TUSCOLA COUNTY BOARD OF COMMISSIONERS MEETING AGENDA THURSDAY, AUGUST 30, 2012 – 8:30 A.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

8:30 A.M.	Call to Order – Chairperson Bardwell
	Prayer – Commissioner Peterson
	Pledge of Allegiance – Commissioner Petzold
	Roll Call – Clerk White
	Adoption of Agenda
	Action on Previous Meeting Minutes (See Correspondence #1)
	Brief Public Comment Period
	Consent Agenda Resolution (None)
	New Business
	-DHS Child Care Fund 2012 Budget Amendments (See
	Correspondence #2)
	-DHS Child Care Fund 2013 Budget
	-Health Department Request for Debit Cards (See Correspondence #3)
	-Zoom Energy Natural Gas Proposal (See Correspondence #4)
	-Medical Care Facility Millage Transfer Requests (See
	Correspondence #5)
	-Rebidding of Project to Add Jail Beds
	-MGT Agreement Child Care Fund Cost Allocation Plan (See
	Correspondence #6)
	-Rescind Motion Regarding Emergency Services
	Old Business
	Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL Caro DDA Brownfield Redevelopment Authority Economic Development Corporation MAC Economic Development/Taxation MAC 7TH District Local Unit of Government Activity Report Michigan Association of Counties – Board of Directors NACo MAC Judiciary & Public Safety Committee NACo Agricultural Committee NACo Rural Action Caucus MAC Agriculture & Tourism

<u>KERN</u>

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 2020

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

PETERSON

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

<u>ALLEN</u>

Board of Public Works Local Unit of Government Activity Report Human Services Coordinating Council Great Start Collaborative – Tuscola County Parks & Recreation

Closed Session (If Necessary)

Other Business as Necessary

BOARD AGENDA.....8/30/12.....Page 3

Extended Public Comment

Adjournment

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

CORRESPONDENCE

- #1 August 14, 2012 Full Board Minutes
- #2 DHS Child Care Fund 2012 Budget Amendments
- #3 Health Dept. Request for Debit Cards
- #4 Zoom Energy Natural Gas Proposal
- #5 Medical Care Facility Millage Transfer Request
- #6 MGT Consulting Services Agreement
- #7 August 2012 Health Dept. Monthly Report
- #8 August 2, 2012 Road Commission Minutes
- #9 Pigeon River Notice of Letting of Intercounty Drain Contract
- #10 Michigan County July Index by Jobless Rate

DRAFT TUSCOLA COUNTY BOARD OF COMMISSIONERS August 14, 2012 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 14th day of August, 2012 to order at 8:33 o'clock a.m. local time.

Prayer by Commissioner Bardwell Pledge by Commissioner Allen

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

12-M-149

Motion by Allen seconded by Peterson to adopt the agenda as amended. Motion carried.

12-M-150

Motion by Allen seconded by Kern to approve the minutes of the 7/26/2012 regular meeting. Motion carried.

Brief Public Comment – EDC Director Steve Erickson made the board aware of the Thumb EDC Summit scheduled for October 17. Details to follow.

Overview of 2011 County Audit presented by Val Hartel and Gary Anderson with Anderson, Tuckey, Bernhardt & Doran, P.C.

12-M-151

Motion by Kern seconded by Allen to authorize the sheriff to fill the Emergency Services position (full-time). Motion carried.

12-M-152

Motion by Kern seconded by Allen to authorize the sheriff to hire Pat Finn (at his current rate of pay) after the MERS waiting period to train the new Emergency Services Director. Also, authorize all necessary budget adjustments. Motion carried.

9:49 a.m. – Recess 10:04 a.m. – Reconvene

12-M-153

Motion by Kern seconded by Peterson that the 2011 Tuscola County Comprehensive Annual Financial Report be received and placed on file. Motion carried.

12-M-154

Motion by Kern seconded by Allen to direct the controller to send a bill to Enterprise Facilitation for \$33,115. Motion carried.

EDC Director Steve Erickson appeared to suggest the county update the county's Solid Waste Plan.

Jail Construction Bid Opening:

- 1. Serenus Johnson Construction, Bay City; \$72,500;
- 2. Gerald G. Bergman, Saginaw; \$57,600;

12-M-155

Motion by Kern seconded by Peterson that the county hiring freeze be lifted and John Nitz be hired to the position of part-time custodian effective August 14, 2012 at the first step of the pay scale (satisfactory physical and background check has been completed). Motion carried.

12-M-156

Motion by Kern seconded by Allen to appoint Dawn Bowden (Human Resource Director) as the officer delegate and attend the Municipal Employees Retirement System annual meeting on October 3, 2012. Motion carried.

12-M-157

Motion by Allen seconded by Petzold to approve the Primary Road Millage transfer request of \$164,553.68 as identified by Voucher #03-12 dated August 1, 2012, from the Primary Road Millage Fund to the Road Commission General Fund. Motion carried.

12-M-158

Motion by Allen seconded by Kern to approve the Local Bridge Millage transfer request of \$28,069.19 as identified by Voucher #03-12 dated August 1, 2012, from the Bridge Millage Fund to the Road Commission General Fund. Motion carried.

12-M-159

Motion by Allen seconded by Peterson that in order to comply with audit recommendations regarding fixed assets that approval is provided to purchase equipment for an amount of \$3,334 which is necessary to automate the fixed asset inventory function. Also, appropriate budget amendments to the equipment fund are authorized. Motion carried.

12-M-160

Motion by Peterson seconded by Petzold that per the July 24, 2012 letter from Margaret Phillips to allow the courthouse lawn be used on October 27, 2012 to conduct a rally from noon to 4:00 P.M. Motion carried.

12-M-161

Motion by Kern seconded by Allen to authorize signing the County-Wide Cost Allocation Plan – Certification of the Responsible County Official document. Motion carried.

11:35 a.m. - recess 11:46 a.m. - reconvened

12-M-162

Motion by Allen seconded by Peterson to go into closed session under section 8(c) of the Open Meetings Act to discuss labor negotiations. Roll call: Allen, yes; Kern, yes; Petzold, yes; Peterson, yes; Bardwell, yes. Motion carried.

12-M-163

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

12-M-164

Motion by Allen seconded by Kern to rescind the motion cutting the elected officials' salaries by 10% beginning January 1, 2013. Motion carried.

Extended Public Comment - none

Meeting adjourned at 12:27 p.m.

Margie A. White Tuscola County Clerk



Tuscola County DHS 1365 Cleaver Rd. Caro, MI 48723 www.michigan.gov

Tel: 989 673 9130 Fax: 989 673 9209

To:	Honorable Kim David Glaspie, Tuscola County District Court Judge	Date:	8/20/12
	Tuscola County Board of Commissioners		
From:	Irene Bazan Waller, Director Tuscola, Huron and	Lapeer	DHS
	by Karen Southgate, Program Manager		
Subject:	County Child Care Fund		

Memo

The actual cost of Institutional Care for Tuscola County Foster Care Neglect/Abuse and Juvenile Justice Cases has exceeded the current budgeted costs. In order for the State of Michigan to reimburse the county for 50% of the cost, the County Child Care Budget Summary – form DHS 2091 must reflect this change. We are asking for approval of the attached amended budget. The current County Child Care Fund (CCCF) year runs from 10/1/11-9/30/12.

In August 2011, the Tuscola Department of Human Services developed a projected budget for the CCCF. The budget was estimated based on an average of the former three years usage plus an additional amount projected to cover any potential increases for the 2011-2012 year. This budget was approved on 9/26/11 and is attached.

When a child enters Foster Care, the DHS Child Welfare Funding Specialist determines how the cost of care will be funded. There are several sources of funding: Title IVE, County Child Care Fund, Limited Term/Emergency Funding or State Ward Board and Care. Title IVE funds are federal funds and to be eligible, the child must meet former AFDC funding eligibility, the Court orders must comply with certain requirements and the child's placement must be eligible. Limited Term/Emergency funding would cover children who have their own income – Social Security/SSI. County Child Care Funding covers children who do not meet the eligibility factors for the former two funds. State Ward Board and Care covers children whose parental rights are terminated.

