

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
BOARD MEETING AGENDA**

THURSDAY, MAY 13, 2021 – 08:00 A.M.

125 W. Lincoln Street
Caro, MI 48723

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

A Hybrid Meeting, held in-person at the HH Purdy Building and virtually incorporating Google Meet Electronic remote access, will be implemented for this meeting. This is in accordance with Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of Emergency related to COVID - 19

**To participate in the Electronic Meeting you can join by phone:
(US) +1 301-857-1556 PIN: 297 146 962#
Join by Hangouts Meet: meet.google.com/zxz-xsve-guq**

8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Grimshaw
Pledge of Allegiance – Commissioner DuRussel
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (**See Correspondence #1, 2 & 3**)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (**See Correspondence #4**)

New Business

- Refill Vacant Position at Sheriff's Department
- Refill Vacant Part Time Position at Mosquito Abatement
- Parks and Recreation Commission Request (**See Correspondence #5**)
- Municipal Employees Retirement System (MERS) Defined Benefit Provisions/Restrictions Investment History Document– (**See Correspondence #6**)

9:00 a.m. Closed Session

10:00 a.m. Break

Old Business

- Tuscola County Pension Obligation Refunding Bonds Resolution (**See Correspondence #7**)
- Building Codes Request for Proposal (RFP) (**See Correspondence #8**)

Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
TRIAD
Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use

NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government
Jail Planning Committee
MI Renewable Energy Coalition (MREC)

DuRUSSEL

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

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. April 29, 2021 Full Board and Statutory Finance Minutes
2. May 5, 2021 Special Committee of the Whole Meeting Minutes
3. May 10, 2021 Committee of the Whole Meeting Minutes
4. Consent Agenda Resolution
5. Parks and Recreation Commission Request
6. MERS Defined Benefit Provisions/Restrictions Plan Document
7. Tuscola County Pension Obligation Refunding Bonds Resolution
8. Building Codes Request for Proposal (RFP)
9. Letter From Criminal Justice Information Center Regarding Tuscola County Central Dispatch
10. Letter From Mary L. Bock Regarding Voting Machines in Tuscola County
11. Letter From Department of Treasury Regarding Inter-local Agreement for Approval of County Designated Assessor
12. Region VII Area Agency on Aging – RE: Call for Letters of Intent
13. Tuscola County Road Commission Minutes from April 15, 2021
14. Alpena County Resolution #21-09 County Revenue Sharing Fund
15. Alger County Board of Commissioners Resolution #2021-03 In Support of Local Businesses
16. Huron County Board of Commissioners Resolution #21-56C in Support of the State Revenue Sharing Payments
17. Sanilac County Resolution in Support of 4-Year Terms for County Commissioners
18. Livingston County Resolution 2021-05-070 Authorizing the Issuance of FOIA Requests for Documents Supporting an Extension of the MIOSHA COVID-19 Emergency Rules

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
April 29, 2021 Minutes

Electronic remote access implemented for this meeting, in accordance with Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of Emergency related to COVID-19

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held as a hybrid meeting via Google Meet Conferencing on the 29th day of April 2021, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Vaughan

Pledge of Allegiance – Commissioner Grimshaw

Roll Call – Clerk Jodi Fetting

Commissioner Present In-Person:

District 5 - Daniel Grimshaw - Vassar Township, Tuscola County, State of Michigan

Others Present in-Person:

Eean Lee

Commissioners Present Virtual:

District 1 - Thomas Young - Columbia Township, Tuscola County, State of Michigan

District 2 - Thomas Bardwell - Ellington Township, Tuscola County, State of Michigan

District 3 - Kim Vaughan, Fremont Township, Tuscola County, State of Michigan

Commissioner Absent:

District 4 - Doug DuRussel - Tuscola Township, Tuscola County, State of Michigan

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Steve Anderson, Mike Miller, Tracy Violet, Mary Drier, Mark Haney, Debbie Babich, Steve Erickson, Heidi Chicilli, Jessica VanHove, Dara Hood, Barry Lapp, Eric Morris, Shelly Lutz, Sheriff Glen Skrent, Kim Brinkman, Robert Baxter, Ryan Herford, Mark Ransford, Brian Harris, Sandy Nielsen, Ann Hepfer, Sara Savage, Amy Beckman, Robert Hiiter, Elaine Fiorillo, Dr. William Morrone, Robert McKay, Mandy Kohl, Tip MacGuire, Cindy McKinney-Volz, Randy Pfau

At 8:11 a.m., there were a total of 28 participants attending the meeting.

Adoption of Agenda -
2021-M-080

Motion by Young, seconded by Grimshaw to adopt the agenda as amended.
Roll Call Vote: Young - yes; Vaughan – yes; DuRussel - absent; Grimshaw - yes; Bardwell - yes. Motion Carried.

Action on Previous Meeting Minutes -
2021-M-081

Motion by Grimshaw, seconded by Vaughan to adopt the meeting minutes from the April 15, 2021 Regular meeting and the April 26, 2021 Committee of the Whole. Roll Call Vote: Vaughan - yes; DuRussel - absent; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

-For the May 5, 2021 Special Committee meeting, Midway Hall is not available. This meeting will be a full Committee of the Whole meeting with the hybrid in-person portion to be held at the HH Purdy Building. A top priority to discuss with be the indirect costs to millages.

Brief Public Comment Period for Agenda Items Only –

-Sheriff Glen Skrent – Spoke about the proposed Nepotism Policy.

-Clerk Fetting read communication received from Matt Branding, Acting Caro Community School Superintendent, Matt Drake, Kingston Community School Superintendent, Jamie Schuette, Akron Township Clerk, Mike Tuckey, Tuscola County Road Commission Director of Finance in support of extending the State of Emergency Declaration for Tuscola County.

-Clerk Jodi Fetting spoke in support of extending the State of Emergency Declaration for Tuscola County.

-Jessica VanHove, Unionville Village Clerk, spoke in support of extending the State of Emergency Declaration for Tuscola County.

Consent Agenda Resolution -
2021-M-082

Motion by Vaughan, seconded by Grimshaw that the Consent Agenda Resolution from the April 26, 2021 Committee of the Whole Meeting be adopted with the date corrected on the agenda reference items. Roll Call Vote: DuRussel - absent; Grimshaw - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 4/26/21

Description of Matter: Move to receive and place on file the 2020 Tuscola County Planning Commission Annual Report as presented by Heidi Stark, Planning Commission Member.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 4/26/21

Description of Matter: Move that per the request from Larry Zapfe, Mosquito Abatement Director, to approve the promotion of Laura Hill to the vacant full-time Office Administrative Assistant Position effective April 29, 2021 at Step 1.

New Business (continued below)-

-Tuscola County State of Emergency – Steve Anderson, Emergency Services Coordinator presented information regarding the possibility of extending the local State of Emergency. Board discussed the extension and the time period for possible extension. Board discussed the constraints of the Board Room in the Purdy Building.

2021-M-083

Motion by Young, seconded by Vaughan that the Tuscola County Declaration of Local State of Emergency Related to COVID-19 - 2021-07 expiration date be extended to May 31, 2021. Roll Call Vote: Grimshaw – no; Young – yes; Vaughan – yes; DuRussel – absent; Bardwell – yes. Motion Carried.

-Closed Session –

2021-M-084

Motion by Grimshaw, seconded by Vaughan that the Board meet in closed session under Section 8(h) of the Open Meetings Act to consider written material from the County's attorney that is exempt from disclosure by Section 13(1)(g) of the Freedom of Information Act at 9:00 a.m. Roll Call Vote: Young – yes; Vaughan – yes; DuRussel – absent; Grimshaw – yes; Bardwell – yes. Motion Carried.

Reconvened from Closed Session at 10:22 a.m.

Roll Call Vote: Young, Vaughan, Grimshaw, Bardwell

Recessed at 10:23 a.m.

Reconvened at 10:30 a.m.

Roll Call Vote: Young, Vaughan, Grimshaw, Bardwell

Old Business (continued below) -

-Medical Examiner Contract Discussion/Changes – Dr. William Morrone presented to the Board a requested change to the contract regarding the collection of cremation permit fees.

2021-M-087

Motion by Grimshaw, seconded by Young to approve the First Amendment to the Independent Provider Agreement between the County of Tuscola and William R. Morrone, DO, MPH to be effective as of April 30, 2021. Roll Call Vote: Grimshaw – yes; Young – yes; Vaughan – yes; DuRussel – absent; Bardwell – yes. Motion Carried.

Board also discussed Exhibit A of the original contract with Dr. Morrone. Dr. Morrone is planning to work with the Medical Examiner Investigators (MEI) from Michigan Institute of Forensic Science and Medicine (MIFSM) to train Dr. Morrone's team. Dr. Morrone is working with Randy Pfau from MIFSM and will evaluate the process in 90 days. No action is needed.

Dr. Morrone will provide contact information by the end of the week to all interested parties for a smooth transition.

New Business (continued from above)-

-Health Department and Department of Health and Human Services (DHHS) Parking Lot Sealing Bids – Mike Miller reported that bids have been received but clarification in a couple of bids needs to be researched prior to deciding. He requested the matter be added to the May 10, 2021 Committee of the Whole meeting agenda.

-Animal Shelter Cat Room Viewing Window Bids – Mike Miller reported that no bids were received. He is going to complete some outreach to see if a contractor can be found to submit a bid. The matter will be brought back before the Board when he is ready for action.

-Request for Proposal (RFP) Building Codes – Board discussed discontinuing the current contract with South Central Michigan Construction Code Inspections (SCMCCI) as of September 30, 2021. Board would like written communication of any known problems that have been experienced with SCMCCI for review and consideration. The Building Code Ordinance cannot be found which was supposed to be attached as Exhibit A in the SCMCCI contract. Board discussed the contract termination option and the implication that would have to Cities, Townships and Villages in Tuscola County. Board would like to issue the RFP with the understanding there is not a guarantee that a contract will be awarded. The RFP that was proposed in the packet needs to have the blanks and dates entered in prior to being able to be adopted. Clayette Zechmeister to prepare the Building Code RFP in final draft to be presented to the Board for adoption at the May 13, 2021 Board of Commissioners meeting for adoption.

