

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
THURSDAY, MAY 26, 2011 – 6:00 P.M.**

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

Phone: 989-672-3700
Fax : 989-672-4011

- 6:00 P.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Allen
Pledge of Allegiance – Commissioner Petzold
Roll Call – Clerk White
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (See Correspondence #2)
New Business
 -Denmark Township Water Extension Project (See
 Correspondence #3)
 -Millage Levies (See Correspondence #4)
 -Resolution Regarding Purchase of Purdy Building (See
 Correspondence #12)
 -F.O.C. Building Remodeling Bids
 -2009-2010 Health Department Annual Report
 -2010 Medical Examiner Annual Report
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

ALLEN

Board of Public Works
Local Unit of Government Activity Report
Human Services Coordinating Council
Great Start Collaborative – Tuscola County
Parks & Recreation
MAC Judiciary & Public Safety Committee
NACo Agricultural Committee
NACo Rural Action Caucus
MAC Agriculture & Tourism

PETERSON

Enterprise Facilitation
Human Development Commission

MEMS

Michigan Association of Counties – Aging Work Group
Michigan Association of Counties – Environmental

LEPC

NACo

Local Unit of Government Activity Report
Parks & Recreation
Dispatch Authority Board
County Planning Commission

PETZOLD

Recycling Advisory
Mid-Michigan Mosquito Control Technical Advisory Committee

Michigan Works

Multi-County Solid Waste

TRIAD

Local Unit of Government Activity Report
Road Commission
Health Board
Saginaw Bay RC & D

KERN

Thumb Area Consortium
Human Development Commission
Health Board
Senior Services Advisory
Local Unit of Government Activity Report
Community Corrections Advisory Board
Behavioral Health Board
DHS/Medical Care Facility Liaison
Tuscola 2011

BARDWELL

Caro DDA
Brownfield Redevelopment Authority
Economic Development Corporation
MAC Economic Development/Taxation
MAC 7TH District
Local Unit of Government Activity Report
Michigan Association of Counties – Board of Directors
NACo

Closed Session (If Necessary)

Other Business as Necessary

Extended Public Comment

Adjournment

COMMITTEE MEETING TO FOLLOW BOARD

MEETING AT APPROXIMATELY 7:00 P.M.

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

CORRESPONDENCE

- #1 May 12, 2011 Full Board Minutes
- #2 Consent Agenda Resolution
- #3 Denmark Township Water Extension Project
- #4 2011 Millage Levies
- #5 May 12, 2011 Committee of the Whole & Statutory Finance Minutes
- #6 April 28, 2011 Road Commission Minutes
- #7 Cass City Notice of Public Hearing – May 31, 2011
- #8 May 2011 Health Department Report
- #9 February 3, 2011 Recycling Advisory Committee Minutes
- #10 Dept. of Agriculture & Rural Development - MAEAP Farmstead Verification Approvals
- #11 May 18, 2011 Human Development Commission Minutes
- #12 Resolution Regarding Purchase of Purdy Building

DRAFT
**Tuscola County Board of Commissioners
May 12, 2011 Minutes
HH Purdy Building**

Chairman Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 12th day of May, 2011 to order at 8:30 o'clock a.m. local time.

Prayer by Commissioner Peterson
Pledge by Commissioner Kern

COMMISSIONERS PRESENT:

District #1 Roger Allen, District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold, District #5, Gerald Peterson

11-M-113

Motioned by Kern seconded by Petzold to adopt the agenda as amended. Motion carried.

11-M-114

Motioned by Kern seconded by Allen to approve the minutes of the 4/28/11 regular meeting. Motion carried.

Brief Public Comment – none

11-M-115

It was moved by Peterson and supported by Petzold that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 4/28/11
- Description of Matter:** Move that the Controller-Administrator be authorized to work with Leonard & Company and Municipal Financial Consultants Inc. to bond to borrow the funds needed to purchase the HH Purdy Building because of the significant savings provided through purchasing rather than continuing the installment purchase agreement (as documented in the April 14, 2011 letter from

Leonard & Company and other correspondence). Final purchase not to be completed until after September 31, 2011 per the request of the current owners.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 4/28/11

Description of Matter: Move that the out-of-state travel request from Commissioner Allen be approved to attend the summer 2011 National Association of Counties Conference.

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

YEAS: all

NAYS: none

ABSTENTIONS: none

RESOLUTION ADOPTED.

Sanilac County Animal Control Director Jim Matson presented an update regarding Tuscola County's animal shelter.

Probate Judge Roggenbuck appeared to update the board regarding grant activity. She reported her court is the recipient of a grant-funded position through Michigan Works. Development of the website is progressing with an anticipated launch in the next 4-6 weeks. She distributed information regarding an internship program.

The Tuscola Behavioral Health director presented the financial audit report.

11-M-116

Motion by Allen seconded by Kern to receive and place on file the Behavioral Health System 2010 Audit as presented by the Director. Motion carried.

Mary Wells and Trey Hanner with NextEra Energy Resources presented the proposed Tuscola-Bay Wind Energy Project.

MSU-E Director Joe Bixler appeared to request a copy machine. He presented 3 bids. He also stated his office is prepared to discuss the 2012 budget and the Memorandum of Agreement.

11-M-117

Motion by Allen seconded by Kern to amend the 2011 Equipment Fund budget by \$4895 to provide for the purchase of a copy machine from Galaxy Office Machines for Tuscola County MSU-Extension. Motion carried.

11-M-118

Motion by Kern seconded by Allen to approve the request by Renee J. Wood to use the Courthouse Lawn on May 28, 2011 for veteran services and the Building and Grounds Director to notify the requesting party of this approval. Motion carried.

11-M-119

Motion by Allen seconded by Kern to approve the resolution for the Medical Care Facility bond refinancing regarding verification that the county will provide continuing financial disclosure and forward to the appropriate parties. Motion carried.

11-M-120

Motion by Allen seconded by Kern to allow the renewal of the indigent counsel contract with Biddinger & Bitzer, PLLC for one year. Also, authorize all necessary signatures. Motion carried.

11-M-121

Motion by Kern seconded by Peterson that per the April 29, 2011 communication from the Sheriff to concur with the appointment of Tyler Erla to fill the vacant corrections officer position effective May 16, 2011 pending satisfactory physical and drug screening. Motion carried.

11-M-122

Motion by Kern seconded by Peterson that the bid for lawn care services (per MSP specifications) at the state police post in Caro be awarded to Thumb Lawn & Snow for the 2011 season. Motion carried.

11-M-123

Motion by Kern seconded by Allen that per the May 11, 2011 communication from the Sheriff that authorization be given to enter into a contract with AARMS to provide a Jail Audit Management System through an arrangement with the National Sheriff's Association and their jail training initiative program. Also, the county share of cost of \$1,112.50 be paid from the Jail Booking Fund. Motion carried.

11-M-124

Motion by Kern seconded by Peterson that per the May 4, 2011 letter from the Undersheriff, authorize the Sheriff's Department to purchase a marine boat using the \$2,000 from the sale of a marine motor (no new county money will be

spent on this project and if the \$2,000 is not spent then it has to be sent back to the State). Motion carried.

Copies of the Controller/Administrator's employment agreement was distributed for perusal by board members and will be discussed at a subsequent meeting.

Extended Public Comment - none

Meeting adjourned at 10:32 a.m.

Margie A. White
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 26th day of May, 2011 at 6 o'clock p.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

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

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 5/12/11

Description of Matter: Move that special revenue fund budget amendments as identified in the May correspondence from the Controller/Administrator be approved with the exception of the wage change amendments for the Friend of the Court and Interim Court Administrator which are on hold until an overall staffing plan (and corresponding costs) is

presented for review by the Board of Commissioners by the Circuit/Family Court.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 5/12/11

Description of Matter: Move that the Nationwide Deferred Compensation Program be approved and made available as an alternative to the current Great West Deferred Compensation Program. Also, contracts and other necessary documents are authorized for signature and informational meetings be scheduled for all interested employees.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 5/12/11

Description of Matter: Move that the following individuals be appointed to serve as members of the Airport Zoning Board of Appeals: Jonathan Blasius, William Campbell, Donald Clinesmith, Paul Hoose and Keith Kosik. Also, a letter be forwarded to these individuals notifying them of their appointment.

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

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Margie White
Tuscola County Clerk

Mike Hoagland

From: Meredith Shanle [MeredithS@mfc.com]
Sent: Wednesday, May 18, 2011 9:32 AM
To: dond@hdc-caro.org; mrdpetro@aol.com; MHoagland@TuscolaCounty.org;
pdonovan@tuscolacounty.org; steve.warren@wilcox.us
Subject: Resolutions Approving the Contract for the Tuscola County - Denmark Township Water Extension Project
Attachments: r2-tus34.doc; denmark map.pdf; denmark itemized description.pdf

Dear Mr. Duggar:

Attached hereto please find the following in connection with the Tuscola County - Denmark Township Water Extension Project:

In the first attached file:

1. The Township of Denmark Resolution Approving the Contract to be considered by the Township Board at their next meeting;
2. The Tuscola County Board of Public Works Resolution Approving Plans and Cost Estimates and Recommending Approval of the Contract to be considered by the BPW at their next meeting ;
and
3. The Tuscola County Board of Commissioners Resolution approving the Contract to be considered by the BOC at their next meeting.

In the second attached file:

A map of the system to be attached to all three resolutions after the Exhibit A page.

In the third attached file:

An itemized description of the project to be attached to all three resolutions after the Map.

Thank you also for all the certified resolutions from the Township, the BPW and BOC.

Once everyone has approved their resolutions approving the Contract please let me know and I will circulate execution copies of it for signatures.

In addition, please feel free to contact me or Mr. Axe if you have any questions.

Thank you – Meredith Shanle

Meredith A. Shanle
President
Municipal Financial Consultants Incorporated
21 Kercheval Ave., Suite 360
Grosse Pointe Farms, MI 48236
313-884-9824 phone
313-884-0626 fax
merediths@mfc.com

5/18/2011

TOWNSHIP OF DENMARK

At a _____ meeting of the Township Board of the Township of Denmark, Tuscola County, Michigan, held in the Township Hall on _____, 2011, at __:__ .m. Eastern Daylight Savings Time, there were:

PRESENT: _____

ABSENT: _____

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

**RESOLUTION APPROVING THE CONTRACT
WITH THE COUNTY OF TUSCOLA
FOR THE TUSCOLA COUNTY - DENMARK TOWNSHIP WATER EXTENSION PROJECT**

WHEREAS, the County of Tuscola (the "County") by resolution of its Board of Commissioners has approved the establishment of a project known as the "Tuscola County - Denmark Township Water Extension Project" (the "Project"); and

WHEREAS, it is necessary for the Township of Denmark (the "Township") to enter into a contract with the County with respect to the Project (the "Contract"), which Contract is attached as Appendix A.

NOW, THEREFORE, IT IS RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF DENMARK as follows:

1. The Contract attached as Appendix A is hereby approved by the Township Board of the Township of Denmark for execution by the designated officials.

2. The Township, if necessary, hereby authorizes its Supervisor to apply to the Michigan Department of Treasury for approval to issue the bonds described herein, to pay the related fee and to provide any other necessary documentation.

3. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

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

YES: _____

NO: _____

ABSTAIN: _____

CERTIFICATION

The undersigned, being the Township Clerk of the Township of Denmark, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a _____ meeting held on _____, 2011, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the Township, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Township Clerk

SEAL

las.r2-tus34

**COUNTY OF TUSCOLA
BOARD OF PUBLIC WORKS**

At a _____ meeting of the Board of Public Works of the County of Tuscola held in the H.H. Purdy Building in Caro, Michigan on _____, 2011 at __:__ .m., Eastern Daylight Savings Time, there were

PRESENT: _____

ABSENT: _____

The Director of the Department of Public Works presented the following to the meeting:

1. The Preliminary Plans for the Tuscola County - Denmark Township Water Extension Project (the "Project").
2. An estimate of the cost of constructing the Project in the aggregate amount not to exceed \$3,500,000 and an estimate of 30 years and upwards as the period of usefulness of the Project.
3. A proposed Resolution Approving the Contract and the Contract between the Township of Denmark (the "Township") and the County of Tuscola (the "County"). (Appendix 1)

The following resolution was offered by _____ and seconded by _____:

**RESOLUTION APPROVING PLANS AND
COST ESTIMATES AND RECOMMENDING APPROVAL
OF THE CONTRACT**

IT IS RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE COUNTY OF TUSCOLA as follows:

1. The summary of the plans and specifications prepared and submitted by Wilcox Engineering, Saginaw, Michigan, for the Project, as set forth in and likewise the estimate of the cost of the Project in the aggregate amount of \$3,500,000, of which not to exceed \$3,000,000 will come from bond proceeds and the estimate of 30 years and upwards as the period of usefulness of the Project, are approved and adopted, and copies of the same shall be made available to the Tuscola County Board of Commissioners for its approval.

