordinance shall be posted and maintained at a prominent location within each County Building in which it is effective. Each County Property shall also contain a least one prominent sign on the grounds that refers to the Ordinance. A notice shall also be posted at the designated smoking areas at the County Jail, Medical Care Facility and Central Dispatch Center that describes the dimensions of the smoking areas and that smoking in all nondesignated areas is prohibited pursuant to this Ordinance.

7.2 The County Administrator shall ensure that proper postings are made, except with respect to the Jail, where the Sheriff shall have the responsibility for posting and enforcing this Ordinance.

**Article 8—EFFECTIVE DATE OF ORDINANCE**

This Ordinance shall take effect following notification of same in a newspaper of general circulation in the County of Tuscola, providing no petition has been filed pursuant to 1988 PA 227, MCL §46.11.

By \_\_\_\_\_  
Jerry Peterson, Chairperson  
Tuscola County Board of Commissioners

CERTIFICATION

I, Margie White-Cormier, the Tuscola County Clerk, hereby certify that the Tuscola County Board of Commissioners duly approved this Ordinance and directed that it be executed by the Chairperson of the Board of Commissioners, whose signature has been applied above.

\_\_\_\_\_  
Margie White-Cormier

Dated: \_\_\_\_\_



H

# Tuscola County Parks & Recreation Commission

125 W. Lincoln Street

989.672.3700

Caro, MI 48723

Fax: 989.672.4011

Robert W. McKay, Chairman

[www.tuscolacounty.org](http://www.tuscolacounty.org)

Saturday, February 29, 2020

Thomas Bardwell, Chairman  
Tuscola County Board of Commissioners  
H.H. Purdy Building  
125 W. Lincoln Street  
Caro, MI 48723

Hello Chairman Bardwell,

Further to a motion by Gerald Peterson, supported by Steve Erickson, and passed unanimously at the most recent meeting of the Tuscola County Parks and Recreation Commission on February 4, 2020, I present to you and the Tuscola County Board of Commissioners the following recommendation from the Commission to the Board:

“That ‘no smoking on county property’ ordinances and/or policies be eliminated or revised so as to no apply to open areas, parking lots, and camp sites at Vanderbilt County Park and Campground.”

Sincerely,

Robert W. McKay, Chairman

Tuscola County Parks and  
Recreation Commission

#### Tuscola County Parks & Recreation Commission Mission Statement

*The mission of the Tuscola County Parks & Recreation Commission is to advise the Tuscola County Board of Commissioners on matters of policy and practice pertaining to the encouragement, establishment, and provision of recreational opportunities for residents of, and visitors to, Tuscola County*



## GILFORD TOWNSHIP

Tuscola County

6230 Gilford Rd., Fairgrove, MI 48733

Hall Number: 989-693-6394 Fax Number: 989-693-6407

I

February 26, 2020

Tuscola County Commissioners

Gilford Township Supervisor  
James E. Stockmeyer

Your Honorable Commissioners,

Gilford Township is looking to get involved in the Flood program which allows our residents the opportunity to get flood insurance. Our attorney recommended that we should be involved because looking at the maps of were areas of our township has potential of flooding. With the bay being high we feel it is important too.

With that said we need you to sign this resolution with your blessing of us joining into the program and then we can adopt an ordinance at our next meeting, which then there is more paperwork we will be doing to send everything off to the program manager.

I'm sending you the information from our attorney and the resolution for signatures from the Chairman of your board and the secretary of the board too. If you could put this on your agenda at the next time you are meeting and then send us back the originals that would work and keep this moving forward. If you have questions for me call me at 989-252-3099. Or if you have questions for our attorney, John McQuillan, please call him at 989-894-2125.

Thanks for your time,

James E. Stockmeyer-Supervisor

RESOLUTION NO. 2020- 01

**GILFORD TOWNSHIP**  
**COMMUNITY RESOLUTION AND INTERGOVERNMENTAL**  
**AGREEMENT TO MANAGE FLOODPLAIN DEVELOPMENT**  
**FOR THE NATIONAL FLOOD INSURANCE PROGRAM**

Community A (NFIP Community): Gilford Township, Tuscola County, Michigan

Community/Entity B (enforcing agency): County of Tuscola by and through the South Central Michigan Construction Codes Inspections

WHEREAS, Gilford Township desires to participate in the Federal Emergency Management Agency's (FEMAs) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community; and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. **Flood or Flooding means:**

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.

2. **Flood Hazard Boundary Map (FHBM)** means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.

3. **Floodplain** means any land area susceptible to being inundated by water from any source (see definition of flooding).

4. **Floodplain management** means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.