2021-M-088

Motion by Grimshaw, seconded by Vaughan that per the agreement with South Central Michigan Construction Code Inspections, Inc. (SCMCCI) paragraph 10 that Tuscola County will terminate the contract as of September 30, 2021. Roll Call Vote: Young – yes; Vaughan – yes; DuRussel – absent; Grimshaw – yes; Bardwell – yes. Motion Carried.

-Shelson Industries – Commissioner Vaughan stated there is no update at this time.

Old Business (continued from above) -

-Controller/Administrator Employment Agreement Renewal/Discussion – Potential Changes to Controller and Administrator or Keep Combined – Commissioner Bardwell updated the Board that the legal opinion on this matter has not been received yet as legal counsel prioritized the opinion for Building Codes first.

-Airport Authority Board – Commissioner Bardwell updated the Board that the Airport Authority Board is continuing to research where permits may have been bypassed.

-Refilling Full-Time Employee (FTE) Vacancies – Board discussed Consent Agenda Item A from the January 8, 2018 Committee of the Whole meeting that provided temporary authorization for the Sheriff to hire individuals without Board approval.

2021-M-089

Motion by Grimshaw, seconded by Vaughan that Consent Agenda Reference Item A in motion 18-M-003 be rescinded as of April 29, 2021. Roll Call Vote: Vaughan – yes; DuRussel – absent; Grimshaw – yes; Young – yes; Bardwell – yes. Motion Carried.

Matter Rescinded:

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 1/8/18

Description of Matter: *Move that per the request of the Sheriff, county hiring practices be temporarily modified and the Sheriff be authorized to offer employment as soon as possible to candidates after graduating from the police academy, to be able to offer timely employment to the top candidates. This approval is granted contingent upon satisfactory background checks and physicals. Also, all hiring record keeping will continue to be coordinated with the Human Resource Coordinator and official board action is taken at a later date to concur with the hiring.*

Matter rescinded on April 29, 2021 2021-M-089.

-Nepotism Policy Discussion – Commissioner Bardwell explained the matter was on the Board agenda for quite awhile but then disappeared with no action taken. Board discussed concern of family supervising family. Commissioner Grimshaw has the Livingston County Policy that can be used as a sample. Matter to be referred to the Personnel Committee and placed on an upcoming Committee of the Whole meeting for further discussion.

Correspondence/Resolutions -

-Dr. Hamed Follow Up on Commissioners COVID Questions
-Region VII Area Agency on Aging
-Various Resolutions received from other counties

-Clayette Zechmeister updated the Board that Debbie Babich was attending the NACo webinar regarding the American Rescue Plan.

-A citizen submitted a letter to the Board regarding the American Rescue Plan.

COMMISSIONER LIAISON COMMITTEE REPORTS

DURUSSEL - absent

Board of Health

Community Corrections Advisory Board

Dept. of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

BARDWELL – No Updates.

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee – Virtual Meeting held regarding issues in Lansing.
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

VAUGHAN – No Updates

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

GRIMSHAW

Behavioral Health Systems Board – Update provided in changes in the PIHP.
Recycling Advisory
Local Units of Government – Update provided regarding Vassar Township.
Jail Planning Committee
MI Renewable Energy Coalition (MREC)

Other Business as Necessary - None

Extended Public Comment –

-Mary Drier spoke about the Health Department employee and funding in relation to cremation permit fees.

-Glen Skrent spoke about the Board rescinding motion 18-M-003

2021-M-090

Motion by Young, seconded by Vaughan to adjourn the meeting at 12:20 p.m.

Roll Call Vote: Grimshaw - yes; Young - yes; Vaughan - yes; DuRussel - absent; Bardwell - yes. Motion Carried.

Meeting adjourned at 12:20 p.m.

Jodi Fetting
Tuscola County Clerk

DRAFT

Tuscola County Board of Commissioners
Statutory Finance Committee Minutes
April 29, 2021

Electronic remote access will be implemented for this meeting, in accordance with
Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of
Emergency related to COVID-19

Commissioner Bardwell called the Statutory Finance meeting of the Board of Commissioners of the County of Tuscola, Michigan, held via Google Meet on the 29th day of April, 2021, to order at 12:20 o'clock p.m. local time.

Roll Call – Clerk Jodi Fetting

Commissioner Present In-Person:

District 5 - Daniel Grimshaw – Vassar Township, Tuscola County, State of Michigan

Others Present In-Person:

Eean Lee

Commissioners Present Virtual:

District 1 - Thomas Young - Columbia Township, Tuscola County, State of Michigan

District 2 - Thomas Bardwell - Ellington Township, Tuscola County, State of Michigan

District 3 - Kim Vaughan – Fremont Township, Tuscola County, State of Michigan

Commissioner Absent:

District 4 - Douglas DuRussel - Tuscola Township, Tuscola County, State of Michigan

Also Present Virtual:

Jodi Fetting, Clayette Zechmeister, Mike Miller, Mark Haney, Brian Harris, Tracy Violet, Mary Drier, Debbie Babich, Robert McKay, Sandy Nielsen, Steve Anderson, Dara Hood, Heidi Chicilli

-Adoption of Previous Meeting Minutes

2021-SF-M-032

Motion by Grimshaw, seconded by Vaughan to adopt the meeting minutes from the April 15, 2021 Statutory Finance. Roll Call Vote: Young - yes; Vaughan - yes; DuRussel - absent; Grimshaw - yes; Bardwell - yes. Motion Carried.

New Business:

-Review and Adoption of Daily Report and Checks –

2021-SF-M-033

Motion by Vaughan, seconded by Young to approve the daily checks as submitted on the April 27, 2021 report. Roll Call Vote: Vaughan – yes; DuRussel - absent; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

-Review and Adoption of Finance Report and Checks –

2021-SF-M-034

Motion by Grimshaw, seconded by Vaughan to approve the finance checks as submitted on the April 27, 2021 report. Roll Call Vote: DuRussel - absent; Grimshaw - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

-Review and Adoption of Per Diems Report and Checks –

2021-SF-M-035

Motion by Grimshaw, seconded by Vaughan to approve the per diem checks as submitted on the April 2021 report. Roll Call Vote: Grimshaw - yes; Young - yes; Vaughan – yes; DuRussel - absent; Bardwell - yes. Motion Carried.

Old Business – None

At 12:31 p.m., there were a total of 19 participants attending the meeting.

Public Comment – None

202-SF-M-036

Motion by Young, seconded by Vaughan to adjourn the meeting at 12:32 p.m. Roll Call Vote: Grimshaw - yes; Young - yes; Vaughan – yes; DuRussel - absent; Bardwell - yes. Motion Carried.

Meeting adjourned at 12:31 p.m.

Jodi Fetting
Tuscola County Clerk

**Tuscola County Board of Commissioners
Committee of the Whole
Wednesday, May 5, 2021 – 9:00 A.M.**

**Electronic remote access will be implemented for this meeting, in accordance
With Tuscola County Board of Commissioners 2021-07
Declaration of a Local State of Emergency related to COVID-19.**

Roll Call - Clerk Jodi Fetting

Commissioners Present In-Person:

- District 4 – Douglas DuRussel – Tuscola Township, Tuscola County, State of Michigan
- District 5 - Daniel Grimshaw - Vassar Township, Tuscola County, State of Michigan

Others Present in-Person:

Eean Lee

Commissioners Present Virtual:

- District 1 – Thomas Young – Columbia Township, Tuscola County State of Michigan
- District 2 - Thomas Bardwell - Ellington Township, Tuscola County, State of Michigan
- District 3 - Kim Vaughan – Standish Township, State of Michigan (excused during New Business)

Commissioner Absent:

None

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Tracy Violet, Mary Drier, Mike Miller, Stephanie Farrell, Kim Brinkman, Sandy Nielsen, Bob Baxter, Steve Anderson, Gordie Stryker, Sheila Long, Heidi Chicilli, Jana Brown, Sheriff Glen Skrent, Debbie Babich, Ann Hepfer, Eric Morris

At 9:03 a.m., there were 27 participants attending the meeting.

Adoption of Agenda – No matters were added to the agenda.

County Updates - None

New Business

-Tuscola County Cost Allocation Plan Review –

Gordon Stryker, Senior Manager, MGT Financial Solutions Group and Stephanie Farrell, MGT Consultant Financial Solutions Group attended the meeting to participate in the discussion.

Commissioner Grimshaw explained the reason for the Board calling the meeting was to have an explanation provided of how indirect costs are determined in various millages and budget line items.

Gordie Stryker presented to the Board regarding Cost Allocation Plan (CAP) and MGT's role in that for Tuscola County.

The Board discussed the amounts that are allocated to millages and 911 Dispatch for administrative costs.

Commissioner Grimshaw would like a hard copy of the Cost Allocation Plan to be provided to all affected Departments.

Commissioner Grimshaw and Commissioner DuRussel would like to schedule a follow-up with the MGT Representatives. The Commissioners will prepare questions or concerns prior to allow the MGT Representatives and Clayette Zechmeister the opportunity to prepare an answer or explanation.

Commissioner Vaughan was excused at an unknown time after MGT's presentation.

Mary Drier requested that if future meetings are scheduled that it is posted as a public meeting to allow employees and the public to be informed.

Mike Miller expressed his appreciation for the Board looking at this matter as he had concern of the amount of indirect costs that are assessed to the Recycling Center's Department Budget. He is beginning to have a better understanding.

Commissioner Vaughan rejoined at 11:44 a.m.

Board would like further input from Elected Officials and Department Heads that have concern with this matter.

Board would like to have the details provided of the indirect costs that Department budgets are being charged and the increase of the indirect costs over the last few years.

Matter to be on future Committee of the Whole agenda for further discussion.

Old Business

1. None

Finance/Technology

Committee Leader Commissioner Young
Commissioner DuRussel

Primary Finance/Technology

1. None

On Going and Other Finance and Technology

Finance

1. Preparation of Multi-Year Financial Planning

Technology

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader Commissioner DuRussel
Commissioner Grimshaw

Primary Building and Grounds

1. None

On Going and Other Building and Grounds - None

Personnel

Committee Leader Commissioner Grimshaw
Commissioner Vaughan

Primary Personnel

1. None

On-Going and Other Personnel

1. MERS
2. MAC 7th Meeting Updates – Meeting scheduled for May 17, 2021.
3. Safety Committees – Watch for Grant Opportunities.