Over the past fiscal year, there was an unexpected increase in the number of children placed in institutional care and funded by the CCCF. Part of this increase was a bill from the Bay County Detention Center that exceeded \$17,000.00 and covered several of the past years for several children in the Juvenile Justice system. We do not expect another bill of this type.

Institutional care costs are projected to be \$70,000 more than the current budget. Of this total, \$25,000 can be covered by transferring budgeted funds between line items where actual expenditures are expected to be less than current budget as follows:

- \$15,000.00 transferred from the Family Foster Care line to Institutional Care
- \$10,000.00 transferred from the Independent Living line to Institutional Care
- The other \$45,000 is anticipated based on current financial information to be available in fund balance in the DHS Child Care Fund (288).

The Tuscola DHS does expect to have additional surplus in the Family Foster Care line and in the In Home Care line; however, it is important to be cautious in moving funds from those lines as the CCCF expenses cannot exceed the amount budgeted or the State will not reimburse in those areas.

Thank you in advance for your consideration of this request.

DHS-2091 (jjolt_live\ccf\JJOLT_2091.htm)

Page 1 of 1

COUNTY CHILD GARE BUDGET SUMMARY Michigan Department of Human Services (DHS)

		Ghild and Fa	amlly Services			
County C Tuscola		Court Contact I	Person	Telephone Numbe	r E-Mail Ad	dress
Fiscal Year		DHS Contact P	erson	Telephone Numbe	E-Mail Ad	dress
October 1, 2011 through Se	ptember 30, 2012 🐳	Southgate,	Karen (Tuscola) 🐳	989-673-9130	southga	atek@michigan.go
TYPE OF CARE			A	NTICIPATED EXP	ENDITUR	ES
I. CHILD CARE FUND			DHS	COUR	7	COMBINED
A. Family Foster Car	e		\$193,500.0	0 \$62.0	00.00	\$255,500.00
B. Institutional Care	************		\$193,600.0	0 \$260,0	00.00	\$453,600.00
C. In Home Care	************		\$54,660.0	0 \$313,2	275.09	\$367,935.09
D. Independent Livin	g		\$5,000.0	0 \$5,0	00.00	\$10,000.00
E. SUBTOTALS	******		\$446,760.00	0 \$640,3	275.09	\$1,087,035.09
F. Revenue	********		\$55,000.00		00.00	\$105,000.00
G. Net Expenditure	********		\$391,760.00		275.09	\$982,035.09
COST SHARING RATIOS II. CHILD CARE FUND	County 50%/State	50%				
Foster Care During Re Period	elease Appeal				\$	\$0.00
COST SHARING RATIOS	County 0%/State 1	00%				
III. JUVENILE JUSTICE	SERVICES FUND Basic Grant	······································	s	\$ \$15,0	00.00	\$15,000.00
COST SHARING RATIOS	County 0%iState 1 \$15,000.00 Maxim					
IV. TOTAL EXPENDITUR	E	* * * * * * * * * * * * *			E	\$997,035.09
THE UNDERSIGNED HAVE PAI submitted above represents a	RTICIPATED IN DEVEL	OPING THE PI		ober 1, 2011 thro	ough Sep	
Presiding Judge				Date	l	
County Director of DHS Signature				Date	•	
Chairperson, Board of Commission	er's Signature			Date)	
ndiOr County Executive Signatur	0			Date	,	
The Family Independence Agency will n secause of race, sex, religion, age, national eilets or disability. If you need help will americans with Disabilities Act, you are flice in your county.	nal origin, color, maritai stat h reading, writing, hearing, e	lus, political Ic., under the known to an DHS	AUTHORITY: Act 87, Public COMPLEYION: Required PENALTY: State reimburse			overnment.

DHS-2091 (Rev. 5-00) Previous edition may be used. MS Word-97

Amended Budget

			mily Services	nv)			
Gounty Tuaoola			Contact Person Donald, Greg (Tuscol	a) 🔻	Telephone Nu 989-672-007		E-Mall Address gincdonaid@
Pisoni Year		DHS C	ontaot Porson	 ''1	Telephone Nu	niber	E-Mall Address
October 1, 2011 through	September 30, 2012 🔻		¥	1			
TYPE OF CARE			ANTIC	IPATE	D EXPENDIT	URE	S
I. CHILD CARE FUND)		DHS		COURT		COMBINED
A. Family Foster	Care		\$208,500,00		\$62.000.00		\$270,600.00
B. Institutional C	8/9		\$123,800.00		260,000.00		\$383,600.00
••••••••	**********************************		\$54,680.00	\$	313,275,09		\$367,935.09
	lving		\$15,000.00		\$5,000.00		\$20,000.00
E. SUBTOTALS	*****************************		\$401,760.00		840,275.09	the second se	,042,038.09
	***************************************		\$55,000.00		\$50,000.00		\$105,000.00
G. Net Expenditu	(Ø 12120111111111111111111111111111111111	,	\$348,760.00	\$	590,275.09		\$937,036.09
COST SHARING RATIOS	County 50%/State 50%						
II. CHILD CARE FUNI Foster Care Durin Period		-			\$		\$0.00
COST SHARING RATIOS	County 0%/State 100%						
III. JUVENILE JUSTI	CE SERVICES FUND	I					
	Basic Grant		\$		\$15,000.00		\$15,000.00
COST SHARING RATIOS	County 0%/State 100% \$15,000.00 Maximum						
IV. TOTAL EXPENDIT	'URE					\$	952,035.09
THE UNDERSIGNED HAVE certify that the budget sub 1, 2011 through Septemi	PARTICIPATED IN DEVEL	OPIN					
Presiding Judge	TIV				Dato 91	12)	12011
County Director of DHS Signal	Josner ()	1-12	methaller		Date Q	. Z.	Z. Y
Ghairperson, Board of Commis	sionor's Signature	17	$\sum Q$		Date 9	-24	>-11
And/Or County Executive Sign	nturo				Date		
The Family Independence Agency y individual or group bearuse of race marinal status, political behave or d willing, hearing, etc., under the Am mulad to make your needs known i	, sox, religion, ago, national origin Isability. If you nood holp with rea orloans with Dissbiliitos Aot, you	i, color, ding,	AUTHORITYI AQL 87, Public COMPLETION: Required PENALTYI State reinsburser		•		i governatout.

COUNTY CHILD CARE BUDGET SUMMARY

DHS-2091 (Rev. 5-00) Provious edition may be used. MS Word-97

Current Budget 9/20/2011

https://jjolt.famcare.net/genfunc.exe

Mike Hoagland

From:	Bonnie Sammons [bsammons@tchd.us]
Sent:	Tuesday, August 21, 2012 8:50 AM
То:	Michael Hoagland
Cc:	Clayette Zechmeister
Subject:	Request to open account at Northstar Bank
Importance:	High
Attachments	: Agency Gift Card Use Policy.pdf

Good Morning Mike,

We are hoping to be added to the BOC agenda on 8/30/12. We are requesting permission to open a small savings account at Northstar Bank so we can transfer funds and purchase a gift card that will be used as a debit card for agency purchases. The attached policy explains our intent for using the card. We closed our credit card account but still need a mechanism to occasionally pay for conferences, lodging, etc. Thanks for your assistance Mike.

Bonnie Sammons Fiscal Manager Tuscola County Health Department 1309 Cleaver Rd., Suite B Caro, MI 48723-9160 Telephone: (989)673-8114 Ext. 143 Fax: (989)673-7490

Visit us on the Web: www.tchd.us

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TUSCOLA COUNTY HEALTH DEPARTMENT FISCAL DIVISION						
SECTION	17	SUBJECT	Agency Gift Card Use Policy			
EFFECTIVE DATE						
BOH ADOPTED DATE						

I. PURPOSE

To maintain procedures for use of the Agency gift card which protect the Tuscola County Health Department's financial interests.

