

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, October 11, 2018 – 8:00 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

- 8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Doug Abel, Vassar Presbyterian Church
Pledge of Allegiance – Commissioner Jensen
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (See Correspondence #2)
New Business
- Update regarding Extending City of Caro water to the Caro Regional Center (8:00 A.M)
 - Continued discussion of potential formation of a County Land Bank (John Axe 8:30 A.M.) (see #4)
 - Request for appointment to EDC/Brownfield Board (see #3)
 - Request to Restore Fiscal/Personnel Position, Information previously provided
 - Mosquito Abatement Budget Amendment
- Old Business
- Update on Caro Dam
 - Medical Care Community land Sale
- Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

JENSEN

Community Corrections Advisory Board
Local Unit of Government Activity Report
Jail Planning Committee
Board of Health
Dept. of Human Services/Medical Care Facility Liaison

BARDWELL

Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Finance
MAC 7th District
Local Unit of Government Activity Report

TRIAD

Behavioral Health Systems Board
MAC Workers Comp Board

YOUNG

Dispatch Authority Board
County Road Commission Liaison
Board of Public Works
Senior Services Advisory Council
Local Unit of Government Activity Report
MAC Agricultural/Tourism Committee
Strategic EDC Planning Committee
Jail Planning Committee
Genesee Shiawassee Thumb Works
Region VI Economic Development Planning
Tuscola 2020
Cass River Greenways Pathway

VAUGHAN

Board of Health
Planning Commission
Economic Development Corp/Brownfield Redevelopment
Local Unit of Government Activity Report
Mid-Michigan Mosquito Control Advisory Committee
Parks and Recreation Commission
Tuscola County Fair Board Liaison
MAC Environmental Regulatory – Vice Chair
NACO-Energy, Environment & Land Use

BIERLEIN

Genesee Shiawassee Thumb Works
Human Development Commission (HDC)
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Great Start Collaborative Council
Local Unit of Government Activity Report
MAC Board of Directors
Human Services Collaborative Council
MAC Judiciary Committee
Tuscola County College Access Network
MAC Agricultural/Tourism Committee
MEMS All Hazards

Other Business as Necessary

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 Board Minutes 9/27/2018
- #2 Consent Agenda 10/11/2018
- #3 EDC Appointment Request 10/9/2018
- #4 Benzie County Land Bank Documents
- #5 Committee Of The Whole Minutes 10/8/2018
- #6 Road Commission Minutes 9/20/2018
- #7 4th Annual Made in the Thumb Showcase 10/20/2018
- #8

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
September 27, 2018 Minutes
H. H. Purdy Building

Commissioner 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 27th day of September 2018, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Bardwell

Pledge of Allegiance – Commissioner Jensen

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Mark Jenson, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Tisha Jones- Holubec, Mike Miller, Sandy Nielsen, Steve Erickson, Nancy Laskowski, Mary Brissette, Jay Tuckey, Mike Tuckey, Ken Hecht, Treasurer Patricia Donovan-Gray, Register John Bishop, Leigh Nacy, Shelly Lutz

Adoption of Agenda -
18-M-151

Motion by Young, seconded by Bierlein to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes -
18-M-152

Motion by Bierlein, seconded by Young to adopt the meeting minutes from the September 13, 2018 Regular Board and Statutory Finance meetings. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution -
18-M-153

Motion by Bierlein, seconded by Young that the following Consent Agenda Resolution from the September 24, 2018 Committee of the Whole Meeting be adopted. Motion Carried.

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/24/18
- Description of Matter:** Move that the Enhanced Access Fees for tax data exports be increased from \$0.03/record to \$0.05/record. Because these funds are necessary to re-coup partial costs of hosting and maintaining the County's tax database to be deposited in the County General Fund.
- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/24/18
- Description of Matter:** Move that the service agreement with Infinisource be approved which will increase COBRA services to the county at no increase in cost. Also, all appropriate signatures are authorized.
- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/24/18
- Description of Matter:** Move to authorize the Recycling Coordinator to implement the Clean Sweep program through a grant with the understanding there will be no significant cost to Tuscola County to implement this program. Also, authorize all appropriate documents for signature in order to leverage these grant funds.
- Agenda Reference:** D
- Entity Proposing:** COMMITTEE OF THE WHOLE 9/24/18
- Description of Matter:** Move that the one-year 2019 County Farmland Lease agreement be awarded to Brian Schriber who was the only bidder for an amount of \$160 per acre. Also, all appropriate signatures are authorized.

New Business -

-Kevin Daley - Kevin Daley introduced himself to the Board as he is running for 31st Senate seat.

-Potential Soil Clean up at Recycling with Grant Funds - Steve Erickson provided an update to the outstanding grant funds that were awarded as well as a new grant that has been applied for with the funds to be available in 2019. Board discussed moving forward with the remodeling project at the Recycling Center.

18-M-154

Motion by Bierlein, seconded by Vaughan that the Building and Grounds Director be allowed to start the remodeling project at the new Recycling Center after receiving updated pricing from the awarded contractors. Motion Carried.

-Continued Discussion of Land Bank - Treasurer Donovan-Gray provided information that she was able to collect from other County Treasurers that currently have a Land Bank. Board discussed what amount of money would need to be contributed for the start up. Treasurer Donovan-Gray will try to obtain articles of incorporation and/or bylaws from other counties. Steve Erickson will contact John Axe for any advice he can provide.

-Filling Road Commissioner Vacancy - Commissioner Bardwell reviewed the eleven candidates that applied for the vacant position. Commissioner Bardwell opened the floor for nominations. After the below five nominations, there were no further nominations and nominations were closed.

Henry Wymore nominated by Commissioner Young -
Young - yes; Vaughan - yes; Jensen - yes; Bierlein - no; Bardwell - no.
Total Votes Received - 3.

David Kennard nominated by Commissioner Jensen -
Vaughan - yes; Jensen - yes; Bierlein - yes; Young - yes; Bardwell - no.
Total Votes Received - 4.

Dean Campbell nominated by Commissioner Bierlein -
Jensen - no; Bierlein - yes; Young - no; Vaughan - no; Bardwell - no.
Total Votes Received - 1.

Keith Baur nominated by Commissioner Bardwell -
Bierlein - yes; Young - yes; Vaughan - no; Jensen - no; Bardwell - yes.
Total Votes Received - 3.

David Davison by Commissioner Vaughan -
Young - yes; Vaughan - yes; Jensen - yes; Bierlein - no; Bardwell - no.
Total Votes Received - 3 yes.

-David Kennard elected by the Board to serve as the Tuscola County Road Commissioner that was currently vacant to serve until the next election in 2020. Clerk Fetting will contact Mr. Kennard to notify him and have him come in to the County Clerk's Office for his Oath of Office.

-Unified Court Administrative Staffing Reorganization - Commissioner Bierlein contacted Judge Amy Grace Gierhart and have agreed to table the change of the Court Administrator job description and annual rate of pay for further discussion.

18-M-155

Motion by Bierlein, seconded by Young that per the September 20, 2018 memorandum of request from the Chief Judge to change Jadd Harajli's title from Law Clerk to Deputy Court Administrator and change annual pay from \$45,000 to \$53,000 retroactive to June 21, 2018 to compensate for additional job responsibilities. Motion Carried.

Recessed at 9:19 a.m.

Reconvened at 9:36 a.m.

-Michigan Renewable Energy Collaborative - Mike Hoagland provided an update. Mike has reached out to Carl Osentoski and they decided that a meeting needs to be called for the members to discuss matter. Commissioner Bierlein provided an update on engaging a co-sponsor.

-Animal Control Update (matter added) - Leigh Nancy provided an update regarding the Animal Control Center.

-Contract for FSA with Varipro - Shelly Lutz explained the contract renewal.

18-M-156

Motion by Bierlein, seconded by Vaughan that the Varipro Flexible Spending Account Administration contract be renewed for 2019. Also, the amendment regarding the maximum employee contribution be changed to \$2,650 per federal rules. Also, all appropriate documents are authorized for signature. Motion Carried.

-Medical Care Community Intent to Sell Property - Mike Hoagland explained the request received from the Medical Care Facility.

-Dental Clinic Update (matter added) - Mike Hoagland provided an update.

-Fiber Optic to New Recycling Center (matter added) - Eean Lee has received the contract to install fiber optic line to the new Recycling Center.

18-M-157

Motion by Bierlein, seconded by Vaughan to proceed with the installation of the fiber optic line to the new Recycling Center for a cost not to exceed \$1,000.00 with all authorized signatures allowed. Motion Carried.