Other Business as Necessary

1. None

On-Going Other Business as Necessary - None

At 11:50 a.m., there were 28 participants attending the meeting.

Public Comment Period – None

Motion by Young, seconded by DuRussel to adjourn the meeting at 11:52 a.m. Roll Call Vote: Young - yes; Vaughan - yes; DuRussel - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

Meeting adjourned at 11:52 a.m.

Jodi Fetting
Tuscola County Clerk

DRAFT

**Tuscola County Board of Commissioners
Committee of the Whole
Monday, May 10, 2021 – 8:00 A.M.**

**Electronic remote access will be implemented for this meeting, in accordance
With Tuscola County Board of Commissioners 2021-07
Declaration of a Local State of Emergency related to COVID-19.**

Roll Call - Clerk Jodi Fetting

Commissioners Present In-Person:

District 4 – Douglas DuRussel - Tuscola Township, Tuscola County, State of Michigan

District 5 - Daniel Grimshaw - Vassar Township, Tuscola County, State of Michigan

Others Present in-Person:

Eean Lee

Commissioners Present Virtual:

District 1 – Thomas Young - Columbia Township, Tuscola County State of Michigan

District 2 - Thomas Bardwell - Ellington Township, Tuscola County, State of Michigan

District 3 - Kim Vaughan - Fremont Township, Tuscola County, State of Michigan (excused at 12:40 p.m.)

Commissioner Absent:

None

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Mark Zmierski, Debbie Babich, Treasurer Ashley Bennett, Ann Hepfer, Steve Anderson, Mike Miller, Sheriff Glen Skrent, Heidi Chicilli, Tracy Violet, Sandy Nielsen, Mary Drier, Mark Haney, Chris Hamilton, Kim Brinkman, Eric Morris, Representative Phil Green, Jessica VanHove, Matt Brown, Jana Brown, F. Sharp, Brian Harris, Robert Baxter, Dr. William Morrone, Steve Bischer, Steve Shriner, Jennifer Lietzel, Robert McKay, Luann Parks, Damian Wasik, Shannon Gwizdala, Terry Camp, Brenda Kretschmer, Steven Burke, Steve Root, Pam Shook, Shelly Lutz, Leigh Nacy, Register John Bishop

At 8:08 a.m., there were 34 participants attending the meeting.

Adoption of Agenda – Board moved items to different sections of the agenda.

County Updates -

-Phil Green, State Representative 84th District, provided an overview of current legislation, unemployment, lack of job seekers and the Michigan Economic Development Corporation. Board also discussed with Representative Green MIOSHA guidelines regarding COVID-19, Open Meetings Act, Governor Whitmer's re-open plan, HB4667, COVID vaccines and availability of Juvenile facilities.

-Ann Hepfer, Health Officer, provided an update of local COVID-19 statistics as the positivity rate is declining. There is an adequate supply of vaccine available for anyone who is interested. The number of Tuscola County residents who have received a vaccine are 43% initiated and 36% completed. If the person was vaccinated out-of-state, their information is not included in these percentages as their information is not entered into the Michigan system.

-Health Officer Position Replacement Updates - Ann stated the postings are still open for applicants to apply for her position. An employment search agency is being considered to find an applicant.

New Business

1. Unlawful Buildings - Steve Shriner spoke to the Board regarding South Central Michigan Construction Code Inspections (SCMCCI). He spoke in support of SCMCCI. Chris Hamilton spoke in reference to the contract that Tuscola County has with SCMCCI and her availability should the Commissioners need to contact her. The Board discussed concerns from residents of Tuscola County that have been received by the Board. Jessica VanHove asked the Board to update the local municipalities as soon as possible of their decision in order for them to plan.

Recessed at 10:52 a.m.

Reconvened at 11:05 a.m.

At 11:08 a.m., there were 41 participants attending the meeting.

2. Proposed L-4029 Tuscola County Tax Rate Request – Angie Daniels, Equalization Director, presented the 2021 Tax Rate Request. Commissioner Grimshaw discussed reducing the rates on the voted Bridges and Streets, the voted Roads and Streets and the voted Medical Care due to the high fund balances. Matter to be placed under Primary Finance on the Committee of the Whole agenda.
3. Asphalt Bids Department of Health & Human Services & Health Department–Mike Miller, Building and Grounds Director reported the bids to the Board:
 - a. BlackJack Asphalt and Concrete - \$15,000.00.
 - b. ABC, Inc. - \$16,723.00.
 - c. Chippewa Asphalt - \$24,600.00.

Board discussed bids received. Bid to be awarded to BlackJack Asphalt and Concrete. Matter to be placed on the Consent Agenda.

4. Parks and Recreation Committee Appointment – Jodi Fetting, County Clerk, presented Steven Escott as the only applicant to fulfill the partial term expiring on December 31, 2023. Matter to be placed on the Consent Agenda.
5. Tuscola Behavioral Health Systems (TBHS) Board of Directors Appointment – Jodi Fetting, County Clerk, presented Alice Moore as recommended by the TBHS Board of Directors to be appointed to the Board for a 3-year term which would expire March 31, 2024 as the current office holder did not see reappointment and the seat has been vacant. Matter to be placed on the Consent Agenda.
6. Pumpkin Festival – Use of Courthouse Lawn – Julie Matuszak submitted a letter of request for the Pumpkin Festival to use the courthouse lawn. Board would like to have dates that the Festival Committee is considering. Commissioner Young will contact Julie to determine if they have dates yet. Matter to be placed on the Consent Agenda.
7. Human Development Commission Changes in Housing Grant Fund Uses – Clayette Zechmeister provided an update on the matter with no action required at this time.
8. Human Development Commission – Public Hearing for 2022 Funding – Clayette Zechmeister provided an update on the upcoming public hearing that will be held in the HH Purdy Building Board with no action required at this time.
9. 2022 Community Corrections Grant Application – Clayette Zechmeister provided an overview of the need to submit the grant application. Matter to be placed on the Consent Agenda.

Old Business

1. Tuscola County Pension Obligation Refunding Bonds Considerations Additional Information – Clayette Zechmeister reviewed the matter from Steven Burke's presentation at the last meeting and requested the Board to move forward. Board discussed the current rates versus what the rates would be if there was no action made at this time. Steven Burke discussed the matter with the Board and the maturity schedule.
2. Off Road Vehicle (ORV) Ordinance Public Hearing set for June 24, 2021 at 9:00 a.m. at Midway Hall – Clerk Fetting has mailed the Notices of Public Hearing to local municipalities and posted on the website. Clayette Zechmeister will have the proposed ordinance placed on the County website and have the notice placed in the Tuscola County Advertiser.
3. South Central Michigan Construction Code Inspections (SCMCCI) – Clayette Zechmeister has prepared the termination letter to be sent to SCMCCI. Matter to be placed on the Consent Agenda.

Finance/Technology
Committee Leader Commissioner Young
Commissioner DuRussel

Primary Finance/Technology

1. Request for Proposal (RFP) Building Codes – Board discussed the draft (for discussion only) RFP and would like to have it in final form to be presented at the May 13, 2021 Board meeting.
2. Inmate Mental Health Services Meeting – Clayette Zechmeister provided an update from the meeting with no action required by the Board.
3. American Rescue Plan Ad-Hoc Committee – Clayette Zechmeister provided an update that there have been 15 members express an interest in serving on the Ad-Hoc Committee. NACo is holding a webinar on Thursday.
4. 2021 Indirect Cost Comparisons and Analysis – Commissioner Grimshaw addressed the cost of Indirect Costs on various millages and questioned why the cost of Recycling is so much higher than the others.
5. MGT Cost Allocation Plan Review – MGT is working on providing more information based on questions asked from the May 5, 2021 Special Board meeting. Matter to be placed on the agenda for the May 24, 2021 Committee of the Whole meeting.

On Going and Other Finance and Technology

Finance

1. Preparation of Multi-Year Financial Planning

Technology – Chief Information Officer Eean Lee provided an update on the vehicle locator program and other avenues to use the program for. The Animal Shelter donation page is up and running.

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Commissioner Bardwell called a point of order for the members in the Board Room to make sure they are 6-feet apart and are wearing masks as that is the current guidance the Board is under. Commissioner Bardwell had received a concern that the guidance is not being followed in the Board Room for the meeting.

Building and Grounds

Committee Leader Commissioner Grimshaw
Commissioner DuRussel

Primary Building and Grounds

1. State Police Water and Annexation – Clayette Zechmeister provided an update that a resolution is being drafted regarding this matter.
2. IT Department Space Needs – Commissioner Grimshaw and Eean Lee will schedule a date and time to meet to discuss this project needs. Clayette

Zechmeister reported that legal counsel is currently reviewing the contract regarding the storage space project.

3. Vanderbilt Park Survey – No update at this time.
4. Animal Shelter Cat Room Viewing Window Bids – Mike Miller updated that no bid has been received yet. The Contractor that was awarded the bid for the Animal Shelter door replacement project will consider submitting bid for this project as well.

On Going and Other Building and Grounds – None

Commissioner Vaughan excused at 12:40 p.m.

Personnel

Committee Leader Commissioner Grimshaw
Commissioner Vaughan

Primary Personnel

1. Controller/Administrator Employment Agreement Renewal/Discussion – Potential Changes to Controller and Administrator or Keep Combined - Matter is being reviewed by legal counsel.
2. County COVID-19 Screening Protocol – Clayette Zechmeister explained the procedure that is being used at the HH Purdy Building regarding health screening of the public and employees at that building. Matter can be removed from the agenda.
3. County Department COVID-19 Closure – Clayette Zechmeister explained the protocol to close a Department and that it would be the Elected Official or Department Head, the Health Department, the HR Director and the Controller/Administrator to discuss the situation. Board discussed that it is the Elected Official or Department Head's decision to close a Department if necessary due to COVID. Matter can be removed from the agenda.
4. Treasurer's Office Unemployment Update – This matter has been resolved and can be removed from the agenda.
5. Workman Compensation Updates – Clayette Zechmeister explained the difference in costs per Department based on if the Workman Costs were spread per Department evenly or by Department based on usage.
6. Paperless Payroll Update – Shelly Lutz provided an update that a 30-day notice needs to be provided to the employees if the Board decided to proceed and that a debit card must be made available in lieu of a check. Shelly to bring the matter back to the Board when she has the analyzation of the bids completed.
7. Vanderbilt Park Host Change from Contract to Part-time – Board is not in favor of moving forward on this matter. Matter can be removed from the agenda.
8. County Draft Nepotism Policy – Shelly Lutz reported that the Livingston County policy has been distributed to Elected Officials and Department Heads for review and suggestion. Clayette Zechmeister reviewed comments received. Clayette to forward the Livingston County policy and comments received to legal counsel for review and recommendation.