II. SCOPE

Board of Health, Heaith Officer, Fiscal Manager, Account Clerk, Other Appropriate Staff

III. POLICY

- A. It is the policy of the Tuscola County Health Department, that with approval of the Tuscola County Board of Commissioners, a savings account with Northstar Bank be established as a means to secure a prepaid gift card in the amount of \$1,000; plus the card fee of \$5 and a one time minimum account fee of \$10. Periodically when the card is depleted, the Agency will prepare a check for deposit in the savings account to acquire a new card. The Agency gift card will be used in the same manner as a prepaid debit card, for Health Department business only.
- B. The agency card may be used for the following specific purposes:
 - 1) Payment for lodging at conferences and training seminars
 - 2) Payment of registration costs for conferences and training seminars
 - 3) Payment for items purchased from suppliers who require pre-payment, or those with which we do not have an established account
 - 4) Emergency situations at the discretion of the Health Officer
- C. Routine administration of the card, including accounting, monitoring, and procedures, will be the responsibility of the Fiscal Manager through authority of the Health Officer. The card will be held in a secure area in the fiscal division. A log will be maintained to monitor use of the card, and receipts for every purchase must be immediately forwarded to the fiscal division.
- D. It is the responsibility of the Agency to explain to each employee using the card that they will be subject to disciplinary measures, including discharge, consistent with the law for unauthorized use of the card.
- E. No purchase shall exceed the authorized budget for respective program line item expenses.

COUNTY OF TUSCOLA

DEPARTMENT OF BUILDINGS & GROUNDS

207 E. Grant St Caro, Michigan 48723-1660 (989)672-3756

MICHAEL MILLER Director

THOMAS McLANE Assistant Director

TO: COUNTY BOARD OF COMMISSIONERS

FROM: MIKE MILLER

DATE: AUGUST 21ST, 2012

RE: ZOOM ENERGY

Earlier this month Jerry Peterson and 1 met with Joan Englund a representative from Zoom Energy. They are a global company that supplies energy to areas that have been deregulated. Zoom is able to provide natural gas in Michigan to Consumers Energy customers, which we are.

Zoom Energy offers a plan called Bizchoice which does not require a contract, no fees, and would be a variable monthly rate. There is no equipment to change, and Consumers still delivers the gas and if we have problems we would still call Consumers for service. If at any time the County is unhappy with Zoom, we can cancel with Zoom and return to Consumers.

They do not guarantee that the County will save money, but they do estimate that the County would save about 25% a year. Based on Consumers costs for 2011, it is estimated that the County would have saved approximately \$12,284.

The current rate for gas through Consumers for August is \$5.45 mcf; the current rate through Zoom is \$5.19 mcf. So the County would save \$.26 mcf.

If the Board wants to change our gas provider to Zoom Energy, all that is needed is to go online and fill out an application for each building, and in approximately 30 days our accounts would be switched to Zoom Energy.

Tuscola County Medical Care Facility

Your Care Partner in Skilled Nursing and Rehabilitation Therapy

1285 CLEAVER ROAD CARO, MICHIGAN 48723 PHONE (989) 673-4117 FAX (989) 673-6665

Administrative Staff

Margot Roedel, R.N., N.H.A. – Administrator Arshad Aqll, M.D. – Certified Medical Director Brenda Kretzschmer, R.N. – Director of Nursing



Tuscola County DHS Board of Directors Robert Hirn - Chairman Kelly Whittaker – Co-Chair Doug Hall – Member

August 9, 2012

Mr. Mike Hoagland, Controller Tuscola County Board of Commissioners 125 W. Lincoln Street Caro, MI 48723

RE: Funds Transfer Request

Dear Mr. Hoagland:

This letter is to request the following transfers of funds:

1.	From: To: For:	Millage Fund #298-000-001-000, \$13,856.00 General Fund Account #291 Expense related to the Facility as follows: SecurAlarm Systems, Inc., Inv#69776 50% down BA security system install
2.	From: To: For:	Millage Fund #298-000-001-000, \$6,700.00 General Fund Account #291 Expense related to the Facility as follows: SecurAlarm Systems, Inc., Inv#69776 50% down BA hardware
3.	From: To: For:	Millage Fund #298-000-001-000, \$13,856.00 General Fund Account #291 Expense related to the Facility as follows: SecurAlarm Systems, Inc., Inv#69974 Balance due on BA security system install
4.	From: To: For:	Millage Fund #298-000-001-000, \$6,700.00 General Fund Account #291 Expense related to the Facility as follows: SecurAlarm Systems, Inc., Inv#69974 Balance due on BA hardware

The total amount of this request is \$ 41,112.00. Thank you for your assistance.

Sincerely, Geolel got

Margot D. Roedel Administrator

Cc: Pat Donovan, Tuscola County Treasurer

SecurAlarm System	1	421	Tuscola Cou	inty Medical Care Facility		
Invoice Number	Description	PO No	Date	Amount	Discount Net Amount	
INV#69776	50% Sec System Install-Annex	DHS BRD 04/2	05/31/12	\$13,856.00	\$13,856.00	UOE_
INV#69776	50% System Hardware-Annex	DHS BRD 05/2	05/31/12	\$6,700.00	\$6,700.00	105
421	Inv# 70037 Badges	PER CONTRA	05/05/12	\$112.00	\$112.00 (2pt

Check Date:	06/08/12	Check Number:	40774	Amount:	\$20,668.00	

a ana saan a

SecurAlarm System	1	421	Tuscola Cou	nty Medical	Care Facility	
Invoice Number	Description	PO No	Date	Amount	Discount	Net Amount
NV#69974	Bai Due On Sec System Install-Anne	DHS BRD 04/2	06/27/12	\$13,856.00		\$13,858.00
NV#69974	Bal Due On System Hardware-Annex	DHS BRD 05/2	06/27/12	\$6,700.00		\$6,700.00
NV#71144	32 Lenel Reader Licenae Upgrade	PROPOSAL 6	06/27/12	\$1,915.00		\$1,915.00

Check Date:	07/06/12	Check Number:	40976	Amount:	\$22,471.00

Facility	The second s	07/06/12 1,915.00 0.00	KCULBERT		
L.		1	¥	1	

1.01.00

	44 <u></u>	INVOICE			
SECURALARM	Customer N	ame Tuscola Cou			
SYSTEMS, INC.	Customer Nur	***********************	Facility 1421		
112 54th Street SW	Invoice Nur Invoice	Date -	69776 05/11/2012		
Grand Rapids, MI 49548	PO Nui PAYMENTS APPLIED T		5/15/2012		
(616) 773-6300 www.securemichigan.com					
).			
	IT CHARGES	Rate	Amount		
Description Tuscola County Medical Care Facility Office Building, 1231 Cleaver 0.50 System Installation 0.50 System Installation Sales Tax 030 UA	Rd., Caro, MY - X MU	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
0.50 System Installation (Hardware) 00	304B LILL	13,400.00 27,712.00	6,700.00 13,856.00		
		27,712.00	0.00		
Payments/Credits Applied	Inve	ice Balance Due:	0.00 \$20,556.00		
	nivo	ice Balarice Due.	<i>¢</i> ≈0,350.00		
IMPORTAL	NT MESSAGES				
All applicable Michigan Sales and Use Taxes are included	and paid by SecurAlarm on the m	aterial billed on th	is involce.		
BSE 3342 20m2, 16970.04 00675.02 0104.01 01995.00 00104.45 To pay by phone with your credit card or bank ac	with your payment to ensure proper credit		Page		
Group A. ama SecurAlarm Systems, Inc.	REMITTANCE	INFORMATION			
SECURALARM 112 54th Street SW Grand Rapids, MI 49548 www.securemichigan.com Temp Return Service Requested	Customer Number Invoice Number Invoice Date Invoice Amount Payment Terms:		1421 69776 05/11/2012 \$20,556.00 Net 30		
4	TOTAL DUE		\$20,556.00		
Please check if your billing address has changed, provide updates on the reverse side.	Amount Enclosed: \$				
Uniliniaria di Indeniaria di Indeniaria MIXED AADC 442 TUSCOLA COUNTY MEDICAL CARE FACILITY 1285 CLEAVER RD CARO MI 48723-9241	년.네.네.네.네.네.네.	EMS INC.	hadli		

11030

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R9776 001

s.