Old Business -

-Mike Hoagland provided an update regarding Anderson, Tuckey, Bernhardt and Doran providing assistance to the Controller's Office or if another employee position should be considered to be added.

Correspondence/Resolutions -
-Menominee County Resolution

COMMISSIONER LIAISON COMMITTEE REPORTS

JENSEN

Community Corrections Advisory Board - Update provided. Contract has not been signed for the Indigent Defense Fund Contract.
Local Unit of Government Activity Report - Update provided.
Jail Planning Committee
Board of Health - The new Medical Director was introduced.
Dept. of Human Services/Medical Care Facility Liaison - Update provided regarding moving the proposed location of the walking trail. The cost per day to stay at the Medical Care Facility was discussed.

BARDWELL

Economic Development Corp/Brownfield Redevelopment - Update provided.
Caro DDA/TIFA
MAC Finance
MAC 7th District
Local Unit of Government Activity Report
TRIAD
Behavioral Health Systems Board
MAC Workers Comp Board - Update provided.

YOUNG

Dispatch Authority Board - Update provided.
County Road Commission Liaison - Update provided.
Board of Public Works
Senior Services Advisory Council - At the senior dance, 263 people were in attendance.
Saginaw Bay Coastal Initiative
Local Unit of Government Activity Report - Update provided.
MAC Agricultural/Tourism Committee
Strategic EDC Planning Committee
Jail Planning Committee
Genesee Shiawassee Thumb Works
Region VI Economic Development Planning
Tuscola 2020
MI Renewable Energy Coalition - To be removed from Commissioner Young's report listing.
Cass River Greenways Pathway

VAUGHAN

Board of Health - Update provided.

Planning Commission

Economic Development Corp/Brownfield Redevelopment

Local Unit of Government Activity Report

Mid-Michigan Mosquito Control Advisory Committee

Parks and Recreation Commission - Mike Miller provided an update regarding quotes from the engineers.

Tuscola County Fair Board Liaison

MAC Environmental Regulatory – Vice Chair

NACO-Energy, Environment & Land Use

BIERLEIN

Genesee Shiawassee Thumb Works

Human Development Commission (HDC) - Update provided regarding payment assistance with utility bills for heating.

Recycling Advisory Committee

Local Emergency Planning Committee (LEPC)

Great Start Collaborative Council

Local Unit of Government Activity Report

MAC Board of Directors - Update provided.

Human Services Collaborative Council - October 16, 2018 from 5:00 p.m. to 7:00 p.m. there will be candidate forum.

MAC Judiciary Committee

Tuscola County College Access Network

MAC Agricultural/Tourism Committee

MEMS All Hazards

Other Business as Necessary -

-Commissioners unfortunately will not be able to participate in the Tuscola County Pumpkin Festival parade this year but appreciate the invitation.

-Mike Hoagland recognized Eean Lee for completion of the Certified Government Chief Information Officer Program through School of Government at The University of North Carolina at Chapel Hill.

Extended Public Comment -

-Nancy Laskowski - Provided the Board a letter prepared by City of Alma as well as an Airport Handbook. Also, an update regarding the Fairgrove Township Project was provided. There are leases that have been signed in Vassar Township.

-Mary Brissette - The lay down yard on M-81 is not just for Juniata Township it is going to be used for other upcoming projects.

-Clerk Jodi Fetting - The Tuscola County Election Commission has adopted a resolution which Juniata Township Election Commission will also be adopting a similar resolution in regards to the Tuscola County Clerk's office handling many of the election functions of Juniata Township for the November 2018 General Election. This process will highly increase the workload for the Tuscola County Clerk's office over the next 8 weeks.

Meeting adjourned at 11:31 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
September 27, 2018
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 11:31 a.m.

Commissioners Present: Young, Bardwell, Vaughan, Jensen, Bierlein

Commissioners Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Tisha Jones- Holubec, Eean Lee,
Nancy Laskowski

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 11:34 a.m.

Jodi Fetting
Tuscola County Clerk

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 11th day of October, 2018 at 8:00 a.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 10/8/18

Description of Matter: Move that the letter of support and funding application be authorized to be sent to the state recommending continued funding of the I-69 Thumb Regional Prosperity Region. Also, all appropriate signatures are authorized.

Agenda Reference: B
Entity Proposing: COMMITTEE OF THE WHOLE 10/8/18
Description of Matter: Move that per the recommendation of the Council on Aging that Charlotte Brown and Gail Nesberg be appointed to a term expiring December 31, 2018.

Agenda Reference: C
Entity Proposing: COMMITTEE OF THE WHOLE 10/8/18
Description of Matter: Move that per the recommendation of the Economic Corporation Director that Cindy Kruse be appointed to the EDC Board.

Agenda Reference: D
Entity Proposing: COMMITTEE OF THE WHOLE 10/8/18
Description of Matter: Move that per the request of the Information Systems Director that his position title be changed to Chief Information Office effectively immediately.

Agenda Reference: E
Entity Proposing: COMMITTEE OF THE WHOLE 10/8/18
Description of Matter: Move that per the recommendation of the Behavioral Systems Board and Director that Susan McNett be appointed to the Board to serve a partial term until March 19, 2019.

Agenda Reference: F
Entity Proposing: COMMITTEE OF THE WHOLE 10/8/2018
Description of Matter: Move that per the recommendation of the Buildings and Grounds Director that Brian Rickwalt who was the low bidder at \$26,800 be approved to do the ceiling tile replacement project at the Department of Health and Human Services Building.

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:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

mhoagland@tuscolacounty.org

From: Steve Erickson <serickson@tuscolaedc.org>
Sent: Tuesday, October 9, 2018 3:04 PM
To: Mike Hoagland
Subject: Debbie Powell Cass City Manager EDC/Brownfield board

Good afternoon Mike,

I have received a request from Cass City Village Manager Debbie Powell. She would like to become a member of the Tuscola County EDC/Brownfield Redevelopment board. Is it possible, to have her added to the Commissioner's agenda for consideration and appointment to the board?

P.S. Have the Tuscola County Commissioners had the opportunity to appoint Cindy Kruse to the EDC/Brownfield board?

Thank you for all your help.

Stephen D Erickson
Executive Director
Tuscola County EDC
989-673-2849
serickson@tuscolaedc.org

AGREEMENT

BETWEEN

BENZIE COUNTY, MICHIGAN, AND

BENZIE COUNTY LAND BANK

This agreement is entered into the 7th day of February, 2012 between Benzie County, Michigan, a county of Michigan having its principal office at 448 Court Place, Beulah, Michigan 49617 (hereinafter referred to as "Benzie County") and the Benzie County Land Bank, a public body corporate created pursuant to 2003 P.A. 258, MCL 124.773(4), having its principal offices at 448 Court Place, Beulah, Michigan 49617 (hereinafter referred to as the "Benzie County Land Bank").

WHEREAS, the Michigan Land Bank Fast Track Act, 2003 P.A. 258, MCL 124.751 et seq., (the "Land Bank Act") created the Michigan Land Bank Fast Track Authority (the "State Land Bank"); and,

WHEREAS, the Benzie County Land Bank was created pursuant to and in accordance with the Land Bank Act and the Intergovernmental Agreement between Benzie County, Michigan and the Michigan Land Bank Fast Track Authority dated September 22, 2009 (the "State Agreement"); and,

WHEREAS, The Benzie County Land Bank is authorized by Sections 4(1) and 4(3) of the Land Bank Act to enter into contracts and agreements necessary for the performance of its duties and exercise of its powers, including, but not limited to, interlocal agreements pursuant to the Urban Cooperation Act of 1967, 1967 P.A. 7, MCL 124.501; and,

WHEREAS, Benzie County and the Benzie County Land Bank desire to enter into this agreement for the exercise of certain powers, duties, functions and responsibilities as set forth here, and for related purposes.

NOW, THEREFORE, in consideration of the covenants set forth herein, Benzie County and the Benzie County Land Bank enter into this Agreement pursuant to the Land Bank Act through their duly authority representative in accordance with the authority set forth in the Michigan Constitution and laws of the State of Michigan,

Section 1. Tax Foreclosures. The following provisions shall apply to tax foreclosed properties:

- (a) With respect to any property designated in writing by the Benzie County Land Bank, Benzie County agrees to assign to the Benzie County Land Bank its right under Sections 78m(1) and 78m(3) of the General Property Tax Act, 1893 P.A. 206, MCL 211.78m(1), 211.78m(3) to exercise the option to acquire title to property forfeited under the provisions of the General Property Tax Act.
- (b) With respect to any property that would otherwise be automatically transferred to the Treasurer of Benzie County pursuant to Section 78m(7) of the General Property Tax Act, 1893 P.A. 206, MCL 211.78m(8) (the "Section 78m(7)" properties), the Benzie County Land Bank agrees to accept title to such properties from Benzie County at the written request of the Benzie County Treasurer acting as

the County Foreclosing Governmental Unit. As to any and all such Section 78m(7) properties that are transferred to the Benzie County Land Bank at the written request of Benzie County, the Benzie County Land Bank shall have full and complete discretion in the terms and conditions of the subsequent disposition of such properties, and sole and complete right to the proceeds of such dispositions. As to any and all such Section 78m(7) properties, Benzie County shall have responsibility for all risk management policies, procedures and coverage to the full extent that such properties remained owned by Benzie County.