2. The Contract (attached as Appendix A) in the form attached hereto (the "Contract") is approved and the Board of Public Works recommends that the Tuscola County Board of Commissioners authorize execution of the Contract.

3. All resolutions, or parts of resolutions, insofar as they conflict with the foregoing resolution, are hereby rescinded.

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

YES: _____

NO: _____

ABSTAIN: _____

CERTIFICATION

The undersigned, being the Secretary of the County of Tuscola Board of Public Works, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Public Works at a _____ meeting held on _____, 2011, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the Board of Public Works, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Secretary, Board of Public Works

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APPENDIX 1

COUNTY OF TUSCOLA
BOARD OF COMMISSIONERS

At a _____ meeting of the Board of Commissioners of the County of Tuscola held in the H.H. Purdy Building in Caro, Michigan, on _____, 2011 at __:__ .m. Eastern Daylight Savings Time, there were:

PRESENT: _____

ABSENT: _____

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

**RESOLUTION APPROVING THE CONTRACT
WITH THE TOWNSHIP OF DENMARK
FOR THE TUSCOLA COUNTY - DENMARK TOWNSHIP WATER EXTENSION PROJECT**

WHEREAS, the County of Tuscola (the "County") by resolution of its Board of Commissioners has approved the establishment of a project currently known as the "Tuscola County - Denmark Township Water Extension Project" (the "Project"); and

WHEREAS, it is necessary for the Tuscola County Board of Public Works (the "Board of Public Works") to enter into a Contract with the Township of Denmark (the "Township") with respect to the Project, which Contract is attached as Appendix A.

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

1. The Contract attached as Appendix A is hereby approved as is the execution thereof by the designated officials.
2. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

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

YES: _____

NO: _____

ABSTAIN: _____

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2011, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Tuscola County Clerk

SEAL

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APPENDIX A

**CONTRACT BETWEEN
THE COUNTY OF TUSCOLA**

THE

TOWNSHIP OF DENMARK

TUSCOLA COUNTY - DENMARK TOWNSHIP WATER EXTENSION PROJECT

TUSCOLA COUNTY, MICHIGAN

DATED AS OF JUNE 1, 2011

CONTRACT

THIS CONTRACT (the "Contract") is made as of June 1, 2011, by and between the COUNTY OF TUSCOLA, a Michigan county (the "County"), the TOWNSHIP OF DENMARK, a Township located in the County (the "Township").

The County has approved the construction of sewer facilities serving the Township of Denmark as described in Exhibit A and intends to construct such improvements pursuant to Act No. 185, Michigan Public Acts of 1957, as amended ("Act 185"). The Department of Public Works of the County (the "DPW") under the control and direction of the Board of Public Works has been established to administer the powers conferred upon the County by Act 185. The County and the Township are authorized to enter into a contract for the establishment, construction, operation, and financing of the Project (the "Cost" or "Costs" shall mean the total cost of the Project unless the context clearly indicates otherwise) and for the payment in case of part of the Cost of the Project by the Township with interest, over a period not exceeding 30 years. The County is also authorized to hereafter issue its bonds to be secured by the limited tax full faith and credit contractual obligations of the Township.

The County and the Township have concluded that the establishment and construction of the project described on Exhibit A (the "Project") are needed to promote and improve the health and welfare of the residents of the Township and that the Project can most economically and efficiently be provided and financed by the County acting through the DPW pursuant to the provisions of Act 185.

Wilcox Engineering, Saginaw, Michigan, has prepared preliminary plans for the Project (such preliminary plans as from time to time revised or the final plans, as the context may dictate, are referred to in this Contract as the "Plans"), which have been placed on file in the office of the DPW.

In consideration of the premises and in order to provide for the establishment, construction, and operation of the Project by the County for the financing of the Project through the issuance of the Bonds (as defined below), for the operation and maintenance of the Project, and for other related matters, the County and the Township agree as follows:

1. Approval of Project. The County and the Township approve and agree to the establishment, construction, operation, and financing of the Project under and pursuant to Act 185. The parties approve the designation of "Tuscola County - Denmark Township Water Extension Project" as the name of the Project. The Township, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consents and agrees to the establishment and location of the Project and any extension, improvement or enlargement of it within its corporate boundaries in accordance with the terms of this Contract or on land presently

owned by and located in the Township, and to the use by the County of the streets, highways, alleys, lands, rights-of-way or other public places in the Township for the purpose and facilities of the Project and any improvements, enlargement or extension of it. The Township further agrees that, in order to evidence and effectuate this agreement and consent, they will obtain or assist the County in obtaining all easements, licenses, rights-of-way and/or title to property necessary for completion of the Project and will execute and deliver to the County such easements, rights-of-way, licenses, permits or consents as may be requested by the County. The Cost of obtaining necessary easements, licenses, rights-of-way and/or title to property in connection with the Project shall be Costs of the Project payable from the proceeds of the Bond as set forth below.

2. Project Description. The Project shall consist of the public improvements described and specified in Exhibit A and as are more particularly set forth in the Plans, which Plans are on file with the DPW and are hereby approved and adopted. The Project shall be acquired and constructed substantially in accordance with the Plans and in accordance with final plans and specifications prepared and submitted by Wilcox Engineering but variations from the Plans, which do not materially change the location, capacity or overall design of the Project, and which do not require an increase in the total estimated Cost of the Project, may be permitted on the authority of the DPW. Other variations or changes may be made if approved by the DPW and by resolutions of the governing body of the Township and if provisions required by paragraph 5 below are made for payment or financing of any resulting increase in the total estimated cost. The estimates of the Cost of the Project of \$3,500,000, and the period of usefulness of the Project, in excess of 30 years, are likewise approved and adopted. The total bonds which will be required for the Project are estimated to be not in excess of \$3,000,000. The Project may be constructed all at one time or, if necessary, in two or more phases.

3. Issuance of Bonds. The County and the DPW shall take or cause to be taken all actions required or necessary, in accordance with Act 185, to procure the issuance and sale of one or more series of bonds by the County (the "Bonds"), in one or more series, in whatever aggregate principal amount is necessary to defray the Cost of the Project. The Bonds shall be issued in anticipation of, and be payable from, the payments to be made by the Township to the County as provided in this Contract, and shall be payable in annual maturities, the last of which shall be not more than 30 years from the date thereof.

4. Construction. The construction of the Project will be governed by the contracts to be awarded by the DPW after recommendation by Wilcox Engineering.

5. Increase in Bonds. If, after the sale of the Bonds, it becomes necessary to increase the estimated Cost of the Project for any reason, or if the actual Cost of the Project shall exceed

the estimated Cost, whether as the result of variations or changes made in the approved Plans or otherwise, then (without the execution of any further contracts or amendment of this Contract) additional bonds, after approval of an authorizing resolution by the Board of Public Works and upon the adoption of such authorizing resolution by the Board of Commissioners, shall be issued to defray such increased or excess Cost to the extent that funds for the same are not available from other sources; provided, however, that no such increase or excess shall be approved and no such additional bonds shall be authorized to be issued, nor shall the County enter into any contract for the establishment or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total Cost of the Project to exceed by more than 5% the total estimated cost as hereinbefore approved, unless the governing body of the Township shall have previously adopted resolutions approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of additional bonds in anticipation of increased or additional payments agreed to be made by the Township to the County in the manner hereinafter provided; provided, further, that the adoption of such approving resolution by the governing body of the Township shall not be required prior to or as a condition precedent to the issuance of additional bonds by the County, if the County has previously issued or contracted to sell bonds to pay all or part of the Cost of the Project, and the issuance of the additional bonds is necessary (as determined by the County) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.

6. Payments by Township. The Township shall pay to the County the Cost of the Project. The Cost of the Project will be defrayed by the issuance of Bonds as provided in paragraphs 3 and 5 above. The Township covenants and agrees to pay the principal of, premium, if any, and interest on the expenses and charges (including the DPW's administrative expenses) which are payable on account of the Bonds (such fees, expenses and charges being called "Bond Service Charges"). Payments shall be made to the County in semiannual installments which shall be due and payable 10 days prior to the day specified in the Bonds as the interest payment dates with respect to the Bonds, in amounts at least sufficient to pay all principal, premium, and/or interest falling due on such interest payment dates and all Bond Service Charges then due and payable.

The DPW shall, within 30 days after delivery of the Bonds, supply the County and the Township with a complete schedule of the payments of principal of and interest on the Bonds, and the DPW shall also, at least 30 days before each payment is due to be made by the Township, advise the Treasurer of the Township of the amount payable to the County on such date. If the Township fails to make any payment to the County when due, the same shall be subject to a penalty of 1% of the amount due for each month or

fraction of a month that such amount remains unpaid after it is due. Failure of the DPW to furnish the schedule or give notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the Cost of the Project.

In the event the County is required to pay any amounts to the United States Department of Treasury (the "Treasury") because of regulations issued by the Treasury or the Internal Revenue Service, the Township shall reimburse the County for such amounts.

7. Advance Payments. If the Township pays the Cost of the Project or any portion of it prior to the issuance of the Bonds, then the obligations of the Township shall be adjusted accordingly. The Township may pay in advance of maturity all or any part of a semiannual installment due to the County on the Bonds by surrendering to the County bonds issued hereunder of a like principal amount maturing in the same calendar year or by paying cash to the County and requesting the County to purchase any Bonds or call any Bonds in accordance with their terms.

8. Use of Excess Bond Proceeds. The proceeds of the sale of the Bonds shall be used solely and only to pay the Cost of the Project. After completion of the Project and payment of all Project Costs, any surplus remaining for the sale of the Bonds shall, at the option of the Township, be (a) used, with the review and approval of the DPW (which review and approval shall be in accordance with the same planning standards employed to review the Project originally, subject to all applicable laws, regulations and governmental standards then in effect), to extend, enlarge or improve the Project or any other project which has been constructed and/or maintained by the County for the benefit of the Township, (b) retained by the DPW for the payment of principal of and interest on the Bonds, or (c) used to purchase the Bonds on the open market. In the event such surplus is used for principal and interest or used to purchase Bonds, the contract obligation of the Township with respect to such Bonds or maturities shall be reduced accordingly.

9. Refunding and Advance Refunding. In the event it appears advantageous in the opinion of the County's Financial Consultant to issue bonds to refund any series of bonds issued by the County pursuant to this Contract (including advance refunding bonds), the Township consents to the such refunding so long as:

(1) In the case of any refunding bonds and the first issue of advance refunding bonds, there is a net overall saving to the Township in its remaining payments to the County of at least 5% or \$20,000, whichever is less.

(2) In the case of any refunding not covered in subparagraph (1), the Township consents to such refunding.

10. Full Faith and Credit. The Township, pursuant to the authorization of Section 12(2) of Act 185, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this Contract. Each year the Township shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract coming due before the time of the following year's tax collections, provided, however, that if at the time of making its annual tax levy, the Township shall have on hand in cash other funds or reasonably expects to receive other funds (from special assessments (including received or anticipated prepayments thereof), user charges, connection fees or otherwise) which have been or will be set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next collection, then the annual tax levy may be reduced by such amount. In the event amounts pledged to or otherwise earmarked for payment of the Bonds are received in amounts so great as to jeopardize the status of the County's Bond Payment Fund as a bona fide debt service fund for purposes of federal tax regulations, the County shall, within 30 days prior to the next scheduled payment of principal on the Bonds, devote such excess sum toward the purchase of Bonds on the open market. Any taxes levied by the Township shall be subject to the applicable statutory, charter and constitutional tax limitations.

11. Failure to Pay; Remedies. In the event that the Township fails for any reason to pay to the DPW the amounts required to be paid under this Contract when due, (1) the County Treasurer is authorized to notify the State Treasurer, or other appropriate disbursing official, of such failure, and the State Treasurer or other appropriate disbursing official shall deduct the amount due the County from any moneys in his or her possession belonging to the Township which are not pledged for the payment of debt and pay the same to the County, all as provided in and governed by Section 17 of Act 185, and/or (2) the County Treasurer is authorized to withhold payments which would otherwise be due to the Township from the County's Delinquent Tax Revolving Fund, in each case such withheld funds to be applied to the Township's obligations under this Contract. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligations of the Township to make payments to the County under this Contract. The Township acknowledges that such payments are to be pledged for the payment of the principal of, premium, if any, and interest on the Bonds, and the Township covenants and agrees that it will make its required payments to the County promptly and at the times specified in this Contract, without regard as to whether the Project is actually completed or placed in operation.