5. **Floodplain management regulations** means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. **Structure** means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G if adopted by Gilford)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

**WHEREAS**, by the action dates of this document or an existing historical agreement dated \_\_\_\_\_, Tuscola County affirms and agrees on behalf of Gilford Township to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the Construction Code Act and the State Construction Code, specifically the Michigan Residential Code and Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Gilford Township’s political boundaries, and

**WHEREAS**, Gilford Township and the County of Tuscola enforce floodplain regulations of the construction code act, and Gilford Township wishes to ensure that the administration of that code complies with requirements of the NFIP, and

**NOW THEREFORE**, to maintain eligibility and continued participation in the NFIP,

1. Gilford Township and County of Tuscola agree that County of Tuscola’s officially designated enforcing agent for the construction code act, South Central Michigan Construction Codes Inspections, be directed to administer, apply, and enforce on Gilford Township’s behalf the floodplain management regulations as contained in the state construction code (including Appendix G, if adopted) and to be consistent with those regulations by:
  - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.
  - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory

provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the County of Tuscola shall implement the following applicable codes according to their terms:
    - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
    - ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
    - iii) Appendix G of the current Michigan Building Code.
    - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
  - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
  - e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.
  - f. Advising FEMA of any changes in community boundaries, including appropriate maps, and
  - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. Gilford Township and County of Tuscola assures the Federal Insurance Administrator (Administrator) that they intend to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Gilford Township's compliant participation in the program.
  3. Gilford Township further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

**FURTHER BE IT RESOLVED**, both communities declare their understanding that, until this resolution is rescinded or Gilford Township makes other provision to enforce the construction code act:

1. County of Tuscola must administer and enforce the construction code act in accordance with the terms and the conditions contained herein, and
2. For Gilford Township to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

Community: <u>Gilford Township</u>	Date Passed: <u>February 13, 2020</u>
Officer Name: <u>James Stockmeyer</u>	Title: <u>Township Supervisor</u>
Signature: <u><i>James E. Stockmeyer</i></u>	Date: <u>2-13-2020</u>
Certified by: <u>Robert L. Haines</u>	Title: <u>Township Clerk</u>
Signature: <u><i>Robert L. Haines</i></u>	Date: <u>2-13-2020</u>

Community: <u>County of Tuscola</u>	Date Passed: <u>March</u> , 2020
Officer Name: _____	Title: _____
Signature: _____	Date: _____
Certified by: _____	Title: _____
Signature: _____	Date: _____

**JOHN J. McQUILLAN P.L.C.**  
ATTORNEY AT LAW

COPY

708 CENTER AVENUE, SUITE 3  
BAY CITY, MICHIGAN 48708-5975

TELEPHONE: (989) 894-2125  
CELL PHONE: (989) 225-4920  
FAX NO.: (989) 894-0945  
E-mail: johnmcquillan@att.net

February 3, 2020

Mr. James E. Stockmeyer  
Gilford Township Supervisor  
9681 Parrent Road  
Reese, MI 48757

Re: Flood Damage Control Ordinance

Dear Jim:

This is to follow up on our recent conversations pertaining to the decision of Gilford Township to participate in the flood insurance prevention program administered by the Federal Emergency Management Agency.

Enclosed are the following documents:

- *Application for Participation in Flood Insurance Program*
- *Resolution to Participate in Flood Insurance Program and Intergovernmental Agreement to Manage Flood Plain Development*
- *Ordinance for Flood Plain Management*

The resolution should be introduced and adopted at your February 13, 2020 meeting.

The ordinance should be introduced at the board meeting on February 13, 2020. It may be adopted at your March 2020 regular meeting.

Upon adoption of the ordinance, the intergovernmental agreement should be presented to Tuscola County for counter signature by the Chairman and Clerk of the Tuscola County Board of Commissioners. When all the documents have been signed and the ordinance adopted, the package, including the application for participation should be forwarded to the Michigan Administrator of the Federal Flood Insurance Program. I will assist you in completing that transmittal, as well as preparing the necessary notice of adoption of the ordinance to be published once in the Tuscola County Advertiser.

JOHN J. McQUILLAN P.L.C.

Mr. James E. Stockmeyer  
February 3, 2020  
Page 2

If you have any questions regarding these subjects, please feel free to contact me.

Very truly yours,

JOHN J. McQUILLAN P.L.C.

By:



John J. McQuillan

JJM/mg

cc: Robert L. Haines

## GILFORD TOWNSHIP, TUSCOLA COUNTY, MICHIGAN

ORDINANCE NUMBER 2020-\_\_\_\_\_

ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT  
PROVISIONS OF THE STATE CONSTRUCTION CODE

An ordinance to designate an enforcing agency to discharge the responsibility of Gilford Township, located in Tuscola County, Michigan, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, being Act No. 230 of the Public Acts of 1972, as amended.