- (c) Benzie County shall cooperate with the Benzie County Land Bank in identifying and transferring to the Benzie County Land Bank tax revered properties located in Benzie County, the title to which involuntarily vested in Benzie County under the General Property Tax Act, 1893 P.A. 206.
- (d) Benzie County and the Benzie County Land Bank acknowledge and agree that Section 14(4) of Land Bank Act provides that the transfer to the Benzie County Land Bank has governmental immunity and any other legal defenses related to the property in the same manner as when held by Benzie County. Benzie County and the Benzie County Land Bank acknowledge and agree that transfers and acquisitions pursuant to Section 14(4) of the Land Bank Act are within the scope of such involuntary transfers.

Section 2. Purchasing and Procurement. Benzie County and the Benzie County Land Bank shall cooperate and collaborate in the application and utilization of the purchasing and procurement policies and procedures of Benzie County to the activities of the Benzie County Land Bank. The purchasing and procedure policies and procedures shall apply to the acquisition of fixtures, supplies and equipment, to contracts for demolition, and to ordinary service contracts. The Benzie County Land Bank shall also have the right, but not the obligation, to utilize the administrative services of Benzie County. The cost of all such utilization by the Benzie County Land Bank shall, at the discretion of Benzie County, be borne by the Benzie County Land Bank. Such policies and procedures shall not be applicable to the following:

- (a) To professional services agreements entered into by the Benzie County Land Bank;
- (b) To real estate acquisition, disposition and development activities of the Benzie County Land Bank;
- (c) To such Benzie County Land Bank Programs as are approved by the Board of Directors of the Benzie County Land Bank for neighborhood clean-up activities undertaken by neighborhood groups and associations; and
- (d) To real property rehabilitation programs of the Benzie County Land Bank, which programs shall be administered by the Benzie County Land Bank using a competitive sealed bid process which is consistent with Benzie County procurement policies.

Section 3. Demolition. Benzie County acknowledges and agrees that demolition activities shall, at the request of the Treasurer, be administered and performed by or on behalf of Benzie County Land Bank, including the awarding of bids and execution of contracts by the Benzie County Land Bank, all of which shall be done in a manner consistent with the procurement policies of Benzie County.

Section 4. Audit. The Benzie County Land Bank shall procure not less than annually an independent audit of its accounts, assets, liabilities and activities. At the written request of the Benzie County Land Bank, such independent audit shall be performed as part of the audit of the accounts, assets, liabilities and activities of Benzie County; provided, however, that the Benzie County Land Bank shall pay a proportionate share, if requested by the County, of the costs attributable to its audit if performed as part of the audit of Benzie County.

Section 5. Financing. The Treasurer of Benzie County and Benzie County may, but shall not be obligated to, grant or loan funds to the Benzie County Land Bank for operations of the Benzie County Land Bank consistent with Michigan law.

- (a) By resolution of its Board of Directors, the Benzie County Land Bank may borrow money and issue bonds and notes, subject to limitations set forth in this section, for the purpose of achieving the purposes of and objective incident to and necessary or convenient to carry out the purposes and objectives of the Benzie County Land Bank including, but not limited to, necessary administrative and operational costs. The bonds or notes shall mature in not more than thirty (30) years and shall bear interest and be sold and be payable in the manner and upon the terms and conditions determined, or within the parameters specified, by the Benzie County Land Bank in the resolution authorizing issuance of the bonds or notes. The bonds or notes may include capitalized interest, an amount sufficient to fund costs of the issuance of the bonds or notes, and a sum to provide a reasonable reserve for payments of principal and interest on the bonds or notes. Bonds or notes issued under this section are not subject to the revised Municipal Finance Act, 2001 P.A. 34, MCL 141.2101 to 141.2821. The resolution authorizing the obligations shall create a lien on revenues pledged by the resolution that shall be a statutory lien and shall be a first lien subject only to liens previously created. The resolution may provide the terms upon which additional bonds or notes may be issued of equal standing and parity of lien as to revenues pledged under the resolution.
- (b) Benzie County may by a majority vote of its governing body make a limited tax pledge to support the Benzie County Land Bank's bonds or notes, or if authorized by the voters of Benzie County may pledge its unlimited tax full faith and credit for the payment of principal and interest on the Benzie County Land Bank's bonds or notes.
- (c) The bonds or notes issued under this section shall be secured by one or more sources of revenue available to the Benzie County Land Bank, as provided by resolution of the Benzie County Land Bank, including revenues available to the Benzie County Land Bank under the tax-reverted property clean title act, MCL 211.1021.
- (d) The bonds and notes of the Benzie County Land Bank may be invested in by the state treasurer and all other public officers, state agencies, and political subdivisions, insurance companies, banks, savings and loan associations, investment companies, and fiduciaries and trustees, and may be deposited with and received by the state treasurer and all other public officers and the agencies and political subdivision of this state for one or more of the

purposes for which the deposit of bonds or notes is authorized. The authorization granted by this section is supplemental and in addition to all other authority granted by law.

- (e) The net present value of the principal and interest to be paid on an obligation issued by or incurred by the Benzie County Land Bank to refund an obligation incurred under this section, including the cost of issuance, shall be less than the net present value of the principal and interest to be paid on the obligation being refunded as calculated using a method approved by the department of treasury.
- (f) An obligation issued by the Benzie County Land Bank under this section shall not appreciate in principal amount or be sold at a discount of more than ten (10) percent unless the obligation of the Benzie County Land Bank is issued to this state, an agency of this state, or to Benzie County.
- (g) Bonds and notes issued by the Benzie County Land Bank under this section and the interest on and income from the bonds and notes are exempt from taxation by this state or a political subdivision of this state.

Section 6. Creation of Affiliates. Benzie County and the Benzie County Land Bank acknowledge and agree that the Benzie County Land Bank shall have the power to create separate public corporations as may be necessary and appropriate to effectuate the powers and purposes of the Benzie County Land Bank. The creation of any such independent corporation shall be subject to the advance approval of Benzie County.

Section 7. Severability. To provisions of this Agreement are severable, in the sense that any invalidity of, or of inability to implement, any one or more provisions, or any one or more applications thereof, shall not render such provisions to any other extent or application, or any other provisions, ineffective, provided that such other extent, application or provisions remain capable of being implemented in substantial conformance with their intended effect.

IN WITNESS WHEREOF, Benzie County and the Benzie County Land Bank, acting by and through their duly authorized representative, have executed this agreement as of the date and year first above written.

BENZIE COUNTY, MICHIGAN

BENZIE COUNTY LAND BANK

By: 

Donald Tanner, Board Chair

By: 

Linda M. Wilson, Chair

**ARTICLES OF INCORPORATION
OF BENZIE COUNTY LAND BANK AUTHORITY**

Pursuant to the provisions of 2003 P.A. 258, MCL 124.773(4), and 1967 (Ex. Sess.) P.A. 7, MCL 124.501 to 124.512, and an Interlocal Agreement entered into by and between the Michigan Land Bank Fast Track Authority dated September 22, 2009 and Treasurer of the County of Benzie, Michigan, dated March 18, 2011, the undersigned executes the following Articles of Incorporation:

I. CORPORATE NAME

The name of the Corporation shall be **Benzie County Land Bank Authority** (hereinafter referred to as the "Corporation").

II. PUBLIC BODY CORPORATE

The Corporation is a public body corporate organized pursuant to the Michigan Land Bank Fast Track Act, 2003 P.A. 258, MCL § 124.751 – 124.774 (the "Land Bank Act") and an Interlocal Agreement entered into between the Michigan Land Bank Fast Track Authority dated September 22, 2009 and the Treasurer of the County of Benzie, Michigan, dated March 18, 2011 (hereinafter referred to as the "Intergovernmental Agreement").