12. Change in Township. No change in the jurisdiction over territory in the Township shall in any manner impair the obligations of this Contract. In the event all or any part of the territory of the Township is incorporated as a new Township or is

annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Township from which such territory is taken in accordance with law.

13. Additions to or Extensions of Project. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 2 above. The responsibility for providing such additional facilities as may be needed shall be that of the County which shall have the right to cause to be constructed and maintained, through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which shall have the right to cause to be constructed and maintained, through the County, such necessary additional facilities. No extensions of the Project shall be made without DPW approval, which approval shall be limited to approval of appropriate plans, specifications and construction and health standards.

14. Ownership of Project. The County, subject to the terms of this Contract and during the term of this Contract, shall have legal title to the Project. After the retirement of the Bonds, and after the Township's obligations under this Contract are satisfied, the legal title to the Project shall be transferred to the Township.

15. Operation of the Project.

a. Pursuant to the Contract, the County hereby leases the said improvements to the Township in consideration of the proper operation and maintenance of such by the Township and in accordance with all of the terms and conditions of the Contract.

b. The term of this lease shall be one day longer than the term of the Bonds issued by the County to finance the Project.

c. The right and benefit of any warranty on equipment used in this system are hereby assigned to the Township.

d. The Township shall prior to actually taking over operation of the Project, examine the said improvements and acknowledge that it finds such to be in proper condition. Once the Township takes over the Project and leases such improvements from the County the Township agrees to maintain and operate the Project in accordance with all of the terms and condition of said Contract. It also agrees to provide the County at least annually with audited statements concerning the operation, maintenance and repair of such improvements.

e. The Township will carry a comprehensive insurance liability policy in the amount of not less than \$500,000.00 for injuries to any one person and \$1,000,000.00 for any one incident; and property damage insurance in an amount not less than

\$500,000.00; insuring the County and the Township against such claims.

f. The Township agrees to pay to the County during the terms of this Contract all expenses incurred by the County in regard to said improvements and said Bonds, including, but not limited to, paying agent fees, administrative costs, legal fees, insurance costs, and bond coupon handling fees. Such expenses of the County shall be paid at least semi-annually by the Township at the time it is billed for such by the County.

16. Costs and Expenses. The parties agree that the costs and expenses of any lawsuits arising directly or indirectly out of this Contract or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the DPW, shall be deemed to constitute a part of the Cost of the Project and shall be paid by the Township in the same manner as provided in this Contract with respect to other Costs of the Project. In the event of such litigation, the DPW shall consult with the Township and shall retain legal counsel agreeable to the County and the Township to represent the County. If the County and the Township cannot agree as to such representation within a reasonable time, the DPW shall exercise its discretion as to the retention of such counsel.

17. DPW Authority. All powers, duties, and functions vested by this Contract in the County shall be exercised and performed by the DPW, for and on behalf of the County, unless otherwise provided by law or in this Contract.

18. Invalidity of Provisions. In the event that any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. No Impairment of Bondholder's Interests. The County and the Township each recognize and declare that the holders from time to time of the Bonds issued by the County under the provisions of Act 185, and secured by the full faith and credit limited tax pledge of the Township to the payment of the principal of and interest on the Bonds as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of the parties that so long as any of the Bonds remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration of or revision which would in any manner adversely affect either the security of the Bonds or the prompt payment of principal of or interest on the Bonds. The right to make changes in this Contract, by amendment, supplemental contract or otherwise, is nevertheless reserved insofar as the same do not have such adverse affect. The Township and the DPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract

at the times and in the manner set forth in this Contract, and will not suffer to be done any act which would in any way impair the Bonds, the security for them, or the prompt payment of principal of and interest on the Bonds.

20. County Treasurer. It is understood that the County Treasurer may act as the Treasurer of the DPW and that the County Treasurer will have the responsibility to invest all funds coming into the County's possession in connection with the Project. The Treasurer is accordingly authorized to invest any such surplus funds in any obligations permitted by law and credit investment earnings for the benefit of the Township to the fund earning the same.

21. Indemnification. The County and the Township hereto hereby expressly agree that the County shall not be liable for and the Township shall pay, indemnify and save the County harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this contract, or the issuance, sale and delivery of the bonds, herein described. It is the intention of the parties that the County be held harmless by the Township from liability for such claim, actions, demands, expenses, damages, and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the County or by negligence for which the County may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Township will also pay, indemnify and save the County harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid be reason if said claims, demands or any of them, in the event it is determined that there is any liability on the part of the County. Upon the entry of any final judgment by a court of competent jurisdiction or a final award of arbitration panel against the County on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the County has not paid the same, the Township shall be obligated to pay to the County upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the County by reason of any such claims or demands, whether said claims or demands are groundless or not, the Township shall upon written notice and demand from the County, resist and defend such action or proceeding in behalf of the County but will not settle and any such action of the proceeding without written consent of the

County. Notwithstanding the foregoing, nothing contained in the Section shall be construed to indemnify or release the County against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's employees, agents or representatives with respect to the matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this contract or the issuance, sale or delivery of the bonds herein described.

The County will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting the Township and the County (including the Board) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

22. Undertaking to Provide Continuing Disclosure. If necessary, the County and the Township will covenant and agree, for the benefit of the beneficial owner of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be in the form to be executed by the designated officials of the County and the Township. This Undertaking shall be enforceable by the beneficial owner of the Bonds or by the Purchaser(s) on behalf of such beneficial owner (provided that the Purchaser(s) right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Township to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Treasurer and Clerk, and the Township Treasurer or Clerk or Clerk, or other officer of the County or the Township charged with the responsibility for issuing the Bonds, shall, if necessary, provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County and Township's Undertaking.

23. Miscellaneous.

a. Effective Date. This Contract shall become effective after approval by the legislative body of the Township and by the Board of Commissioners of the County, and execution by the authorized officials of the parties. It shall terminate 30 years from its date or upon the earlier payment in full of all principal of, premium, if any, and interest on the Bonds, at which time the full right, title and ownership to the Project shall revert to the Township. The County shall take any and all necessary actions to fully transfer ownership of the Project to

the Township, at no cost to the Township, upon the termination of this Contract.

b. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

c. Contingency. This Contract is contingent upon the County issuing its Bonds to defray the cost of acquiring and constructing the Project, and nothing contained in this Contract shall require the County to acquire or construct the Project if it is unable, after use of its best efforts, to sell the Bonds to finance the same.

d. Governing Law. This Contract shall be interpreted under the laws of the State of Michigan.

e. Authority. Each party warrants and represents that the execution and performance of this Contract have been duly authorized by all necessary action and do not contravene any policy, resolution or controlling rule.

f. Entire Agreement. This Agreement sets forth the entire agreement between the County and the Township with respect to the subject matter of this Contract.

g. Captions and Bylines. The captions and bylines used in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

h. Use of the Singular. The use in this Contract of the singular shall be deemed to be and include the plural (and vice versa) where applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

TOWNSHIP OF DENMARK

COUNTY OF TUSCOLA

By Its Board of Public Works

By: _____
Its: Supervisor

By: _____
Its: Chairman

By: _____
Its: Clerk

By: _____
Its: Secretary

las.r2-tus34

EXHIBIT A - PROJECT DESCRIPTION

Project Description

The project would be an extension from the Reese Blumfield Water Authority into portions of the township surrounding Reese Village adding approximately 15 miles of water main to the existing system in the north west section of the township.

PLEASE SEE ATTACHED MAP AND ITEMIZED DESCRIPTION

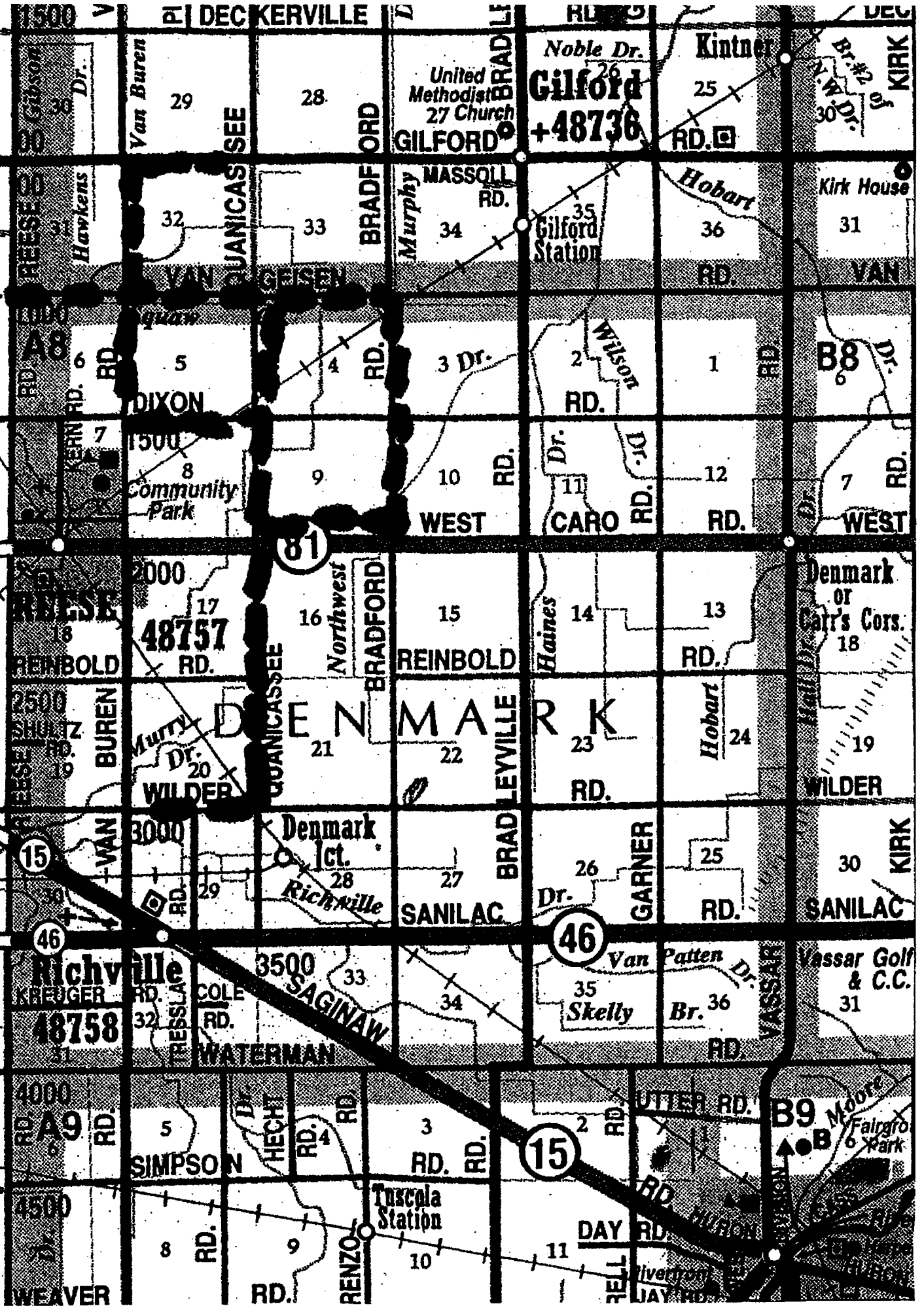
Cost Estimates

| | |
|--|---------------------------|
| Construction, Engineering and Financing Costs | Not To Exceed \$3,500,000 |
| Total Bond Issue Size: | Not to exceed \$3,000,000 |

Las.r2-tus34

CO. BAY

12N
8



United Methodist
27 Church
GILFORD

Noble Dr.
26
Gilford
+48736

2000
17
48757
RD.