The Township of Gilford ordains:

**Section 1. AGENCY DESIGNATED.** The County of Tuscola, by and through South Central Michigan Construction Codes Inspections, is hereby designated as the “enforcing agency” to discharge the responsibility of Gilford Township under Michigan Public Act 230 of 1972, as amended. The County of Tuscola assumes responsibility for the administration and enforcement of said Act throughout the corporate limits of Gilford Township.

**Section 2. CODE APPENDIX ENFORCED.** Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the “enforcing agency” within Gilford Township.

**Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS.** The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) entitled **Tuscola County, Michigan (All Jurisdictions)** and dated April 3, 2012, and the Flood Insurance Rate Map (FIRM) panel numbers 154, 158, 159, 162, 164, 166, 167, 168, 178 dated April 3, 2012, are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the “Flood Hazards” section of Table R301.2(1) of the Michigan Residential Code.

**Section 4. REPEALS.** All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**Section 5. PUBLICATION.** This ordinance shall become effective after legal publication and in accordance with the provisions of the Act governing its adoption.

Adopted this \_\_\_\_\_ day of March, 2020.

This ordinance duly adopted on March \_\_\_\_\_, 2020, at a regular meeting of the Gilford Township Board of Trustees will become effective April 1, 2020.

DATED: March \_\_\_\_\_, 2020

\_\_\_\_\_  
Robert L. Haines  
Gilford Township Clerk

Attested on March \_\_\_\_\_, 2020

\_\_\_\_\_  
James Stockmeyer  
Gilford Township Supervisor



Tuscola County

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

## Covid 19 updates

2 messages

Ann Hepfer &lt;ahepfer@tchd.us&gt;

Wed, Mar 4, 2020 at 5:17 PM

To: tyoung@tuscolacounty.org, tbardwell@tuscolacounty.org, kvaughan@tuscolacounty.org, mjensen@tuscolacounty.org, Clayette Zechmeister <zclay@tuscolacounty.org>, Jodi Essenmacher <essenmaj@co.huron.mi.us>

Jodi please forward to the Commissioners in Huron County, Clayette could you forward to Mr. Grimshaw-no email address on the website.

This is a brief update on the Covid-19 activities for this week that the health departments are working on.

1. Currently there are no cases of COVID-19 in the State of MI-this will likely change quickly as testing guidelines expanded on 03.04.2020
2. We do not have any travelers in our counties that we are currently monitoring.
3. MDHHS provides us with travelers updates on a daily basis at 2pm. These are residents that we would need to monitor their daily health status for 10 and they would self-isolating at home. If they had no symptoms they would be allowed to make a quick trip to the grocery store, but they would need to notify us first.
4. As of 3.6.2020 our hotlines will be operational in Huron the number is 989-269-9721 ext.171 in Tuscola 989-673-8114 ext. 187
5. We have materials either emailed out or mailed out to the following groups with the attached cover letter :
  - *Schools/Day Care/Preschools*
  - *EMS/Law Enforcement/Medical Examiners;*
  - *Long-term Care/Senior Centers/HDC/HBH/assisted living/adult foster care;*
  - *Health Care/Hospitals/Home Care/Primary Care/Mental Health*
  - *Places where people gather: Churches/funeral homes/VFW/Am.Legion/Eagles Clubs/Moose Lodges/Sportsman Center*
  - *County Governments: Information sent to the County Clerks on how to handle election centers for next Tuesday,*
  - *Jodi in Huron and Clayette received information the following information to be shared with all county staff but also guidance for the county business offices*

Two great general fact sheets for the Covid-19 that I have shared with all my staff. I thought you might be able to share them with all the government staff through your email list-serves. Our websites at [www.tchd.us](http://www.tchd.us) for Tuscola or [www.hchd.us](http://www.hchd.us) for Huron also have additional up to date information.

We are encouraging people to have at least a weeks worth of cold medications at home for each household member, this includes Tylenol and Ibuprofen for fever relief. Lots of hand sanitizer with 60-90% alcohol. Pet food and other items like Kleenex, toilet paper and other household staples because if you get sick we do not want you leaving your home for up to 7 days at this time.

<https://www.cdc.gov/coronavirus/2019-ncov/downloads/2019-ncov-factsheet.pdf>



<https://www.cdc.gov/coronavirus/2019-ncov/downloads/sick-with-2019-nCoV-fact-sheet.pdf>

this link is for businesses such as yourself to prepare now for an outbreak, many great tips to consider:

<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/guidance-business-response.html>

