

**TUSCOLA COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
TUESDAY, JULY 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 Peterson  
Pledge of Allegiance – Commissioner Kern  
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  
    -Circuit/Family Court Wage Matters  
    -Bond Resolution to Purchase HH Purdy Building (See  
        Correspondence #3)  
    -Probate Court Construction and Furniture Change Order Request  
        (See Correspondence #4)  
    -Health Department Request to Change Peer Counselor Wage Band  
        (See Correspondence #5)  
Old Business  
Correspondence/Resolutions

**COMMISSIONER LIAISON COMMITTEE REPORTS**

**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 7<sup>TH</sup> District  
Local Unit of Government Activity Report  
Michigan Association of Counties – Board of Directors  
NACo

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

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 July 12, 2011 Full Board Minutes**
- #2 Consent Agenda Resolution**
- #3 HH Purdy Building Bond Resolution**
- #4 Probate Court Construction and Furniture Change Request**
- #5 Health Dept. Request to Change Peer Counselor Wage Band**
- #6 MAC Grant Services Program Funding Alert**
- #7 Tuscola County Council on Aging 'Dinner Dance' Request for Donation**
- #8 June 23, 2011 Road Commission Minutes**
- #9 Region VII Area Agency on Aging Funding Proposal**

DRAFT

**Tuscola County Board of Commissioners  
July 12, 2011 Minutes  
H. H. 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 12<sup>th</sup> day of July, 2011 to order at 8:38 o'clock a.m. local time.

Prayer by Commissioner Kern  
Pledge by Commissioner Petzold

**COMMISSIONERS PRESENT:**

District #2 Thomas Bardwell, District #3 Tom Kern, District #4 Roy Petzold,

COMMISSIONERS ABSENT: District #1 Roger Allen, District #5 Gerald Peterson

11-M-160

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

11-M-161

Motioned by Kern seconded by Petzold to approve the minutes of 06/30/2011 regular meeting. Motion carried.

11-M-162

It was moved by Kern and supported by Petzold that the following Consent Agenda resolution be adopted:

**CONSENT AGENDA**

**Agenda Reference:** A

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/30/11

**Description of Matter:** Move that the June 2011 budget amendments related to the Marine Safety and the Airport Zoning Board of Appeals requested by the Chief Accountant be approved and said budget amendments are authorized for change.

**Agenda Reference:** B

**Entity Proposing:** COMMITTEE OF THE WHOLE 06/30/2011

**Description of Matter:** Move that per the June 22, 2011 request from the Veteran's Affairs Director that effective October 1, 2011 his employment status be changed from full-time to part-time (3 days per week). Also all appropriate budget amendments be authorized

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

YEAS: all

NAYS: none

ABSTENTIONS: none

RESOLUTION ADOPTED.

Brief Public Comment: None

11-M-163

Moved by Kern seconded by Petzold that per the request of the County Treasurer that Debra Young be sponsored by the county for the 2011/2012 LEAD Tuscola County program, Motion carried.

11-M-164

Moved by Kern seconded by Petzold to approve the Local Bridge Millage transfer request of \$70,611.98 as identified by Voucher #02-11 dated June 29, 2011 for transfer from the Bridge Millage to the Road Commission General Fund. Motion carried.

11-M-165

Moved by Kern seconded by Petzold to approve the Primary Road Millage transfer request of \$495,439.46 as identified by Voucher #02-11 dated June 29, 2011 for transfer from the Primary Road Millage to the Road Commission General Fund. Motion carried.

11-M-166

Moved by Kern seconded by Petzold that per the request of the Probate Court Judge the following change order be approved and budget amendments be authorized:

- Electrical changes as identified in 7-11-11 change order from D.A. Johnston Construction - \$4,029.00
- Tables and Podium - \$6,817.57
- Window Coverings - \$4,630.50

Motion carried

11-M-167

Moved by Kern seconded by Petzold to go into closed session under Sections 8(d) of the Open Meetings Act. Roll Call: Bardwell, yes; Kern, yes; Petzold, yes. Motion carried.

11-M-168

Moved by Kern seconded by Petzold to come out of closed session. Motion carried

11-M-169

Moved by Kern seconded by Petzold that per the request of the Medical Care Facility Director and Department of Human Services Board, that the real estate purchase agreement as reviewed and approved by corporate counsel for the property commonly known as Davenport University be approved and all appropriate signatures are authorized.

- (“Parcel 1” of the Premises is commonly known as 1231 Cleaver Road, Caro, Michigan. “Parcel 2” of the Premises is commonly known as 1200 Block, Caro, Michigan, and there are no buildings or other improvements on Parcel 2 – specifically identified in the Purchase Agreement as Exhibit A).

Motion carried.

Extended Public Comment – None

Meeting adjourned at 9:07 a.m.

Caryl Langmaid  
Deputy 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 26<sup>th</sup> day of July, 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 7/12/11

**Description of Matter:** Move that the 2011/2012 Schedule "A" of the Administrative Services Contract for Blue Cross/Blue Shield coverage be approved and all appropriate signatures be authorized.



**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.

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Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners

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Margie White  
Tuscola County Clerk

**Mike Hoagland**

**From:** Meredith Shanle [MeredithS@mfc.com]  
**Sent:** Wednesday, July 20, 2011 4:14 PM  
**To:** MHoagland@TuscolaCounty.org; Tom Enright  
**Subject:** County of Tuscola Capital Improvement Bonds, Series 2011  
**Attachments:** r2-tus33.doc

Dear Mr. Hoagland:

Attached hereto please find the Bond Resolution for the Board of Commissioners to consider regarding the County of Tuscola Capital Improvement Bonds, Series 2011.

Once this resolution has been adopted, please return two certified copies of it to our office.

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

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](mailto:merediths@mfc.com)

**COUNTY OF TUSCOLA**

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

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preambles and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**BOND RESOLUTION**  
**County of Tuscola**  
**Capital Improvement Bonds, Series 2011**

WHEREAS, there have been prepared and presented to the Board of Commissioners (the "Board") of the County of Tuscola, Michigan (the "County"), a description of the property to be acquired by the County, a building known as the Purdy Building, 125 W. Lincoln Street, Caro, Michigan (the "Capital Improvement Project"), all as more fully described in EXHIBIT A, 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 \$995,000 to be provided by the proceeds from the sale of bonds by the County pursuant to Act 34.

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

1. **Bond Details:** Pursuant to Section 517 of Act 34, the bonds of the County, aggregating not to exceed the principal sum of \$995,000, shall be issued for the purpose of defraying the County's portion of the cost of the Capital Improvement Project. The bonds shall be known as "County of Tuscola Capital Improvement Bonds, Series 2011" (the "Bonds") and shall be dated September 1, 2011 or such later date not more than twelve calendar months thereafter as the Controller/Administrator of the County shall provide by order. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Controller/Administrator of

the County, regardless of rate and maturity date. The Bonds shall mature on June 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2012	\$35,000	2019	\$40,000	2026	\$60,000
2013	35,000	2020	45,000	2027	60,000
2014	35,000	2021	45,000	2028	65,000
2015	35,000	2022	50,000	2029	65,000
2016	40,000	2023	50,000	2030	70,000
2017	40,000	2024	55,000	2031	70,000
2018	40,000	2025	55,000		

The Bonds shall be in substantially the form attached hereto as Exhibit B with such changes, additions or deletions as are not inconsistent with this resolution.