3500
Nichville
48758

Denmark
Ict.
Richville

Vassar Golf
& C.C.
31

Tuscola
Station

Fairgro
Park

| ITEM | PAY UNIT | QUANTITY |
|--|----------|----------|
| Mobilization, Max. _____ | Lsum | 1 |
| Tree, Rem, 19 inch to 36 inch | Ea | 7 |
| Tree, Rem, 37 inch or larger | Ea | 1 |
| Tree, Rem, 6 inch to 18 inch | Ea | 11 |
| Dr Structure, Rem | Ea | 3 |
| Sewer, Rem, Less than 24 inch | Ft | 100 |
| Culv, Rem, Less than 24 inch | Ea | 11 |
| Remove and Replace Pavement | Syd | 384 |
| _ Driveway, Rem, Modified | Syd | 3804 |
| _ Subgrade Undercutting, Type II, Modified | Cyd | 100 |
| Erosion Control, Inlet Protection, Fabric Drop | Ea | 10 |
| Erosion Control, Silt Fence | Ft | 5000 |
| Subbase, CIP | Cyd | 630 |
| Maintenance Gravel, LM | Cyd | 1000 |
| Shoulder, CI III, 6 inch | Syd | 2000 |
| Culv End Sect, Metal, 12 inch | Ea | 92 |
| Culv, CI A, SLCPP, 12 inch | Ft | 1460 |
| _ Repair Existing Sewer Service, Modified | Ft | 250 |
| _ Driveway, Nonreinf Conc, 6 inch, Modified | Syd | 554 |
| HMA Approach, Modified | Ton | 43 |
| Approach, CI III, CIP | Cyd | 1414.2 |
| Barricade, Type III, High Intensity, Lighted, Furn | Ea | 6 |
| Barricade, Type III, High Intensity, Lighted, Oper | Ea | 6 |
| Dust Palliative, Applied | Ton | 5 |
| Flag Control | Lsum | 1 |
| Minor Traf Devices | Lsum | 1 |
| Plastic Drum, High Intensity, Furn | Ea | 50 |
| Plastic Drum, High Intensity, Oper | Ea | 50 |
| Sign, Type B, Temp, Furn | Sft | 480 |
| Sign, Type B, Temp, Oper | Sft | 480 |
| Mulch Blanket, High Velocity | Syd | 5000 |
| _ Slope Restoration, Modified | Syd | 55000 |
| Monument Box | Ea | 5 |
| Monument Preservation | Ea | 5 |
| Water Main, C909 PVC, 6 inch, Directionally Drilled | Ft | 58 |
| Water Main, C909 PVC, 8 inch, Tr Det F | Ft | 46000 |
| Water Main, C909 PVC, 8 inch, Tr Det G | Ft | 2839 |
| Water Main, C900 PVC, 8 inch, Directionally Drilled | Ft | 2668 |
| Water Main, C909 PVC, 8 inch, Jacked and Bored | Ft | 433 |
| Water Main, C909 PVC, 12 inch Tr Det F | Ft | 22549 |
| Water Main, C909 PVC, 12 inch Tr Det G | Ft | 5352 |
| Water Main, C909 PVC, 12 inch, Directionally Drilled | Ft | 1591 |
| Water Main, C909 PVC, 12 inch, Jacked and Bored | Ft | 113 |
| Gate Valve and Box, 6 inch | Ea | 1 |
| Gate Valve and Box, 8 inch | Ea | 24 |
| Gate Valve and Box, 12 inch | Ea | 15 |
| _ Hydrant and Valve Assembly, Modified | Ea | 77 |
| _ Copper Water Service, 1 inch | Ft | 7058 |
| _ Copper Water Service, 1 1/2 inch | Ft | 21 |
| Curb Stop & Box | Ea | 158 |
| _ Corporation & Tap, 1 inch | Ea | 157 |

_ Corporation & Tap, 1 1/2 inch
_ Connect to Existing Water Main
_ Testing and Chlorination

Ea 1
Ea 4
Lsum 1

2011 TAX RATE REQUEST (This form must be completed and submitted on or before October 1, 2011)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

| | | | |
|-----------------------|---------|---|---------------|
| County | Tuscola | 2011 Taxable value as of Final State Equalization, towards the end of May | 1,381,230,833 |
| Local Government Unit | County | For LOCAL School Districts, 2011 Taxable value of NON-Homestead and Non-Qualified Agricultural Properties if a millage is Levied Against Them | |

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.
 The following tax rates have been authorized for levy on the 2011 tax roll

| | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) |
|----------|-----------------------|------------------|---------------|---|--|--|--|---|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Source | Purpose of Millage | Date of Election | Charter, etc. | Millage Authorized by Election, Charter, etc. | 2010 Millage Rate Permanently Reduced by MCL 211.34d | 2011 Current Year Millage Reduction Fraction | 2011 Millage Rate Permanently Reduced by MCL 211.34d | 2011 Sec 211.34 Millage Rollback Fraction | 2011 Maximum Allowable Millage Levy * | Millage Requested to be Levied July 1 | Millage Requested to be Levied Dec. 1 | Expiration Date of Millage Authorized |
| Alloc | Operating | Nov-64 | | 4.2000 | 3.9141 | 1.0000 | 3.9141 | 1.0000 | 3.9141 | 3.9141 | | frozen |
| Sp Voted | Bridge/Streets | Aug-08 | | 0.4807 | 0.4807 | 1.0000 | 0.4807 | 1.0000 | 0.4807 | | 0.4807 | Dec-15 |
| Sp Voted | Senior Citizens | Aug-10 | | 0.2000 | 0.2000 | 1.0000 | 0.2000 | 1.0000 | 0.2000 | | 0.2000 | Dec-17 |
| Sp Voted | Medical Care | Aug-08 | | 0.2500 | 0.2500 | 1.0000 | 0.2500 | 1.0000 | 0.2500 | | 0.2500 | Dec-18 |
| Sp Voted | Road Patrol | Aug-10 | | 0.9000 | 0.9000 | 1.0000 | 0.9000 | 1.0000 | 0.9000 | | 0.9000 | Dec-17 |
| Sp Voted | Roads/Streets | Aug-08 | | 0.9657 | 0.9657 | 1.0000 | 0.9657 | 1.0000 | 0.9657 | | 0.9657 | Dec-15 |
| Sp Voted | Mosquito | Jan-08 | | 0.6316 | 0.6316 | 1.0000 | 0.6316 | 1.0000 | 0.6316 | | 0.6316 | Dec-13 |
| Sp Voted | Recycling | Aug-08 | | 0.1500 | 0.1500 | 1.0000 | 0.1500 | 1.0000 | 0.1500 | | 0.1500 | Dec-16 |
| Sp Voted | MCF Construction Debt | Aug-02 | | 1.0000 | 1.0000 | 1.0000 | 1.0000 | 1.0000 | 1.0000 | | 1.0000 | Dec-16 |

Prepared by: **Walt Schlichting** Title: **Equalization Director** Date: **5/19/2011**

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.246 and 211.34 for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage. 380.1211(3)

Clerk
 Secretary
 Chairperson
 President
 Signature: _____ Type Name: **Margie White** Date: _____
 Signature: _____ Type Name: **Thom Bardwell** Date: _____

* Under Taxation MCL Section 211.246, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The maximum authorized rate of MCL 211.246 must be met prior to levying an operating levy, which is less than the base tax rate but not larger than the rate in column 9.

DRAFT
Tuscola County Board of Commissioners
Committee of the Whole Minutes
Thursday, May 12, 2011
HH Purdy Building
125 W. Lincoln, Caro, MI
10:46 a.m.

Commissioners present: Allen, Bardwell, Kern, Petzold, Peterson. Also present: Mike Hoagland, Mike Miller, Karen Vogt, Margie White, Mary Drier, Ione Vyse, Dan Grimshaw, Pat Donovan-Gray

Finance

Office Space Project Request for Information – budget overrun is not as high as was depicted in a recent news article

County Treasurer Investment Report – the Treasurer made the presentation

Update Regarding Proposed State Budget Cuts Impacting Counties

County Hiring Freeze – Reducing Cost Through Attrition – a list is being developed of potential retirements

Friend of the Court and Circuit/Family Court Staffing Plan Karen Vogt was appointed as temporary Court Administrator. She is to provide a copy of her job description. Mike Hoagland and two other individuals to draft a letter to the judge requesting clarification of positions, keeping in mind the importance of staying within the budget.

Special Revenue Fund Follow-Up Budget Amendments - Second line of 215 to be crossed off.

Review of Second Deferred Compensation Program - Right now with Great West. Talking with Nation Wise. Do we want to offer a second choice? Mr. Bardwell recommends giving employees a second choice (see Consent Agenda resolution)

Determining Wind Energy Revenue Potential - Mike contacting energy companies to see what revenue to expect in the future.

Thumb Regional Renewable Energy Collaborative- Senator Green to be at meeting on Monday at Rawson Memorial Library. Taxes on wind energy may change. Mike Hoagland to be at meeting.

Grant to Review Computer System Security Computer people working with John Michael in Saginaw. Grant hires people to come in and break the system to see where we have problems. Computer people working on this.

Secondary/On-Going Finance Items

1. Treasurer Bank Statement
2. Circuit Court Collections Plan - Once court administrator is established. We have to see where we are at financially, building projects etc., before getting a collection officer.
3. Development of State Recommended County Financial Information

4. Cellular Telephones
5. Road Commission Contracting with Sheriff Department for Weigh Master Functions
6. Economic Development Alternatives
7. BC/BS Lawsuit

Personnel

Appointment to Airport Zoning Board of Appeals: Need 5 individuals. The following individual recommended to serve on the Airport Zoning Board of Appeals: Jonathan Blasius, William Campbell, Donald Clinesmith, Paul Hoose, Keith Kosik (see Consent Agenda resolution)

Secondary/On-Going Personnel Items

1. Circuit/Family Court Personnel Policies
2. MERS Bridged Benefits Valuation
3. Labor Negotiations
4. New Hire Wage/Fringe Benefits
5. Medical Marijuana

Building and Grounds

Lawn/Snow Maintenance for State Police Post in Caro

Everything is on track. Friend of the Court is moved. Prosecutor's Office is to move a week from this coming weekend.

Correspondence/Other Business as Necessary

Medical Marijuana Inquiry to Local Units of Government Mike Hoagland to check which local governments have ordinances in place.

NACo Legislative Conference

Mr. Bardwell discussed the tour. He advised the Ethanol Plant dropped out and stated Pioneer sugar could possibly be added. It was mentioned that some of the organic farms (Findlay/ Montei) were a possibility. Mr. Bardwell advised that \$5,000.00 was needed from sponsors.

Public Comment Period – None

Meeting adjourned at 12:10 p.m.

Karen Mozden
Deputy Clerk

**Statutory Finance Committee Minutes
Thursday, May 12, 2011
HH Purdy Building
125 W. Lincoln St., Caro, MI**

Called to order: 12:10 p.m.

Commissioners present: Allen, Bardwell, Kern, Petzold, Peterson

Also present: Michael Hoagland, Karen Mozden

Claims and per diems were reviewed and approved

Public Comment - none

Meeting adjourned at 12:16 p.m.

Karen Mozden
Deputy Clerk

April 28, 2011

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, April 28, 2011 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zaverucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.
Also Present: County Commissioner Roy Petzold

Motion by Parsell seconded by Zwerk that the minutes of the April 14, 2011 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$99,336.81 and bills in the amount of \$281,368.06 covered by voucher #11-16 were presented and audited.

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

Brief Public Comment Segment:
None.

Motion by Laurie seconded by Parsell that the following resolution be adopted:

RESOLUTION

WHEREAS, Charles Dennis has given over twenty-three years of loyal service to the Tuscola County Road Commission beginning his career on November 23, 1987, and

WHEREAS, during these many years Charlie has been a dedicated, hard working and loyal employee. Charlie has performed his job in a professional manner and was always dependable during his years of serving the public, and

WHEREAS, his attitude and dedication has earned him respect and admiration of all his co-workers. Charlie will be greatly missed by his fellow employees and associates of the Tuscola County Road Commission, all of whom wish him much happiness in his retirement.

THEREFORE, BE IT RESOLVED, that this Tuscola County Board of Road Commissioners acknowledges its debt and gratitude to Charles Dennis.

BE IT FURTHER RESOLVED, that this resolution be spread upon the official records of the Tuscola County Road Commission and that on behalf of the Citizens of Tuscola County we thank you.

Sheridan, Matuszak, Zwerk, Parsell, Laurie – Carried.

Management and the Board further discussed plans for replacing the Weighmaster position with the upcoming retirement of current Road Commission Weighmaster Richard Letts. The Board reviewed the proposed agreement from the Tuscola County Sheriff's Department and reviewed Road Commission Weighmaster Agreements from

Huron County and Sanilac County. The Board also reviewed the current expenses of the position including wages, benefits, vehicle, and equipment. After review and further discussion, the Board requested that Commissioner Matuszak contact the Michigan State Police as an option for contracting the Weighmaster position.