The Corporation shall have all of the powers, duties, functions, rights, privileges, immunities and responsibilities of a land bank authority pursuant to the Land Bank Act, and the Intergovernmental Agreement. The Corporation is created to acquire, assemble, dispose of, and quiet title to property located in Benzie County, to provide for the financing of the acquisition, assembly, disposition, and quieting of title to such property, and to exercise other powers granted to an authority under the Land Bank Act.

The Corporation is a Michigan authority governed by a Board of Directors. The Corporation shall be financed in accordance with the provisions of the Land Bank Act and the Intergovernmental Agreement.

III. FILING

These Articles of Incorporation, pursuant to and in accordance with the Intergovernmental Agreement, are filed by:

Linda M. Wilson
Treasurer, Benzie County
448 Court Place
Beulah, Michigan 49617

IV. BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors which shall be composed of an odd number of persons. The number of Directors of the Corporation and method of appointment shall be as set out in the bylaws.

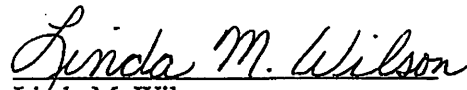
VII. DISSOLUTION OF CORPORATION

The Corporation shall continue in existence for an initial term of five (5) years, and after that until either terminated by joint action of the Michigan Land Bank Fast Track Authority, the Treasurer of Benzie County, and the Board of Commissioners of Benzie County or by withdrawal of a party to the Intergovernmental Agreement. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, distribute all of the assets of the Corporation exclusively to Benzie County, Michigan and to such other local units of government as may be required pursuant to interlocal agreements entered into by the Corporation and such other local units of government.

VIII. AMENDMENT

These Articles of Incorporation may be amended or repealed by a majority vote of the Directors of the Corporation present at a meeting at which a quorum is present; provided, however, that any such amendment shall not be inconsistent with the terms and provisions of the Intergovernmental Agreement and the Land Bank Act.

I, Linda M. Wilson, Treasurer, Benzie County, Michigan sign my name to these Articles of Incorporation of the Benzie County Land Bank Authority this 21st day of June, 2011.


Linda M. Wilson
Treasurer, Benzie County, Michigan

**BYLAWS
OF
BENZIE COUNTY LAND BANK AUTHORITY**

An authority organized pursuant to
the Michigan Land Bank Fast Track Act and an
Intergovernmental Agreement between the Michigan Land Bank Fast Track
Authority, and
the Treasurer of the County of Benzie, Michigan

Adopted by the Board of Director as of June 21, 2011.

Approved by the Benzie County Board of Commissioners on July 5, 2011

TABLE OF CONTENTS

	PAGE
ARTICLE ONE: NAME, LOCATION AND OFFICES	1
1.1 Name	1
1.2 Office and Agent	1
1.3 Other Offices	1
ARTICLE TWO: PURPOSE AND GOVERNING INSTRUMENTS	1
2.1 Public Body Corporate	1
2.2 Governing Instruments	1
ARTICLE THREE: BOARD OF DIRECTORS	1
3.1 Powers and Duties of the Board of Directors	1
3.2 Initial and Regular Board of Directors	2
3.3 Term of Office	2
3.4 Removal	2
3.5 Vacancies	2
3.6 Conflict of Interest	2
ARTICLE FOUR: MEETINGS OF THE BOARD OF DIRECTORS	3
4.1 Regular Meetings; Notice	3
4.2 Special 1 Notice	3
4.3 Annual Meeting	3
4.4 Waiver	3
4.5 Quorum	3
4.6 Vote Required for Action	3
4.7 Adjournments	3
ARTICLE FIVE: NOTICE AND WAIVER	4
5.1 Procedure	4
5.2 Waiver	4
ARTICLE SIX: BOARD OF ADVISORS	4
6.1 Appointment	4
6.2 Purpose	4
ARTICLE SEVEN: OFFICERS	4
7.1 Number and Qualifications	4
7.2 Removal	4

7.3 Chairperson	4
7.4 Vice-Chairperson	5
7.5 Secretary	5
7.6 Treasurer	5
ARTICLE EIGHT: COMMITTEES OF DIRECTORS	5
8.1 Executive Committee	5
8.2 Other Committees of Directors	6
8.3 Term of Appointment	6
8.4 Chairman	6
8.5 Vacancies	6
8.6 Quorum	6
8.7 Rules	6
ARTICLE NINE: EMPLOYEES, CONTRACTED SERVICES	6
9.1 Employees	6
9.2 Executive Director	6
ARTICLE TEN: CONTRACTS, CHECKS, DEPOSITS AND FUNDS	7
10.1 Contracts	7
10.2 Checks, Drafts, Notes, Etc	7
10.3 Deposits	7
10.4 Gifts	7
ARTICLE ELEVEN: MISCELLANEOUS	7
11.1 Books and Records	7
11.2 Corporate Seal	8
11.3 Fiscal Year	8
11.4 Budget	8
11.5 Audit	8
11.6 Construction	8
11.7 Table of Contents Headings	8
11.8 Relation to Articles of Incorporation	8
ARTICLE TWELVE: AMENDMENTS	8
12.1 Power to Amend Bylaws	8
12.2 Conditions	8

BYLAWS
BENZIE COUNTY LAND BANK AUTHORITY
Incorporated under the laws of the State of Michigan

ARTICLE ONE
NAME, LOCATION AND OFFICES

1.1 Name. The name of this corporation shall be "Benzie County Land Bank Authority" (hereinafter referred to as the "Corporation"). The Corporation may also elect to be identified simply as the "Benzie County Land Bank"

1.2 Office and Agent. The Corporation shall maintain an office in the State of Michigan, and shall have an agent whose address is 448 Court Place, Beulah, Michigan 49617. The initial agent of the Corporation shall be Linda M. Wilson, Treasurer, Benzie County, Michigan.

1.3 Other Offices. The principal office of the Corporation shall be located in Beulah, Benzie County, Michigan. The Corporation may have other offices at such place or places, within the State of Michigan, as the Board of Directors may determine from time to time or the affairs of the Corporation may require or make desirable.

ARTICLE TWO
PURPOSE AND GOVERNING INSTRUMENTS

2.1 Public Body Corporate. The Corporation shall be organized and operated as a land bank authority under the provisions of the Michigan Land Bank Fast Track Act, 2003 P.A. 258, 124.751 (the "Land Bank Act") and the Intergovernmental Agreement by and between the Michigan Land Bank Fast Track Authority dated September 22, 2009 and the Treasurer of the County of Benzie, Michigan, dated March 18, 2011, (hereinafter referred to as the Intergovernmental Agreement"). The Corporation is an authority governed by a Board of Directors.

2.2 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and its Bylaws.

ARTICLE THREE
BOARD OF DIRECTORS

3.1 Powers and Duties of the Board of Directors

- (a) Except as otherwise provided in the articles of incorporation of the Corporation or in these bylaws, all the powers, duties, and functions of the Corporation conferred by the Land Bank Act, the Intergovernmental Agreement, the articles of incorporation, these bylaws, other state statutes, common law, court decisions, or otherwise shall be exercised, performed, or controlled by the Board of Directors.

- (b) The Board of Directors shall be the governing body of the Corporation and shall have general charge of the affairs, property and assets of the Corporation. It shall be the duty of the Board of Directors to determine the policies of the Corporation or changes therein, actively to prosecute the purposes and objectives of the Corporation, and, to this end, to manage and control all of its property and assets and to supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the Corporation as shall be deemed advisable, and, in the execution of the powers granted, may delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are inconsistent with the articles of incorporation and these bylaws. Members of the Board of Directors shall receive no compensation for service as a member of the Board of Directors, but shall be entitled to be reimbursed by the Corporation for actual and necessary expenses incurred in connection with performance of official functions of the Corporation subject to available appropriations.
- (c) The Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance, and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation.

3.2 Initial and Regular Board of Directors. The Board of Directors of the Benzie County Land Bank shall consist of five (5) members including:

- (a) The Treasurer,
- (b) One member of the County Authority Board appointed by the County Board Chairman,
- (c) Three other County Authority Board member appointments to be made by the County Board and must be residents of Benzie County.

3.3 Term of Office. The Treasurer of Benzie County shall serve as a member of the Board of Directors without a term. The member under 3.2(b) initially shall be appointed for a period of one year. Of the members listed under 3.2(c), two members initially shall be appointed for a period of two (2) years, and one member shall be initially appointed for a period of one (1) year. After the expiration of the initial terms, members appointed under Section 3.2 (b) and (c) shall be appointed in the same manner as the original appointments but for terms of three (3) years.

3.4 Removal. Other than the Treasurer of Benzie County a director may be removed from office for cause by the Board of Commissioners of Benzie County.