2. **Discount:** The Bonds may be offered for sale at a price of not less than 98% of the face amount thereof, and the Controller/Administrator of the County is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal for the Bonds.

3. **Interest Payment and Date of Record:** The Bonds shall bear interest payable December 1, 2011 and each June 1 and December 1 thereafter, until maturity, which interest shall not exceed 7% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Bond as of the applicable date of record, provided, however, that the Controller/Administrator of the County may agree with the bond registrar on a different method of payment. If interest is paid differently, the Bond form attached as EXHIBIT B and Request for Proposal form attached as EXHIBIT C shall be changed accordingly.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

4. **Prior Redemption:** Bonds maturing prior to June 1, 2022, shall not be subject to redemption prior to maturity. Bonds maturing on and after June 1, 2022 shall be subject to redemption in whole or in part on any interest payment date on and after June 1, 2021, and in any order, at the option of the County, at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion and the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a

new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each Bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the Bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the bond registrar to redeem the same.

5. **Capitalized Interest:** As the Controller/Administrator of the County so orders prior to the time of delivering the Bonds, up to two years of the interest payable on the Bonds is to be capitalized.

6. **Reduction in Aggregate Amount of Bonds:** In the event the cost of acquiring the Capital Improvement Project shall be less than the current cost estimates and after this bond resolution has been adopted it shall be determined by the Controller/Administrator of the County that the Capital Improvement Project cost shall be less than such estimates, the Controller/Administrator of the County shall reduce the principal amount of the Bonds by \$5,000 denominations, one such denomination for each maturity in any order of maturity, to the extent required to avoid the issuance of more Bonds than will be required in light of the proposals received, and the Request for Proposal shall be correspondingly altered.

7. **Bond Registrar and Paying Agent/Book Entry Depository Trust:** The Treasurer of the County shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds (sometimes referred to as the "Bond Registrar") which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Treasurer of the County from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Treasurer of the County who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer of the County after consultation with the depository trustee. The depository trustee may be the same as the Bond Registrar otherwise named by the Treasurer, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer may determine.

8. **Transfer or Exchange of Bonds:** Any bond shall be transferable on the bond register maintained by the Bond Registrar with respect to the Bonds upon the surrender of the Bond to the Bond Registrar together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond the Bond Registrar shall authenticate and deliver a new Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

Bonds may likewise be exchanged for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond or Bonds being exchanged. Such exchange shall be effected by surrender of the Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a Bond with proper written instructions the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney.

Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, unless otherwise agreed by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

9. **Mutilated, Lost, Stolen or Destroyed Bonds:** In the event any Bond is mutilated, lost, stolen or destroyed, the Chairman of the Board of Commissioners and the Clerk of the County may, on behalf of the County, execute and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond, a replacement Bond shall not be delivered unless and until the County and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the County and the Bond Registrar against loss due to the lost, stolen or destroyed Bond

and the issuance of any replacement Bond; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the County and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the County.

10. **Execution and Delivery:** The Chairman of the Board of Commissioners of the County and the Clerk of the County are hereby authorized and directed to execute the Bonds for and on behalf of the County by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Bonds shall be authenticated by the Bond Registrar before delivery. The Bonds shall be sealed with the County's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Bonds shall be delivered to the Treasurer of the County, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

11. **Source of Repayment:** The limited tax full faith and credit of the County is hereby pledged for the repayment of the Bonds. The County agrees to pledge for the repayment of the Bonds sufficient amounts of County taxes levied each year provided that the amount of taxes necessary to pay the principal and interest on the Bonds, together with the other taxes levied for the same year, shall not exceed the limit authorized by law.

12. **Principal and Interest Fund:** All monies set aside by the County toward the cost of the Capital Improvement Project shall be kept by the County in a separate fund hereby established, to be known as the "Principal and Interest Fund." All moneys in the Principal and Interest Fund shall be kept in a separate depository account with one or more banks or trust companies where the principal of and interest on the bonds are payable, and such moneys shall be used solely for the payment of the principal of and interest on the Bonds and expenses incidental thereto. All accrued interest and the premium, if any, received from the purchaser of the Bonds shall be deposited in the Principal and Interest Fund upon receipt. Capitalized interest, as determined pursuant to Section 6, shall be deposited in the Principal and Interest Fund.

13. **Acquisition Fund:** There is hereby established an Acquisition Fund into which all proceeds of the borrowing shall be deposited, except the accrued interest on the Bonds and premium, if any, received from the purchaser of the Bonds and any capitalized interest. All moneys in the Acquisition Fund shall be used solely for the payment in full of costs of the Capital Improvement Project, including the costs of issuing the Bonds. Surplus moneys remaining in the Acquisition Fund after completion of the Capital Improvement Project and payment in full of the costs of the Capital Improvement Project (or

provision for such payment) shall be deposited in the Principal and Interest Fund.

14. **Investments:** Moneys in the Principal and Interest Fund and the Acquisition Fund may be continuously invested and reinvested in the United States government obligations, obligations the principal of and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Treasurer of the County which are permissible investments for surplus funds under Act No. 20 of the Public Acts of 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than (a) in the case of the Principal and Interest Fund, the dates moneys in such fund will be required to pay the principal of and interest on the Bonds, and (b) in the case of the Acquisition Fund, the estimated dates when moneys in such fund will be required to pay costs of the Capital Improvement Project. Obligations purchased as an investment of moneys in the Principal and Interest Fund or the Acquisition Fund, as the case may be, shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

15. **Depositories:** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Principal and Interest Fund shall only be deposited in such banks where the principal of and interest on the Bonds are payable. The Treasurer of the County shall select the depository or depositories to be used from those banks authorized in this Section.

16. **Arbitrage and Tax Covenants:** Notwithstanding any other provision of this resolution, the County covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the County or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to



rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

17. **Qualified Tax-Exempt Obligations:** The Bonds are designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Request for Proposal is circulated, the Bonds have been determined to be ineligible to be so designated on the basis of the County's reasonable expectations at the time of such circulation. In such event, the Request for Proposal shall be changed appropriately and the Bond shall there be so designated.

18. **Defeasance or Redemption of Bonds:** If at any time,
- (a) the whole amount of the principal of and interest on all outstanding Bonds shall be paid, or
  - (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the County shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this resolution, paid over to

the County and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds (y) a description of the moneys or Government Obligations so held by it and (z) that the County has been released from its obligations under this resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of and premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the County, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

19. **Filing with Municipal Finance Division:** If necessary the Controller/Administrator of the County is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

20. **Negotiated Sale - Request for Proposal:** The County hereby determines that in order to save the cost of publication of an official Notice of Sale that it will sell the bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Consultant. The County's Financial Consultant is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the purchase of the Bonds. The Request

for Proposal shall be in substantially the form attached to this resolution as Exhibit C with such changes therein as are not inconsistent with this resolution and as are approved by the County Controller/Administrator after conferring with Bond counsel. Once all proposals are received the Controller/Administrator shall determine the lowest true interest cost proposed and thereafter award the Bonds to the proposer meeting that criteria. The Financial Consultant is hereby designated to act for and on behalf of the County to receive proposals for the purchase of the Bonds and to take all other steps necessary in connection with the sale and delivery thereof.

21. **Bond Anticipation Notes:** Prior to the issuance of the Bonds but after expiration of the referendum period set forth in paragraph 4 above, the County may issue Bond Anticipation Notes (the "Notes") in an amount not to exceed 50% of the entire issue in anticipation of the proceeds of the Bonds as authorized by Section 413 of Act 34. The Notes shall also be payable from other revenues of the County.