At 8:30 A.M. the following bids were opened for the 2011 Furnishing & Placing Crushed Limestone and/or Crushed Gravel:

| <u>Item No.</u> | <u>Location</u> | <u>Burroughs Materials</u> | <u>Fisher Transportation</u> | <u>Wirt Stone Dock</u> | <u>Albrecht Sand & Gravel</u> |
|-------------------------|-------------------|--------------------------------|----------------------------------|----------------------------|---------------------------------------|
| 2011 CRUSHED LIMESTONE: | | | | | |
| 1. | Stockpile Akron | \$ 9,075.00 | \$ 10,755.00 | \$ 9,885.00 | \$ 10,875.00 |
| 2. | Stockpile DNR | 8,737.50 | 10,935.00 | 9,885.00 | 10,582.50 |
| 3. | Hoppe Rd. | 19,275.00 | 26,160.00 | 21,270.00 | 27,360.00 |
| 4. | Hoppe Rd. | 19,200.00 | 26,160.00 | 21,270.00 | 27,120.00 |
| 5. | Kirk Rd. | 19,800.00 | 25,650.00 | 20,460.00 | 27,585.00 |
| 6. | Randall Rd. | 4,716.00 | 6,242.40 | 5,104.80 | 7,596.00 |
| 7. | Thomas Rd. | 19,725.00 | 25,650.00 | 20,460.00 | 28,020.00 |
| 8. | Thomas Rd. | 19,650.00 | 25,650.00 | 20,460.00 | 27,780.00 |
| 9. | Tobias Rd. | 9,825.00 | 13,005.00 | 10,635.00 | 14,865.00 |
| 10. | Stockpile Colling | 17,325.00 | 22,050.00 | 20,775.00 | 21,750.00 |
| 11. | McGregory Rd. | 19,350.00 | 27,450.00 | 23,100.00 | 29,730.00 |
| 12. | Jacob Rd. | 28,237.50 | 41,985.00 | 34,650.00 | 42,255.00 |
| 13. | Elmwood Rd. | 18,864.00 | 26,870.40 | 22,176.00 | 28,627.20 |
| 14. | Elmwood Rd. | 31,625.00 | 46,650.00 | 38,500.00 | 49,275.00 |
| 15. | Elmwood Rd. | 31,625.00 | 46,650.00 | 39,850.00 | 49,525.00 |
| 16. | Darbee Rd. | 19,725.00 | 25,110.00 | 19,635.00 | 27,255.00 |
| 17. | Quanicassee Rd. | 26,000.00 | 33,480.00 | 27,280.00 | 36,480.00 |
| 18. | White Creek Rd. | 39,000.00 | 49,650.00 | 42,550.00 | 47,250.00 |

Motion by Parsell seconded by Zwerk that the bids for the 2011 Furnishing & Placing Crushed Limestone and/or Crushed Gravel be accepted, tabulated, and referred to the Township Boards for approval. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that bid items #12 and #13 for Arbela Township, bid item #40 for Wells Township, bid items #27 and #29 for Juniata Township, bid item #25 for Gilford Township, bid item #14 for Columbia Township, bid item #39 for Watertown Township, bid items #5, #6, #7, and #8 for Akron Township, and bid items #33 and #36 for Tuscola Township of the 2011 bituminous resurfacing bids be awarded to the low bidder, Saginaw Asphalt Paving Company; and that bid item #17 for Denmark Township of the 2011 bituminous resurfacing bids be awarded to the low bidder, Albrecht Sand & Gravel Company; and that bid item #28 for Juniata Township of the 2011 bituminous resurfacing bids be awarded to the low bidder, Pyramid Paving Company. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Management and the Board reviewed a proposed agenda for the upcoming Township Supervisors and Commissioners meetings.

Commissioner Parsell gave a report of the recent County Road Association of Michigan's annual Commissioners Seminar.

Mr. Brian Cote' and Mr. John O'Connor with Cadillac Insurance Center appeared before the Board to review and discuss the Road Commission's group health insurance plan. After a presentation and discussion, the Board requests that Director of Finance Tuckey create a summary report comparing all the proposals received for the Road Commission's group health insurance plan.

Motion by Gary Parsell seconded by Mike Zwerk to authorize Chairman John Laurie and Vice Chairman Gary Parsell to sign the Michigan Department of Transportation Contract #11-5191 for the asphalt resurfacing and all together with necessary related work along Colling Road from Deckerville Road to M-24 and along Colling Road from Gilford Road to Deckerville Road. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

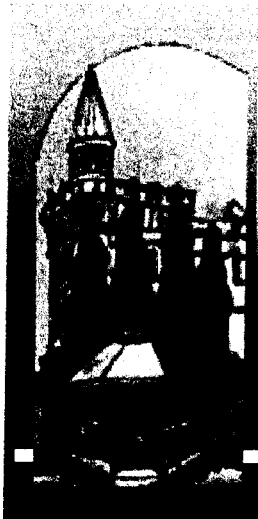
Motion by Julie Matuszak seconded by Pat Sheridan to authorize Chairman John Laurie and Vice Chairman Gary Parsell to sign the Michigan Department of Transportation Contract #11-5261 for the sign post delineation work at various intersections countywide. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan to approve the request from Saginaw Asphalt Paving Company to use an alternate asphalt mix on the leveling course for the awarded bid item #4 of the 2011 bituminous resurfacing bids for primary roads. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the meeting be adjourned at 11:20 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board



Welcome to CASS CITY

NOTICE OF PUBLIC HEARING

Having received a request Walbro Engine Management, LLC, 6242 Garfield Avenue, Cass City, MI for the approval of an Industrial Facilities Tax Exemption Certificate on new equipment and building improvements:

The Cass City Village Council will be holding a Public Hearing
at the Municipal Building,
6506 Main Street, Cass City, Michigan, on
Tuesday, May 31, 2011 at 4:00 p.m.

The Public is invited to attend.

Nanette S. Walsh, CMC, CPFA

I hereby certify that the foregoing is a true and complete copy of a notice published in the Cass City Chronicle in the May 17, 2011 issue and mailed by first class mail to the following on May 18, 2010:

Dale McIntosh, Elkland Township Treasurer
Rawson Memorial Library, Cass City, MI
Dan Erla, Elkland Township Supervisor
Doug Powers, Landmark Appraisal

Patricia Donovan-Gray, Tuscola County Treasurer
Tuscola Intermediate School District
Cass City Public Schools
Lesa Ellicott, Walbro EngineMgt, LLC



*Welcome to
CASS CITY, Michigan*

AGENDA

May 31, 2011

Special Meeting – 4:00 P.M.

- Call to Order
- Roll Call
- Public Hearing
 - To Discuss the request for an Industrial Facilities Tax Exemption Certificate for Walbro Engine Management, LLC
- Citizen Forum
- Budget and Finance Committee
 - To approve an IFT Exemption Certificate for Walbro Engine Management, LLC
- Public Services Committee
- Personnel and Public Safety Committee
- Parks and Recreation Committee
- Communications
- Other Business
- Citizen Forum
- Adjournment

Cass City Village Council
PUBLIC NOTICE

A Special Meeting of the Cass City Village Council has been scheduled at
The Cass City Municipal Building,
6506 Main Street, Cass City, Michigan,

Tuesday, May 31, 2011 at 4:00 P.M.

**And shall hold a Public Hearing at 4:00 p.m.
To consider a request from
Walbro Engine Management, LLC
For approval of an Industrial Tax Exemption (IFT) Certificate for
equipment and building improvements.**

And any other business to come before the Village Council.

The Public is invited to attend.

**Nanette S. Walsh
Clerk/Treasurer**

**Village of Cass City
Request for IFT Review Committee
May 11, 2011**

On May 11, 2011, at 4:00 p.m., the Cass City Industrial Facilities Tax Exemption Review Committee met in the Cass City Municipal Building, Council Chambers. Members present were Jim Heiser, Carl Palmateer, Peter Cristiano, and Bert Althaver. Also present were Roy Greenwood, Lesa Ellicott and Mark Kussrow, Walbro Engine Management, LLC, and Nanette Walsh, Clerk/Treasurer.

Mr. Greenwood and Ms. Ellicott did a brief overview of the request for Industrial Facilities Tax Exemption Certificate for Walbro Engine Management, LLC. Walbro intends to purchase its fourth Blow Mold Machine, and make building improvements to accommodate the equipment. Estimated investment is expected to be \$ 5,114,600.

MOTION by Althaver, Supported by Heiser, to recommend to the Cass City Village Council to set a Public Hearing of the Cass City Village Council to discuss the requested Industrial Facilities Tax Exemption Certificate for Walbro Engine Management, LLC. Motion Carried. 3-0.

President Palmateer set a Special Meeting to be held on Monday, May 16, 2011 at 4:00 p.m. to receive the recommendation and request a Public Hearing at a proposed Special Meeting on May 31, 2011 at 4:00 p.m., and instructed the Clerk/Treasurer to post, publish and send notifications to local taxing authorities of the requested IFT for Walbro Engine Management.

Meeting adjourned at 4:45 p.m.

Nanette S. Walsh, CMC
Clerk/Treasurer



**Walbro
Engine
Management**

6242 GARFIELD STREET
CASS CITY, MICHIGAN 48726-1325
TELEPHONE (517) 872-2131
FAX (517) 872-3090

5/4/11

Village of Cass City
c/o Peter Cristiano, Village Manager
6506 Main Street
Cass City, MI 48726

Dear Peter Cristiano:

Please consider this letter as further explanation regarding our requested tax abatement for \$5,114,600. Primarily, this abatement is for our 4th Blow Mold machine for our Cass City facility. With this added machine, we also need to increase the size of our building to allow for both more production and more storage space as well. This is also part of the abatement.

Walbro Engine Management has been in Cass City for over 50 years and your continued support is appreciated. With this abatement we also expect to create 10 new jobs at our facility. With our last abatement we stated an increase of 15 jobs and we have created 34 in Blow Molding. We hope to again exceed the number of jobs created, but are confident in our ability to create 10 new jobs.

Thank you, in advance, for your consideration and approval of the 12-year tax abatement that is requested.

Sincerely,

A handwritten signature in cursive script that reads "Lesa Ellicott".

Lesa Ellicott
Controller
Walbro Engine Management

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

| | |
|---|---|
| To be completed by Clerk of Local Government Unit | |
| Signature of Clerk <i>M. Walsh</i> | Date received by Local Unit <i>May 5, 2011</i> |
| Application Number | Date Received by STC |

APPLICANT INFORMATION

All boxes must be completed.

| | | | |
|--|--|--|---------------------------------|
| 1a. Company Name (Applicant must be the occupant/operator of the facility) Walbro Engine Management, LLC | | 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3592,3714 | |
| 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6242 Garfield Avenue | | 1d. City/Township/Village (indicate which) Cass City, Village | 1e. County Tuscola |
| 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9)) | | 3a. School District where facility is located Cass City | 3b. School Code 79030 |
| | | 4. Amount of years requested for exemption (1-12 Years) 12 | |

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

This exemption is requested to purchase a blowmolding machine, building expansion, and accessories to manufacture multilayer fuel tanks that will be molded and assembled in our facility.

| | |
|---|-----------------------|
| 6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. | \$583,000.00 |
| 6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total | \$4,531,600.00 |
| 6c. Total Project Costs * Round Costs to Nearest Dollar | \$5,114,600.00 |
| Total of Real & Personal Costs | |

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

| | Begin Date (M/D/Y) | End Date (M/D/Y) | |
|--------------------------------|--------------------|------------------|---|
| Real Property Improvements | _____ | 12/31/11 | <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased |
| Personal Property Improvements | _____ | 12/31/12 | <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased |

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

| | |
|---|--|
| 9. No. of existing jobs at this facility that will be retained as a result of this project. | 10. No. of new jobs at this facility expected to create within 2 years of completion. 10 |
|---|--|

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

| | |
|--|-------|
| a. TV of Real Property (excluding land) | _____ |
| b. TV of Personal Property (excluding inventory) | _____ |
| c. Total TV | _____ |

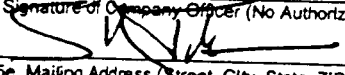
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

| | |
|--|---|
| 12b. Date district was established by local government unit (contact local unit) 4/15/02 | 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|--|---|