9. Refilling Full-Time Employee (FTE) Vacancies - Board Review and Approval – Board discussed the steps that should be taken as the position can be offered to a candidate, then brought to the Board for approval and the start date would be after Board approval.

On-Going and Other Personnel

1. MERS – Clayette Zechmeister will present the report once received.
2. MAC 7th Meeting Updates – Commissioner Bardwell reported that Renee Francisco had sent communication to the members to gain their preference on a meeting as to in-person, virtual or hybrid.
3. Safety Committees – Watch for Grant Opportunities

Other Business as Necessary

1. Airport Authority Board – Commissioner Bardwell provided an update that there is still a concern regarding the excavation that is happening near the airport.
2. South Central Michigan Construction Code Inspections (SCMCCI) Discussion – Matter discussed earlier in the meeting.
3. Animal Control Ordinance Information – Clayette Zechmeister and Leigh Nacy provided an update as to the review of ordinances from Saginaw County, Lapeer County and Vassar City. Board discussed provisions to be included in a Tuscola County Ordinance. Clayette and Leigh to continue to work on a draft ordinance.

On-Going Other Business as Necessary –

-Sheriff Skrent asked for clarification on the hiring process and presentation to the Board for potential hires. Sheriff Skrent has a candidate in mind for an open position and the matter is to be added to Thursday's agenda for official approval.

At 1:48 p.m., there were 24 participants attending the meeting.

Public Comment Period –

-Register John Bishop spoke in reference to the Nepotism Policy to include language clarifying cousins, nieces and nephews.

Motion by Young, seconded by DuRussel to adjourn the meeting at 1:57 p.m. Roll Call Vote: Young - yes; Vaughan - absent; DuRussel - yes; Grimshaw - yes; Bardwell - yes. Motion Carried.

Meeting adjourned at 1:57 p.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, by Electronic Remote Access in accordance with Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of Emergency related to COVID - 19 on May 13, 2021 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 5/10/21
- Description of Matter:** Move that per the Recommendation from the Buildings and Grounds Director to award the asphalt bids for the Department of Health and Human Services Building and the Health Department combined parking lots to Black Jack Asphalt & Concrete in the amount of \$15,000.00.

- Agenda Reference:** B
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/10/21
- Description of Matter:** Move to appoint Steven Escott to the Park and Recreation Committee. This appointment will be a partial term expiring December 31, 2023.

- Agenda Reference:** C
- Entity Proposing:** COMMITTEE OF THE WHOLE 5/10/21
- Description of Matter:** Move that per the recommendation from the Tuscola Behavioral Health Systems Board of Directors to appoint Alice Moore to the Board of Directors for a 3-year term which would expire on March 31, 2024.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 5/10/21

Description of Matter: Move that per the request from Julie Matuszak with the Pumpkin Festival Committee, to approve the use of the Courthouse lawn for the Annual Pumpkin Festival from September 23, 2021 through October 4, 2021.

Agenda Reference: E

Entity Proposing: COMMITTEE OF THE WHOLE 5/10/21

Description of Matter: Move that the FY 2022 grant application to Community Corrections be submitted by Thumb Area Regional Community Corrections Services on behalf of Tuscola County for Gatekeeper Services in the amount of \$4,050.00. Also, all appropriate signatures are authorized.

Agenda Reference: F

Entity Proposing: COMMITTEE OF THE WHOLE 5/10/21

Description of Matter: Move that pursuant to Section 10 of the agreement with South Central Michigan Construction Code Inspections (SCMCCI) Tuscola County will not be renewing the agreement for SCMCCI to provide building codes inspection and enforcement services. Services to Tuscola County will cease as of September 30, 2021. Correspondence is to be sent via Federal Express to Chris Hamilton, Administrative Manager immediately. Also, all appropriate signatures are authorized.

Agenda Reference: G

Entity Proposing: COMMITTEE OF THE WHOLE 5/10/21

Description of Matter: Move that due to the County not renewing the South Central Michigan Construction Code Inspections (SCMCCI) contract expiring on September 30, 2021, that notification to all local jurisdictions covered under Tuscola County for building code and enforcement services be notified of these changes and the next steps moving forward. Correspondence is to be mailed out as soon as possible. Also, all appropriate signatures are authorized.

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

YEAS:

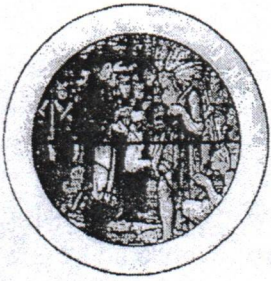
NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk



Tuscola County Parks & Recreation Commission

5.

125 W. Lincoln Street

989.672.3700

Caro, MI 48723

Fax: 989.672.4011

Robert W. McKay, Chairman

www.tuscolacounty.org

Monday, May 10, 2021

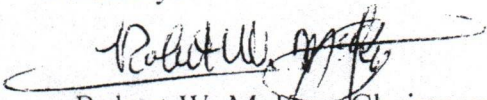
Thomas Bardwell, Chairman
Tuscola County Board of Commissioners
H.H. Purdy Building
125 W Lincoln Street
Caro MI 48723

Hello Chairman Bardwell.

At the most recent meeting of the Tuscola County Parks and Recreation Commission held on April 6th, a motion was passed unanimously requesting that the Tuscola County Board of Commissioners officially identify the parcels along the Cass River in Indianfields Township recently acquired from the State Land Bank Authority as Tuscola County park land to fall under the aegis of the Tuscola County Parks and Recreation Commission. In so doing, the word "parks", in the plural, would become especially accurate in the commission's name.

I would further request that at least for the present time, that land acquisition consisting of parcels A-1, B, and C (as identified in both the plot survey and subsequent documents of transmission) be designated as "The Parcels", and referred to in this way in all further collective reference until such time as the Tuscola County Board of Commissioners might decide otherwise. This action is particularly timely in connection with potential grant submissions which the Tuscola County Parks and Recreation Commission seeks to see developed in the near future.

Sincerely,


-- Robert W. McKay, Chairman

Tuscola County Parks and
Recreation Commission

Tuscola County Parks & Recreation Commission Mission Statement

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

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), effective as of 03-11, 2021 (the "Effective Date"), is entered into between the **State Land Bank Authority**, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the "Seller") and **Tuscola County**, a Michigan municipal corporation, whose address is 125 West Lincoln Street, Suite 500, Caro, Michigan 48723, (the "Buyer").

RECITALS

WHEREAS, the above-identified parties have mutually accepted the following:

A. Buyer agrees to purchase from Seller the real property legally described on the attached Exhibit A (the "Property") located in the Township of Indianfields, County of Tuscola, State of Michigan.

B. The Seller and Buyer desire to establish the terms, covenants, and conditions upon which the Seller will sell and the Buyer will purchase the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, receipt of which is severally acknowledged, Seller and Buyer hereby agree as follows:

1. Purchase Price. Buyer will pay to Seller the minimum sum of One Dollars (\$1) for the Property (the "Purchase Price") payable on the day the Closing occurs. The Property is subject to all applicable building and use restrictions, liens, encumbrances, charges, title exceptions, and easements, if any, affecting the Property.

2. Conditions Precedent to the Buyer's Obligation to Close. The Buyer's obligation to Close on this transaction shall be subject to the following condition precedent:

2.1. Buyer Approvals. The Tuscola County Board of Commissioners shall have adopted resolution(s) authorizing the acquisition of the Property and the performance of the Buyer's obligations hereunder.

3. Inspection Period.

3.1. Buyer, at its sole cost and expense, shall have forty five (45) days from the Effective Date for physical inspections of the Property as Buyer deems desirable, including environmental site assessments or geotechnical investigations, and utilities (the "Inspection Period"). It will be the sole responsibility of the Buyer to make its own investigations, studies, tests, reports, and other due diligence inquiries as to the Property as deemed appropriate by Buyer.

3.2. Seller, following execution of the attached Exhibit B, authorizes Buyer to enter the Property, with prior notice to and consent of Seller, which shall not be unreasonably delayed or withheld, to conduct investigations and studies, and Buyer hereby releases Seller of any and all liability associated with entry and inspection, and warrants that it will comply with applicable regulations regarding environmental and other matters. Buyer shall provide Seller with such proof of insurance as Seller shall reasonably require, including pollution liability coverage provided by its environmental consultant. Buyer shall restore the Property and/or any damage to the Property occasioned by Buyer's inspection activities, and shall indemnify, defend and hold Seller harmless against any loss or liability arising from Buyer's inspection activities. Such indemnity shall survive termination of this Agreement or the Closing, as the case may be, for a period of one (1) year.

3.3. Buyer may, at Buyer's sole expense, within thirty (30) days of the Effective Date obtain a survey (the "Survey") and/or title commitment (the "Commitment") of the Property. If either is not satisfactory, Buyer will give Seller written notice within thirty (30) days of the Effective Date of the deficiencies in the Survey or title that must be corrected. Seller has ten (10) days after receipt of such written notice within which to cure the defects and have the Survey and/or Commitment reissued in a form that meets the requirements of the written notice given by Buyer. Seller has no obligation or duty to correct or cure any defects of the Survey or title. If the defects cannot be corrected by that date or Seller refuses to do so, Buyer may waive the defects in which event they shall be included as Permitted Exceptions on the Quit Claim Deed at Closing or Buyer may terminate this Agreement by written notice to Seller in which event the parties shall have no further obligations to each other hereunder, except any indemnification obligation arising under subsection 3.2. If no written objection is stated by Buyer within the thirty (30) day period for receipt of the Survey and/or Commitment (the "Title Review Period"), Buyer is deemed to accept the title described in the Commitment, and any exceptions thereon shall be included as Permitted Exceptions on the Quit Claim Deed at Closing.