INVOICE



112 54th Street SW Grand Rapids, MI 49548 (616) 773-6300 www.securemichigan.com

Customer Name Tuscola County Medical Care Facility Customer Number 1421 Invoice Number 69974 Invoice Date 05/25/2012 PO Number PAYMENTS APPLIED THRU 5/29/2012

967

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69974

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	CURRENT CHARGES		
	Description	Rate	Amoun
Tuscola Count	y Medical Care Facility Office Building, 1231 Cleaver Rd., Caro, MI		
1.00	System Installation Sales Tax Payments/Credits Applied	20,556.00	20,556.00 0.00 0.00
		Invoice Balance Due:	\$20,556.00

IMPORTANT MESSAGES

All applicable Michigan Sales and Use Taxes are included and paid by SecurAlarm on the material billed on this invoice .

Progress Billing - Tuscola County Medical Care Facility - New Office

CARO MI 48723-9241

0199500/0010445 #00304C1#00304D 169701-1 35E 169701-1 TUSCOLA COUNTY MEDICAL CARE FACILITY RECEIVED 1 2012 To pay by phone with your credit card or bank account, free of charge, please complete the back of form. Page 1 Please detach and return this portion with your payment to ensure proper credit. 0010401 **REMITTANCE INFORMATION** SecurAlarm Systems, Inc. ECLIDAI ARM 112 54th Street SW **Customer Number** 1421 Grand Rapids, MI 49548 Invoice Number 69974 www.securemichigan.com Invoice Date 05/25/2012 Invoice Amount \$20,556.00 Temp Return Service Requested Payment Terms: Net 30 TOTAL DUE \$20,556.00 Amount Enclosed: \$ Please check if your billing address has changed, provide updates on the reverse side. "*****************MIXED AADC 442 008218 TUSCOLA COUNTY MEDICAL CARE FACILITY SECURALARM SYSTEMS INC. REMIT TO: 1285 CLEAVER RD 112 54TH ST SW

GRAND RAPIDS MI 49548-5795

CONSULTING SERVICES AGREEMENT

By and Between

Tuscola County, Michigan and MGT of America, Inc.

THIS AGREEMENT is made this _____ day of _____ 2012, by and between the County of Tuscola, Michigan ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide to Client the following services:

A Child Care Fund Cost Allocation Plan to be negotiated with the Bureau of Juvenile Justice for fiscal year 2011.

Negotiation of the court administrative allocation plan with representatives of the federal cognizant agency and/or the State, as required.

Explain calculation methods and assumptions used in the Child Care Fund CAP. This explanation may be written or verbal as requested by the Client.

Provide recommendations on methods to enhance indirect cost revenues.

1.2 Timetable for Services

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

The proposed services will be completed within twelve months after the fiscal year end.

2. Compensation

For its work under this Agreement, MGT shall be paid an annual fixed fee according to the following schedule:



	Court Administrative Cost Allocation Plan
FY 2011	\$3,000

MGT will render to Client one invoice for each Service for the fees specified herein, after acceptance of each Service by Client. Payment will be due thirty (30) days after each invoice is submitted.

3. Term, Renewal Options, and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. At Client's option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods.

This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation. If, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates plus expenses incurred shall apply for Services performed prior to termination.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

James Olson shall serve as Project Manager and point of contact for MGT under this Agreement.

Sheila Long shall serve as Project Manager and point of contact for the Client for the Cost Allocation Plans services under this Agreement.

By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1 No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.



6.2 Entire Agreement

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3 Subcontracting and Assignment

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4 Interpretation, Venue, and Severability

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Michigan state court having jurisdiction. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5 **Prior Performance**

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6 Notices

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America, Inc. 2343 Delta Road Bay City, Michigan 48706

If to Client:

Tuscola County 207 East Grant Caro, MI 48723



Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only, and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

TUSCOLA COUNTY, MICHIGAN

Ву:	
Name:	
As its:	
Address	207 East Grant
City/State/Zip:	Caro, MI 48723
FEID:	

MGT OF AMERICA, INC.

Mark Epstein By

Name: Mark Epstein As its: Senior Partner

 Address:
 2343 Delta Road

 City/State/Zip:
 Bay City, MI 48706

 FEID:
 59-1576733



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Tuscola County Health Department Board of Commissioners Monthly Report for August 2012 Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer Visit our website at <u>www.tchd.us</u>

Outcomes for the Month:

• Our health department completed Accreditation the week of July 23-27. The staff did an excellent job. Based upon exit conferences from the different sections, it appears we only have 1 missed indicator which dealt with the format of a program manual.

Issues under consideration by the Local Health Department:

- A tri-county Dental AdHoc committee is being developed to discuss the best mechanism to achieve service delivery to the Thumb's 14,000 Medicaid adults. They have the insurance to cover dental, they just do not have a dentist who will service them in the three counties of Huron, Sanilac and Tuscola. Local area dentist will be invited to sit on this committee. We are awaiting a meeting of the Dentist and MCDC before convening the AdHoc Committee.
- There is a new strain of swine flu which has, to this date, only been spread to humans via sick pigs. There has been no documented cases of human to human transmission. As of August 9th, there were 145 cases of humans being ill with the virus, but they also had contact with swine at their local or state fairs. This is a multi-state outbreak and there has been 1 case reported in Michigan as of August 15th in Washtenaw County who also had exposure to swine (Hawaii-1, Illinois-1, Indiana-113, Ohio-30, Michigan-1). Most of the positive cases of illness occurred in young children and no deaths have been attributed to this viral infection. The plan of prevention is encouraging everyone to use good handwashing, no eating or drinking around the pigs and screening of the pigs before they ever reach the fair.
- Health Department staff have been participating in the Town Hall meetings occurring regarding
 wells drying up in the vicinity of large capacity irrigation wells. There is a proposed Senate Bill
 1008 which would reinstate the section of MDEQ that dealt with water disputes between
 irrigation farmers and homeowners. This bill would require irrigation farmers to assist
 homeowners whose well has gone drying due to the farmer's irrigation techniques. The
 homeowner would have to prove, however, that it was the farmers well that caused their well to
 dry up.
- The Health Department has seen an increase in the number of Salmonella cases. One of the salmonella serotypes is Salmonella Newport of which our 3 cases have been linked to a Multi-State outbreak. Three other types of salmonella that we have received reports on included Salmonella Javiana (1), Salmonella Thompson (1), and Salmonella Enteritidis (2), with the latter being the most common Salmonella seen. None of the last three, as of this date, have been linked to any other cases.

Issues to be brought to Board of Commissioners:

None

August 2, 2012

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, August 2, 2012 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Mike Zwerk, Julie Matuszak, and Pat Sheridan; County Highway Engineer Michele Zawerucha, 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 July 19, 2012 regular meeting of the Board be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the minutes of the closed session of the Board dated July 19, 2012 be approved. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$93,786.10 and bills in the amount of \$699,343.13 covered by vouchers #12-26, #12-27, and #07 were presented and audited.

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

Brief Public Comment Segment:

(1) Tuscola County Commissioner Roy Petzold reported to the Board a list of roads received from Millington Township Supervisor Bob Worth in need of brush control in Millington Township. Superintendent/Manager Jay Tuckey reported to the Board the procedure for brush spraying on local roads, and the cost share provided to each township in accordance with the Local Road Improvement and Maintenance & Township Allowance Policy.