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

| | | | |
|---|---|---|--|
| 13a. Preparer Name Lesla Ellicott | 13b. Telephone Number (989) 872-7320 | 13c. Fax Number (989) 872-1135 | 13d. E-mail Address lellicot@walbro.com |
| 14a. Name of Contact Person Lesla Ellicott | 14b. Telephone Number (989) 872-7320 | 14c. Fax Number (989) 872-1135 | 14d. E-mail Address lellicot@walbro.com |
| ▶ 15a. Name of Company Officer (No Authorized Agents) Steve Thomson | | | |
| 15b. Signature of Company Officer (No Authorized Agents)  | | 15c. Fax Number (520) 229-5637 | 15d. Date 5/2/11 |
| ▶ 15e. Mailing Address (Street, City, State, ZIP Code) 7400 North Oracle Rd, Suite 310, Tucson AZ 85704 | | 15f. Telephone Number (520) 229-5632 | 15g. E-mail Address sthomson@walbro.com |

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

| | |
|--|---|
| ▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying) | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) |
| 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. | |
| 16c. LUCI Code | 16d. School Code |
| 17. Name of Local Government Body | ▶ 18. Date of Resolution Approving/Denying this Application |

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

| | | |
|--|--------------------|---------------------|
| 19a. Signature of Clerk | 19b. Name of Clerk | 19c. E-mail Address |
| 19d. Clerk's Mailing Address (Street, City, State, ZIP Code) | | |
| 19e. Telephone Number | 19f. Fax Number | |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

| STC USE ONLY | | | | |
|--------------|-------------------|-----------------------|-----------------|---------------------|
| ▶ LUCI Code | ▶ Begin Date Real | ▶ Begin Date Personal | ▶ End Date Real | ▶ End Date Personal |

Equipment List 2011 Abatement

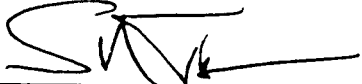
| Description | Amount | Begin Date | Installation Date |
|---|--------------|------------|-------------------|
| Lathe (GTG) | \$ 24,500 | 5/1/2011 | 7/1/2011 |
| GTG Equipment | \$ 200,000 | 1/1/2012 | 12/31/2012 |
| Bagger Aftermarket kit | \$ 30,000 | 8/1/2011 | 12/31/2011 |
| Blow Mold Machine | \$ 2,750,000 | 5/1/2011 | 12/31/2011 |
| BM Building expansion/alterations/ storage/ sprinklers | \$ 553,000 | 5/1/2011 | 12/31/2011 |
| Visual Management system | \$ 37,500 | 6/1/2011 | 12/31/2011 |
| CMM scanning head | \$ 15,000 | 5/1/2011 | 12/31/2011 |
| moisture content/melt flow analysis | \$ 10,000 | 5/1/2011 | 12/31/2011 |
| Toolong replacements | \$ 30,000 | 6/1/2011 | 12/31/2011 |
| hot plate welding | \$ 5,000 | 5/1/2011 | 12/31/2011 |
| boroscope w/ camera | \$ 12,000 | 7/1/2011 | 12/31/2011 |
| tank program launch equipment | \$ 427,600 | 5/1/2011 | 12/31/2011 |
| WASP | \$ 590,000 | 5/1/2011 | 12/31/2011 |
| Tank router | \$ 150,000 | 5/1/2011 | 12/31/2011 |
| Assembly Equipment | \$ 250,000 | 1/1/2012 | 12/31/2012 |
| Network and phone upgrades | \$ 30,000 | 5/1/2011 | 12/31/2011 |
| Grand Total | \$ 5,114,600 | | |

| | |
|---------------------|----|
| HEADCOUNT ADDITIONS | 10 |
|---------------------|----|

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATION
AGREEMENT

The approval by the Village of Cass City (hereinafter referred to as the "local unit") of the application for an Industrial Facilities Exemption Certificate as filed by Walbro Engine Management thereafter referred to as the "applicant") is mutually agreed to be subject to the following conditions:

1. Within ninety days of completion of the project for which abatement is granted, not less than 1 job will be created by the applicant. If this condition is not met, the local unit shall consider revocation of the exemption certificate.
2. Within ninety days of completion of the project, the applicant shall provide the local unit with the actual costs of the improvements. If these costs are less than the estimated cost by more than 20 % of the total project, the local unit shall consider modification of the exemption certificate.
3. The applicant shall remain within the local unit during the period of time for which the abatement has been approved. If the applicant relocates within this period of time, the applicant shall pay to the affected taxing units an amount equal to those taxes it would have paid had the abatement not been in effect.
4. No payment of any kind in excess of the fee allowed by P.A. 198 has been made or promised in exchange for favorable consideration of this exemption application.



Applicant

5/2/11

Date

Local Unit

Date

**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES**


In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether the be referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Twp/Village of: _____

Signed _____
Print Name _____
Title _____
Dated _____

Applicant: Walbro Engine Management, LLC

Signed  _____
Print Name Steve Thomson
Title Vice President & Chief Financial Officer
Dated 5/2/11

Tuscola County Health Department
Board of Commissioners Monthly Report for May 2011
Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer
Visit our website at www.tchd.us

8

Outcomes for the Month:

- The Health Department worked very closely with the Michigan Department of Community Health - Toxicology Division, Tuscola County Controller, Recycling, Local Fire and Law Enforcement and the Environmental Protection Agency on a Mercury spill in a residence in Caro, MI. This investigation has not yet been closed. Incident Command Structure was used throughout the incident.

Issues under consideration by the Local Health Department:

- The Health Department has been informed that we will receive a 5% cut in our Emergency Preparedness funds. The cut will include the last 2 months of FY10-11 (August and September) and the first 10 months of FY11-12. Funding that is cut for August and September 2011 will not be pulled back until October 2011. We are still awaiting notification of the other proposed cuts to Family Planning, Essential Local Public Health Services and Tobacco and Breast and Cervical.
- The Michigan Department of Community Health is now handling all billing claims for the Breast and Cervical Cancer Control Program. They have terminated their agreement with Health Advantage. We do not know if this will have any impact upon payment.
- Michigan Department of Community Health has provided us with notice that as of October 1, 2011, they will no longer be supporting the regional lab structure. This means that the Health Department will have to apply for its own CLIA Lab Certificate for waived services. Waived means that the tests are automated by machine and there is very little room for human error in processing the specimens. We are responsible for ensuring that the machines are functioning at their optimum performance and that the employees who run the tests are competent in performing the tests. Dr. Bush, Medical Director, will act as our Laboratory Director.

Issues to be brought to Board of Commissioners:

- Acknowledgement of the FY09-10 Tuscola County Health Department Annual Report.

#9

Tuscola County Recycling Advisory Committee

Tod Fackler
Chairperson
989-823-7831
TodFackler@sbcglobal.net

Sharon Mika
Vice Chairman
989-673-6956
mantooth@centurytel.net

Kate Neese
Recycling Coordinator
989-672-1673
recycle@tuscolacounty.org

February 3, 2011 Meeting Minutes

MEMBERS PRESENT: Jim McMinn, Sharon Mika, Tod Fackler, Don Duggar, Jane Ryba & Norma Wallace

MEMBERS EXCUSED: Patricia Frazer

OTHERS PRESENT: Commissioner Roy Petzold, Kate Neese; Tuscola County Recycling Coordinator, Frank Kieltyka and John Ryba

Tod Fackler called the meeting to order at 4:37pm and Kate Neese took roll.

The minutes from the December 2, 2010 meeting were reviewed. Ms. Mika moved to accept the minutes as corrected and Mr. McMinn seconded the motion. The motion carried.

Public Comment was allowed at this time. The public had no comments.

Ms. Neese reviewed some program updates at this time. She stated the satellite tire collections are moving forward already this year and to date eight municipalities have expressed an interest in hosting a collection. Interested municipalities have until March 31st to contact the Recycling Center to express an interest in hosting an event. The Center will be coordinating, promoting and publicizing these events as they are scheduled. The satellite tire collection is limited to just ten events per year.

Ms. Neese informed the Committee that the tentative date for the spring Household Hazardous Waste collection will be Saturday May 7th. This date will be confirmed soon and publicizing will begin shortly.

It was at this time that Ms. Neese informed that Committee that she had submitted her two week notice and that her last day of work with Tuscola County will be Tuesday February 15th. She distributed her letter of resignation for the Committee to review. Mr. Duggar moved to accept the resignation with much regret and Ms. Mika seconded the motion. The motion carried. Discussion was held in regards to the Committee's role in administration of the department. The Committee feels that these kinds of decisions must be left up to the Tuscola County Controller and the Director of Human Resources. Discussion was also held in regards to Tuscola County working cooperatively with surrounding counties much like our current Equalization Department. Ms. Neese noted that Tuscola County has always been the main environmental contact for all of the surrounding counties as it was the only county with such a large and progressive recycling program.

Ms. Neese distributed the Environmental Education Reports for 2010 and reminded the Committee that these documents will also be included in the Annual Report.

The 6 Year Projected Budget scenario was reviewed and discussed at this time. Ms. Neese is continuously working on these documents to give the Committee the most accurate projections possible. It was noted that the cost of a new roof was added to the "Equipment Capital Outlay" budget line and there has been a dramatic decrease in the cost of health insurance and ewaste recycling. Discussion was held.

The "Goals & Objectives" sheet was reviewed again. The Committee agreed to take no action on this item until the new Recycling Coordinator has been hired.

New Business was discussed at this time. Ms. Neese distributed the Cost Analysis spreadsheets for the month of January. Discussion was held and the Committee asked Ms. Neese to create a third spreadsheet in order to keep the maintenance functions separate from the recycling functions.

The current Sale of Material and Diversion reports for 2010 and 2011 were reviewed. Ms. Neese stated that the 2010 reports will be finalized by the April 7th meeting. Budget Status Report was distributed and reviewed. There was no Budget Status Report for 2011 as of this date. Budget Status Reports can be found online at www.tuscolacounty.org/finreports/ under "Monthly Budgetary Status Reports".

Mr. Duggar explained that the state has once again prompted County's to review their Solid Waste Management Plans. The Board of Public Works is the point of contact for the update and the County will have to designate a fourteen person planning committee if the State mandates an update. There is no such mandate at this time. He went on to explain that he continues to ask the Board of Commissioners to designate \$10,000 each year for the plan update. The Board of Public Works has reviewed the information as of this date has taken no action.

Time was given again for additional public comment. Mr. Ryba asked about the recyclability of odd numbered plastics. He also asked if there was a roadside tire pick up program within the County. Discussion was held again in regards to the upcoming free satellite tire collections.

Mr. Fackler adjourned the meeting at 6:00pm. The next meeting is April 7th at 4:30pm at the H. H. Purdy building located at 125 West Lincoln Street in Caro. All meetings are open to the public.



#10

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

KEITH CREAGH
DIRECTOR

May 13, 2011

John Schulz
John Schulz Farm
6066 French Road
Unionville, MI 48767

Dear Mr. Schulz:

On March 17, 2011, Mr. Tom Young from the Michigan Department of Agriculture & Rural Development (MDARD) visited your farm located at 6066 French Road, Unionville Michigan, to verify your farming operation through the Michigan Agriculture Environmental Assurance Program (MAEAP). This visit was made at your request to complete the verification requirements of the MAEAP Farmstead System.

After reviewing your Farmstead Improvement Action Plan and the required components of your Farm*A*Syst, MDARD staff has verified that you have met all of the requirements set forth by the MAEAP Farmstead System.

The MAEAP Farmstead System verification is valid for three years from the date of the farm visit. This verification is approved on the basis that you have disclosed to the best of your knowledge, all requested information pertaining to your Farmstead Improvement Action Plan. We understand that you intend to manage the Farmstead as reviewed and follow the applicable Generally Accepted Agricultural and Management Practices (GAAMPs). Changes in your farming operation may necessitate a review of your Farm*A*Syst. Verification in good standing is contingent on updates as necessary as conditions change on your farm as well as staying in compliance with applicable state and federal laws and following the practices you have outlined. Farms with livestock that expand must be verified through the Site Selection and Odor Control for New and Expanding Livestock Operations GAAMPs to remain in good standing as a MAEAP verified farm.

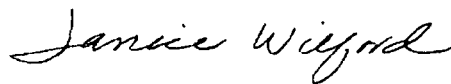
The MAEAP verification sign is available at cost from the Shiawassee Conservation District. Enclosed please find an Order Form and a list of MAEAP partners that are offering their members a rebate. We encourage you to display a sign proudly at your verified site as a sign of your commitment to agricultural pollution prevention and successful completion of the MAEAP Farmstead System requirements. If you received a sign at the time your facility was verified, you may use this form to order additional signs.