6. Next week the two flyers above relating to *how to prepare* and *when you get sick* will go out in the free newspapers in both counties.
7. Attached press release all sent to all the local newspapers.
8. Next steps are to meet with the medical examiner and emergency managers and discuss how to handle death cases, and funerals. This is a large topic and will require some intense discussion.
9. FYI: There are already shortages of masks available for morticians, and law enforcement. Cold medications, toilet paper( the decent stuff), and hand sanitizers also in very short supply if you can even find hand sanitizers as of this afternoon.
10. Yet this week I will be spending additional time with our local Sheriff offices to address jail concerns isolation of the ill, and cleaning practices including laundry and disposable trays and silverware.
11. I will also speak to housekeeping about where to focus additional attention when cleaning the government offices.
12. In the health department each client service window has hand sanitizer for the clients, each clerk /nurse/sanitation also has a bottle on their side of the window, all hard services the client touched during the visit are Clorox wiped off when the client leaves.
13. We are very busy fielding calls from the worried residents and health care providers, so far we have been able to manage and keeping up with our normal business activities.
14. I almost forgot, our social media messages will begin this Friday, along with converting all of our messaging on our lobby TVs to Covid-19 education.

I hope you find these notes useful. We have had several requests to give presentations on this virus. At this time I do not have the staff or resources to respond to these types of requests. There are so many resources available at cdc.gov and on our website for people to utilize.

I of course could come to the County Commissioners and give an update at your request.

*Ann Hepfer*

Health Officer for:

**Tuscola County Health Department**

1309 Cleaver Rd  
Suite B,  
Carr, MI 48723  
Phone: 989-673-8117  
Fax: 989-673-7490

**Huron County Health Department**




1142 S. Van Dyke Rd  
Bad Axe, MI 48413  
Phone: 989-673-8117  
Fax 989-269-4181

Like TCHD on Facebook:

Like HCHD on Facebook:

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**3 attachments**

-  Huron 3.3.20 First Press Release.docx  
40K
-  03.02.20First Press Release.doc  
213K
-  cover letter to packets 3.3.20.docx  
74K



# TUSCOLA COUNTY HEALTH DEPARTMENT

Phone: 989-673-8114

1309 Cleaver Road, Suite B, Caro, MI 48723-9135

Fax: 989-673-7490

Mustafa Mark Hamed, MD, MBA, MPH, Medical Director [www.tchd.us](http://www.tchd.us)

Ann Hepfer, Health Officer

**Contact: Ann Hepfer R.N.B.S**  
**Nursing Administrator**  
**Tuscola County Health Department**  
**989-673-8117**

**March 02, 2020**

**Press Release: COVID 19 Be Prepared and Don't Panic**

Tuscola County Health Department is diligently working on response planning for COVID19. We have plans in place and experience in responding to these types of outbreaks; including most recently H1N1 in 2009. We are following guidance from the federal Centers for Disease Control and Prevention (CDC), they're issuing health and hygiene instructions to the public, while stepping up their coordination with other agencies and other levels of government. We receive daily correspondence from MDHHS along with at a minimum weekly calls.

It is still uncertain when it will impact the United States, for how long, or the severity, and information is rapidly changing on a daily basis. Taking action early can help protect your health and those you care about. **Please Prepare and Don't Panic**

These measures will help decrease and slow the spread of infection, and reduce the impact on our community:

- Get your information from credible sources Center for Disease Control (CDC), MI Department of Public Health (MDHHS), your local health department and private physician or hospital.
- Practice good hand hygiene; wash hands regularly. Use alcohol based hand sanitizer (60% or more) if soap and water is not available.
- Stay home when you are sick (work, school, social gatherings, events, concerts, this includes Bingo nights, and faith-based activities anywhere people gather etc.)
- Clean all "high touch" surfaces everyday with household cleaning spray or wipes.
- **Cover coughs, sneezes; avoid touching your face.**
- Avoid sharing personal household items.
- If you are old enough for the pneumonia vaccinations you need to consider vaccination now. We know those who are 60 or older or have preexisting health conditions are the most at risk for serious infections and the highest mortality rates.
- Call ahead before going to the doctor or hospital if you are sick (most COVID19 infections are not serious, be watchful of concerning symptoms like shortness of breath and prolonged fever).
- Plan now for caring for loved ones who may be sick or medically compromised; and how not to expose each other.
- Keep prescription medications filled and over the counter medications on hand.
- Maintain a good supply of non-perishable food items, including pet food.
- Plan ahead on daycare options if schools are closed.
- Talk to your employer on contingency plans for absenteeism, working from home, or other strategies for the continuation of operations.

This is the time to prepare make sure you have WASH your HANDS and keep hands away from your face. We do know that this virus is infects people the same way to catch the common cold or the flu.

Visit [www.cdc.gov/coronavirus](http://www.cdc.gov/coronavirus); [www.michigan.gov](http://www.michigan.gov) or [www.tchd.us](http://www.tchd.us) for more information. Follow us on Facebook, you can also call our COVID-19 hotline at 989-673-8114 ext.187 (operational starting 3/6/2020).