The County may declare the necessity of issuing the Notes which will be used to pay the costs of Capital Improvement Project falling due prior to the issuance of the Bonds.

The Notes may be dated September 1, 2011 or on the first day of any month thereafter in 2011 or 2012 as the County Controller/Administrator shall order.

The Notes may bear interest payable at maturity, semi-annually or at other intervals as the County Controller/Administrator shall order.

The Notes may mature on or before June 1, 2012. An earlier or later maturity date may be established by order of the County Controller/Administrator.

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

23. **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.

las.r2-tus33

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

YES: \_\_\_\_\_  
\_\_\_\_\_  
NO: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

The resolution was declared adopted.

STATE OF MICHIGAN )  
) ss.  
COUNTY OF TUSCOLA)

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

\_\_\_\_\_  
Clerk, County of Tuscola

DATED: \_\_\_\_\_, 2011

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**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 hereto]

**PROJECT COST ESTIMATES**

Acquisition Costs, Financing	
Costs and Contingency:	\$995,000

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[FORM OF BOND]

UNITED STATES OF AMERICA - STATE OF MICHIGAN -  
COUNTY OF TUSCOLA

COUNTY OF TUSCOLA  
CAPITAL IMPROVEMENT BOND, SERIES 2011

No. \_\_\_\_\_

<u>RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>	<u>CUSIP</u>
		_____ 1, _____	

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the County of Tuscola (the "County"), State of Michigan, hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above, unless paid prior thereto as hereinafter provided, to the Registered Owner specified above, or its registered assigns, the Principal Amount specified above upon presentation and surrender of this Bond at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with interest thereon to the Registered Owner of this Bond, as shown on the books of the County maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing \_\_\_\_\_ 1, \_\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date or earlier redemption of this Bond. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the County maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_),

issued by the County, pursuant to and in full conformity with the Constitution and Statutes of the State of Michigan and especially Section 517 of Act No. 34, Public Acts of Michigan, 2001, as amended (the "Act"), for the purpose of

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which is located in \_\_\_\_\_, Michigan (the "Capital Improvement Project").

This Bond and the series of which this is one are payable as follows: \_\_\_\_\_

which are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the bonds. To secure payment of the principal of, premium, if any, and interest on the bonds. The \_\_\_\_\_ pledged to the payment of the principal of, premium, if any, and interest on the bonds shall be and remain subject to the statutory lien until the principal of, premium, if any, and interest on the bonds have been paid in full. The limited tax full faith and credit of the County has been pledged for the making of such payments, and the County is obligated to levy ad valorem taxes in such amounts as shall be necessary for the making of such cash rental payments. HOWEVER, NO TAXES MAY BE LEVIED IN EXCESS OF CONSTITUTIONAL AND STATUTORY LIMITS.

Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_\_ shall not be subject to redemption prior to maturity. Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_ shall be subject to redemption prior to maturity at the option of the County, in any order, in whole or in part, on any interest payment date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Bonds so called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the Registered Owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so

called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

This Bond shall be transferable on the books of the County maintained by the Bond Registrar upon surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County (subject, however, to reimbursement by the County pursuant to the Lease), unless otherwise agreed upon by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the bonds of this series have      been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar, as authenticating agent.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and Statutes of the State of Michigan, and that the total indebtedness of the County,



including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Tuscola, State of Michigan by its Commission has caused this Bond to be executed in its name with the facsimile signatures of its Chairman of the Board of Commissioners and its Clerk and has caused a facsimile of its seal to be affixed hereto, and has caused this Bond to be authenticated by the Bond Registrar, as the County's authenticating agent, all as of the Date of Issuance set forth above.

COUNTY OF TUSCOLA

By: Chairman, Board of Commissioners

[SEAL]

By: Clerk

DATE OF AUTHENTICATION:

**BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds designated "County of Tuscola Capital Improvement Bonds, Series 2011."

\_\_\_\_\_, Michigan  
as Bond Registrar and Authenticating Agent

By: Authorized Representative

**CERTIFICATE**

The above is a true copy of the legal opinion of Axe & Ecklund, P.C., a true copy of which was delivered on the date of delivery of the Bonds to which it relates.

BY: Clerk

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ this Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises.

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

Signature:

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided:

Name and Address: \_\_\_\_\_

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

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[FORM OF REQUEST FOR PROPOSAL]

§

COUNTY OF TUSCOLA, STATE OF MICHIGAN

COUNTY OF TUSCOLA

CAPITAL IMPROVEMENT BONDS, SERIES 2011

**SEALED OR ELECTRONIC PROPOSALS:** Sealed written proposals for the purchase of the bonds described herein (the "Bonds") will be received by the undersigned on behalf of the County of Tuscola (the "County"), at the office of the County Controller/Administrator, 207 E. Grant St., Caro, Michigan, 48723 on \_\_\_\_\_, \_\_\_\_\_, until \_\_\_\_:\_\_\_\_.m., Eastern \_\_\_\_\_ Time, at which time and place the proposals will be publicly opened and read.

In the alternative, sealed written proposals will also be received on the same date and until the same time by an agent of the undersigned at the office of the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be publicly opened simultaneously. Proposals received at Caro, Michigan will be read first followed by the proposals received at the alternate location. Proposers may choose either location to present proposals and good faith checks, but not both locations.

Any proposer may submit a proposal in person to either proposing location. However, no proposer is authorized to submit a FAX proposal to Caro, Michigan.

Also in the alternative, electronic proposals will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 395 Hudson Street, New York, New York, 10014, (212) 806-8304.

If any provision of this Request for Proposal shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Request for Proposal shall control.

**The Bonds will be awarded or all proposals will be rejected by the County Controller/Administrator at a proceeding to be held within twenty-four hours of the sale.**

**BOND DETAILS:** The Bonds will be fully registered bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000, not exceeding the aggregate principal amount for each maturity, dated \_\_\_\_\_ 1, \_\_\_\_\_, numbered from 1 upwards and will bear interest from their date

of issuance payable on \_\_\_\_\_ 1, \_\_\_\_\_ and semiannually thereafter on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 until maturity. The Bonds will mature on \_\_\_\_\_ 1 of each year as follows:

<u>YEAR</u>	<u>PRINCIPAL</u>	<u>YEAR</u>	<u>PRINCIPAL</u>
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**PRIOR REDEMPTION:** Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_\_ shall not be subject to redemption prior to maturity. Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_ shall be subject to redemption prior to maturity at the option of the County, in any order, in whole or in part, on any interest payment date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Bonds so called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitutes an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the bond to the Bond Registrar, the Bond Registrar shall authenticate and deliver to the Registered Owner of the bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption, if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

**INTEREST RATE AND PROPOSAL DETAILS:** The Bonds shall bear interest at a rate or rates not exceeding \_\_\_% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Bonds, at a price less than \_\_\_% of their par value or at an interest rate or rates that will result in a net interest cost of more than \_\_\_% per annum, will be considered.

**BOOK-ENTRY-ONLY:** The Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the preliminary offering circular for the Bonds.

**BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:**

\_\_\_\_\_, \_\_\_\_\_, Michigan has been selected as bond registrar and paying agent (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the County kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the preliminary offering circular for the Bonds. The County may from time to time as required designate a successor bond registrar and paying agent.