Mr. John Schulz
May 13, 2011
Page 2

Congratulations on your accomplishment. Your participation in MAEAP is proof that the combined efforts of committed individuals, organizations, and agencies can foster voluntary change in the agriculture industry.

If I can be of any assistance to you, please do not hesitate to contact me.

Sincerely,



Janice Wilford
Program Manager, MAEAP
(517) 241-4730

JSW:HC

Enclosures

cc: Mrs. Sally Zimmer, Columbia Township Clerk
Mr. Steve Schaub, MWSP Technician
Mrs. Delores Damm, Chair, Tuscola Conservation District
Mr. Thomas Bardwell, Chair, Tuscola County Board of Commissioners
Mr. Joe Bixler, District Extension Director
Senator Mike Green
Representative Kurt Damrow
Mr. Dan Wyant, Director, MDEQ
Mr. Keith Creagh, Director, MDARD
Mr. James Johnson, Environmental Stewardship Division Director, MDARD



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

KEITH CREAGH
DIRECTOR

May 13, 2011

John Schulz ✉
John Schulz Farm
6066 French Road
Unionville, MI 48767

Dear Mr. Schulz:

On March 25, 2011, Mr. Tom Young from the Michigan Department of Agriculture & Rural Development (MDARD) visited your farm located at 6066 French Road, Unionville, Michigan, to verify your farming operation through the Michigan Agriculture Environmental Assurance Program (MAEAP). This visit was made at your request to complete the verification requirements of the MAEAP **Cropping System**.

After reviewing your Cropping System Improvement Action Plan and the required components of your Crop*A*Syst, MDARD staff has verified that you have met all of the requirements set forth by the MAEAP Cropping System.

The MAEAP Cropping System verification is valid for three years from the date of the farm visit. This verification is approved on the basis that you have disclosed to the best of your knowledge, all requested information pertaining to your Cropping System Improvement Action Plan. We understand that you intend to manage your cropping operation as reviewed and follow the applicable Generally Accepted Agricultural and Management Practices (GAAMPs). Changes in your farming operation may necessitate a review of your Crop*A*Syst. Verification in good standing is contingent on updates as necessary as conditions change on your farm as well as staying in compliance with applicable state and federal laws and following the practices you have outlined. Farms with livestock that expand must be verified through the Site Selection and Odor Control for New and Expanding Livestock Operations GAAMPs to remain in good standing as a MAEAP verified farm.

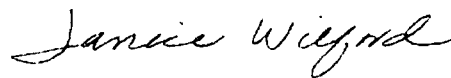
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John Schulz
May 13, 2011
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Mr. James Johnson, Environmental Stewardship Division Director, MDARD



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

KEITH CREAGH
DIRECTOR

May 13, 2011

Carl Bednarski †
Bednarski Farm Inc.
2740 W. Elmwood
Caro, MI 48723

Dear Mr. Bednarski:

On March 17, 2011, Mr. Tom Young from the Michigan Department of Agriculture & Rural Development (MDARD) visited your farm located at 60 W. Cass City Rd, Unionville Michigan, to verify your farming operation through the Michigan Agriculture Environmental Assurance Program (MAEAP). This visit was made at your request to complete the verification requirements of the MAEAP Farmstead System.

After reviewing your Farmstead Improvement Action Plan and the required components of your Farm*A*Syst, MDARD staff has verified that you have met all of the requirements set forth by the MAEAP Farmstead System.

The MAEAP Farmstead System verification is valid for three years from the date of the farm visit. This verification is approved on the basis that you have disclosed to the best of your knowledge, all requested information pertaining to your Farmstead Improvement Action Plan. We understand that you intend to manage the Farmstead as reviewed and follow the applicable Generally Accepted Agricultural and Management Practices (GAAMPs). Changes in your farming operation may necessitate a review of your Farm*A*Syst. Verification in good standing is contingent on updates as necessary as conditions change on your farm as well as staying in compliance with applicable state and federal laws and following the practices you have outlined. Farms with livestock that expand must be verified through the Site Selection and Odor Control for New and Expanding Livestock Operations GAAMPs to remain in good standing as a MAEAP verified farm.


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Mr. Carl Bednarski
May 13, 2011
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Program Manager, MAEAP
(517) 241-4730

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RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

KEITH CREAGH
DIRECTOR

May 13, 2011

Carl Bednarski
Bednarski Farm Inc.
2740 W. Elmwood
Caro, MI 48723

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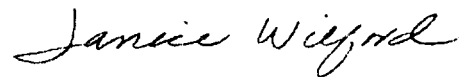
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May 13, 2011
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Mr. Keith Creagh, Director, MDARD
Mr. James Johnson, Environmental Stewardship Division Director, MDARD

HUMAN DEVELOPMENT COMMISSION

Board of Directors Meeting

May 18, 2011

3 p.m.

#11

PRESENT: Della Hammond, Chris Taylor, Tom Kern, Bob Wood, John Merriman, Grace Temple, Jamie Daws, George Loomis, Carl Holmes, Elmer Bussema, Ron Wruble, Steve Vaughan, Linda Jarvis, David Eady

ABSENT: Judge Kim Glaspie (excused), Al Long (excused), Bill Butler (excused), Cindy McDonnell (excused), John Espinoza (excused), Bob Sugden (excused), Jerry Peterson (excused)

STAFF: Lori Offenbecher, Brian Neuville, Becky Hassler, Wendy Falls, Peg Davy, Lori Ertman

Chairperson Hammond convened the meeting at 3 p.m. Roll was called and a quorum established. The Pledge of Allegiance and introduction of staff followed.

Motion by Bob Wood, seconded by George Loomis, to accept the April 20, 2011 Board of Director minutes as mailed. Motion carried.

TIME FOR PUBLIC - There were no comments from the public.

CHAIRPERSON'S REPORT

The Board Pass-Around Folder was distributed and contained; 1) cards for Bill Butler and Al Long who had both been diagnosed with cancer, 2) HDC Financial/Business Procedures Manual, 3) flyer denoting that agency staff assisted a customer with a transportation need with proceeds from their weekly Jean Day, and 4) notice from St. Elizabeth's Parish in Reese that they donated \$140 to Walk For Warmth.

It was noted that Bill Butler had recently been selected Metamora Citizen of the Year.

Chairperson Hammond apprised members that, in early June, an invitation would be sent to the Board requesting their attendance at the HDC Staff Picnic & Recognition scheduled for June 29, 11:30 a.m.-1 p.m., in Caro. Following the picnic lunch, the agency would be recognizing the 2010 Agency Achievers of the Year, Sandra Williamson of Caro and Betty Burton of Imlay City, in addition to staff who had reached service milestones.

She noted that staff had completed recommendations for revisions to the agency's current Personnel Policies and asked that John Merriman, Chair of the Personnel Committee, schedule a meeting in order that the Committee could review the recommendations.

Chairperson Hammond advised that the Bylaws/Membership Committee would meet on Thursday, June 9 at 3 p.m. for the purpose of discussing Board composition and membership.

Motion by John Merriman, seconded by Carl Holmes, to accept the Chairperson's Report as presented. Motion carried.

FINANCE REPORT

Mr. Neuville highlighted the March, 2011 Finance Report which reflected monthly expenditures of \$665,969 and a total budget of \$13.6 million.

Motion by Chris Taylor, seconded by Ron Wruble, to accept the Finance Report as presented. Motion carried.

EXECUTIVE & FINANCE/AUDIT COMMITTEE

Chairperson Hammond highlighted the minutes of the May 4 Committee meeting at which time the agency's Financial/Business Procedures Manual was presented for annual review. An outline of the recommended changes to the Manual was distributed to the Board.

Motion by Grace Temple, seconded by Jamie Daws, that the Financial/ Business Procedures Manual be approved as revised. Motion carried.

Additionally, the Committee reviewed the agency's cost allocation method which has been utilized since 1991.

Motion by John Merriman, seconded by Jamie Daws, that the agency's cost allocation method be accepted. Motion carried.

Members were also informed that bids for the agency's single audit would be let in June, with responses due by mid-July, in order that submissions could be reviewed by a sub-committee of the Executive & Finance/Audit Committee.

Motion by Bob Wood, seconded by Jamie Daws, to accept the Executive & Finance/Audit Committee minutes as presented. Motion carried.

PLANNING/EVALUATION COMMITTEE

In the absence of Mr. Peterson, Chairperson of the Committee, Mr. Holmes presented proposals which the agency wished to submit for funding.

Motion by Jamie Daws, seconded by George Loomis, to approve submission of the proposals as recommended by the Planning/ Evaluation Committee. Motion carried.

Members were apprised that the agency would receive; 1) up to \$28,000 from Dispute Resolution Education Resources, Inc. to provide services through the Michigan Agricultural Mediation Program services in FY 2011, 2) \$2,000 from the Greater Huron County United Way to support the Foster Grandparent Program, and 3) \$140 from the St. Elizabeth Parish in Reese for Walk For Warmth. In addition, the Tuscola County Community Foundation did not fund the agency's application for an accessible sandbox play space at Generations.

Motion by John Merriman, seconded by Linda Jarvis, to accept the Proposal and Resource Update as presented. Motion carried.

It was noted that the agency would assist the Huron County Homeless Coalition with the submission of a \$500 Project Connect application.

Mr. Neuville advised that the agency had received a Maximus Counseling contract, in the amount of \$16,224, which allowed for the agency to enroll Medicaid-eligible individuals who had failed to sign up for a primary health care provider. Based on the reimbursement allowed by the contract versus the actual costs of providing the service, and following verification that no additional dollars were available, it was staff's recommendation not to accept the contract.

Motion by Carl Holmes, seconded by Grace Temple, that the agency decline the Maximus Counseling contract. Motion carried.

Motion by Chris Taylor, seconded by David Eady, to accept the Planning/Evaluation Committee report as presented. Motion carried.

COMMUNITY SERVICES ADVISORY COUNCIL

Ms. Offenbecher highlighted the minutes of the April 13 meeting at which time members were provided a presentation on the agency's Homeless and Housing Programs.

Motion by John Merriman, seconded by Jamie Daws, to accept the Community Services Advisory Council minutes as presented. Motion carried.

SENIOR SERVICES ADVISORY COUNCIL

Mr. Kern highlighted the minutes of the April 27 meeting noting that election of officers had taken place and the July Council meeting would be held at his home and a picnic lunch provided.

Motion by Jamie Daws, seconded by George Loomis, to accept the Senior Services Advisory Council minutes as presented. Motion carried.

DOMESTIC VIOLENCE SERVICES ADVISORY COUNCIL

Ms. Davy provided an overview of the April minutes noting that the Council had made a recommendation for a change to their Bylaws.

Chairperson Hammond advised that this change would be referred to the Bylaws/Membership Committee.

Motion by Steve Vaughan, seconded by Tom Kern, to accept the Domestic Violence Services Advisory Council minutes as presented. Motion carried.

FOSTER GRANDPARENT PROGRAM ADVISORY COUNCIL

Mr. Eady highlighted the minutes of the April meeting noting that election of officers had taken place and members discussed the federal budget cut and proposed state cut to the program.

Motion by Tom Kern, seconded by Linda Jarvis, to accept the Foster Grandparent Program Advisory Council minutes as presented. Motion carried.

CARO TRANSIT AUTHORITY

Mr. Taylor advised that the Caro Transit Authority met on April 27, 2011 at which time members reviewed the March financial report. It was noted that the fuel cost line item had exceeded projection, however, costs would decrease considerably at the close of schools and Head Start in early June.

The ridership report for March was highlighted and indicated that a record total of 7,353 rides were provided for the month.

Motion by Carl Holmes, seconded by Linda Jarvis, to receive the Caro Transit Authority Report as presented. Motion carried.

AGENCY REPORT

Ms. Offenbecher advised a Department of Transportation monitor had been on site that day reviewing the operation of Thumbody Express. Also, on May 12, HUD conducted an on-site monitoring of the Housing Counseling Program and, on May 19, monitors from Department of Community Health would be on-site for the Door To Open and Door To Open Sequel Programs.

She also reported that, if proposed State budget reductions were passed for the current Fiscal Year, it would result in the elimination of the State-funded Retired & Senior Volunteer Program and the Foster Grandparent Program. In addition, the FY 2011/12 federal funding level for RSVP had been reduced by 20%.

Ms. Offenbecher noted that, on May 5, she had attended the FGP Recognition Banquet, themed "Foster Grandparents Give From The Heart". Schools and Grandparents were recognized for their service over the past year and Foster Grandparent, Bert Bennett, retired from the program with 28 years of service.