**HURON COUNTY  
HEALTH DEPARTMENT**

1142 South Van Dyke  
Bad Axe, Michigan 48413  
Phone: 989-269-9721  
Fax: 989-269-4181  
[www.hchd.us](http://www.hchd.us)

**TUSCOLA COUNTY  
HEALTH DEPARTMENT**

1309 Cleaver Road, Suite B  
Caro, Michigan 48723  
Phone: 989-673-8114  
Fax: 989-673-7490  
[www.tchd.us](http://www.tchd.us)



Ann Hepfer, R.N., B.S., Health Officer  
Mark Hamed, M.D., M.B.A., M.P.H. Medical Director

March 3, 2020

Huron and Tuscola County Health Departments are diligently working on response planning for COVID-19. We have plans in place and experience in responding to these types of outbreaks; including most recently H1N1 in 2009. We are following guidance from the federal Centers for Disease Control and Prevention (CDC), they're issuing health and hygiene instructions to the public, while stepping up their coordination with other agencies and other levels of government. We receive daily correspondence from MDHHS along with at a minimum weekly calls.

It is still uncertain when it will impact the United States, for how long, or the severity, and information is rapidly changing on a daily basis. Taking action early can help protect your health and those you care about. **Please Prepare and Don't Panic**

Enclosed you will find guidance materials that are meant to assist you plan and prevent for the Covid-19 illness.

For update to date information you can visit the following sites:

[www.cdc.gov/coronavirus](http://www.cdc.gov/coronavirus);

[www.michigan.gov](http://www.michigan.gov)

[www.hchd.us](http://www.hchd.us)

[www.tchd.us](http://www.tchd.us)

Huron County Health Department 989-274-9721 or **hotline** 989-269-9721 ext. 171

Tuscola County Health Department 989-673-8114 or **hotline** 989-673-8114 ext. 187

Please also follow our facebook pages for each county

Currently, we do not have the man power to give community presentations on this topic. The above links and our telephone numbers are listed above if you have any additional questions or concerns.



Tuscola County

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

**FW: education**

1 message

Ann Hepfer &lt;ahepfer@tchd.us&gt;

Tue, Mar 3, 2020 at 4:45 PM

To: Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;, Jodi Essenmacher &lt;essenmaj@co.huron.mi.us&gt;

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this link is for businesses to prepare now for an outbreak, many great tips to consider:

<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/guidance-business-response.html>

If you are in need of anything please do not hesitate to call me.

*Ann Hepfer*

Health Officer for:

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Bad Axe, MI 48413

Phone: 989-673-8117

Fax 989-269-4181

Like TCHD on Facebook:

Like HCHD on Facebook:

## What is coronavirus disease 2019 (COVID-19)?

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into an outbreak in Wuhan, China.

## Can people in the U.S. get COVID-19?

Yes. COVID-19 is spreading from person to person in parts of the United States. Risk of infection with COVID-19 is higher for people who are close contacts of someone known to have COVID-19, for example healthcare workers, or household members. Other people at higher risk for infection are those who live in or have recently been in an area with ongoing spread of COVID-19. Learn more about places with ongoing spread at <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html#geographic>.

## Have there been cases of COVID-19 in the U.S.?

Yes. The first case of COVID-19 in the United States was reported on January 21, 2020. The current count of cases of COVID-19 in the United States is available on CDC's webpage at <https://www.cdc.gov/coronavirus/2019-ncov/cases-in-us.html>.

## How does COVID-19 spread?

The virus that causes COVID-19 probably emerged from an animal source, but is now spreading from person to person. The virus is thought to spread mainly between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs or sneezes. It also may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads. Learn what is known about the spread of newly emerged coronaviruses at <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>.

## What are the symptoms of COVID-19?

Patients with COVID-19 have had mild to severe respiratory illness with symptoms of

- fever
- cough
- shortness of breath

## What are severe complications from this virus?

Some patients have pneumonia in both lungs, multi-organ failure and in some cases death.

## How can I help protect myself?

People can help protect themselves from respiratory illness with everyday preventive actions.

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Wash your hands often with soap and water for at least 20 seconds. Use an alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available.

## If you are sick, to keep from spreading respiratory illness to others, you should

- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces.

## What should I do if I recently traveled from an area with ongoing spread of COVID-19?

If you have traveled from an affected area, there may be restrictions on your movements for up to 2 weeks. If you develop symptoms during that period (fever, cough, trouble breathing), seek medical advice. Call the office of your health care provider before you go, and tell them about your travel and your symptoms. They will give you instructions on how to get care without exposing other people to your illness. While sick, avoid contact with people, don't go out and delay any travel to reduce the possibility of spreading illness to others.

## Is there a vaccine?

There is currently no vaccine to protect against COVID-19. The best way to prevent infection is to take everyday preventive actions, like avoiding close contact with people who are sick and washing your hands often.