Watertown Township Supervisor Dan Quertermous appeared before the Board to discuss their road projects for the 2012 season. Mr. Quertermous reported that the Watertown Township Board requests a variance of the Local Road Improvement and Township Allowance Policy. Watertown Township requests that their township wide gravel patching for the 2012 season be eligible for the Section II Township Matching Allowance. After discussion, the following motion was introduced:

Motion by Parsell seconded by Sheridan to grant Watertown Township a one-year variance of the Local Road Improvement and Township Allowance Policy by allowing the township wide gravel patching for the 2012 season to be eligible for the Section II Township Matching Allowance, with the understanding that in 2013 Watertown Township will return to the policy that gravel patching is considered eligible for the Section III Township Matching Allowance. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Zwerk that a permit be issued to the "Thumb Octagon Barn" allowing for the closure of Richie Road between Bay City-Forestville Road and Huron Line Road from 8:00 A.M. to 6:00 P.M. on September 8-9, 2012 in conjunction with the annual "Fall Family Days Event"; and that the Road Commission will provide standard traffic control signs for the closure. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

TUSCOLA COUNTY BOARD OF ROAD COMMISSIONERS RESOLUTION OF SUPPORT FOR THE RECONSTRUCTION OF RAILROAD CROSSINGS Commissioner Parsell offered the following resolution and moved for its adoption:

BE IT RESOLVED, the Tuscola County Board of Road Commissioners hereby supports the Michigan Department of Transportation and Rail America in their pursuit of funding for the necessary repairs of the following railroad crossings:

Hart Road, south of Simpson, in Tuscola Township (233459C) Akron Road, between Colling and Cleaver, in Almer Township (512253X)

BE IT FURTHER RESOLVED, that the Board of Road Commissioners, County of Tuscola, emphasizes that the repair of these crossings is urgently needed for the safe travel of motorists and commodities within the county.

Motion supported and resolution adopted on a roll call vote:

AYES: Sheridan, Matuszak, Zwerk, Parsell, Laurie NAYS: None

Motion by Zwerk seconded by Parsell that the Board go into closed session at 8:40 A.M. for the purpose of discussing union negotiations. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

At 9:55 A.M. the Board returned to open session.

Motion by Parsell seconded by Zwerk that the meeting be adjourned at 10:10 A.M. Sheridan, Matuszak, Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Environmental Stewardship Division

Notice of Letting of Intercounty Drain Contract and Review of Apportionments

(In accordance with P.A. 40, of 1956, as amended)

PIGEON RIVER INTERCOUNTY DRAIN

Notice is Hereby Given, that we, Gary Osminski, Huron County Deputy Drain Commissioner, Gregory Alexander, Sanilac County Drain Commissioner, and Robert Mantey, Tuscola County Drain Commissioner, State of Michigan, and Jamie Clover Adams, Director of the Michigan Department of Agriculture and Rural Development, will on **September 5, 2012**, at the **Caseville Township Hall**, **6767 Main Street, Caseville**, **Michigan**, **Huron County, proceed to receive sealed bids until 11:00 a.m. of that day**, when bids will be opened and publicly announced for the construction of a certain Drain known and designated as "Pigeon River Intercounty Drain," located and established in Huron County: Townships of Bingham, Brookfield, Caseville, Chandler, Colfax, Grant, Lake, McKinley, Oliver, Sheridan, Winsor; City of Caseville, Villages of Owendale, and Pigeon; Sanilac County: Township of Greenleaf; and Tuscola County: Township of Elkland. Persons with disabilities needing accommodations for effective participation in the meeting should contact the Drain Commissioner in the county which they reside at the numbers noted below (voice) or through the Michigan Relay Center at 1-800-649-3777 (TTY) at least one week in advance of the meeting to request mobility, visual, hearing, or other assistance.

The Pigeon River Intercounty Drain will be let as follows, having the average depth and width as set forth: All stations are 100 feet apart. This Notice of Letting, the plans, specifications, and bid proposal shall be considered a part of the Contract. The following items will be required and a contract let for same.

Contract 1 - Instream Restoration Activities

Said drain is divided into four (4) sections of approximately six (6) miles per section as follows, each section having the average depth and width as set forth:

Section No. 1 - Gagetown Road to Notter Road: beginning at station 1249+00 at the upper end of the Pigeon River and extending downstream to station 997+00 a distance of 25,200 feet for woody debris management work, and having an average depth of 3 feet, and width of bottom ranging from 20 feet to 40 feet, and 1,451 lineal feet of channel realignment, 5,156 lineal feet of bar removal for an estimated 7,367 cubic yards of excavation. All brush to be piled onsite or disposed. Excavated material to be sidecast within the channel.

Section No. 2 - Notter Road to Berne Road: beginning at station 994+50 of the Pigeon River and extending downstream to station 652+00 a distance of 34,250 feet for woody debris management work, and having an average depth of 3 feet, and width of bottom ranging from 20 feet to 40 feet, and 400 lineal feet of channel realignment, 200 lineal feet of channel relocation and 685 lineal feet of bar removal for an estimated 4,164 cubic yards of excavation. All brush to be piled onsite, disposed or hauled off-site. Excavated material to be sidecast within the channel.

Section No. 3 - Berne Road to Dunn Road: beginning at station 651+00 of the Pigeon River and extending downstream to station 340+25 a distance of 34,475 feet for woody debris management work, and having an average depth of 3 feet, and width of bottom ranging from 20 feet to 40 feet, and 300 lineal feet of channel realignment, 998 lineal feet of channel relocation and 2,875 lineal feet of bar removal for an estimated 14,012 cubic yards of excavation. All brush to be piled onsite or disposed. Excavated material to be sidecast within the channel.

Section No. 4 - Dunn Road to M25: beginning at station 334+50 of the Pigeon River and extending downstream to station 40+00 a distance of 29,450 feet for woody debris management work, and having an

average depth of 3 feet, and width of bottom ranging from 20 feet to 40 feet, and 121 lineal feet of bar removal for an estimated 216 cubic yards of excavation. All brush to be disposed onsite, burned or hauled off-site Excavated material to be sidecast within the channel.

The construction of said drain will include the construction of the following drain crossings having the location and of the type and size as set forth:

Station 1073+00: Rockford crossing, 48-foot length, 16-foot width Station 843+00: Rockford crossing, 57-foot length, 16-foot width Station 825+00: Rockford crossing, 62-foot length, 16-foot width Station 474+00: Rockford crossing, 163-foot length, 16-foot width

The construction of said drain will include the demolition and removal of the following structures having the location and of the type and size as set forth:

Station 474+77: abandoned railroad bridge Station 1217+20: concrete dam

The construction of said drain will include the construction of the following structures at various locations within each section and of the type as set forth: 54 cross vanes, 130 vanes, 13 j-hooks, 1 w-weir, 597 feet of riffle modification.

Contract 2 - Cut-off Channel, Beadle Island Bridge, Ice and Sediment Capture Basin Said drain is divided into three (3) sections as follows, each section having an average depth and width as set forth:

Section No. 1 - Cleanout of Pigeon River Cut-off: beginning at station 0+00 at the lower end of the Pigeon River Cut-off channel and extending upstream to station 17+25 a distance of 1,725 feet, and having an average depth (of cut) of 1.5 feet, and width of bottom of 80 feet, and an estimated 6,000 cubic yards of excavation. Slopes of sides to be 2 foot horizontal to 1 foot vertical. All brush to be piled and burned and hauled offsite. Excavation to be hauled offsite. The clean out of said drain will include the construction an 80 foot clearspan steel truss bridge located in the Pigeon River Cut-off at station 17+33:

Section No. 2 – Ice and Sediment Capture Basin: beginning at station 72+50 on the Pigeon River and extending upstream to station 80+50 a distance of 800 feet, and having an average depth of 20 feet, and width of bottom varying from 60 to 160 feet, and an estimated 81,000 cubic yards of excavation. Slopes of sides to be 2 foot horizontal to 1 foot vertical. All brush to be piled and burned onsite. Merchantable timber to be salvaged. Excavation to be stockpiled onsite. Wetland mitigation/restoration area consisting of 2.13 acres to be constructed adjacent to said drain.

Section No. 3 – New Channel: beginning at station 70+00 on the Pigeon River and extending to station 82+00 a distance of 1,200 feet, and having an average depth of 15 feet, and width of bottom of 20 feet, and an estimated 33,000 cubic yards of excavation. Slopes of sides to be 2 foot horizontal to 1 foot vertical. All brush to be piled and burned onsite. Merchantable timber to be salvaged. Excavation to be stockpiled onsite.