**PURPOSE AND SECURITY:** The Bonds are to be issued pursuant to Section 517 of Act No. 34, Public Acts of Michigan, 2001, as amended (the "Act"), for the purpose of constructing improvements to the County of Tuscola located in the County of Tuscola, Michigan (the "Capital Improvement Project"). The limited tax full faith and credit of the County is pledged for the repayment of the Bonds. The County agrees to pledge for the repayment of the Bonds sufficient amounts of County taxes levied each year provided that the amount of taxes necessary to pay the principal and interest on the Bonds, together with the other taxes levied for the same year, shall not exceed the limit authorized by law.

**BOND INSURANCE AT PURCHASER'S OPTION:** If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the proposer/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds

resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE COUNTY.

**GOOD FAITH:** A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 1% (\$ \_\_\_\_\_) of the face amount of the Bonds, and payable to the order of the County will be required of the successful proposer as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Bonds. If a check is used, it must accompany each proposal. If a wire transfer is used, the successful proposer is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by Municipal Financial Consultants Incorporated. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful proposer will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

**AWARD OF THE BONDS - TRUE INTEREST COST:** The Bonds will be awarded to the proposer whose proposal produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on \_\_\_\_\_ 1, \_\_\_\_\_ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to \_\_\_\_\_ 1, \_\_\_\_\_ in an amount equal to the price proposed, excluding accrued interest. \_\_\_\_\_, \_\_\_\_\_ is the anticipated date of delivery of the Bonds.

**LEGAL OPINION:** Proposals shall be conditioned upon the approving opinion of Axe & Ecklund, P.C., Grosse Pointe Farms, Michigan (the "Bond Counsel"), a copy of which will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for its services in connection with such approving opinion are expected to be paid from Bond Proceeds. Except to the extent necessary to issue such opinion and as described in the Official Statement, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the

Official Statement or any such financial documents, statements or materials.

**TAX MATTERS:** In the opinion of Bond counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Bonds and the interest thereon are exempt from all taxation in the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

THE BONDS HAVE \_\_\_\_\_ BEEN DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" WITHIN THE MEANING OF SECTION 265 (b)(3) OF THE INTERNAL REVENUE CODE OF 1986.

**CERTIFICATE REGARDING "ISSUE PRICE":** The successful proposer will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to Bond Counsel, as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

**DELIVERY OF BONDS:** The County will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale or the first business day thereafter if the 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving written notice of cancellation on the undersigned, in which event the County shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Unless the purchaser of the Bonds furnishes the Bond Registrar with a list of names and denominations in which it wishes to have the Bonds issued at least ten (10) business days before delivery of the Bonds, the Bonds will be delivered in the form of one bond for each maturity, registered in the name of the purchaser.

**OFFERING CIRCULAR:** A copy of the preliminary offering circular (the "Preliminary offering circular") may be obtained by contacting Leonard & Company at the address listed below.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of, or to pay for the Bonds. All expenses for printing CUSIP numbers on the Bonds will be paid by the County, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid for by the purchaser.

**ADDITIONAL INFORMATION:** Further information may be obtained from Thomas M. Enright, Leonard Capital Markets, 77 Kercheval Ave., Grosse Pointe Farms, Michigan 48236 (telephone (313) 344-7280).

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.**

**ENVELOPES:** Envelopes containing the proposals should be plainly marked "Proposal for County of Tuscola Capital Improvement Bonds, Series 2011."

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Michael Hoagland  
Controller/Administrator,  
County of Tuscola

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### Legal Description of Premises

LOT 6 OF SECOND ASSESSOR'S PLAT OF THE VILLAGE OF CARO, ACCORDING TO THE PLAT RECORDED IN LIBER 1 OF PLATS, PAGE 107, NOW BEING PAGE 57B, TUSCOLA COUNTY RECORDS.

TOGETHER WITH: THE SOUTHEASTERLY 2.0 FEET OF LOT 4 (PARALLEL WITH THE LINE COMMON TO LOTS 4 AND 6) OF SECOND ASSESSOR'S PLAT, BEING PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 3, T12N, R9E, VILLAGE OF CARO, RECORDED IN LIBER 1 OF PLATS, PAGE 107, NOW BEING PAGE 57B, TUSCOLA COUNTY RECORDS.

AND PART OF LOT 2 AND LOT 5 OF THE SECOND ASSESSOR'S PLAT OF THE VILLAGE OF CARO, ACCORDING TO THE PLAT RECORDED IN LIBER 1 OF PLATS, PAGE 107, NOW BEING PAGE 57B, TUSCOLA COUNTY RECORDS, AND DESCRIBED AS COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 2 (CORNER COMMON TO LOTS 2, 4, AND 6) OF SECOND ASSESSOR'S PLAT, THENCE S 45 DEGREES 30 MINUTES 20 SECONDS W, 57.79 FEET ALONG THE SOUTHEASTERLY LINE OF LOT 2 (COMMON LINE WITH LOT 6); THENCE S 44 DEGREES 25 MINUTES 00 SECONDS E, 135.25 FEET ALONG THE NORTHEASTERLY LINE OF LOTS 2 AND 5 (COMMON LINE WITH LOT 6); THENCE S 45 DEGREES 28 MINUTES 30 SECONDS W, 1.0 FEET; THENCE N 44 DEGREES 25 MINUTES 00 SECONDS W, 137.25 FEET; THENCE N 45 DEGREES 30 MINUTES 20 SECONDS E, 58.79 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2 (COMMON LINE WITH LOT 4); THENCE S 44 DEGREES 21 MINUTES 18 SECONDS E, 2.0 FEET ALONG LINE COMMON TO LOTS 2 AND 4 TO THE POINT OF BEGINNING.

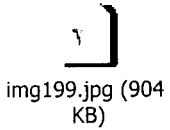
AND PART OF LOTS 2 AND 5 OF THE SECOND ASSESSOR'S PLAT TO THE VILLAGE OF CARO, ACCORDING TO THE PLAT RECORDED IN LIBER 1 OF PLATS, PAGE 107, NOW BEING PAGE 57b, TUSCOLA COUNTY RECORDS, DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LOT LINE OF SAID LOT 2 WHICH IS NORTH ALONG SAID WEST LINE, 45 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 2; THENCE CONTINUING ALONG THE PERIMETER OF SAID LOT 2 ON THE FOLLOWING 3 COURSES; (1) CONTINUING NORTH 60.27 FEET, MORE OR LESS; (2) THENCE NORTHEASTERLY 55.54 FEET, MORE OR LESS; (3) THENCE SOUTHEASTERLY 90.79 FEET, MORE OR LESS, TO A POINT WHICH IS 2.0 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) TO THE NORTHWESTERLY LINE OF LOT 6 OF SAID PLAT; THENCE SOUTHWESTERLY PARALLEL WITH SAID NORTHWESTERLY LINE OF LOT 6, 58.75 FEET, MORE OR LESS, TO A POINT WHICH IS 1.0 FOOT SOUTHWESTERLY (MEASURED AT RIGHT ANGLES) TO THE EXTENDED SOUTHWESTERLY LINE OF SAID LOT 6; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOT 6, 92.0 FEET; THENCE SOUTHWESTERLY 19.0 FEET; THENCE NORTHWESTERLY 120.0 FEET, MORE OR LESS, TO A POINT WHICH IS EAST OF POINT OF BEGINNING; THENCE WEST 28.0 FEET, MORE OR LESS, TO POINT OF BEGINNING.