3.5 Vacancies. Any vacancy in the Board of Directors, other than the Treasurer, arising at any time and from any cause, may be filled for the unexpired term by the Board of Commissioners of Benzie County. Each director so appointed shall hold office until the

expiration of his term, or the unexpired term of his predecessor, as the case may be, and until his successor is appointed.

- 3.6 Conflict of Interest. A director who has a direct or indirect personal or financial interest in any matter before the Corporation shall disclose his or her interest prior to any action on the matter by the Corporation, which disclosure shall become part of the record of the Corporation's official proceedings. The disclosure shall be made by written instrument, and copies of the disclosure form shall be filed with the Secretary of the Board of Directors. The interested director shall further refrain from participation in the Corporation's action relating to the matter. Each director, upon taking office and annually thereafter, shall acknowledge in writing that they have read and agreed to abide by this section.

ARTICLE FOUR MEETINGS OF THE BOARD OF DIRECTORS

- 4.1 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time at such times and at such places as the Board of Directors may prescribe. Notice of the time and place of each such regular meeting shall be given by the secretary either personally or by telephone or by mail not less than seven (7) nor more than thirty (30) days before such regular meeting. The meetings of the Board of Directors shall be public, and the appropriate notice of such meetings provided to the public. Notice of any and all meetings of the Board of Directors shall be given in accordance with the Open Meetings Act, 1976 P.A. 267, as amended. The Board of Directors shall meet at least annually.
- 4.2 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairperson or by any three (3) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary either personally or by telephone or by mail at least twenty-four (24) hours before such meeting.
- 4.3 Annual Meeting. The first meeting of the Board of Directors in each calendar year shall be deemed to be the annual meeting of the Board of Directors. All officers of the Board of Directors shall be elected at the annual meeting by the Board of Directors, unless a vacancy in such office occurs prior to the annual meeting, and each officer shall hold such office until the following annual meeting.
- 4.4 Waiver. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.
- 4.5 Quorum. A majority of the Board of Directors shall be required to constitute a quorum for the transaction of business. The Board of Directors shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of

business. Presence in person for both quorum and voting may include electronic communication by which such member is both seen and heard.

- 4.6 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of a majority of the directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors. Adoption, amendment and repeal of a bylaw are provided for in Article Twelve of these bylaws. Vacancies in the Board of Directors may be filled as provided in Section 3.5 of these bylaws.
- 4.7 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. Notice of any reconvened meeting of the Board of Directors shall be given in accordance with the Open Meetings Act, MCL 15.261 et seq., as amended. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE FIVE NOTICE AND WAIVER

- 5.1 Procedure. Whenever these bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given to a director by mail, the notice shall be sent first-class mail by depositing the same in a post office or letter box in a postage prepaid sealed envelope addressed to the director at his or her address as it appears on the books of the Corporation; and such notice shall be deemed to have been given at the time the same is deposited in the United States mail.
- 5.2 Waiver. Whenever any notice is required to be given to any director by the articles of incorporation or by these bylaws a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto but only in those circumstances in which such notice is not required by law.

ARTICLE SIX BOARD OF ADVISORS

- 6.1 Appointment. The Board of Directors may appoint such persons as it reasonably deems necessary or desirable to act as the Board of Advisors of the Corporation. To the extent possible, the Board of Advisors should consist of representatives of the community who have demonstrated an interest in and commitment to the redevelopment of properties within the geographical boundaries of Benzie County. The number of persons appointed to constitute the Board of Advisors shall be determined in the sole discretion of the Board of Directors.
- 6.2 Purpose. It shall be the function and purpose of the Board of Advisors to advise the Board of Directors on matters relating to the business and affairs of the Corporation, and

to suggest or be available for consultation with regard to projects or activities which the Corporation may undertake, consistent with its purposes, in furtherance of its goals and objectives. The Board of Advisors shall serve solely in an advisory capacity.

ARTICLE SEVEN OFFICERS

- 7.1 Number and Qualifications. The officers of the Corporation shall be members of the Board of Directors and shall consist of a Chairperson, who shall act as the chairperson of the Board of Directors, a secretary, a treasurer, and such other officers as may be designated by the Board of Directors. The Chairperson of the Corporation shall be the Treasurer of Benzie County.
- 7.2 Removal. Any officer of the Corporation other than the Chairperson may be removed as an officer by the Board of Directors of the Corporation with or without cause at any time.
- 7.3 Chairperson. The Chairperson shall be the principal executive officer of the Corporation and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Corporation and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Corporation shall be under the Chairperson's supervision and control during such interim. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.
- 7.4 Vice-Chairperson. The Vice-Chairperson, if such office has been designated by the Board of Directors, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.
- 7.5 Secretary. The secretary shall attend all meetings of the Board of Directors and record all votes, actions and the minutes of all proceedings in a book, to be kept for that purpose and shall perform like duties for the executive and other committees when required.
- (a) The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors.
 - (b) The Secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the Chairperson, affix it to any instrument requiring it. When so affixed, it shall be attested by his or her signature or by the signature of the treasurer.

- (c) The Secretary shall be under the supervision of the Chairperson. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time delegate.

7.5 Treasurer. If appointed:

- (a) The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Corporation and shall deposit all monies and other valuables in the name and to the credit of the Corporation into depositories designated by the Board of Directors.
- (b) The Treasurer shall disburse the funds of the Corporation as ordered by the Board of Directors, and prepare financial statements each month or at such other intervals as the Board of Directors shall direct.
- (c) The Treasurer shall be under the supervision of the Chairperson. The Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

ARTICLE EIGHT COMMITTEES OF DIRECTORS

8.1 Executive Committee. By resolution adopted by a majority of the directors in office, the Board of Directors may designate from among its members an executive committee which shall consist of three (3) or more directors, including the Chairperson or a Vice Chairperson of the Corporation, which executive committee, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Corporation; provided, however, the designation of such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law and such executive committee may not do the following:

- (a) Approve the dissolution or the sale, pledge, or transfer of all or substantially all of the Corporation's assets;
- (b) Elect, appoint, or remove directors or fill vacancies on the Board of Directors or on any of its committees; or
- (c) Adopt, amend, or repeal the Corporation's Articles of Incorporation or these Bylaws.

8.2 Other Committees of Directors. Other committees, each consisting of two (2) or more directors, not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of directors present at a meeting at which a quorum is present. Such resolution shall assign the duties and responsibilities of such committees. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the Chairperson of the Corporation. Any member of any committee may be removed by the person or

persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

- 8.3 Term of Appointment. Each member of a committee shall continue as such until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.
- 8.4 Chairman. One member of each committee shall be appointed chairman thereof.
- 8.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 8.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum; and the act of a majority of members present at a meeting at which a quorum is present shall be the act of the committee.
- 8.7 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE NINE EMPLOYEES, CONTRACTED SERVICES

- 9.1 Employees. The Corporation may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Corporation. Such staff may be employed as employees of the Corporation, or the services of such staff may be retained pursuant to contracts with Benzie County, with the Treasurer of Benzie County, or other public or private entities.
- 9.2 Executive Director. The Board of Directors may select and retain an Executive Director. An Executive Director selected and retained by the Board of Directors shall administer the Corporation in accordance with the operating budget adopted by the Board of Directors, general policy guidelines established by the Board of Directors, other applicable governmental procedures and policies, and the Intergovernmental Agreement. The Executive Director shall be responsible for the day-to-day operations of the Corporation, the control, management, and oversight of the Corporation's functions; and supervision of all Corporation employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the Board of Directors, provided that the Executive Director shall serve at the pleasure of the Board of Directors.

**ARTICLE TEN
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

- 10.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances. In the absence of such express authority granted by the Board of Directors, or a vacancy in the office to which the authority is delegated by the Board of Directors, the Chairperson shall have all authority necessary and appropriate to execute any and all documents, instruments and agreements on behalf of the Corporation.
- 10.2 Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Corporation. The Board of Directors shall require all individuals who handle funds of the Corporation to qualify for a security bond to be obtained by the Corporation, at the expense of the Corporation, in an amount not less than \$100,000.00.
- 10.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.
- 10.4 Gifts. The Corporation may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Corporation on terms and conditions and in a manner the Board of Directors considers appropriate.

**ARTICLE ELEVEN
INDEMNIFICATION**

- 11.1 Indemnification. Each person who is or was a director or officer of the Corporation or member of a committee of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time; provided, however, that the preceding shall not require the Corporation to indemnify any person for any liability, tax or expense to the extent it results in the imposition of tax under Section 4958 of the Internal Revenue Code.