## Is there a treatment?

There is no specific antiviral treatment for COVID-19. People with COVID-19 can seek medical care to help relieve symptoms.





# What to do if you are sick with coronavirus disease 2019 (COVID-19)

If you are sick with COVID-19 or suspect you are infected with the virus that causes COVID-19, follow the steps below to help prevent the disease from spreading to people in your home and community.

## Stay home except to get medical care

You should restrict activities outside your home, except for getting medical care. Do not go to work, school, or public areas. Avoid using public transportation, ride-sharing, or taxis.

## Separate yourself from other people and animals in your home

**People:** As much as possible, you should stay in a specific room and away from other people in your home. Also, you should use a separate bathroom, if available.

**Animals:** Do not handle pets or other animals while sick. See [COVID-19 and Animals](#) for more information.

## Call ahead before visiting your doctor

If you have a medical appointment, call the healthcare provider and tell them that you have or may have COVID-19. This will help the healthcare provider's office take steps to keep other people from getting infected or exposed.

## Wear a facemask

You should wear a facemask when you are around other people (e.g., sharing a room or vehicle) or pets and before you enter a healthcare provider's office. If you are not able to wear a facemask (for example, because it causes trouble breathing), then people who live with you should not stay in the same room with you, or they should wear a facemask if they enter your room.

## Cover your coughs and sneezes

Cover your mouth and nose with a tissue when you cough or sneeze. Throw used tissues in a lined trash can; immediately wash your hands with soap and water for at least 20 seconds or clean your hands with an alcohol-based hand sanitizer that contains at least 60 to 95% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry. Soap and water should be used preferentially if hands are visibly dirty.

## Avoid sharing personal household items

You should not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people or pets in your home. After using these items, they should be washed thoroughly with soap and water.

## Clean your hands often

Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry. Soap and water should be used preferentially if hands are visibly dirty. Avoid touching your eyes, nose, and mouth with unwashed hands.

## Clean all "high-touch" surfaces every day

High touch surfaces include counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets, and bedside tables. Also, clean any surfaces that may have blood, stool, or body fluids on them. Use a household cleaning spray or wipe, according to the label instructions. Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

## Monitor your symptoms

Seek prompt medical attention if your illness is worsening (e.g., difficulty breathing). **Before** seeking care, call your healthcare provider and tell them that you have, or are being evaluated for, COVID-19. Put on a facemask before you enter the facility. These steps will help the healthcare provider's office to keep other people in the office or waiting room from getting infected or exposed.

Ask your healthcare provider to call the local or state health department. Persons who are placed under active monitoring or facilitated self-monitoring should follow instructions provided by their local health department or occupational health professionals, as appropriate.

If you have a medical emergency and need to call 911, notify the dispatch personnel that you have, or are being evaluated for COVID-19. If possible, put on a facemask before emergency medical services arrive.

## Discontinuing home isolation

Patients with confirmed COVID-19 should remain under home isolation precautions until the risk of secondary transmission to others is thought to be low. The decision to discontinue home isolation precautions should be made on a case-by-case basis, in consultation with healthcare providers and state and local health departments.



For more information: [www.cdc.gov/COVID19](http://www.cdc.gov/COVID19)

## Coronavirus Disease 2019 (COVID-19)

# Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19), February 2020

This interim guidance is based on what is currently known about the coronavirus disease 2019 (COVID-19). The Centers for Disease Control and Prevention (CDC) will update this interim guidance as needed and as additional information becomes available.

CDC is working across the Department of Health and Human Services and across the U.S. government in the public health response to COVID-19. Much is unknown about how the virus that causes COVID-19 spreads. Current knowledge is largely based on what is known about similar coronaviruses.

Coronaviruses are a large family of viruses that are common in humans and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people, such as with MERS-CoV and SARS-CoV. The virus that causes COVID-19 is spreading from person-to-person in China and some limited person-to-person transmission has been reported in countries outside China, including the United States. However, respiratory illnesses like seasonal influenza, are currently widespread in many US communities.

### CDC Business Sector

Dr. Messonnier provides a situational update on COVID-19 for CDC private sector partners.

### CDC Industry Guidance

- Resources for Airlines
- Resources for the Ship Industry

The following interim guidance may help prevent workplace exposures to acute respiratory illnesses, including COVID-19, in non-healthcare settings. The guidance also provides planning considerations if there are more widespread, community outbreaks of COVID-19.

To prevent stigma and discrimination in the workplace, use only the guidance described below to determine risk of COVID-19. Do not make determinations of risk based on race or country of origin, and be sure to maintain confidentiality of people with confirmed COVID-19. There is much more to learn about the transmissibility, severity, and other features of COVID-19 and investigations are ongoing. Updates are available on CDC's web page at [www.cdc.gov/coronavirus/covid19](http://www.cdc.gov/coronavirus/covid19).