**Mike Hoagland**

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**From:** Mike Miller [mmiller@tuscolacounty.org]  
**Sent:** Tuesday, July 19, 2011 11:43 AM  
**To:** Mike Hoagland  
**Subject:** FW: Change #2b

**Attachments:** img199.jpg



Here is another change order for the Board. It is for electric and data in the tables. Any questions call.

Mike

-----Original Message-----  
From: Keith Kosik [mailto:keith@tssfinc.com]  
Sent: Tuesday, July 19, 2011 11:18 AM  
To: Mike Miller  
Subject: FW: Change #2b

Mike:  
This attached Change Order #2B has the capability to have three power outlets along with the 3 CAT 5 connections for each table in the courtroom. Please note that the CAT 5 cabling is by others. Submitted for approval.  
Keith

-----Original Message-----  
From: DA Johnson [mailto:dajconst@sbcglobal.net]  
Sent: Tuesday, July 19, 2011 11:02 AM  
To: Keith Kosik  
Subject: Change #2b

Keith,  
Here is the change to add another 110 outlet in the desk boxes. Original to follow in the mail.

Thanks  
Jeff

**D.A. JOHNSTON CONSTRUCTION, INC.**  
 114 Enterprise Drive  
 P.O. Box 66  
 VASSAR, MICHIGAN 48768  
 (989) 823-3121 FAX (989) 823-7201

# CHANGE ORDER

#2-B

Number \_\_\_\_\_

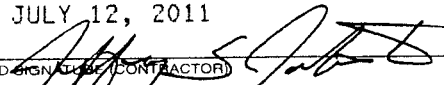
TO TUSCOLA COUNTY PROBATE COURT  
 440 NORTH STATE ST.  
 CARD, MI 48723

PHONE	DATE 07-19-2011
JOB NAME/LOCATION	
JOB NUMBER	JOB PHONE
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT

We hereby agree to make the change(s) specified below:

TO PROVIDE 2 - T3U SERIES TABLE BOXES. EACH BOX TO CONTAIN ONE DUPLEX RECEPTACLE AND 3 - CAT 5 RG45 ENDS SO 3 - COMPUTERS CAN HAVE A DATA JACK TO PLUG INTO, INSTALLED IN TOPS, LOW VOLTAGE BY OTHERS. HAS THE ABILITY TO PLUG INTO 3 - 110 OUTLETS. WILL PROVIDE 110 VOLT POWER FOR THE DUPLEX RECEPTACLE.

NOTE: This Change Order becomes part of and in conformance with the existing contract.

<b>WE AGREE</b> hereby to make the change(s) specified above at this price ⇨		\$	2,368	00
DATE	JULY 12, 2011		PREVIOUS CONTRACT AMOUNT	\$ 131,951 00
 AUTHORIZED SIGNATURE (CONTRACTOR) JEFFREY S. JOHNSTON VICE-PRESIDENT			REVISED CONTRACT TOTAL	\$ 134,319 00

**ACCEPTED** — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance \_\_\_\_\_

Signature \_\_\_\_\_ (OWNER)

#5

**Tuscola County Health Department**  
**Board of Commissioners Monthly Report for July 2011**  
Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer  
Visit our website at [www.tchd.us](http://www.tchd.us)

**Outcomes for the Month:**

- The Health Department continues to participate in the Thumb Rural Health Network Partnering for Care program. The Health Department acts as a gatekeeper for the program and registers the client in the program and makes their first appointment. The program offers free physician office visits for those individuals that meet eligibility criteria and as long as slots are available from local hospital providers. Each hospital provides 10 slots for indigent care for this program. When these slots are filled, no one may be added until a slot opens. Sometimes we can refer a client to a provider in Huron or Sanilac County. The Partnering for Care program also has a dental aspect. There are two dental programs available. The first dental program is the "50-50" program. Clients are referred to participating dentist who have agreed to see these clients at reduced rates. The amount the client pays is matched by the TRHN grant funds up to \$500 per year. This grant is due to run out in April 2012. The second dental program utilizes U of M dental students and provides free dental care to individuals who meet eligibility criteria and are registered through the local health department. This program is currently scheduling into October or November appointments.

**Issues under consideration by the Local Health Department:**

- The Health Department is submitting final FY10-11 budget amendments and will begin work on FY11-12 initial budgets.
- The Health Department is preparing to "Go Live" with our electronic health record system on October 1, 2011. Staff continue to work hard to prepare for this switchover.

**Issues to be brought to Board of Commissioners:**

- The Health Department has applied for a Breastfeeding Peer Education Grant. We have been informed that we received it, but they only funded it at a level of \$52,000. They have also placed a limit on the amount we may pay the Breastfeeding Peer Counselor. This is a USDA grant through the WIC program. The objectives are to increase the percentage of women who start breastfeeding, but also to increase the percentage of women who continue to breastfeed. Currently our continuation rate of breast feeders in WIC is lower than the state average. A motion is needed from the Board of Commissioners to approve the Peer Counselor classification 0.05 and the wage band. ( See attached)

CLASS NO.	CLASSIFICATION NAME	NO.	START	1/2 STEP 1.5%	STEP 1 1.5%	STEP 2 1.5%	STEP 3 1.5%	STEP 4 1.5%	STEP 5 1.5%
0.05	Peer Counselor (effective 10/1/11)	0.05	19,049	19,335	19,625	20,214	21,225	22,286	23,400

The Michigan Department of Community Health is willing to provide us with funds for a WIC Breastfeeding Peer Counselor Program to provide Breastfeeding Education to our WIC clientele. The MDCH however is saying they will only pay up to \$12/hour wage for the Peer Counselor. We have prepared the above classification wage band for the Peer Counselor effective 10/1/11. We need approval from the Board of Health and Board of Commissioners to approve this wage band.

We also need approval from the Board of Health for the approval of the creation of the following job descriptions for the Breastfeeding Program:

- WIC Peer Counselor
- Local WIC Agency Breastfeeding Coordinator
- Lactation Consultant/Educator

#6

**Mike Hoagland**

**From:** Michigan Association of Counties Grant Services Program [zawadzki@micounties.org]

**Sent:** Tuesday, July 19, 2011 3:25 PM

**To:** mhoagland@tuscolacounty.org

**Subject:** MAC Grant Alert - July 19, 2011

Having trouble viewing this email? [Click here](#)

## **MAC Grant Services Program Funding Alert**

A source of useful grant and program opportunities



### **Clean Fuels/Bus and Bus Facilities Program**

**Agency:** DOT/FTA

**Program Funding:** \$51,500,000

**Applications Due:** August 23, 2011

**Website:** <http://www07.grants.gov/search/search.do?&mode=VIEW&oppId=101474>

**Eligibility:** eligible grant applicants are: a. Designated recipients in maintenance or non-attainment area ozone or CO, which are entities designated to receive Federal urbanized formula funds under 49 U.S.C. 5307. b. FTA will also accept applications from direct recipients, tribes, and State Departments of Transportation in attainment areas. Please see details in FR Pages 37175 - 37184 [FR DOC # 2011-15913] <http://www.gpo.gov/fdsys/pkg/FR-2011-06-24/pdf/2011-15913.pdf>.

**Summary:** the Clean Fuels/Bus and Bus Facilities program has a two-fold purpose. First, the Clean Fuel

Grant program was developed to assist nonattainment and maintenance areas in achieving or maintaining the National Ambient Air Quality Standards for ozone and CO. The second program purpose is to support emerging clean fuel and advanced propulsion technologies for transit buses and markets for those technologies. Please read FR Notice for complete description.