It was also noted that, as part of the Early Head Start Training and Technical Assistance grant, selected program staff would attend the National Birth to Three Conference in Washington, DC. This year Lisa Meyer, EHS Director, and EHS staff, had been asked to make a presentation focusing on how data could impact programmatic success.

Ms. Offenbecher advised that the Michigan Senate's appropriations bill had proposed a change in that all state emergency relief and energy programs be transferred from the Department of Human Services to Community Action Agencies; if passed, this could have major implications for the CAA network in relation to tremendously increasing the number of customers served.

Mr. Neuville provided an update on South Saginaw Phase II noting that the gap in funding for the project was decreasing and it was possible that construction of homes could begin this fall.

Ms. Hassler apprised members that Cass City Public Schools had been a sponsor for the USDA Summer Feeding Program for the past four years. This year, HDC would partner with the school to serve as a Feeding Site in Caro. Lunches would be provided at the Generations facility from June 20-August 12, Mondays through Fridays with the exception of July 4. There is no income criteria for the program and students who attend Generations, and others from the general Caro area, ages 1-18, would be eligible.

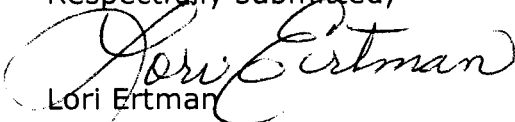
Motion by John Merriman, seconded by Jamie Daws, to accept the Agency Report as presented. Motion carried.

OTHER

Mr. Vaughan commended the Senior Services Central Kitchen staff at Bad Axe for their hard work and efficiency in providing Congregate and Home Delivered Meals. Ms. Offenbecher thanked Mr. Vaughan for his continuing assistance in the development of the Central Kitchen.

Meeting adjourned at 3:55 p.m.

Respectfully submitted,


Lori Ertman
Director's Assistant

#12

Mike Hoagland

From: Meredith Shanle [MeredithS@mfc.com]
Sent: Monday, May 23, 2011 10:23 AM
To: MHoagland@TuscolaCounty.org; tenright@leonardandcompany.com
Subject: County of Tuscola Capital Improvement Bonds, Series 2011
Attachments: r1-tus33.doc; img-523095519-0001.pdf

Dear Mr. Hoagland:

Attached hereto please find the Notice of Intention resolution for the Board of Commissioners to consider at their next meeting for the acquisition of the building located at 125 W. Lincoln Street, Caro, Michigan.

Please attach the legal description of the premises (which is the second attachment to this e-mail) after Appendix I of the Resolution.

Once the Board of Commissioners approves this resolution please let me know so I can send the Notice of Intention to the Tuscola County Advertiser for publication.

Thank you and please feel free to call me with any questions.

Meredith

Meredith A. Shanle
President
Municipal Financial Consultants Incorporated
21 Kercheval Ave., Suite 360
Grosse Pointe Farms, MI 48236
313-884-9824 phone
313-884-0626 fax
merediths@mfc.com

COUNTY OF TUSCOLA

At a _____ meeting of the Board of Commissioners of the County of Tuscola held in the H.H. Purdy Building in Caro, Michigan, on _____, 2011 at __:__ .m. Eastern Daylight Savings Time, there were:

PRESENT: _____

ABSENT: _____

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

**RESOLUTION APPROVING A CAPITAL IMPROVEMENT PROJECT
AND APPROVING INSERTION OF NOTICE
OF INTENTION OF THE COUNTY OF TUSCOLA
TO ISSUE A CAPITAL IMPROVEMENT BOND**

WHEREAS, the Board of Commissioners (the "Board") of the County of Tuscola, Michigan (the "County"), wishes to issue a capital improvement bond for the purpose of acquiring the building located at 125 W. Lincoln Street in Caro, Michigan as described in Exhibit A of Appendix I attached hereto (the "Capital Improvement Project"), pursuant to the terms of Section 517 of Act No. 34, Public Acts of Michigan, 2001 as amended ("Act 34"); and

WHEREAS, it has been estimated that the period of usefulness of the Capital Improvement Project is not less than 20 years and that the total cost of the Capital Improvement Project and issuing the Bonds will not exceed \$1,100,000 to be provided by the proceeds from the sale of a bond by the County pursuant to Act 34; and

WHEREAS, the County proposes to undertake the Capital Improvement Project and to incur taxable or tax-exempt debt (the "Reimbursement Obligations") to finance all or a portion of the costs of the Capital Improvement Project; and

WHEREAS, the County may make certain expenditures for said Capital Improvement Project prior to issuance of the Reimbursement Obligations and may wish to use the proceeds of the Reimbursement Obligations to reimburse all or a portion of said expenditures; and

WHEREAS, it is in the public interest and for the public benefit that the County designate an authorized officer for the

purposes of declaring official intent of the County with respect to expenditures; and

WHEREAS, there has been prepared and attached hereto as APPENDIX I a form of notice entitled "NOTICE OF INTENTION OF THE COUNTY OF TUSCOLA TO ISSUE CAPITAL IMPROVEMENT BONDS AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intention").

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

1. **Approval of Plans:** The preliminary plans and estimates relating to the Capital Improvement Project and identified in EXHIBIT A hereto are hereby approved and ordered filed with the County Clerk.

2. **Insertion of Notice of Intent:** It is hereby determined that the Notice of Intention provides information sufficient to adequately inform the electors and taxpayers of the County of the nature of the obligations to be undertaken by the County by the issuance of the bonds and of their right under Act 34 to file a petition requesting a referendum election on the issuance of the bonds.

3. **Form of Notice of Intent:** The form and content of the Notice of Intention as set forth in Appendix I, are hereby approved, and the County Clerk is hereby authorized and directed to cause the Notice of Intention to be published once in the *Tuscola County Advertiser*, a newspaper of general circulation within the County which is hereby determined to be the newspaper reaching the largest number of electors and taxpayers of the County. The notice shall be inserted in an advertisement at least one-quarter of a page in size.

4. **Referendum Period:** The referendum period within which voters and taxpayers shall have the right to circulate petitions is 45 days after publication of the notice of intention authorized in paragraph 2.

5. **Official Intent:** The Controller/Administrator of the county is hereby authorized to declare official intent of the County with respect to reimbursement.

6. **Individual Declarations of Intent:** Each declaration of official intent shall be substantially in the form set forth in APPENDIX II attached hereto and by this reference incorporated herein, and said form may be modified from time to time on the advice of Bond Counsel to the County and as necessary to conform to requirements of the reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.

7. **Filing Official Intent:** The Controller/Administrator is hereby directed to file each declaration of official intent in the office of the Clerk of the County of Tuscola, which location constitutes the customary location of the records of the County which are available to the general public.

8. **Declarations of Intent Available:** The County Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the County on every business day of the period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Bonds.

9. **Retention of Bond Counsel.** The firm of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan, is hereby retained to act as bond counsel for the County in connection with the issuance, sale and delivery of the Bond.

10. **Retention of Financial Consultants.** Leonard & Company, Grosse Pointe Farms Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the issuance, sale and delivery of the Bond.

11. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

12. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the County as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The resolution was declared adopted.

Las.r1-tus33

COUNTY CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2011, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Tuscola County Clerk

las.r1-tus33

EXHIBIT A

PROJECT DESCRIPTION

The project will consist of the acquisition of the building located at 125 W. Lincoln Street, Caro, Michigan.

[See Legal Description of Premises attached to Appendix I]

PROJECT COST ESTIMATES

| | |
|--|-------------|
| Acquisition Costs, Financing Costs and Contingency: | \$1,100,000 |
|--|-------------|

APPENDIX I

NOTICE OF INTENTION OF THE COUNTY OF TUSCOLA
TO ISSUE NOT TO EXCEED \$1,100,000 IN A
CAPITAL IMPROVEMENT BOND AND
NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF
THE COUNTY OF TUSCOLA:

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Tuscola, Michigan (the "County"), will authorize the issuance of not to exceed \$1,100,000 in a Capital Improvement Bond to provide for the purpose of acquiring the building located at 125 W. Lincoln Street, Caro, Michigan in the County of Tuscola see attached legal description of premises (the "Capital Improvement Project"). The Bond Resolution provides further that the County will finance all or a portion of the total cost of the Capital Improvement Project by the issuance of one or more series of a capital improvement bond (the "Bond") pursuant to the provisions of Section 517 of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"). The maximum amount of the Bond to be issued in one or more series shall not exceed \$1,100,000, the term of the Bond shall not exceed 20 years and the Bond shall bear interest at a rate or rates that will result in a net interest cost of not more than 7% per annum. The maximum Capital Improvement Project cost is estimated at not to exceed \$1,100,000.

FULL FAITH AND CREDIT AND TAXING POWER OF
THE COUNTY OF TUSCOLA WILL BE PLEDGED

NOTICE IS FURTHER GIVEN that in the Bond Resolution the County will obligate itself to make payments to the Bond Holder in amounts sufficient to pay the principal of and interest on the Bond. The limited tax full faith and credit of the County will be pledged for the making of such bond payments. Pursuant to such pledge of its full faith and credit, the County will be obligated to levy such ad valorem taxes upon all taxable property in the County as shall be necessary to make bond payments, which taxes, however, will be subject to applicable statutory and constitutional limitations on the taxing power of the County. In addition to its obligation to make payments on the Bond, the County will agree in the Bond Resolution to pay all costs and expenses of operation and maintenance of the Capital Improvement Project and all expenses of the County incidental to the issuance and payment of the Bond, to the extent such expenses are not payable from the proceeds of the Bond.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN to the electors and taxpayers of the County to inform them of the right to petition for a referendum on the question of issuing the Bond. The County intends to issue the Bond without a vote of the electors thereon. If, within 45-days after publication of this notice, a petition for referendum requesting an election on the Bond, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, has been filed with the County Clerk, the Bond shall not be issued unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

This notice is given by order of the Board of Commissioners pursuant to Act 34. Further information may be obtained at the office of the office of the Tuscola County Clerk, 440 N. State, Caro, Michigan 48723.

[INSERT LEGAL DESCRIPTION OF PREMISES]

Margie A. White
Clerk, County of Tuscola

DATED: [Date of Publication]

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**APPENDIX II
FORM OF DECLARATION
OF OFFICIAL INTENT**

I, the undersigned _____ of the County of Tuscola, Michigan, do hereby certify as follows:

1. I am an officer of the County authorized to declare official intent of the County to reimburse expenditures made, prior to the issuance of debt, from the proceeds of said debt.

2. This Declaration relates to the following expenditures (the "Expenditures"):

| <u>Amount</u> | <u>General Purpose</u> |
|---------------|------------------------|
|---------------|------------------------|

3. The Expenditures are with respect to property (the "Property") having:

(A) the following general character, type or purpose:

_____ ;

(B) the following size, quantity or cost: _____

; and

(C) a reasonably expected economic life at least one (1) year.

4. I understand that a substantial deviation between the above description of the Property for which the Expenditures are being made and the actual Property which is acquired or constructed will invalidate this declaration of official intent with the result that any proceeds of tax-exempt debt which are used to reimburse for the Expenditures will not be deemed to have been expended upon such reimbursement.

5. The County intends to reimburse the Expenditures by incurring taxable or tax-exempt debt (the "Reimbursement Obligations").

6. The expected source of funds that will be used to pay the Expenditures is as follows: _____ .

7. The expected source of funds to be used to pay debt service on the Reimbursement Obligation is as follows:

8. This declaration of intent is consistent with the budgetary and financial circumstances of the County as of the date hereof in that there are no funds which are now or are reasonably expected to be, (A) allocated on a long-term basis, (B) reserved, or (C) otherwise available pursuant to the County's budget, to pay the Expenditure.

9. The County does not have a pattern of failure to reimburse expenditures for which official intent has been declared in that at least seventy-five percent (75%) of all expenditures made after _____, for which the County has declared an intent to reimburse from the proceeds of taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

10. I acknowledge that in the event that the County fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures the same may adversely affect the ability of the County to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.

11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the Capital Improvement Project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.

12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid, or (B) the date that is one (1) year after the date on which the Property is placed in service.

13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the County maintained with respect to the Reimbursement Obligations, (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.

14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement

Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the County or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (C) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the County to any person or entity other than the County.

15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the County, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the County, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the County which were not reasonably expected by the County, on the date of issue of such obligation, to be used for such expenditure.

IN WITNESS WHEREOF, the undersigned has executed this declaration of official intent this _____ day of _____, ____.

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