## Recommended strategies for employers to use now:

- **Actively encourage sick employees to stay home:**
  - Employees who have symptoms of acute respiratory illness are recommended to stay home and not come to work until they are free of fever (100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). Employees should notify their supervisor and stay home if they are sick.
  - Ensure that your sick leave policies are flexible and consistent with public health guidance and that employees are aware of these policies.
  - Talk with companies that provide your business with contract or temporary employees about the importance of sick employees staying home and encourage them to develop non-punitive leave policies.
  - Do not require a healthcare provider's note for employees who are sick with acute respiratory illness to validate their illness or to return to work, as healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely way.
  - Employers should maintain flexible policies that permit employees to stay home to care for a sick family member. Employers should be aware that more employees may need to stay at home to care for sick children or other sick family members than is usual.
- **Separate sick employees:**
  - CDC recommends that employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during the day should be separated from other employees and be sent home immediately. Sick employees should cover their noses and mouths with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- **Emphasize staying home when sick, respiratory etiquette and hand hygiene by all employees:**
  - Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in other workplace areas where they are likely to be seen.
  - Provide tissues and no-touch disposal receptacles for use by employees.

- Instruct employees to clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol, or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
- Provide soap and water and alcohol-based hand rubs in the workplace. Ensure that adequate supplies are maintained. Place hand rubs in multiple locations or in conference rooms to encourage hand hygiene.
- Visit the coughing and sneezing etiquette and clean hands webpage for more information
- **Perform routine environmental cleaning:**
  - Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
  - No additional disinfection beyond routine cleaning is recommended at this time.
  - Provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.
- **Advise employees before traveling to take certain steps:**
  - Check the CDC's Traveler's Health Notices for the latest guidance and recommendations for each country to which you will travel. Specific travel information for travelers going to and returning from China, and information for aircrew, can be found at on the CDC website.
  - Advise employees to check themselves for symptoms of acute respiratory illness before starting travel and notify their supervisor and stay home if they are sick.
  - Ensure employees who become sick while traveling or on temporary assignment understand that they should notify their supervisor and should promptly call a healthcare provider for advice if needed.
  - If outside the United States, sick employees should follow your company's policy for obtaining medical care or contact a healthcare provider or overseas medical assistance company to assist them with finding an appropriate healthcare provider in that country. A U.S. consular officer can help locate healthcare services. However, U.S. embassies, consulates, and military facilities do not have the legal authority, capability, and resources to evacuate or give medicines, vaccines, or medical care to private U.S. citizens overseas.
- **Additional Measures in Response to Currently Occurring Sporadic Importations of the COVID-19:**
  - Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and refer to CDC guidance for how to conduct a risk assessment of their potential exposure.
  - If an employee is confirmed to have COVID-19, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Employees exposed to a co-worker with confirmed COVID-19 should refer to CDC guidance for how to conduct a risk assessment of their potential exposure.

## Planning for a Possible COVID-19 Outbreak in the US

The severity of illness or how many people will fall ill from COVID-19 is unknown at this time. If there is evidence of a COVID-19 outbreak in the U.S., employers should plan to be able to respond in a flexible way to varying levels of severity and be prepared to refine their business response plans as needed. For the general American public, such as workers in non-healthcare settings and where it is unlikely that work tasks create an increased risk of exposures to COVID-19, the immediate health risk from COVID-19 is considered low. The CDC and its partners will continue to monitor national and international data on the severity of illness caused by COVID-19, will disseminate the results of these ongoing surveillance assessments, and will make additional recommendations as needed.

### Planning Considerations

All employers need to consider how best to decrease the spread of acute respiratory illness and lower the impact of COVID-19 in their workplace in the event of an outbreak in the US. They should identify and communicate their objectives, which may include one or more of the following (a) reducing transmission among staff, (b) protecting people who are at higher risk for adverse health complications, (c) maintaining business operations, and (d) minimizing adverse effects on other entities in their supply chains. Some of the key considerations when making decisions on appropriate responses are:

- Disease severity (i.e., number of people who are sick, hospitalization and death rates) in the community where the business is located;
- Impact of disease on employees that are vulnerable and may be at higher risk for COVID-19 adverse health complications. Inform employees that some people may be at higher risk for severe illness, such as older adults and those with chronic medical conditions.
- Prepare for possible increased numbers of employee absences due to illness in employees and their family members, dismissals of early childhood programs and K-12 schools due to high levels of absenteeism or illness:
  - Employers should plan to monitor and respond to absenteeism at the workplace. Implement plans to continue your essential business functions in case you experience higher than usual absenteeism.
  - Cross-train personnel to perform essential functions so that the workplace is able to operate even if key staff members are absent.
  - Assess your essential functions and the reliance that others and the community have on your services or products. Be prepared to change your business practices if needed to maintain critical operations (e.g., identify alternative suppliers, prioritize customers, or temporarily suspend some of your operations if needed).
- Employers with more than one business location are encouraged to provide local managers with the authority to take appropriate



actions outlined in their business infectious disease outbreak plan based on the condition in each locality.