3.4. After its inspection activities, if the Buyer is not reasonably satisfied with the results of its investigations and due diligence inquiries, the Buyer, at Buyer's sole discretion, may proceed to Closing or cancel this Agreement by written notice to Seller at any time prior to the expiration of the Inspection Period. In such case, the parties shall have no further obligations or liabilities hereunder other than those which expressly survive the termination of this Agreement.

3.5. If the Agreement is not terminated prior to the expiration of the Inspection Period, then Buyer shall be deemed to have accepted the condition of the Property and the Closing shall occur with fifteen (15) days.

4. Environmental. Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous, polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

4.1. Buyer agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property.

4.2. Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Buyer.

4.3. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer.

4.4. Without limiting the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

5. Closing and Possession. The Closing will occur at a location and time agreed upon by both the Seller and Buyer, not more than fifteen (15) calendar days after the expiration of the Inspection Period. Seller shall deliver possession of the Property to Buyer at the Closing.

5.1. The Quit Claim Deed will be prepared by Seller. All other closing documents will be prepared by the Buyer. The Quit Claim Deed to the Property shall be subject only to the Permitted Exceptions, if any, and specify that it is exempt from transfer tax pursuant to MCL 207.505(h) and MCL 207.526(h) and otherwise compliant with the following requirements of Act No. 334 of Public Acts of 2018 (the "Deed"). The Deed shall further:

(a) provide that the State of Michigan (the "State") shall be paid fifty percent (50%) of the gross revenues generated from the development, if any, of oil, gas, or mineral interest in or under the Property;

(b) reserve to the State all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines, and other relics, on, within, or under the Property, with power to the State, and all others acting under its authority, to enter the Property for any purpose related to exploring, excavating, and taking away aboriginal antiquities;

(c) provide that if the Property was used by the State as a historical monument, memorial, burial ground, park, or protected wildfire habitat area, it must be maintained and protected for that purpose in perpetuity in accordance with applicable law;

(d) provide that if the Property for any purpose inconsistent with any restrictions provided in Public Act No. 334 of Public Act 2018, the State may reenter and repossess the Property, terminating Buyer or any successor grantee's estate in the Property. If Buyer or any successor grantee disputes the State's exercise of its right of reentry and fails to promptly deliver possession of the Property to the State, the Attorney General, on behalf of the State, may bring an action to quiet title to, and regain possession of, the Property. If the State reenters and repossesses the Property, the State is not liable to reimburse any person for any improvements made on the Property or to compensate any person for any part of an unfulfilled contract or license issued to provide goods or services on or for the Property; and

(e) state that the Property is being conveyed with the right to make zero (0) land divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Act of 1967.

5.2. All closing costs, title insurance premiums, and special assessments, if any, will be paid by Buyer. Each of the parties shall be responsible for its own legal fees.

5.3. At Closing, after receipt of the applicable Purchase Price from Buyer, Seller will convey title to the Property by Quit Claim Deed, subject to any and all permitted exceptions, liens, charges, actions, encumbrances, covenants, conditions, restrictions, zoning ordinances, title exceptions, and subject to the provisions of Public Act 334 of 2018, if any. Buyer will accept the Property "AS IS, WHERE IS, WITH ALL FAULTS"

that is, in its then present condition. The Seller or title company shall record the Quit Claim Deed.

5.4. The execution and delivery of the Quit Claim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

6. "AS IS" Transaction. BUYER ACKNOWLEDGES THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT WITH RESPECT TO THE PROPERTY OR ANY RELATED MATTERS AND THAT THE PROPERTY IS BEING TRANSFERRED TO BUYER IN "AS IS CONDITION, WITH ALL FAULTS." In particular, Seller makes no representations or warranties with respect to the use, physical condition, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health, or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations, or requirements.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION AND REVIEW OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND ANY ENVIRONMENTAL REPORT(S) OR ASSESSMENT(S) OBTAINED BY BUYER IN MAKING ANY DECISIONS REGARDING THE SUITABILITY OF THE PROPERTY.

Upon Closing, Buyer will be deemed to have accepted the Property in "as is condition, with all faults," including the location and extent of boundaries, the condition of all improvements, and the environmental condition of the Property.

7. Zoning, Safety and Regulatory Compliance. When title passes to the Buyer at Closing, the Property will immediately become subject to certain State of Michigan (the "State") safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. Buyer acknowledges that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyer acknowledges that it will comply with all zoning and use requirements. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Buyer has had the opportunity to make a personal inspection of the Property. The Buyer further acknowledges that it is the Buyer's responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

8. Fees and Commissions. If any person asserts a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Agreement, the Buyer will (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, any and all attorney fees and costs incurred in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. Buyer acknowledges that Seller has not used the services of a broker in connection with this transaction.

9. Notices. Notices under this Agreement must be delivered to:

Buyer:
Tuscola County
125 West Lincoln Street, Suite 500
Caro, Michigan 48723
Attention: Administrator Office

Seller:
State Land Bank Authority
PO Box 30766
Lansing, Michigan 48909
Attention: Executive Director

Facsimile or electronic notices will not be accepted. Either party may change its address by giving notice of the change to the other party.

10. Buyer Representations and Warranties. Buyer represents and warrants to Seller:

10.1. Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been, or by the first Closing will have been, taken. The person signing this Agreement on behalf of Buyer is authorized to do so.

10.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

10.3. The representation and warranties of Buyer will survive the Closing.

The foregoing representations shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations shall survive the Closing.

11. Public Policy Provisions.

11.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, Buyer will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2019-09, Buyer shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, 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. Buyer agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

11.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if Buyer or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

12. Termination. If the Buyer fails to perform any of its obligations under this Agreement, the Seller will provide written notice of default to the Buyer. If the Buyer fails to cure within fifteen (15) days after the Buyer's receipt of Seller's written notice, Seller may terminate this Agreement and any monies paid hereunder may be retained by the Seller as liquidated damages.

13. Miscellaneous Provisions.

13.1. It is expressly understood and agreed that neither the Seller nor the Buyer may assign its interest under this Agreement or any portion thereof without the prior written consent of the other party, its successors or assigns which consent shall not be unreasonably withheld or delayed.

13.2. Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Agreement will be made only in the form approved by Seller in writing.

13.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

13.4. This Agreement may be changed or modified only if in writing and signed by both parties.

13.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a Closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, Buyer will, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section will survive Closing.

13.6. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

13.7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

13.8. Captions and headings used in this Agreement are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Agreement.

13.9. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or

regulations.

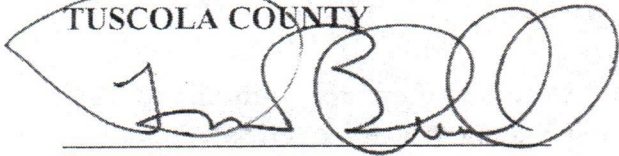
13.10. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

14. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced against Seller, its designee, agents or employees for any matter whatsoever arising out of this Agreement in any courts other than the Michigan Court of Claims.

15. Entire Agreement. This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the dates written below and this Agreement shall be effective as of the Effective Date.

BUYER:
TUSCOLA COUNTY



By:
Its:

Dated: 2-19-2021

SELLER:
STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel A-1:

A parcel of land in the West 1/2 of Section 20, T12N, R9E, Indian Fields Township, Tuscola County, Michigan and more specifically described as commencing at the Southwest corner of said Section 20; thence N02°29'58"E 1596.20 feet, on the west line of said Section 20 to the point of beginning of this description; thence N02°29'58"E 188.93 feet, on said west section line to a point on the east bank of the Cass River; thence on a meander line on the east high bank of the Cass River the following two courses; thence N42°03'45"E 472.98 feet and thence N31°09'17"E 535.90 feet; thence leaving said meander line S87°08'31"E 960.27 feet to the centerline of Chambers Road; thence 351.67 feet on the arc of a curve to the right on the centerline of Chambers Road, said curve having a radius of 381.68 feet, a central angle of 52°47'29" and a chord bearing and distance of S48°28'07"W 339.37 feet; thence S74°51'52"W 532.06 feet, on the centerline of Chambers Road; thence 218.50 feet on the arc of a curve to the left on the centerline of Chambers Road, said curve having a radius of 763.61 feet, a central angle of 16°23'40" and a chord bearing and distance of S66°40'02"W 217.76 feet; thence S58°28'12"W 549.53 feet, on the centerline of Chambers Road; thence 257.37 feet on a curve to the left on the centerline of Chambers Road, said curve having a radius of 263.46 feet, a central angle of 55°58'14" and a chord bearing and distance of S30°29'05"W 247.25 feet, to the point of beginning. Contains 9.83 acres, more or less, to said meander line. In addition, all bottom land between the above described meander line and the centerline of the Cass River shall be conveyed with this description. All bearings are relative and referenced to the west line of Section 20, from previous survey recorded in Liber 596, Page 866, Tuscola County Records. Subject to reservations, rights-of-way and easements of record.

Parcel No.: 013-020-100-0600-01 (a portion thereof)

Parcel B:

A parcel of land in the S.E. 1/4 of Section 19, T12N, R9E, Indian Fields Township, Tuscola County, Michigan and more specifically described as commencing at the S.E. corner of said Section 19; thence N02°29'58"E 1732.13 feet, on the east line of said Section 19 to the point of beginning; thence N02°29'58" 53.00 feet, on the east line of said section to a point on the easterly high bank of the Cass River; thence S55°02'11"W 688.28 feet, along said high bank to the northerly right of way of Washburn Road; thence N74°51'02"E 538.67 feet, on said right of way to the westerly right of way of Chamber Road; thence N02°29'58"E 66.40 feet, on said westerly right of way; thence 141.21 feet on the arc of a curve to the right, on the westerly right of way of Chambers Road with a central angle of 27°17'28" and a radius of 296.47 feet, to the point of beginning, containing 1.42 acres, more or less.