Said job will be let in accordance with the plans and specifications now on file with the other documents pertaining to said drain, in the office of the County Drain Commissioners of the Counties of Huron, Sanilac, and Tuscola to which reference may be had by all parties interested. Bidding Documents may be obtained from River City Reproductions: 4039 40th Street SE, Unit 1, Grand Rapids, Michigan 49512; telephone No. (616) 464-1220. To order online, go to <u>www.ftch.com</u>, click on "Bid Sets and Bidders Lists," and then the appropriate Project number link or "<u>click here</u>." Cost for Bidding Documents is \$30, plus shipping (if applicable). A mandatory pre-bid conference will be held on August 22, 2012 @ 10:00 A.M. at the Caseville Township Hall, 6767 Main Street, Caseville, Michigan. Prospective Bidders are required to attend and participate in the conference.

Contracts will be made with the lowest responsible bidder giving adequate security for the performance of the work, in the sum then and there to be fixed by us, reserving to ourselves the right to reject any and all bids, and if no satisfactory sealed bids are received, we reserve the right to proceed immediately after the rejection of sealed bids and at the same time and place and without further notice to let the contract by open bidding, likewise reserving the right to reject any and all such open bids and to adjourn such letting to such time and place as we shall publicly announce.

Any persons desiring to bid on the above mentioned work will be required to deposit with the Drainage Board a cashier's check, money order, certified check or a bidders bond (cash is not acceptable) payable to the Pigeon River Intercounty Drain Drainage District in the amount of 5 % (five percent) of bidder's maximum bid price and in the form of a certified check, bank money order, or a Bid bond submitted with each Bid as a guarantee that they will enter into contract and furnish the required bond as prescribed by law. The checks of all unsuccessful bidders will be returned after contracts are awarded. All bids must be made on bidding blanks furnished by the Pigeon River Intercounty Drainage Board. Except where otherwise specified all excavations shall be bid by a unit of linear measure or lump sum and not by volume. Payments will be cash upon approval of the engineer. Owner requires that all on-site construction labor be paid prevailing wages.

Notice of Review of Apportionment for Drain Special Assessment

Notice is Further Hereby Given, that on September 13, 2012, at the Huron County Drain Commissioner's office at 417 South Hanselman Street, Bad Axe, Huron County, Michigan for all properties and public corporations in Huron County; and at the Sanilac County Drain Commissioner's office at 60 West Sanilac Avenue, Suite 201, Sandusky, Sanilac County, Michigan for all properties and public corporations in Sanilac County; and at the Tuscola County Drain Commissioner's office at 125 West Lincoln Street, Caro, Tuscola County, Michigan for all properties and public corporations in Tuscola County; Michigan for all properties and public corporations in Tuscola County;

Or at such other time and place thereafter, to which we the Drainage Board aforesaid, may adjourn the same the apportionment for benefits and the lands comprised within the "Pigeon River Intercounty Drain Special Assessment District", and the apportionments thereof will be subject to review for one day, from 9:00 a.m. until 5:00 p.m. At said review the computation of costs for said Drain will also be open for inspection by any parties interested. Persons with disabilities needing accommodations for effective participation in the meeting should contact the Drain Commissioner in the county which they reside at the numbers noted below (voice) or through the Michigan Relay Center at 1-800-649-3777 (TTY) at least one week in advance of the meeting to request mobility, visual, hearing, or other assistance.

Whereas, The owner of any land in the Special Assessment District of the Pigeon River Intercounty Drain who may feel aggrieved by the apportionment of benefits made by their county drain commissioner, may within 10 days after the day of review, appeal therefrom by making application to the probate court of the county in which the assessed property is located for the appointment of a board of review. Drain assessments will be collected in the same manner as property taxes. If drain assessments are collected by installment, the landowner or public corporations may pay the assessments in full with any interest to date at any time and thereby avoid further interest charges. For more information regarding payment of assessments, please contact your drain commissioner.

The following is a condensed description of the several tracts or parcels of land constituting the Special Assessment District of said Drain, viz. Exact property description and apportionment information must be obtained on the date and at the drain commissioners offices stated above.

Sanilac County, Michigan, Greenleaf Township, T14N – R12E: Section 3: N 320 FT of W 1531 FT of NE FRL ¼; COM 320 FT S of N ¼ COR, TH N 320 FT, W 2640 FT, S 1455 FT, E 660 FT, TH NE'LY to POB. Section 4: NE FRL ¼, EXC SE'LY ½ of SE ¼ of NE 1/4; N 67 acres of E ½ of NW FRL ¼; E ½ of NW ¼ of NW FRL ¼; N 333 FT of W ½ of NW ¼ of NW FRL ¼. Section 5: N ½ of E ½ of NE RFL ¼; N ¾ of W ½ of NE FRL ¼; NW FRL ¼, EXC the S 330 FT of W 330 FT. Section 6: E ¾ of N 1848 FT of NE FRL 1/4; W ½ of N ½ of NW ¼ of NE FRL 1/4; W 7/8 of N ½ of NW FRL ¼; E ½ of NE 1/4 of NE ¼ of NW FRL 1/4; COM 660 FT N of W ¼ COR, TH N 660 FT, E 1320 FT, TH SW'LY to POB. Also includes: Sanilac County at large, Greenleaf Township at large, Michigan Department of Transportation. **Tuscola County, Michigan, Elkland Township, T14N – R11E:** Section 1: NE $\frac{1}{4}$ except the S 660 FT of the E 990 FT thereof; W $\frac{1}{2}$, EXC COM 660 FT N of S $\frac{1}{4}$ COR, TH S 660 FT, W 660 FT, TH NE'LY to POB; N $\frac{1}{2}$ of W $\frac{3}{4}$ of W $\frac{1}{2}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$. Sections 2, 3, and 4: all. Section 5: NE $\frac{1}{4}$ of NE $\frac{1}{4}$; E 1650 FT of S $\frac{1}{2}$ of NE $\frac{1}{4}$; E 2,145 FT of SE $\frac{1}{4}$; W 495 FT of S 660 FT of SE $\frac{1}{4}$. Section 8: N $\frac{3}{4}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$; COM 660 FT E and 1320 FT S of N $\frac{1}{4}$ COR, TH N 1320 FT, E 660 FT, S 1980 FT, TH NW'LY to POB. Section 9: N $\frac{1}{2}$; N 660 FT of E $\frac{1}{2}$ of SW $\frac{1}{4}$; N 330 FT of SE $\frac{1}{4}$. Section 10: N $\frac{1}{2}$, EXC COM at CEN SEC, TH E 1980 FT, NW'LY to a PT 1320 FT E and 660 FT N of CEN SEC, TH SW'LY to POB; N 660 FT of E 660 FT of SE $\frac{1}{4}$. Section 11: N 1320 FT of W 660 FT of NE $\frac{1}{4}$; N $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$; N 660 FT of W 660 FT of SE $\frac{1}{4}$. Section 11: N 1320 FT of W 660 FT of NE $\frac{1}{4}$; N $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$; N 660 FT of W 660 FT of SW $\frac{1}{4}$. Also includes: Tuscola County at large, Elkland Township at large.

Huron County, Michigan, Bingham Township, T15N – R13E: Section 19: S ½. Section 30: N ½; SW ¼; NW'LY ½ of SE ¼. Section 31: W ½ of NW ¼; NW'LY ½ of NE ¼ of NW ¼; NW'LY ½ of NW ¼ of SW ¼.

Huron County, Michigan, Brookfield Township, T15N – R10E: Sections 1, 2, 3, and 4: all. Section 5: N $\frac{1}{2}$ of N $\frac{1}{2}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$; E $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$. Section 9: N $\frac{1}{2}$ of NE $\frac{1}{2}$; N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$. Section 10: N 20 acres of NE $\frac{1}{4}$, N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NW $\frac{1}{4}$. Section 12: all. Section 13: N $\frac{1}{2}$; N 20 acres of SW $\frac{1}{4}$; N $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$; COM 1320 FT S and 1320 FT W of E $\frac{1}{4}$ COR, TH E 1320 FT, N 660 FT, W 1980 FT, TH SE'LY to POB. Section 14: E 231 FT of NE $\frac{1}{4}$; N 330 FT of E 231 FT of SE $\frac{1}{4}$.