## Hazard Mitigation Assistance Notice of Funding Announcement (NOFA)

**Agency:** FEMA

**Program Funding:** varies by program

**Award Ceiling:** varies by program

**Deadlines:** Notice of Intent (NOI) to apply must be submitted to the Michigan State Police Emergency Management and Homeland Security Division by August 12, 2011. See full announcement for additional deadlines.

**Website:**

[http://gallery.mailchimp.com/74bd6ee60b43ab1e512ea8548/files/HMA\\_funds\\_notice\\_for\\_FY\\_2012\\_HMA.pdf](http://gallery.mailchimp.com/74bd6ee60b43ab1e512ea8548/files/HMA_funds_notice_for_FY_2012_HMA.pdf)

**Summary:** The combined grant application period for the following Fiscal Year (FY) 2012 programs is now open:

- Pre-Disaster Mitigation (PDM),
- Flood Mitigation Assistance (FMA),
- Repetitive Flood Claims (RFC), and
- Severe Repetitive Loss (SRL) Programs

Hazard mitigation activities are intended to reduce or eliminate future property damages and/or loss of life from natural hazards such as floods, tornadoes, and storms. The HMA programs provide funds for hazard mitigation planning activities and implementation of mitigation projects. Each of the programs under the HMA umbrella is distinct and has separate eligibility criteria and program rules. However, because each of the programs also has some common characteristics with the others, the federal guidance document and application periods are combined. Most grants are funded with 75 percent federal share and 25 percent local match, but cost sharing requirements vary by program.

## HOPE VI Main Street NOFA

**Agency:** HUD

**Program Funding:** \$500,000

**Expected No. of Awards:** 1

**Applications Due:** August 22, 2011

**Website:** <http://www07.grants.gov/search/search.do?&mode=VIEW&oppId=100915>

**Eligibility:** eligible applicants are limited to local governments, as defined in Section I.D. of this NOFA. The local government must: 1, Have a population of 50,000 or less; and 2., Not be served by a local government, county/parish, regional, or state public housing agency (PHA) that administers more than 100 physical public housing units within the local government's jurisdiction. Such units exclude Section 8 Housing Voucher subsidized units and public housing units in Mixed-Finance developments where the PHA is not the General Partner in the for-profit ownership entity.

**Summary:** The purpose of the HOPE VI Main Street program is to provide grants to small communities to assist in the rejuvenation of an historic or traditional central business district or Main Street area by replacing unused commercial space in buildings with affordable housing units. The objectives of the program are to: redevelop Main Street areas; preserve historic or traditional architecture or design features in Main Street areas; enhance economic development efforts in Main Street areas; and provide affordable housing in Main Street areas.

## Region 5 Wetland Program Development Grants

**Agency:** EPA

**Program Funding:** \$2,200,000

**Match:** 25%

**Expected No. of Awards:** 4 to 10

**Applications Due:** August 12, 2011

**Website:** <http://www.epa.gov/reg5oh2o/stpb/pdf/rfpepar5wpdg2011.pdf>

**Summary:** Wetland Program Development Grants (WPDGs) provide eligible applicants an opportunity to conduct and promote the coordination and acceleration of research, investigations, experiments, training, demonstrations, surveys, and studies relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution. Implementation of wetland protection programs is not an eligible effort under this announcement. **Summary:**The purpose of the HOPE VI Main Street program is to provide grants to small communities to assist in the rejuvenation of an historic or traditional central business district or Main Street area by replacing unused commercial space in buildings with affordable housing units. The objectives of the program are to: redevelop Main Street areas; preserve historic or traditional architecture or design features in Main Street areas; enhance economic development efforts in Main Street areas; and provide affordable housing in Main Street areas.

## Rural Housing Preservation Grants NOFA

**Agency:** U.S. Department of Agriculture (USDA)

**Program Funding:** \$9,814,482

**Award Ceiling:** \$100,000

**Applications Due:** August 22, 2011

**Website:** <http://www07.grants.gov/search/search.do?&mode=VIEW&oppId=103613>

**Summary:** The U.S. Department of Agriculture announces the Notice of Funding Availability (NOFA) for the Housing Preservation Grant Program. This program is available for residents of rural areas whose incomes fall into the low and very low income categories and who need assistance to repair or rehabilitate their homes. An area is considered rural if it is populated with 20,000 people or less. Urban area residents would not be eligible for the program. Nonprofits, local governments, and Native American tribes can receive the grant funding to repair the properties of these residents. Grant funding is not provided to individuals. The deadline to submit the pre-application is August 22, 2011.

## Transit Investments for Greenhouse Gas and Energy Reduction (TIGGER)

**Agency:** Department of Transportation (DOT)/Federal Transit Administration



**Program Funding:** \$49,900,000

**Award Ceiling:** \$15,000,000

**Award Floor:** \$1,000,000

**Applications Due:** August 23, 2011

**Website:** <http://www07.grants.gov/search/search.do?&mode=VIEW&oppId=101453>

**Eligibility:** under TIGGER, only public transportation agencies, federally recognized Tribes or State DOTs may apply. A public transportation agency may apply for one or multiple projects in one proposal. Likewise, public transportation agencies working in a consortium to meet the minimum funding threshold may also submit a proposal detailing individual projects. Additionally, a State DOT may submit a consolidated proposal for multiple projects from one or more transit agencies in order to meet the \$1,000,000 threshold. Consolidated proposals from either State DOTs or agency consortia must contain individual project level information, as described in Section 5 Application Content, for each project included in the consolidated proposal. Grant awards will be made for a particular project directly to public transportation agencies, Tribes, or State Departments of Transportation on behalf of a public transportation agency. Please see details in FR Notice Pages 37175 - 37184 [FR DOC # 2011-15913] <http://www.gpo.gov/fdsys/pkg/FR-2011-06-24/pdf/2011-15913.pdf>

**Summary:** there are two eligible purposes for TIGGER grants: (1) For capital investments that will assist in reducing the energy consumption of a transit system; or (2) for capital investments that will reduce greenhouse gas emissions of a public transportation system. Project proposals may be submitted under either or both categories. FTA has established a range of funding that will be considered for approval. Each submitted proposal must request a minimum of \$1,000,000 and must not exceed a maximum of \$15,000,000. Proposals that include projects less than \$1,000,000 may be applied for if they are part of a consolidated proposal submitted by the State Department of Transportation (State DOT) or a consortium of smaller agencies working in tangent that, in total, meets or exceeds the \$1,000,000 threshold. FTA may decide to provide only partial funding for certain proposals to maximize the impact of this program. Detailed budget proposals and a minimum value needed to achieve project results are expected in all proposals. FTA encourages applicants with projects that are not technologically innovative, or which do not meet these funding thresholds to apply under the Clean Fuels program which has simpler application criteria.

## Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants NOFA

**Agency:** DOT

**Program Funding:** \$527,000,000

**Award Ceiling:** \$200,000,000

**Award Floor:** \$10,000,000

**Applications Due:** October 3, 2011

**Website:** <http://www.dot.gov/tiger/>

**Summary:** Projects that are eligible for TIGER Discretionary Grants under the FY 2010 Appropriations Act include, but are not limited to: highway or bridge projects eligible under title 23, United States Code; public transportation projects eligible under chapter 53 of title 49, United States Code; passenger and freight rail projects; and port infrastructure investments. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, United States Code, apply to all projects receiving funds.