**ARTICLE TWELVE
MISCELLANEOUS**


- 12.1 Books and Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include, but not be limited to, a copy of the Intergovernmental Agreement along with any amendments to the Intergovernmental Agreement. The records shall also include correct and complete books and records of accounts and minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All records of the Corporation shall be made available to the public to the extent required by the Michigan Freedom of Information Act, 1976 P.A. 442, as amended. Not less than annually the Corporation shall file with the parties to the Intergovernmental Agreement and with the Board of commissioners of Benzie County a report detailing the activities of the Corporation and any additional information as requested by such parties.
- 12.2 Corporate Seal. The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.
- 12.3 Fiscal Year. The fiscal year of the Corporation shall correspond at all times to the fiscal year of Benzie County, Michigan.
- 12.4 Budget. The Board of Directors shall adopt annually a budget for all operations, income, expenses and assets.
- 12.5 Audit. The Corporation shall provide for the conduct of audits in accordance with section 6 to 13 of the Budget Act, 1968 PA 2, MCL 141.421 to 141.440a, which shall be made available to the parties to the Intergovernmental Agreement. The Corporation shall establish a dedicated audit committee of the Board of Directors for the purpose of overseeing the accounting and financial reporting processes of the Corporation and audits of its financial statements. The Corporation shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The Corporation may require at least one member to be specifically knowledgeable about financial reports.
- 12.6 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible:
- (a) The remainder of these bylaws shall be considered valid and operative.
 - (b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

- 12.7 Table of Contents Headings. The table of contents and headings are for organization, convenience and clarity. In interpreting these bylaws, they shall be subordinated in importance to the other written material.
- 12.8 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the articles of incorporation and the Land Bank Act.

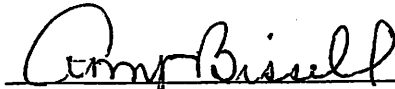
**ARTICLE THIRTEEN
AMENDMENTS**

- 13.1 Power to Amend Bylaws. The Board of Directors shall have the power to alter, amend, or repeal these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the bylaws which would be inconsistent with the Land Bank Act or the Intergovernmental Agreement.
- 13.2 Conditions. Action by the Board of Directors with respect to these bylaws shall be taken by the affirmative vote of a majority of all directors then holding office.

Whereas these Bylaws of the Benzie County Land Bank Authority were adopted by the Board of Directors on the 21st day of June, 2011.



Linda M. Wilson, Chairperson,
Benzie County Land Bank Authority



Amy Bissell, Secretary,
Benzie County Land Bank Authority

RESOLUTION OF THE MICHIGAN LAND BANK FAST TRACK AUTHORITY
APPROVING INTERGOVERNMENTAL AGREEMENT TO CREATE THE BENZIE
COUNTY LAND BANK AUTHORITY

Resolution No. 2009-22

A meeting of the Michigan Land Bank Fast Track Authority was held on September 17, 2009.

The following resolution was offered by Member Fox, who moved its adoption, and the motion was seconded by Edwin Harlin for Member Molin.

Background

A. The Michigan Land Bank Fast Track Authority (the "Authority") has been established by 2003 PA 258 (MCL 124.751 *et seq.* (the "Act")) for the purpose of acquiring, assembling, disposing of, and quieting title to property, including tax reverted property, to foster the development of the property, and to promote economic growth in the State of Michigan.

B. The Authority has the power under the Act to enter into an intergovernmental agreement with a county foreclosing governmental unit to provide for the creation of a county land bank authority to exercise the powers, duties, functions, and responsibilities of an authority under the Act.

C. The treasurer of the County of Benzie, Michigan ("Treasurer") is a foreclosing governmental unit under the Act and Section 78 of The General Property Tax Act, 1983 PA 206 (MCL 211.78).

D. The Authority and the Treasurer seek to establish a county authority for the County of Benzie as a separate legal entity and as a public body corporate under the Act to exercise within the County of Benzie the powers, duties, functions, and responsibilities of an authority under the Act.

E. The Treasurer has proposed an intergovernmental agreement between the Authority and the Treasurer (the "Intergovernmental Agreement") in order to create the Benzie County Land Bank Authority.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Authority approves the Intergovernmental Agreement in the form on file with the minutes of this meeting and on which an Authorized Officer (as defined in this resolution) has endorsed the date of adoption of this resolution.

2. The Authority designates its Executive Director and the Chairperson of its Board of Directors as authorized officers (the "Authorized Officers") for the purposes of this resolution. Each Authorized Officer is authorized individually to execute the Intergovernmental Agreement in the form approved with such changes as are permitted by the Act and authorized by this resolution, and are not materially adverse to the Authority, and approved by the Authorized Officer executing the Intergovernmental Agreement in consultation with the Attorney General as counsel to the Authority.

RESOLUTION ADOPTED.

This Resolution was adopted by the following vote:

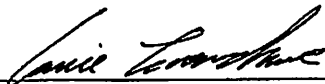
Ayes: Liesl Eichler-Clark for Member Pruss; Member Fox; Member Jackson,
Edwin Harlin for Member Molin

Nays: None

Abstentions: None

I, Carrie Lewand-Monroe, Executive Director of the Michigan Land Bank Fast Track Authority, do hereby certify that the aforementioned resolution was adopted by the Michigan Land Bank Fast Track Authority Board at their meeting held on September 17, 2009.

IN WITNESS WHEREOF, I have hereunto
set my hand this 17th day of September, 2009.



Carrie Lewand-Monroe, Executive Director
Michigan Land Bank Fast Track Authority

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

MICHIGAN LAND BANK FAST TRACK AUTHORITY
(a Michigan public body corporate and politic)

AND THE

TREASURER OF THE COUNTY OF BENZIE, MICHIGAN

CREATING THE

BENZIE COUNTY LAND BANK AUTHORITY
(a Michigan public body corporate)

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 TO 124.774, between the **MICHIGAN LAND BANK FAST TRACK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF BENZIE, MICHIGAN**, for the purpose of establishing and creating the **BENZIE COUNTY LAND BANK AUTHORITY**, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, the 92nd Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The Michigan Land Bank Fast Track Authority is created as a public body corporate and politic within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Benzie, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Benzie, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this agreement.

Accordingly, the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Benzie, Michigan agree to the following:

ARTICLE I
DEFINITIONS

As used in this Agreement:

Section 1.01. "Act 7" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 TO 124.512.

Section 1.02. "Agreement" means this intergovernmental agreement between the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Benzie, Michigan.

Section 1.03. "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a, as amended.

Section 1.04. "County Authority" means the Benzie County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.05. "County Authority Board" means the board of directors of the county authority created under Article IV.

Section 1.06. "County Board" means the Board of Commissioners for the County of Benzie, Michigan.

Section 1.07. "Executive Director" means the executive director of the County Authority selected under Section 4.12.

Section 1.08. "Effective Date" means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

- (a) The Agreement is entered into by the Treasurer.
- (b) The Agreement is approved by the County Board.
- (c) The Agreement is entered into by the State Authority.
- (d) The Agreement is filed with the County Clerk for the County of Benzie, Michigan.
- (e) The Agreement is filed with the County Clerk for the County of Ingham, Michigan.
- (f) The Agreement is filed with the Secretary of State.

Section 1.09. "Fiscal Year" means the fiscal year of the County Authority, which shall begin on October 1 of each year and end on the following September 31.

Section 1.10. "FOIA" means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246, as amended.

Section 1.11. "Foreclosing Governmental Unit" means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78, as amended.

Section 1.12. "Benzie County" means the County of Benzie, Michigan.

Section 1.13. "Land Bank Act" means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 TO 124.774, as amended.

Section 1.14. "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275, as amended.

Section 1.15. "Party" or "Parties" means either individually or collectively as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.16. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.17. "State" means the State of Michigan.

Section 1.18. "State Authority" means the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.19. "Tax Reverted Property" means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(3)(q), as amended.

Section 1.20. "Treasurer" means the Treasurer of Benzie County.

ARTICLE II

PURPOSE

Section 2.01. **Purpose.** The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act for the benefit of the County and the State.

Section 2.02. **Programs and Functions.** The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including, but not limited to, the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the

purposes, objectives, and powers delegated to a County Authority under other laws or executive orders.

ARTICLE III
CREATION OF COUNTY AUTHORITY

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the "Benzie County Land Bank Authority" for the purposes of acting as an authority under the Land Bank Act and administering and executing this Agreement.

Section 3.02. Articles of Incorporation. At its initial meeting the County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the County Authority is at the location within the Village of Beulah, as determined by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The County Authority shall not be operated for profit. No earnings of the County Authority shall inure to the benefit of a Person other than the County Authority or the Parties. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the single business tax under the Michigan Business Tax, 2007 PA 36, MCL 208.1101 to 208.1601, and property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157 or corresponding provisions of future State tax laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.

Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV
COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty (30) calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The County Authority Board shall consist of the following members, except as provided in Section 4.02;

- (a) The Treasurer.
- (b) One member of the County Authority Board appointed by the County Board Chairman.
- (c) Three other County Authority Board member appointments to be made by the County Board and must be residents of Benzie County..

Section 4.02. Appointments by Elected County Executive. If Benzie County adopts a unified form of county government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Benzie County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Sections 4.01(b) shall be made by the elected county executive.

Section 4.03. Term of Office. The member under 4.01(b) initially shall be appointed for a period of one year. Of the members listed under 4.01(c), two members initially shall be appointed for a period of two (2) years, and one member shall initially be appointed for a period of one (1) year. After the expiration of the initial terms, members appointed under Section 4.01(b) and (c) shall be appointed in the same manner as the original appointments but for terms of three (3) years.

Section 4.04. Removal. A member of the County Authority Board appointed under Section 4.01(c) may be removed for cause by the County Board.

Section 4.05. Vacancies. A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(c) caused by death, resignation, or removal of a County Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five (45) calendar days after the Effective Date, provided that a quorum of the County Authority Board has been appointed. The County Authority Board shall meet at least annually

and hold such other meetings at the place, date, and time as the County Authority Board shall determine. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is both seen and heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

- (a) Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.
- (b) Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the County Authority Board.
- (c) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the County Authority Board.
- (d) Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.
- (e) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority's budget to assure that the budgets are approved and administered in accordance with the Budget Act.
- (f) Provide for an annual audit in accordance with the Budget Act.
- (g) Adopt personnel policies and procedures.
- (h) Adopt policies and procedures for contracting and procurement.
- (i) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.
- (j) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chair. The Treasurer shall be the Chair of the County Authority Board (County Authority Chair).

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the County Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board. Board members shall be bonded in an amount set by the County Authority Board at their first meeting. The amount of bond set shall be an amount that safeguards the integrity of the Authority's purpose:

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, the control, management, and oversight of the County Authority's functions and the supervision of all County Authority employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. Within six (6) months of the first meeting of the County Authority Board the County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348, as amended.

Section 4.14. Conflicts of Interest. Members of the County Authority Board and officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, as amended and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any

matter before the County Authority Board disclose the member's interest to the governing body before the board takes any action on the matter.

Section 4.15 Relationship to the County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Benzie County may provide the County Authority staff and other support, including but not limited to, legal, clerical and information technology services.

ARTICLE V
GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers Under The Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including, but not limited to, each of the following;

- (a) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.
- (b) Sue and be sued in its own name and plead and be impleaded, including, but not limited to, defending the County Authority in an action to clear title to property conveyed by the County Authority.
- (c) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.
- (d) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.
- (e) Solicit and accept gifts, grants, labor, loans, and other aid from any Person, or the federal government, the State, or political subdivision of the State, or any agency of the Federal Government, the State, a political subdivision of the state, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.
- (f) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.
- (g) Invest money of the County Authority, at the discretion of the County Authority Board, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.

- (h) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to one or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available appropriations.
- (i) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.
- (j) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.
- (k) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by an authority.
- (l) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibilities of the County Authority.

Section 5.02. Bonds or Notes. The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

Section 5.03. Casino Development Prohibited. Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

Section 5.04. Tax Limitation. Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.

Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable law prohibiting discrimination. The County Authority shall not fail or refuse to hire recruit, or promote; demote; discharge; or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not provide services in a manner that discriminates against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to receive services from the County Authority.

ARTICLE VI
SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Deed in Lien of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

- (a) Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.
- (b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.
- (c) Pay any tax or special assessment due on property acquired or owned by the County Authority.
- (d) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including, but not limited to, an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.
- (e) Remediate environmental contamination on any property held by the County Authority.

Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environmental Quality with any information in the possession of the County Authority that suggests that the property may be the

site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environmental Quality with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private Person for value determined by the County Authority. Any transfer or other disposition of property or interests in property by the County Authority shall be in accordance with guidelines established by the County Authority Board.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as a public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38-1558.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan

Department of Treasury, or any successor agency, and shall be made available to each of the Parties.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board shall establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority may establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director or County Authority Chair annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by the October 1 immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Sections 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the executive Director or the County Authority Chair shall prepare objectives for the County Authority's performance for review and approval by the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.

ARTICLE VIII

DURATION OF AGREEMENT

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

- (a) All of the County Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the County Authority and distribution of its assets shall be paid first.
- (b) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Benzie County or as otherwise agreed by the Parties.

ARTICLE IX **MISCELLANEOUS**

Section 9.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 9.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this

Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 9.05. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 9.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement

Section 9.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 9.08. Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 9.09. References to Public Acts and Statutes. All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

Section 9.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Subject to Sections 6419 and 6419a of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419 and 600.6419a, any and all claims against the State Authority must be brought and maintained in the Court of Claims in Ingham County notwithstanding Section 6421 of the Revised Judicature Act of 1961, MCL 600.6421.

Section 9.10. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 9.11. Effective Date. This Agreement shall become effective as of the Effective Date.

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

**MICHIGAN LAND BANK FAST TRACK
AUTHORITY, a Michigan public body corporate**

By: *Janis L. [Signature]*
Executive Director
Authorized Officer

Date: *Sept 22*, 2009

By: *Linda M. Wilson*
Linda M. Wilson
TREASURER, COUNTY OF BENZIE

Date: *March 18*, 20~~09~~

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

**MICHIGAN LAND BANK FAST TRACK
AUTHORITY, a Michigan public body corporate**

By: *Janis Swadlow*
Executive Director
Authorized Officer

Date: *Sept 22*, 2009

By: _____
Linda M. Wilson
TREASURER, COUNTY OF BENZIE

Date: _____, 2009

Draft
Tuscola County Board of Commissioners
Committee of the Whole
Monday, October 8, 2018 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Kim Vaughan, District 4 - Craig Kirkpatrick, District 5 - Matthew Bierlein

Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Eean Lee, Mike Miller, Tisha Jones-Holubec, Mary Drier, Mary Brissette, Steve Erickson, John Axe (via phone), Treasurer Patricia Donovan-Gray, Register John Bishop, Drain Commissioner Bob Mantey, Sandy Nielsen, Leigh Nancy, Nancy Laskowski, Brian Palm, Steve Anderson

Finance/Technology
 Committee Leaders-Commissioners Young and Bierlein

Primary Finance/Technology

1. **Potential County Land Bank** - John Axe provided an overview of establishing a County Land Bank in reference to startup costs and procedures. Board discussed matter at length. John Axe will attend the Board meeting on October 11, 2018 for further discussion.
2. **Extension of Water Line to Caro Regional Center** - There will be a meeting in Indianfields Township this evening to discuss the extension of the water line to the Caro Center. Matter to be added to Thursday's agenda for further discussion.

-Leigh Nancy provided an update regarding the Animal Control Center. The longest dog resident has been adopted and the Center is very excited about that.

3. **DTE Electrical Policy - Negative Impacts on Economic Development** - Commissioner Vaughan has had a discussion with a DTE representative and Steve Erickson has also reached out to him regarding the power concerns in Tuscola County.

Recessed at 9:39 a.m.

Reconvened at 9:47 a.m.

4. **2019 County Budget Development** - Budget forms have been distributed to Department Heads.

5. **Michigan Renewable Energy Collaborative – Legislation Proposal** - Mike Hoagland provided an update and is looking to schedule a meeting at the Tech Center.
6. **Letter of Support and Commitment to I-69 Thumb Region Prosperity Region** - Board is in support of writing letter. Matter to be placed on the Consent Agenda.
7. **MCDC Dental Clinic** - Update provided that the MCDC will not be established in Tuscola County. Board discussed if the Health Department could assist in any way.