Huron County, Michigan, Caseville Township, T17N – R10E: Section 1: all. Section 2: E ½; NE ¼ of NW ¼; E'LY ¾ of S ½ of NW ¼; SW ¼, EXC NW'LY ½ of NW ¼ of NW ¼ of SW ¼. Section 3: E 10 acres of S ½ of SE ¼. Section 10: E ½ of NE ¼, E'LY of Sand Road; SW ¼ of NE ¼, E'LY of Sand Road; E ½ of SE ¼; NW 1/4 of SE ¼, E'LY of Sand Road; SE ¼ of SE ¼; NW 1/4 of SE ¼. Sections 11 and 12: all.

Huron County, Michigan, Caseville Township, T18N - R10E: Sections 25 and 26: Lands lying SE'LY of Sand Road. Section 35: N ½ of N ½, east of River Street and Dufty Street; S ½ of N 1/2, east of Huron Street and South of Beadle Street; Beadles Twin River Isles Subdivision; lands lying south of the Pigeon River Cut-Off Channel, north of the north Line of Beadle Street; and west of the east line of River Street; S ½, south and east of HWY M-25 and east of Huron Street; Section 36: all.

Huron County, Michigan, Chandler Township, T17N – R11E: Section 2: S 10 acres of W ½ of NW ¼; SW ¼ of SE ¼ of NW ¼; SW ¼ i0 acres of N ½ of SE ¼; W 30 acres of S ½ of SE ¼. Section 3: W ½ of NW ¼ of NE ¼; SW ½ of SE ¼ of NE ¼; SE ¼ iW ½. Sections 4 thru 10: all. Section 11: W 990 FT of N 1650 FT of NE ¼; W 660 FT of S 990 FT of NE ¼; W ½; W ¼ of SE ¼. Section 14: N 330 FT of W 660 FT of NE ¼; W 1/2 of NW ¼; N 7/8 of W 1/2 of E ½ of NW ¼; N 330 FT of E ½ of E ½ of NW ¼; N 990 FT of W 50 acres of SW ¼. Section 15: N ½; SW ¼, EXC COM 660 FT N of S ¼ COR, TH S 660 FT W 660 FT, TH NE'LY to POB; N ¾ of W ½ of SE ¼; NE ¼ of SE ¼; NE ¼ of SE ¼ of SE ¼. Sections 16 thru 20: all. Section 21: N ½; SW ¼; N 330 FT of SE ¼; W 34 of S ½ of N ½ of SE ¼. Section 22: W ¾ of N ½ of N ½ of N ½ of NE ½; W 990 FT of N ½ of SE ½ of NW ¼; W 330 FT of N ½ of SE ½ of NW ¼; W 330 FT of N ½ of S ½ of S ½ of NW ¼; W 330 FT of S ½ of S ½ of NW ¼. Section 28: NW ¼; W 660 FT of N ½ of NE ¼; W 990 FT of SW ¼ of NE ¼; E 330 FT of S ½ of SW ¼ of NE ¼; N ½ of NW ¼ of SE ¼; N ½ of SW ¼, SW 4 of SW ¼. Sections 29 thru 32: all. Section 33: W ½ of NW ¼; S ½ of SE ¼ of NW ¼; W ½ of SW ¼; N ¾ of E ½ of SW ¼; W ½ of NW ¼ of SE ¼; SE ¼ of NW ¼ of SE 1/4.

Huron County, Michigan, Colfax Township, T16N – R12E: Section 31: COM 495 FT N of SW SEC COR, TH S 495 FT, E 1136 FT, TH NW'LY to POB.

Huron County, Michigan, Grant Township, T15N – R11E: Sections 1 thru 17: all. Section 18: N 7/8; S ¼ of SE ¼; E 495 FT of S ½ of S ½ of SW ¼. Section 19: NE ¼; E 7.5 acres of N ¾ of NW ¼. Section 20: N ½; NE'LY ½ of SW ¼; N 2310 FT of SE ¼. Sections 21 thru 28: all. Section 29: COM 990 FT S of NE SEC COR, TH S 330 FT, W 330 FT, TH NE'LY to POB; COM 330 FT E of CEN SEC, TH E 2310 FT, N 1320 FT, W 330 FT, TH SW'LY to POB; E 2310 FT of N ½ of SE ¼; E 1980 FT of S ½ of SE ¼. Section 32: E ¾ of N 7/8 of NE ¼; S ½ of SE ¼ of NE ¼; E 60 acres of SE ¼. Sections 33 thru 36: all.

Huron County, Michigan, Lake Township, T18N – R11E: Section 19: COM 660 FT N of S ¼ COR, TH S 660 FT, E 2640 FT, N 1980 FT, TH SW'LY to POB; SE'LY 15 acres of SW ¼. Section 20: S 3/4 of S ½. Section 21: COM of NE COR of W ½ of SW ¼, TH S 2640 FT, W 1320 FT, N 1980 FT, TH NE'LY to POB; S 1980 FT of W 330 FT of E ½ of SW ¼. Section 28: W 105 acres of NW ¼; SW ¼; S 70 acres of W ½ of SE ¼. Sections 29 thru 33: all. Section 34: W ½ of NW ¼; SW ¼ of SE ¼ of NW ¼; SW 1/4, EXC N 660 FT of E 660 FT; S 1980 FT of W 660 FT of SE ¼.

Huron County, Michigan, McKinley Township, T17N – R10E: Sections 13 and 14: all. Section 15: E $\frac{3}{4}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$. Section 22: SE'LY 20 acres of NE $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SE $\frac{1}{4}$. Sections 23 thru 26: all. Section 27: E $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SE $\frac{1}{4}$. COM at NE COR of W $\frac{1}{2}$ of SE $\frac{1}{4}$, TH S 2640 FT, W 660 FT, N 1980 FT, TH NE'LY to POB. Section 33: COM 330 FT W of E $\frac{1}{4}$ COR, TH E 330 FT, S 2640 FT, W 660 FT, TH NE'LY to POB. Section 34: NE $\frac{1}{4}$, EXC NW'LY $\frac{1}{2}$ of W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$. Sections 35 and 36: all.

Huron County, Michigan, Oliver Township, T16N – R11E: Section 4: W 55 acres of NW ¼; W ¼ of SW ¼. Sections 5, 6, and 7: all. Section 8: NE ¼, EXC E 330 FT of S 1320 FT; W ½; W 7/8 of SE ¼. Section 9: NW ¼ of NW ¼ of NW ¼. Section 17: N ¾ of W ½ of NE ¼; W ½ of NE 1/4 of NE ¼; NW ¼; W ¾ of SW ¼. Sections 18 and 19: all. Section 20: N 990 FT of W 1650 FT of NW ¼. Section 27: S 165 FT of E ½ of SW ¼; COM 165 FT N of SE COR of W ½ of SW ¼, TH S 165 FT, W 165 FT TH NE'LY to POB. Section 28: S ½ of S ½. Section 29: S ½; W ½ of NW ¼; S 165' of E ½ of NW ¼; S 165' of W ½ of NE ¼. Sections 30 thru 33: all. Section 34: NE ¼, EXC COM 1320 FT W of NE SEC COR, TH E 1320 FT, S 1320 FT, TH NW'LY to POB; NW ¼; S ½. Section 35: S 6 acres of W ½ of NE ¼; S ½ of SW ¼; S 22 Of SW ½; Se'LY 26 acres of N ½ of SW ¼.