Our Grant Services Program responds to the challenges our members face on an ongoing basis for additional resources and operating revenues. This program enlists the assistance of experts willing to

provide a variety of services to assist counties with defining grant issues, developing funding strategies, identifying sources of grants or loan funding, and completing grant applications.

If you have any questions about the funding sources listed in this alert, please contact:

**Gabriel Zawadzki**

(800) 336-2018 or [Zawadzki@micounties.org](mailto:Zawadzki@micounties.org)

**Michigan Association of Counties**

935 N. Washington Avenue

Lansing, Michigan 48906

Tel: (800) 258-1152 or (517) 372-5374

Fax: (517) 482-4599

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



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Michigan Association of Counties 935 N. Washington Ave. Lansing MI 48906

# FOR YOUR CONSIDERATION

From: Tuscola County Council on Aging Advisory Board

To whom it may concern:

May I have a moment of your time? The Tuscola County Council on Aging is going to be holding their annual "Dinner Dance" on September 22, 2011 at the Polish-American Club in Caro Michigan. A request for any donations that will be given away as a door prize is being extended to your business.

The event offers dinner and dancing for senior citizens that will include door prize giveaways. These prizes are given away at random and the donating business name is announced to the attending guests. A donation would be very helpful in seeing this become another successful annual event.

Thank you for your time and consideration of this request. If you have any questions or need further information, please feel free to contact one of the Council Board members:

Jearld Gamm (989)-823-2423

Sandra Williamson (989)-673-4767

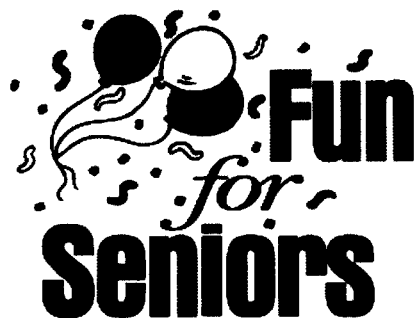
Margaret Wenta (989)-795-2215

*The usual \$1000.00 donation*

Sincerely yours,

*Margaret Wenta*

Tuscola County Council on Aging Advisory Board



June 23, 2011

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, June 23, 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 Matuszak that the minutes of the June 9, 2011 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$99,122.81 and bills in the amount of \$284,075.24 covered by vouchers #11-22 and #11-23 were presented and audited.

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

Brief Public Comment Segment:

None.

Mr. Jack Schmitz with Burnham & Flower Insurance Company appeared before the Board to further discuss the Road Commission's group health insurance plan. Discussions included WageWorks, a plan administrator that provides services with a Health Reimbursement Account. After discussion, Management will continue to review the proposed options and report back at the next regular meeting of the Board.

Motion by Parsell seconded by Zwerk that the bids for Sign Posts taken and accepted at the last regular meeting of the Board be awarded to the low bidder, Newman Signs, Inc. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell that bid items #12 and #13 for Elmwood Township, bid item #17 for Gilford Township, and bid item #18 for Koylton Township of the 2011 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk that the Tuscola County Road Commission cast a ballot for Darrel Spragg of Alpena County, Brian Gutowski of Emmet County, Carl Sholander of Iron County, Lonny Lutke of Missaukee County, and Steven Puuri of Washtenaw County to serve on the Board of Directors of the Michigan County Road Commission Self-Insurance Pool. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Sheridan approving the request from the City of Vassar to temporarily re-route a portion of M-15 traffic detouring to Atkins Road, Frankenmuth Road, Van Cleve Road, Bray Road, and Ormes Road for the Vassar Riverfest Car Show held on August 6, 2011 and the Vassar Riverfest Parade held on August 7, 2011. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan approving that the Road Commission's Shop Foreman and four Diesel Mechanics attend a two-day training seminar in September hosted by Truck & Trailer Specialties. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:30 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

\_\_\_\_\_

Chairman

\_\_\_\_\_

Secretary-Clerk of the Board



# Lakeshore Legal Aid

William R. Knight Jr. Executive Director  
Administrative Office  
21885 Dunham Road, Suite 4  
Clinton Township, MI 48036-1030

Phone: (586) 469-5903  
Fax: (586) 469-6523

**Counsel & Advocacy Law Line**  
Toll Free: (888) 783-8190

#9

Tuscola County Board of Commissioners  
207 E. Grant Street  
Caro, MI 48723

June 27, 2011

Re: Region VII Area Agency on Aging  
Funding Proposal

Greetings:

For the past several years Lakeshore Legal Aid has been funded by Region VII Area Agency on Aging to provide free Legal Assistance and Elder Abuse Prevention services to seniors in a 10-county region which includes Tuscola County. Lakeshore is currently seeking to have the funding renewed for an additional year. Since October 1, 2009, Lakeshore Legal Aid has also provided Long Term Care Ombudsman services for the residents in the same ten (10) counties. The ombudsman service has proven to be a logical extension of the legal assistance and elder abuse prevention work we had provided seniors in the region for more than a decade.

Lakeshore Legal Aid has been providing free legal services to seniors and low income people for more than 40 years. Enclosed is a summary of our program and the services we propose to provide with the AAA funds should we be awarded them. Prior to a funding decision by Region VII Area Agency on Aging, the Board of Commissioners of each county in the 10 county service area is invited to comment on our request. You may submit any comments to Region VII Area Agency on Aging's Board of Directors, 1615 S. Euclid Ave, Bay City, MI, 48706, by July 6, 2011 for consideration.

Last, whether related to this funding request or not, if the Board of Commissioners should ever wish to learn more about the services Lakeshore Legal Aid provides to the citizens of your county, I would be pleased to provide a presentation or additional information to you at your convenience.

Very truly yours,

Lakeshore Legal Aid

William R. Knight, Jr.  
Executive Director

enc.

---

*Because justice for some is no justice at all*

---

## LAKESHORE LEGAL AID

WHO WE ARE: Lakeshore Legal Aid provides free legal assistance to low income people in a seventeen-county region in Michigan's Thumb and Bay areas (from Wayne County in the South, through the Thumb counties and continuing up through Arenac County to the North). Lakeshore also provides free legal assistance to seniors (regardless of income) in fifteen of those counties.

Together with the substantial funding Lakeshore receives to provide legal assistance to all persons living near the poverty level, Lakeshore has been able to leverage its resources to also provide comprehensive elder abuse prevention services and community coordination. The combined resources available to Lakeshore have allowed it to employ well-trained professionals, cross-trained and working together as a team to serve its senior population. By utilizing experienced attorneys to work with the courts, prosecuting attorneys, police departments, protective service agencies, and others, Lakeshore is able to work with the other community members on an equal level of professionalism, competence and respect.

Since October 1, 2009 Lakeshore Legal Aid has also provided Long Term Care Ombudsman service for the residents in the 10 eastern Mid-Michigan counties served by Region VII, Area Agency on Aging. There are 48 long term care facilities located throughout the 10 counties, and the Lakeshore ombudsmen visit the residents in each facility on a very regular basis to resolve any issues in their care, comfort or life style. Most issues are resolved amicably with the help of the staff and administration of the facility. When a more difficult issue arises, the ombudsman can work closely with the legal staff of Lakeshore Legal Aid to ensure the residents rights are protected or enforced.