- Coordination with state [and](#) local [health officials](#) is strongly encouraged for all businesses so that timely and accurate information can guide appropriate responses in each location where their operations reside. Since the intensity of an outbreak may differ according to geographic location, local health officials will be issuing guidance specific to their communities.

## Important Considerations for Creating an Infectious Disease Outbreak Response Plan

All employers should be ready to implement strategies to protect their workforce from COVID-19 while ensuring continuity of operations. During a COVID-19 outbreak, all sick employees should stay home and away from the workplace, respiratory etiquette and hand hygiene should be encouraged, and routine cleaning of commonly touched surfaces should be performed regularly.

### Employers should:

- Ensure the plan is flexible and involve your employees in developing and reviewing your plan
- Conduct a focused discussion or exercise using your plan, to find out ahead of time whether the plan has gaps or problems that need to be corrected.
- Share your plan with employees and explain what human resources policies, workplace and leave flexibilities, and pay and benefits will be available to them.
- Share best practices with other businesses in your communities (especially those in your supply chain), chambers of commerce, and associations to improve community response efforts.

### Recommendations for an Infectious Disease Outbreak Response Plan:


- Identify possible work-related exposure and health risks to your employees. OSHA has more information on how to protect workers from potential exposures [to COVID-19](#).
- Review human resources policies to make sure that policies and practices are consistent with public health recommendations and are consistent with existing state and federal workplace laws (for more information on employer responsibilities, visit the Department of Labor's [and](#) the Equal Employment Opportunity Commission's [websites](#)).
- Explore whether you can establish policies and practices, such as flexible worksites (e.g., telecommuting) and flexible work hours (e.g., staggered shifts), to increase the physical distance among employees and between employees and others if state and local health authorities recommend the use of social distancing strategies. For employees who are able to telework, supervisors should encourage employees to telework instead of coming into the workplace until symptoms are completely resolved. Ensure that you have the information technology and infrastructure needed to support multiple employees who may be able to work from home.
- Identify essential business functions, essential jobs or roles, and critical elements within your supply chains (e.g., raw materials, suppliers, subcontractor services/products, and logistics) required to maintain business operations. Plan for how your business will operate if there is increasing absenteeism or these supply chains are interrupted.
- Set up authorities, triggers, and procedures for activating and terminating the company's infectious disease outbreak response plan, altering business operations (e.g., possibly changing or closing operations in affected areas), and transferring business knowledge to key employees. Work closely with your local health officials to identify these triggers.
- Plan to minimize exposure between employees and also between employees and the public, if public health officials call for social distancing.
- Establish a process to communicate information to employees and business partners on your infectious disease outbreak response plans and latest COVID-19 information. Anticipate employee fear, anxiety, rumors, and misinformation, and plan communications accordingly.
- In some communities, early childhood programs and K-12 schools may be dismissed, particularly if COVID-19 worsens. Determine how you will operate if absenteeism spikes from increases in sick employees, those who stay home to care for sick family members, and those who must stay home to watch their children if dismissed from school. Businesses and other employers should prepare to institute flexible workplace and leave policies for these employees.
- Local conditions will influence the decisions that public health officials make regarding community-level strategies; employers should take the time now to learn about plans in place in each community where they have a business.
- If there is evidence of a COVID-19 outbreak in the US, consider canceling non-essential business travel to additional countries per travel guidance on the CDC website.
  - Travel restrictions may be enacted by other countries which may limit the ability of employees to return home if they become sick while on travel status.
  - Consider cancelling large work-related meetings or events.
- Engage state [and](#) local [health departments](#) to confirm channels of communication and methods for dissemination of local outbreak information.

## Resources for more information:

### CDC Guidance

- [COVID-19 Website](#)
- [What You Need to Know About COVID-19](#) 
- [What to Do If You Are Sick With COVID-19](#) 
- [Interim US Guidance for Risk Assessment and Public Health Management of Persons with Potential Coronavirus Disease 2019 \(COVID-19\) Exposure in Travel-associated or Community Settings](#)
- [Health Alert Network](#)
- [Travelers' Health Website](#)
- [National Institute for Occupational Safety and Health's Small Business International Travel Resource Travel Planner](#) 
- [Coronavirus Disease 2019 Recommendations for Ships](#)

### Other Federal Agencies and Partners

- [OSHA Guidance: https://www.osha.gov/SLTC/novel\\_coronavirus/index.html](https://www.osha.gov/SLTC/novel_coronavirus/index.html) 

Page last reviewed: February 26, 2020