Huron County, Michigan, Sheridan Township, T15N – R12E: Section 5: W ¼ of S ½ of N ½ of NW 1/4; SW ¼ of NW ¼; NW'LY 5 acres of NW ¼ of SE ¼ of NW ¼; NW ¼ of SW ¼; W ½ of SW ¼ of SW ¼. Sections 6 and 7: all. Section 8: W 660 FT of S ½ of NE ¼; W ¾ of N ½ of NW 1/4; S ½ of NW ¼; W 7/8 of S ½; E ½ of SE ¼ of SE ¼. Section 9: S 330 FT of S ½, EXC COM of SE COR SEC, TH N 330 FT, W 660 FT, TH SE'LY to POB. Section 10: COM of S ¼ COR, TH W 1980 FT, N 330 FT, E 1650 FT, TH SE'LY to POB. Section 14: SW ¼ of NW ¼ of SW ¼; W 1650' of S ½ of SW ¼. Section 15: W ½; S ¾ of E ½ of SE ¼; SE ¼ of SW ¼ of SE ¼; S ½ of SW ¼ of SW ¼ of SE ¼. Sections 16 thru 22: all. Section 23: S ½ of NE ¼; NW ¼, EXC N 660 FT of E 660 FT; S ½. Section 24: S ½; SW ¼ of SW ¼ of NE ¼. Sections 25 thru 33: all. Section 34: N ¼ of NE ¼ of NE ¼; N ¾ of NW ¼ of NE ¼; NW ¼; SW ¼; S ¾ of W ½ of SE ¼. Section 35: NE ¼; E ½ of NW ¼; N 1/8 of W ½ of NW ¼; COM of SE COR NE ¼ of SE ¼, TH N 1320 FT, W 660 FT, S 990 FT, TH SE'LY to POB. Section 36: N ¾.

Huron County, Michigan, Winsor Township, T16N – R10E: Sections 1, 2, and 3: all. Section 4: COM of S ¹/₄ COR, TH E 2640 FT, N 5280 FT, W 660 FT, TH SW'LY to POB. Section 9: E ¹/₂; S ³/₄ of E ¹/₂ of E ¹/₂ of NW ¹/₄; NE ¹/₄ of NE ¹/₄ of SW ¹/₄; COM 990 FT W of S ¹/₄ COR, TH E 990 FT, N 1980 FT, W 660 FT, TH SW'LY to POB. Sections 10 thru 14: all. Section 15: E ¹/₂; COM 660 FT S and 660 FT E of NW SEC COR, TH N 660 FT, E 1980 FT, S 1320 FT, W 660 FT, TH NW'LY to POB; COM 1320 FT W of CEN SEC, TH E 1320 FT, N 1320 FT, W 660 FT, TH SW'LY to POB; COM 660 FT N of SW SEC COR, TH S 660 FT, E 1320 FT, N 2640 FT, TH SW'LY to POB. Section 21: E ¹/₄ of N ¹/₂ of NE ¹/₄; SE ¹/₄ of NE ¹/₄; SE ¹/₄ of N ¹/₂ of SW ¹/₄; S ¹/₄ of N ¹/₂ of SW ¹/₄; S ³/₄ of SE ¹/₄; E ¹/₂ of SE 1/4 of SW ¹/₄. Sections 33 thru 36: all. Also includes: Huron County at large, Townships of Bingham, Brookfield, Caseville, Chandler, Colfax, Grant, Lake , McKinley, Oliver, Sheridan, and Winsor at large, City of Caseville at large, and Villages of Owendale and Pigeon at large. Michigan Department of Transportation, Huron and Eastern Railroad, C & O Railroad, and Grand Truck Western Railroad.

Now, Therefore, All unknown and non-resident persons, owners and persons interested in the above described lands, and you

For Huron County, the Huron County Clerk Huron County Board of Road Commissioners Bingham Township Supervisor Brookfield Township Supervisor Caseville Township Supervisor Chandler Township Supervisor Colfax Township Supervisor Grant Township Supervisor Lake Township Supervisor McKinley Township Supervisor Oliver Township Supervisor Sheridan Township Supervisor Winsor Township Supervisor Wayor, City of Caseville President, Village of Pigeon President, Village of Owendale

For Sanilac County, the Sanilac County Clerk Sanilac County Board of Road Commissioners Greenleaf Township Supervisor

For Tuscola County, the Tuscola County Clerk Tuscola County Board of Road Commissioners Elkland Township Supervisor

Michigan Department of Transportation

which public corporations are liable for assessments at large for reason of benefits for public health, convenience, welfare, and the improvement of highways, and are hereby notified that at the time and place aforesaid, at such other time and place thereafter to which said letting may be adjourned, we shall proceed to receive bids for the construction of said "Pigeon River Intercounty Drain", in the manner hereinbefore stated; and also, that at such time and place as stated aforesaid from 9:00 a.m. until 5:00 p.m., the apportionment for benefits and the lands comprised within the Pigeon River Intercounty Drain Special Assessment District will be subject to review.

And You and Each of You, Owners and persons interested in the aforesaid lands, are hereby cited to appear at the time and place of such reviewing of apportionments as aforesaid, and be heard with respect to such special assessments and your interests in relation thereto, if you so desire.

Given under our hands August 8, 2012. Members of the Pigeon River Intercounty Drainage Board

Gary Osminski Huron County Deputy Drain Commissioner 989.269.9320 Gregory Alexander Sanilac County Drain Commissioner 810.648.4900 Robert Mantey Tuscola County Drain Commissioner 989.672.3820

Jamie Clover Adams Director of Agriculture and Rural Development

By:

Michael R. Gregg Deputy for the Director P.O. Box 30017 Lansing, MI 48909 517-335-4497

Appendix 3: Michigan Counties Ranked by Jobless Rate, July 2012

1	Mackinac County	4.2	43	Berrien County	10.1
2	Leelanau County	6.8	44	Charlevoix County	10.1
3	Washtenaw County	6.8	45	Muskegon County	10.1
4	Clinton County	6.9	46	Ogemaw County	10.2
5	Barry County	7.2	47	Crawford County	10 .3
6	Cheboygan County	7.3	48	Oakland County	10.3
7	Eaton County	7.4	49	Kalkaska County	10.4
8	Kent County	7.7	50	Lenawee County	10.4
9	Allegan County	7.8	51	Shiawassee County	10.4
10	Menominee County	7.8	52	Oceana County	10.6
11	Ottawa County	7.9	53	Chippewa County	10.8
12	Cass County	8.0	54	Genesee County	10.8
13	Grand Traverse County	8.0	55	Gratiot County	10.9
14	Kalamazoo County	8.0	56	Mecosta County	10.9
15	Midland County	8.0	57	Otsego County	10.9
16	Isabella County	8.1	58	Sanilac County	10.9
17	Keweenaw County	8.4	59	Hillsdale County	11.0
18	Benzie County	8.5	60	Luce County	11.0
19	Calhoun County	8.6	61	Gogebic County	11.2
20	Dickinson County	8.6	62	Tuscola County	11.2
21	Iron County	8.8	63	Missaukee County	11.3
22	Huron County	9.1	64	Schoolcraft County	11.3
23	Livingston County	9.1	65	Arenac County	11.5
24	Mason County	9.1	66	Osceola County	11.5
25	Ingham County	9.2	67	Roscommon County	11.6
26	Marquette County	9.2	68	losco County	11.7
27	Newaygo County	9.2	69	Macomb County	11.7
28	Bay County	9.3	70	Lake County	11.9
29	Delta County	9.4	71	Montcalm County	12.3
30	Jackson County	9.4	72	Clare County	12.4
31	Branch County	9.5	73	Lapeer County	12.4
32	Monroe County	9.5	74	Wexford County	12.4
33	Antrim County	9.6	75	Alcona County	12.5
34	Saginaw County	9.7	76	Presque Isle County	12.9
35	St. Joseph County	9.7	77	St. Clair County	13.1
36	Van Buren County	9.7	78	Gladwin County	13.3
37	Emmet County	9.8	79	Ontonagon County	13.3
38	Manistee County	9.8	80	Wayne County	13.4
39	Alger County	9.9	81	Montmorency County	14.7
40	Alpena County	9.9	82	Oscoda County	14.7
41	Houghton County	10.0	83	Baraga County	16.3
42	Ionia County	10.0			