WHAT WE DO: For more than 40 years Lakeshore has maintained an active involvement in the local communities it serves. Our staff attorneys provide legal advice, counseling, advocacy and litigation representation to seniors with a wide range of non-criminal matters. Since 2003, three other legal aid programs in the state, (covering all of the upper peninsula, northern lower Michigan, the western side of the state, and several southern counties), have contracted with Lakeshore for the provision of client intake, advice and brief legal services through our attorney staffed hotline. Including the assistance provided to the clients of the three other legal aid programs that contract with Lakeshore Legal Aid, we provided legal assistance to over 15,000 low income and senior clients last year. Lakeshore served more than 2,300 clients in the 10 counties served by Region VII Area Agency on Aging, with more than 1,600 of those clients aged 60 plus

Its attorneys and members of its board of directors participate in local task force efforts, local social service agencies' boards of directors, and volunteer their time assisting other community groups. The local offices also participate in local senior fairs and other senior community activities to educate the population about legal issues facing the senior populations and the availability of legal assistance to address the unique legal issues seniors face. Each year, Lakeshore conducts numerous community legal education and outreach events at senior centers throughout the region. In addition to its staff attorneys, Lakeshore has a panel of private attorneys that volunteer their professional time and services, pro bono, to assist Lakeshore clients. Since 2001 Lakeshore has been providing community trainings and coordination of community organizations to help prevent elder abuse and exploitation throughout its service area. Lakeshore staffs have represented hundreds of senior clients seeking protection from persons attempting to abuse or exploit them. Hundreds more clients have been protected from exploitation by the



preparation of prophylactic legal documents such as powers of attorney, and wills and trusts to prevent undue influence on the seniors by others who would limit or end the senior's independence.

Each year Lakeshore Legal Aid's attorneys make a concerted effort to reach out to the seniors in each of the ten counties served by Region VII Area Agency on Aging. In addition to our work in Elder Abuse Prevention, Lakeshore Legal Aid provided direct, free legal assistance to **more than 200 seniors in Tuscola County** over the past year.

# REGION VII AREA AGENCY ON AGING

## SUPPORT SERVICES BUDGET SUMMARY

Agency: Lakeshore Legal Aid Budget Period: October 1, 2011 to September 30, 2012

### PLANNED EXPENDITURES                      SERVICE CATEGORIES

LINE ITEMS	1 - Legal	2 - EAP	3 LTCO	4	5	6 TOTAL	7 Admin.
Salaries	78395	18327	63981			160703	43341
Fringe Benefits	37630	8797	30711			77138	20804
Personal Svc. Contracts							
Travel/Conferences	5539	475	12028			18042	
Supplies	900	900	900			2700	
Equipment							
Occupancy	6222	1464	9263			16949	
Communications	2292	936	1680			4908	
Other							
<b>TOTAL</b>	<b>130978</b>	<b>30899</b>	<b>118563</b>			<b>280440</b>	<b>64145</b>
Program Income (minus)	2500	1800	100			4400	
<b>NET COSTS</b>	<b>128478</b>	<b>29099</b>	<b>118463</b>			<b>276040</b>	<b>64145</b>
<b>FUNDING SOURCES</b>							
Area Agency Funds (90%)	56000	13172	83366			152538	
Local Match (10%)	6222	1464	9263			16949	
Cash							
In-Kind	6222	1464	9263			16949	
Other Resources	66256	14463	25834			106553	
<b>TOTAL FUNDS</b>	<b>128478</b>	<b>29099</b>	<b>118463</b>			<b>276040</b>	

CERTIFICATION:

  
 SIGNATURE OF AGENCY DIRECTOR

6/28/2011  
 DATE

# SUPPORT SERVICES BUDGET DETAIL

## SALARIES SERVICE CATEGORIES

Position/Title	# of Pos.	Base Hr. Rate	Hrs./Wk.	# of Wks.	FT*	1 Legal	2 EAP	3 LTCO	4	5	6 TOTAL	7 Admin.	8 In-Kind	9 Other Resources
Super. Attorney-C	1	24.23	40	52	X	40821	9577				50398	5040		5549
Super. Attorney-P	1	28.51	3	52	X	3547	901				4448	445		4448
Staff Attorney-P	2	18.27	6	52	X	8600	2800				11400			11400
Secy- Adm Asst&Reptg	1	20.19	20	52	X	13824	421	6753			20998	20998		20998
Secretary-Ombuds	1	12.02	40	52	X	8903	3599	12500			25002	12500		12500
Ombudsman Coor.	1	20.19	40	52	X			41995			41995			
Executive Director	1	40.46	2	52	X	1800	608	1800			4208	2104		4208
Comptroller	1	28.90	1.5	52	X	900	421	933			2254	2254		2254
<b>TOTALS</b>														
						78395	18327	63981			160703	43341		61357

Note: Administrative staff have job duties outside the service area/categories as well which are not included. ED produces limited case units across the organization's service area.

## FRINGE BENEFITS

\$ Amount for Part-Time														
\$ Amount for Full-Time						37630	8797	30711			77138	20804		29452
<b>TOTALS</b>						37630	8797	30711			77138	20803.7		29452

\*FT--Full time employee, place "X"

# SUPPORT SERVICES BUDGET DETAIL

Personal Svc. Contracts	Hrs./Wk.	#/Wk.	SERVICE CATEGORIES								
			1 Legal	2 EAP	3 LTCO	4	5	6 TOTAL	7 Admin.	8 In-Kind	9 Other Resources
TOTAL			0					0			
Travel/Conferences											
Legal Advocate Travel (12,400 MilesX.485)			5539	475				6014			6014
Ombudsman Travel (24,800X.485)					12028			12028			3652
TOTAL			5539	475	12028			18042			9666
Supplies											
Direct Service (\$75/mo ave per service cat) Note: 2/3 of increased cost are leveraged resources.			900	900	900			2700			1800
TOTAL			900	900	900			2700			1800
Equipment											
TOTAL											
Occupancy											
Office Space (14 sites/mo average x 100.89)			6222	1464	9263			16949		16949	
Utilities											
TOTAL			6222	1464	9263			16949		16949	
Communications											
Postage			600	600	600			1800			1500
Telephone			1692	336	1080			3108			2778
TOTAL			2292	936	1680			4908			4278
Other											
TOTAL											

## SUPPORT SERVICES BUDGET DETAIL

### I. Fringe Benefits

	Percent Rate- Full-Time Employees	Percent Rate- Part-Time Employees
FICA	7.65%	
Retirement	1.00%	
Health Insurance	35.12%	
Life Insurance	0.19%	
Worker's Compensation	0.24%	
Unemployment Compensation	3.35%	
Check one: <input type="checkbox"/> Self Insured <input checked="" type="checkbox"/> State Insured		
Note: The maximum allowable reimbursement rate for self-insured Unemployment Compensation is 2.7% (.027)		
Other- Long Term Disability	0.45%	
Other-		
<b>TOTAL PERCENT OF SALARY</b>	<b>48.00%</b>	

### II. Local Cash Match Detail

Service	Source	Dollar Amount

### III. Local In-Kind Match Detail

Service	Source	Dollar Amount
In-kind Space Used for Legal, EAP, Educ.&Train.	Salvation Army, and other outreach places for service.	16949
Volunteers - LTCO	Per Volunteer - TBD	

### IV. Other Resources Detail

Service	Source	Dollar Amount
Attorney Salaries	IOLTA/Filing Fees	61357
Attorney Fringes	IOLTA/Filing Fees	29452
Supplies	IOLTA/Filing Fees	1800
Communications	IOLTA/Filing Fees	4278
Advocate Travel	IOLTA/Filing Fees	9666