On-Going and Other Finance

1. Alternatives Under Review to Provide Broadband to Animal Shelter
2. Multi-Year Financial Plan Development
3. Review of Alternative Solutions Concerning the Caro Dam
4. Continue Review of Road Commission Legacy Costs
5. Work to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
6. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
7. Opioid Lawsuit – Major Data Collection by County
8. Update Regarding Personal Property Tax Changes - Commissioner Bierlein provided an update and overview of proposed legislation.
9. Raise the Age for Juveniles Funding Proposal
10. State Assessing Change Proposal - Angie Daniels is attending a meeting today.
11. Delinquent Tax Legal Chargeback Requirement for Former Vassar Foundry
12. Michigan Indigent Defense Commission - Matter discussed.
13. Bid County Audit Services
14. County Jail Study Status
15. Vacant Church Going Back on Tax Role
16. County Property Ownership Inventory

Personnel

Committee Leader-Commissioner Bardwell

Primary Personnel

1. **Request to Restore and Hire a Fiscal/Personnel Analyst** - Mike Hoagland presented his request to add a staff member to his department.- Commissioner Bardwell was looking for more details on succession planning.
2. **Vacancies on the Council on Aging** - Clerk Fetting presented the three applications received from Charlotte Brown, Gail Nesberg and Elaine Romain. Board would like to appoint Charlotte Brown and Gail Nesberg to a term expiring December 31, 2018. Matter to be placed on the Consent Agenda.
3. **Recommended Appointment to the EDC Board** - Steve Erickson is requesting Cindy Kruse to be appointed to the EDC Board. Matter to be placed on the Consent Agenda.
4. **Michigan Indigent Defense Commission – Administrator Interviews October 12, 2018** - Mike Hoagland explained that interviews have been scheduled.

5. **Information Technology Director Requested Title Change to Chief Information Officer** - Eean Lee explained the request for the position title change and also the proposed job description. Matter to be placed on the Consent Agenda.
6. **Recommended Appointment to Behavioral Health Systems Board** - Clerk Fetting presented the recommendation from Sharon Beals to appoint Susan McNett to the Board of Directors to serve a partial term until March 2019. Matter to be placed on the Consent Agenda.

On-Going and Other Personnel

1. Reporting Relationship (Nepotism Policy)

Building and Grounds

Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. **Recycling Relocation Update** - Mike Miller provided an update on the schedule of the contractors that have been selected to work on the new Recycling Center.
2. **Bids for DHHS Ceiling Tile Replacement** - Mike Miller presented the two bids received for the project. Booms Construction from Bad Axe - \$34,850.00 and Brian Rickwalt from Caro - \$26,800.00. Board selected Brian Rickwalt as the low bidder. Matter to be placed on the Consent Agenda.
3. **Engineering Design Costs for Vanderbilt Park** - Mike Miller is awaiting the information and will present to the Board once received.
4. **Medical Care Community – East side M24 Property for Sale** - Clerk Fetting will research to see if the Board passed a motion to purchase the property.
5. **Request to Use Courthouse Lawn** - Sheila Long, Court Administrator, is requesting to use the Courthouse lawn on October 19, 2018. Matter to be placed on the Consent Agenda.

On-Going and Other Building and Grounds

1. Update 10 Year Capital Improvement Plan
2. County Record Storage Needs

Other Items Not Assigned to a Committee

1. Cass River Greenways
2. Ongoing Economic Development Activity Updates from EDC Director
3. Dairy Farmers of America Phase 2 – Cass City

Other Business as Necessary

-Department of Health and Human Services is requesting to hold a trunk or treat on October 30th in their back parking lot. Matter to be placed on the Consent Agenda.

Public Comment Period -

-Nancy Laskowski - Asked the Board if the depreciation on property taxes regarding the windmills would be different if the windmill would be on the ground or erected on site. Also, mentioned franchise agreements regarding the areas that Thumb Election services.

Meeting adjourned at 10:56 a.m.

Jodi Fetting
Tuscola County Clerk

September 20, 2018

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, September 20, 2018 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, 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 Thomas Young.

Motion by Parsell seconded by Matuszak that the minutes of the September 6, 2018 regular meeting of the Board be approved. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Parsell that the minutes of the September 6, 2018 closed session of the Board be approved. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$97,184.37 and bills in the amount of \$1,480,335.42 covered by vouchers #18-47, #18-48, and #18-49 were presented and audited.

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

Brief Public Comment Segment:

- (1) Tuscola County Commissioner Thomas Young reported to the Board that the Tuscola County Board of Commissioners approved increasing the annual salary for Road Commission board members effective January 1, 2019. Mr. Young also reported that the Tuscola County Board of Commissioners received twelve (12) Letters of Interest for the vacant Road Commissioner position.

Almer Township Supervisor Jim Mantey appeared before the Board to discuss the crushed concrete applied to their local roads. Mr. Mantey reported that their material processed at the Almer Township Dump was applied to Lajoie Road, but included large pieces of metal. Mr. Mantey further reported that the material has been re-processed, and requests a variance to have the re-processed material applied to their remaining scheduled roads yet this season. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Sheridan to deny the request to apply the crushed concrete re-processed at the Almer Township Dump to the Almer Township remaining scheduled local roads this season, all in accordance with the similar resolution passed by the Almer Township Board. Sheridan, Matuszak, Parsell, Laurie --- Carried.

At 8:15 A.M. the following proposals were opened for furnishing Chloride Sand for the 2018-19 winter season:

	Delivered To
<u>Bidder</u>	<u>All TCRC Garages</u>
Mark Martin & Sons, Inc.	\$ 17.95/ton

Motion by Sheridan seconded by Matuszak that the proposals for furnishing Chloride Sand for the 2018-19 winter season be accepted and awarded to Mark Martin & Sons, Inc. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak to approve repairing the dip on Bay City-Forestville Road yet this construction season. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak to approve the 2nd Amendment to the current Road Agreement for the Crosswinds III wind turbine project, with the understanding that each road crossing cut be reviewed on a case by case basis. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Matuszak that the bids for a Sign Truck Medium Duty Cab & Chassis taken and accepted at the last regular meeting of the Board be awarded to the low bidder, Diesel Truck Sales. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Sheridan that the bids for a Sign Truck Equipment taken and accepted at the last regular meeting of the Board be awarded to the low bidder, Cannon Truck Equipment. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Management and the Board further discussed the transition of replacing the County Highway Engineer. The Board thanked Michele Zaverucha for her years of service with the Tuscola County Road Commission, and wish her well with her new position with the Michigan Department of Transportation. After discussion, the following two (2) motions were introduced:

Motion by Parsell seconded by Matuszak to approve the Agreement with the Spicer Group for interim Engineering Services, and to name Mr. Brent Dankert, P.E. as the Acting County Highway Engineer of the Tuscola County Road Commission. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Matuszak to approve the promotion of Mr. Will Green to the position of Operations Engineer Technician. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Motion by Sheridan seconded by Parsell to approve the Road Commission change to its winter operating hours effective Monday, October 1, 2018; as recommended by the Superintendent/Manager. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Road Commissioner Gary Parsell reported to the Board a summary of the recent County Road Association of Michigan's NMARC/ASMCRA Annual Joint Conference.

Motion by Parsell seconded by Matuszak that the Board go into closed session at 9:20 A.M. for the purpose of discussing union negotiations. Sheridan, Matuszak, Parsell, Laurie --- Carried.

At 10:15 A.M. the Board returned to open session.

Management and the Board discussed the Cass City Road construction project.

Management and the Board discussed the Gotham Road construction project.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 10:35 A.M. Sheridan, Matuszak, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board



CHECK THIS OUT !!!



4th Annual Made in the Thumb Showcase

Oct. 20 at the Polish American Club on M-24, Caro

Here is the growing list of our vendors:

Fostoria Bread Co.	Sisters' Garlic	Red Moon Forge
Ron's Peanut Brittle	Romzek's Creations	Sew Creative
Precision Plasma Cutting	Lucky's Deer Blinds	Old Cedar Barn
Lisa's Cookie Jar	Stone Cottage	Classy Cormos
Habit Nation	Phagan's Flies	Long Haul Farm
Aurora Rose Flower Farm	Diller Photojournalist	Delicious Herbs
Smoking Todd's Jerky	Sawdust Corner's Furniture	Circle T Apiary
Stoney Croft Stone Ground Flour	Jeness Farms Apple Cider Vinegar	
Catherine Marie's Cheesecakes	Morningstar's Potato Chips	

Gold Sponsors: **k**rystal Lake Campground
 POET Biorefining
 Riverview Recycling

Silver Sponsor: Narayan's Rehabilitation

Bronze Sponsors: Franzel Well Drilling
 Maple Grove Veterinarian Services

This event is sponsored by the Mayville Lions Club. We support the following:

Community

Share Shop
 We Can Read
 Sunflower Festival
 Flower Barrels
 Peace Poster Contest
 Easter Egg Hunt
 Post Trick or Treat Event
 Camp Fowler
 Blood Drive



World Wide

Leader Dog
 Paws with a Cause
 Vision Services
 Saginaw Special Needs Clinic
 Wounded Warriors
 Diabetes Research
 Bear Lake Camp
 L.C.I.F.
 Hearing Services

FREE Admission