Parcel No.: 013-019-750-0100-01

Parcel C:

A parcel of land in the S.E. 1/4 of Section 19, T12N, R9E, Indian Fields Township, Tuscola County, Michigan and more specifically described as commencing at the S.E. corner of said Section 19; thence N87°24'11"W 874.10 feet, on the south line of said section; thence N00°00'00"E 1272.44 feet, to a point on the northly right of way of Washburn Road and the point of beginning; thence S82°39'08"W 835.36 feet, on the northerly right of way of Washburn Road to a point on the southeasterly high bank of the Cass River; thence N54°46'13"E 623.54 feet, on the high bank of the Cass River; thence S51°36'42"E 407.19 feet, on the high bank of the Cass River; thence to the point of beginning, containing 2.80 acres, more or less.

Parcel No.: 013-019-750-0100-02

EXHIBIT B
RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

1. I, Thomas Bardwell, understand that upon countersignature by the Seller, have permission to enter the real property located in the Township of Indianfields, County of Tuscola, State of Michigan, and more specifically described in Exhibit A of the attached Purchase Agreement (the "Agreement") (the "Property").
2. I covenant and agree that I will refrain from commencing any action or proceeding, or prosecuting any pending action or proceeding, on account of any matter released hereunder.
3. I absolutely and unconditionally release and forever discharge the State of Michigan and its departments, commissions, boards, institutions, arms, agencies, and instrumentalities and their respective past, present, and future directors, officers, employees, attorneys, agents, representatives, indemnitors, and insurers (collectively, the "State") from all claims that I directly, indirectly, derivatively, or in any other capacity ever had, now have, or hereafter can, shall, or may have arising out of entry on and inspection of the Property.
4. I acknowledge this release is a full release. I expressly waive and assume the risk of any and all claims for damages that may hereafter arise out of my entry on and inspection of the Property, including those of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect my decision to enter into this agreement.

TUSCOLA COUNTY

By: _____
Its: _____

Dated: 2-19-2021

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____



Tuscola County

Clayette Zechmeister <zclay@tuscolacounty.org>

[EXTERNAL] MERS Plan Document 87(6) REF:0265279

1 message

Matt Taylor <mtaylor@mersofmich.com>

Wed, Mar 24, 2021 at 3:16 PM

To: Shelly Lutz <lutzs@tuscolacounty.org>, Clayette Zechmeister <zclay@tuscolacounty.org>

Thank you for taking my call. Per our conversation, please see section 87 (6) below from the MERS plan document.

Plan document:

<https://resources.mersofmich.com/SharePointFormsService/Default.aspx?Publication=MERSPlanDocument.pdf>

Section 87 (6) from the plan document:

- (6) The assets of the System shall be held and invested for the sole purpose of meeting the legitimate obligations of the System and shall not be used for any other purpose. The assets shall not be used for or diverted to a purpose other than for the exclusive benefit of the members, vested former members, retirees, and beneficiaries before satisfaction of all System liabilities. As permitted by IRC Section 401(a)(2) and the regulations thereunder, in the event of a termination of a participating municipality or court's defined benefit plan under this Plan, the employer may recover any balance remaining in the reserve for employer contributions after satisfaction of all liabilities (as shall be determined by the System) with respect to employees and their beneficiaries under the Plan.

Matt Taylor

Regional Manager

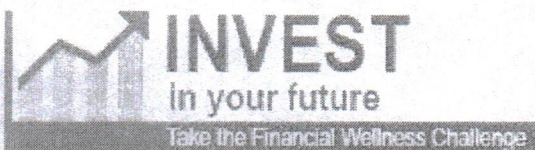
Municipal Employees' Retirement System of Michigan

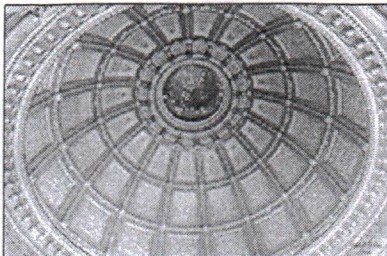
1134 Municipal Way

Lansing, MI 48917

Ph. 517-703-9030 x216

www.mersofmich.com





MICHIGAN LEGISLATURE

Michigan Compiled Laws Complete Through PA 8 of 2021
House: Adjourned until Wednesday, May 12, 2021 1:30:00 PM

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Article IX § 24

friendly link Printer Friendly

Jump to the first occurrence of "Diminished"

STATE CONSTITUTION (EXCERPT) CONSTITUTION OF MICHIGAN OF 1963

§ 24 Public pension plans and retirement systems, obligation.

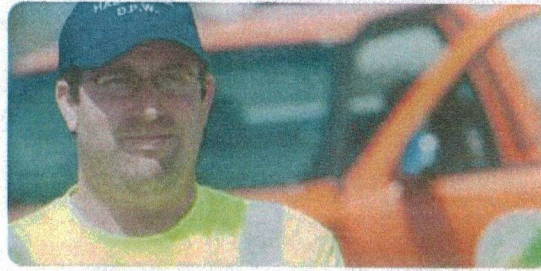
Sec. 24.

The accrued financial benefits of each pension plan and retirement system of the state and its political subdivisions shall be a contractual obligation thereof which shall not be diminished or impaired thereby.

Financial benefits arising on account of service rendered in each fiscal year shall be funded during that year and such funding shall not be used for financing unfunded accrued liabilities.

History: Const. 1963, Art. IX, § 24, Eff. Jan. 1, 1964

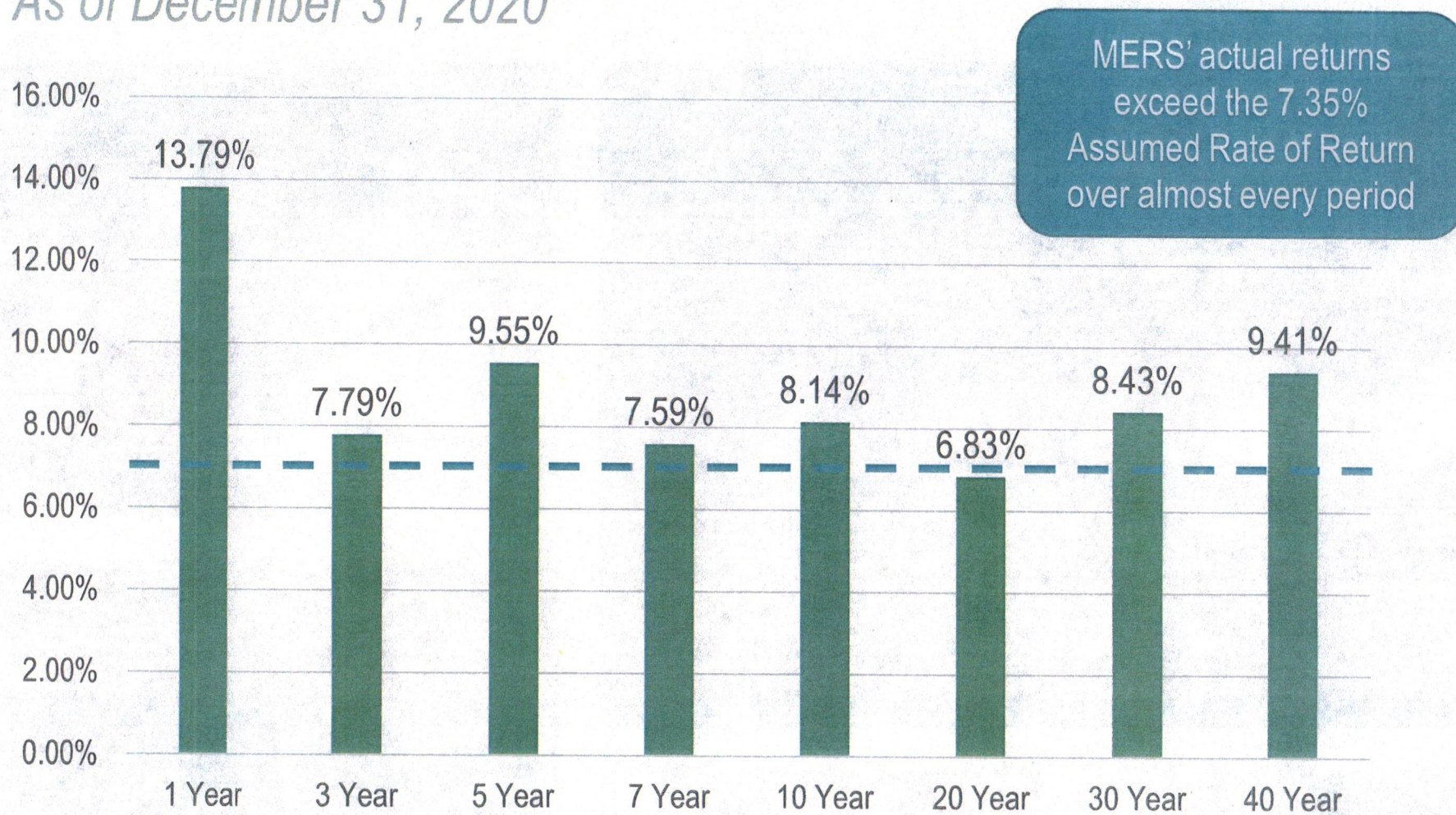
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Investment Update

MERS Long-Term Investment Returns

As of December 31, 2020



All rates are shown gross of fees

Year-by-Year Returns (1979-2020)

Year	Rate of Return
2020	13.79%
2019	14.06%
2018	-3.51%
2017	13.40%
2016	11.10%
2015	-0.85%
2014	6.68%
2013	15.00%
2012	11.39%
2011	2.30%
2010	14.43%
2009	17.31%
2008	-24.79%
2007	8.58%

Year	Rate of Return
2006	13.61%
2005	6.78%
2004	14.90%
2003	24.72%
2002	-8.34%
2001	-1.91%
2000	-2.76%
1999	17.01%
1998	14.20%
1997	14.43%
1996	12.68%
1995	23.95%
1994	0.50%
1993	9.69%

Year	Rate of Return
1992	8.05%
1991	22.14%
1990	2.94%
1989	19.11%
1988	11.19%
1987	5.50%
1986	13.55%
1985	24.33%
1984	9.33%
1983	10.64%
1982	26.69%
1981	3.65%
1980	7.62%
1979	6.26%

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held on May ___, 2021 in Caro, Michigan.

PRESENT: _____

ABSENT: _____

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

RESOLUTION AUTHORIZING THE COUNTY OF TUSCOLA TO ISSUE NOT TO EXCEED \$5,700,000 OF GENERAL OBLIGATION LIMITED TAX PENSION OBLIGATION REFUNDING BONDS, SERIES 2021

WHEREAS, pursuant to the provisions of Section 518 of Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), the County of Tuscola (the "County or Issuer") issued its General Obligation Limited Tax Pension Obligation Bonds, Series 2015 (the "Prior Bonds") in the aggregate principal amount of \$6,980,000 for the purpose of paying all or part of the costs of the unfunded pension liability (as defined in Act 34) of the County's Municipal Employees' Retirement System Restated Plan Document of December 31, 2014, a defined benefit plan (the "Defined Benefit Plan") that was closed to new and certain existing employees at the time of issuance of the Prior Bonds; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$5,870,000, mature in various principal amounts on September 1 in the years 2021 through 2034 and bear interest at rates per annum which vary from 3.00% to 4.00%; and

WHEREAS, Part VI of Act 34 authorizes the County to refund all or any part of its outstanding securities; and

WHEREAS, the County has been advised that conditions in the bond market have now improved from the conditions which prevailed at the time the Prior Bonds were sold and that the County can issue bonds to refund part of the outstanding Prior Bonds with savings to the County; and

WHEREAS, this Board of Commissioners has determined that it is in the best interest of the County that such refunding be undertaken.

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

1. BOND DETAILS. Bonds of the County of Tuscola, aggregating the principal sum of not to exceed Five Million Seven Hundred Thousand Dollars (\$5,700,000) (the "Bonds"), shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory

provisions, for the purpose of refunding part of the Prior Bonds (the "Prior Bonds To Be Refunded"). The County Controller/Administrator shall determine which of the Prior Bonds shall be refunded and the principal amount of the Bonds at the time of sale.

The Bonds shall be designated "General Obligation Limited Tax Pension Obligation Refunding Bonds, Series 2021;" shall be dated as of the date of delivery; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5% per annum to be determined by the County Controller/Administrator at the time of sale payable on such dates as shall be determined by the County Controller/Administrator at the time of sale; and shall be serial bonds and/or term bonds and mature in such principal amounts and on such dates and in such years as shall be determined by the County Controller/Administrator at the time of sale.

2. INTEREST RATE AND DATE OF RECORD. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

3. PRIOR REDEMPTION. The Bonds shall be subject to mandatory and/or optional redemption prior to maturity as shall be determined by the County Controller/Administrator at the time of sale; provided, however, that the redemption premium to be paid in connection with any optional redemption of the Bonds shall not exceed 3% of the principal amount of any Bond to be redeemed.

4. BOOK-ENTRY SYSTEM. Initially, one fully-registered bond for each maturity of the Bonds, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to

deliver bond certificates in accordance with the procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds certificated to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on the Bonds and all notices with respect to the Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations previously entered into by the County and DTC, and the County Controller/Administrator is authorized to enter into any additional documents with DTC on behalf of the County as deemed to be appropriate in order to accomplish the issuance of the Bonds in accordance with law and this Bond Resolution.

Notwithstanding any other provision of this Section 4 to the contrary, if the County Controller/Administrator deems it to be in the best interest of the County, the Bonds shall not initially be issued through the book-entry-only transfer system of DTC.

5. BOND REGISTRAR AND PAYING AGENT. The Huntington National Bank is hereby appointed as bond registrar and paying agent for the Bonds, and the County Controller/Administrator is authorized to enter into an agreement with the bond registrar and paying agent. The County Controller/Administrator from time to time may designate, and may enter into an agreement with, a successor bond registrar and paying agent, which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan.

6. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the Underwriter, they shall be delivered by the Treasurer to the Underwriter upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

7. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the

bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 3 of this Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

8. FORM OF BONDS. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF TUSCOLA
GENERAL OBLIGATION LIMITED TAX PENSION OBLIGATION
REFUNDING BOND, SERIES 2021

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

Registered Owner:

Principal Amount:

The County of Tuscola, State of Michigan (the "County or Issuer"), acknowledges itself indebted to, and for value received, hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue set forth above, or such later date through which interest has been paid, until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of _____ and _____ in each year, commencing on _____ 1, 202_. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$ _____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County and an order adopted by the County Controller/Administrator of the County (said resolution and order herein collectively referred to as the "Resolution") for the purpose of refunding the County's outstanding General Obligation Limited Tax Pension Obligation Bonds, Series 2015 maturing in the years 2022 through 2034. The full faith and credit of the County have been pledged to the prompt payment of the principal of and interest on the bonds of this series. The principal and interest are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional, statutory and charter limitations on the taxing power of the County.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

(REPEAT IF MORE THAN ONE TERM BOND)

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____ 1, 20__, are not subject to optional redemption prior to maturity. Bonds maturing on and after _____ 1, 20__, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any date on and after _____ 1, 20__. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus [a redemption premium of __% of the bond or portion of the bond to be redeemed and] interest to the date fixed for redemption.

Not less than thirty days' notice of redemption shall be given by first-class mail to the registered owners of bonds called to be redeemed at their registered addresses. Failure to receive notice of redemption shall not affect the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the County of Tuscola, Michigan, by its County Board of Commissioners, has caused this bond to be executed in its name by the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF TUSCOLA

By: _____
County Clerk

By: _____
Chairperson of the
Board of Commissioners

(SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

The Huntington National Bank
Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

END OF BOND FORM

9. SECURITY. The Bonds shall be limited tax general obligations of the County. The full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. Each year the County shall be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem property taxes on all taxable property within its corporate boundaries to pay such principal and interest as the same become due. The ability of the County to raise funds to pay such amounts is subject to applicable constitutional and statutory limitations on the taxing power of the County.

10. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

11. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any accrued interest received from the original purchaser of the Bonds at the time of delivery of the same. All payments made by the County pursuant to Section 10 of this Bond Resolution are pledged for the payment of the principal of and interest on the Bonds and as made shall be placed in the Principal and Interest Fund, and so long as the principal or interest on the Bonds remain unpaid, no moneys shall be withdrawn from such fund except to pay such principal and interest.

12. PAYMENT OF ISSUANCE EXPENSES -- ESCROW FUND. The remainder of the proceeds of the Bonds shall be used, together with available moneys of the County, if any, to pay the issuance expenses of the Bonds and to establish an escrow fund for the Prior Bonds to be Refunded. After the issuance expenses have been paid or provided for the remaining proceeds and County moneys, if any, shall be used to establish an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of and interest on the Prior Bonds to be Refunded. The Escrow Fund shall be held by The Huntington National Bank, hereby appointed as escrow agent (the "Escrow Agent"), in trust pursuant to an escrow agreement (the "Escrow Agreement") which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Prior Bonds to be Refunded when due prior to redemption and to call the Prior Bonds to be Refunded for redemption at such time as shall be determined in the Escrow Agreement. The County Controller/Administrator shall approve the Escrow Agreement at the time of sale of the Bonds and shall be authorized to execute and deliver the Escrow Agreement for and on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received thereon will be sufficient without reinvestment to pay the

principal of and interest on the Prior Bonds to be Refunded when due at maturity or call for redemption as required by the Escrow Agreement.

13. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Bonds shall NOT be subject to permission being granted therefor by the Department of Treasury of the State of Michigan as provided in Act 34. Because, the County is qualified to issue such bonds without prior approve of the Department of Treasury.

14. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF REFUNDING BONDS. The Bonds shall be sold to an Underwriter (the "Underwriter"), pursuant to a negotiated sale as hereinafter provided, and it is hereby determined that such negotiated sale is in the best interests of the County and is calculated to provide the maximum flexibility in the pricing and the timing of the sale of the Bonds. The County Controller/Administrator is authorized to review proposals from Underwriters and to enter into a bond purchase agreement (the "Bond Purchase Agreement") with the Underwriter as set forth below, which Bond Purchase Agreement shall set forth the Prior Bonds To Be Refunded and the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Underwriter with respect to the Bonds, as well as such other terms and provisions as the County Controller/Administrator determines to be necessary or appropriate in connection with the sale of the Bonds. The Bond Purchase Agreement and the terms of the Bonds set forth therein shall be approved by an order adopted by the County Controller/Administrator at the time of the sale of the Bonds. The Chairperson of the Board of Commissioners, the County Clerk, the County Treasurer, the County Controller/Administrator and other appropriate officials of the County are each hereby authorized to execute and deliver such certificates or documents as bond counsel shall require and to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Bond Resolution. In making the determination in the order authorizing the sale of the Bonds and in the Bond Purchase Agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Underwriter, the County Controller/Administrator shall be limited as follows:

- (a) The interest rate on any Bond shall not exceed 5% per annum.
- (b) The final maturity date of the Bonds shall not be later than September 1, 2034.
- (c) The Underwriter's discount with respect to the Bonds or the compensation to be paid to the Underwriter shall not exceed 0.60% of the principal amount of the Bonds.

15. REPLACEMENT OF BONDS. Upon receipt by the County Clerk of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Clerk, the County Clerk may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding

matured Bond is lost, apparently destroyed or wrongfully taken, the County Clerk may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant to the provisions of this Section 16 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

16. OFFICIAL STATEMENT; CONTINUING DISCLOSURE. (1) The County Controller/Administrator is authorized to cause the preparation of an official statement for the Bonds for the purpose of enabling compliance with Rule 15c212 issued under the Securities Exchange Act of 1934, as amended (the "Rule"), and to do all other things necessary to enable compliance with the Rule. After the award of the Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (f)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the Underwriter to enable the Underwriter to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(2) The Chairperson of the Board of Commissioners and the County Clerk are hereby authorized to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of the Rule, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

17. COVENANT WITH BONDHOLDERS AND STATE OF MICHIGAN. The County hereby covenants with the holders of the Bonds and the State of Michigan that it will not, after the issuance of the Bonds and while the Bonds are outstanding, rescind whatever action it has taken to make a partial or complete cessation of accruals to the Defined Benefit Plan or the closure of the Defined Benefit Plan for new or existing employees.

18. PROFESSIONAL SERVICES. The following are appointed to act in the following capacities with respect to the Bonds:

As registered municipal advisor: MFCI, LLC
Troy, Michigan

As bond counsel: Clark Hill PLC

Detroit, Michigan

19. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: _____

NAYS: _____

RESOLUTION ADOPTED.

STATE OF MICHIGAN)
) SS:
COUNTY OF TUSCOLA)

I, the undersigned, the duly qualified and acting County Clerk of the County of Tuscola, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the County Board of Commissioners of said County, held on March ____, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

County Clerk, County of Tuscola

REQUEST FOR PROPOSAL

PROFESSIONAL BUILDING PLAN REVIEW SERVICES
AND
PROFESSIONAL BUILDING INSPECTION SERVICES

Tuscola County
Controller/Administrator

May 13, 2021

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

REQUEST FOR PROPOSAL

DATE OF REQUEST	May 13, 2021
RFP DEADLINE	July 9, 2021
SEALED BID OPENING DATE/TIME	July 15, 2021
SUBMIT PROPOSAL TO	Tuscola County Controller/Administrator 125 West Lincoln Street Suite 500 Caro, MI 48723
MARK EXTERIOR ENVELOPE:	DELIVER TO: Clayette Zechmeister, Controller/Administrator IMMEDIATELY
MARK INTERIOR SEALED ENVELOPE:	“BUILDING CODES RFP.”

GENERAL INFORMATION:

- RIGHT TO ACCEPT OR REJECT:** Tuscola County reserves the right to accept or reject any or all items in the proposal; to accept or reject any or all proposals; to award the proposal in part or in total; to waive any informalities therein; or for any reason, to award the contract to other than the low bidder.
- FIRM BID:** All proposals shall be firm for sixty (60) days from the deadline listed above.
- CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Clayette Zechmeister, Controller/Administrator at Zclay@tuscolacounty.org failure to do so may limit your ability to submit a complete, competitive proposal.
- CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Addendum submitted by Clayette Zechmeister, Controller/Administrator. Bidders shall not rely upon interpretations, corrections, or changes made

in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written Addendum. All written Addendums issued shall become part of the Agreement documents.

5. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its Board of Commissioners.

6. **TAX-EXEMPT STATUS:** Tuscola County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.

7. **FOIA:** All properly submitted sealed bids are confidential until the listed bid opening time and date; however, as a public entity, Tuscola County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed Agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the Agreement.

9. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for the proposed services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

10. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its bid is received by Tuscola County in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Tuscola County shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made as outlined above.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

PROPOSAL SUBMISSION REQUIREMENTS:

- Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. This certification must be in the form as outlined in **Exhibit A** to this RFP.
- Each bidder must complete the accompanying business information form, as outlined in **Exhibit B** to this RFP, and submit the form as part of its Proposal.
- **All Proposals (including 1 original and 6 copies) must be delivered within a sealed envelope marked "BUILDING CODES RFP." This sealed envelope should be enclosed within an envelope addressed and delivered as described above.**
- The County will not accept proposals send by fax or e-mail.
- The County will not accept late proposals.
- In addition to addressing the relevant proposal details (outlined below) each Proposal must address each of the following:
 - A. **Firm Overview:** History of firm, including organization type, age, size, number and location of offices, number of employees (fulltime & part-time) and their level of experience, number of clients and any specialty areas.
 - B. **Qualifications:**
 - a. Biographies/resumes of firm leadership and key personnel.
 - b. Specialized equipment/vehicles available to service the County.
 - c. What is your normal availability and response time for non-emergency service work.
 - d. Describe your procedure for taking emergency service requests and what your response time is.
 - e. Please provide examples of similar experience, whether governmental or commercial, and describe services provided.
 - f. Describe what additional "value added services" your firm can provide.
 - g. List the key differentiators for your firm. What factors distinguish your firm from your competitors?
 - h. Experience with Construction Code Commission meetings.
 - C. **References:**
 - a. List five (if you have less than five, list all current) similar clients you currently provide ongoing Professional Building Plan Review and Inspection services for:
 - i. Name of company
 - ii. Length of time a customer
 - iii. Services provided
 - iv. Contact name and title
 - v. Phone number

D. Conflict of Interest:

- a. Disclose any conflicts or perceived conflicts of interest.
- b. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

E. Additional Documentation:

- a. Errors and omissions coverage (if none, indicate).
 - b. Liability coverage.
 - c. Any and all relevant state registration certificates.
- If there are general questions that require clarification concerning this RFP, please contact Clayette Zechmeister, Controller/Administrator at (989) 672-3700.

PROPOSAL DETAILS:

A. **DESCRIPTION** – Tuscola County is seeking proposals for Professional Building Department Services, Permit Issuance, Plan Review and Inspection Services. The County is soliciting proposals from qualified contractors to perform Professional Building Plan Review Services and Building Inspection Services for new commercial/industrial building, additions, and remodels; new residential construction additions and remodels; and other retro-fits of any and all buildings. The Contractor will serve as the Building Official for Tuscola County. Inspection services will encompass:

- Building Plan Review/Inspections
- Mechanical (HVAC, Fire Suppression) Plan Review/Inspections
- Plumbing Plan Review/Inspections
- Electrical Plan Review/Inspections
- Permit Issuance, all disciplines
- Soil Erosion Control Plan Review/Permitting/Inspections

B. **BACKGROUND:** Tuscola County currently contracts with a third party for Professional Building Plan Review and Professional Building Inspection Services.

C. **TUSCOLA COUNTY OFFICE:** The winning Contractor will be required to maintain a regular office presence in Tuscola County. All Proposals should address whether bidder is seeking to lease office space from Tuscola County in connection with its Proposal. The terms of a lease agreement between the County and a bidder shall be negotiated concurrently with the final Contract.

D. SCOPE OF WORK:

Building Plan Review Services (All Disciplines)

- Provide plan review of any and all types of structures including, but not limited to, single family dwellings, multiple family dwelling units, commercial and industrial building for compliance with all local ordinance, Michigan Building codes, Michigan Mechanical Codes, Michigan Plumbing Codes, Michigan Electrical Codes, American with Disabilities Act and Michigan Barrier Free Codes and the Michigan Energy Codes and referenced standards.
- Generally, residential initial plan check turn-around time shall be no more than 7 working days. Large commercial/industrial plan check turn-around time shall be no more than 14 working days.
- Plan reviews shall include electronic comment reports describing code violations in full with reference to plan sheet and detail identification and specific codes and code sections relating to each comment as applicable.

Building Inspection Services (All Disciplines)

- Provide Building Inspection Services for any and all types of structures including single family dwellings, multiple family dwelling units, commercial and industrial buildings, and other structures for compliance with local building codes.

- Inspections shall occur between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday, unless otherwise agreed upon by the contractor and the customer.
- Inspectors shall respond to phone messages and be available to answer customer questions each working day. Inquiries may be handled from the office of the Contractor.
- Whenever possible and appropriate, the contractor shall coordinate inspections between disciplines to occur on a common site on the same day.
- Contractor's inspectors shall be provided by the Contractor with all the necessary code books, tools, equipment, and transportation required to perform plan review and inspection duties. All inspectors shall maintain a cell phone number which shall be available to the public to access the inspector.

E. QUALIFICATIONS AND SELECTION CRITERIA:

Required Qualifications:

- Contractor, and any employee of Contractor providing services to the County, must be appropriately licensed, qualified and registered as required by PA 54 of 1986 and all other applicable state or federal statutes, rules and regulations.
- Contractor must be qualified to act as the County's Building Official under applicable state law and regulations.
- Contractor must be duly licensed to do business in the State of Michigan and acceptable to Tuscola County.
- The contractor must understand, interact and communicate well with all local departments and agencies involved in the inspection and zoning process.
- The County seeks a contractor that can address the challenges of a rural community, able to communicate effectively with all agencies involved with building permits.
- The contractor must be able to communicate effectively with County employees, the construction industry, utilities, developers, property owners, other agencies and property owners.
- The contractor will function as an agent of Tuscola County and provide plan review services, inspections, enforcement of appropriate building codes, respond to citizen complaints and have the ability to communicate effectively to ensure minimal impacts to the public, neighborhoods, etc. from building activities in the County.
- The contractor shall provide current qualifications and certifications of all its employees providing services.
- Contractor shall hold and save harmless the County from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors in the performance of the duties of the contract.
- Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of the County, for any damages for which the Contractor is liable, of which the County shall be sole judge.
- Contractor shall ensure that its employees and agents conform to all Federal (OSHA) laws and regulations, State and County safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Selection Criteria: The requested information is intended to provide information that will assist Tuscola County in the selection of the most qualified, competent, experienced,

responsive and economical service provider, who will best serve the needs of the County .During the evaluation process, where it may serve the its best interest, the County reserves the right to request additional information or clarifications from proposing firms, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities. A selection committee will evaluate the proposals based upon the factors listed above. After a review of the written proposals, selected firms may also be asked to make an in-person presentation or field follow-up questions. Tuscola County will choose the proposal(s) that best fits its needs. The County is not obligated to award the contract based on cost alone. The selected firm will be required to enter into a written agreement with the Tuscola County that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. This agreement is anticipated to be for three (3) years. If an agreement cannot be reached, Tuscola County reserves the right to render the proposal invalid and may award the contract to another qualified vendor in its sole discretion.

EXHIBIT A

CERTIFICATION

The individual signing below swears, affirms and certifies:

1. He/She fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Company Name: _____

Signatory Name: _____

Signatory Title: _____

Signed: _____

Date: _____

EXHIBIT B

BIDDER INFORMATION

*Name:	
*Title:	
*Name Company:	
*Address	
*City/State/Zip:	
*Phone Number:	
*Fax Number:	
*Email Address:	



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

April 13, 2021

Ms. Sandra Nielsen, Director
Tuscola County Central Dispatch
1303 Cleaver Road
Caro, Michigan 48723

Dear Ms. Nielsen:

I am writing to acknowledge the exemplary work and dedication recently demonstrated by the Tuscola County Central Dispatch.

On March 31, 2021, Ms. Katherine O'Shesky conducted a Law Enforcement Information Network (LEIN)/National Crime Information Center (NCIC) audit of your agency. Your participation and assistance during the entire audit process was greatly appreciated. The responsibility of managing and ensuring the accuracy, security, and integrity of criminal justice information systems is a shared responsibility of all federal, state, and local law enforcement agencies. It was evident to Ms. O'Shesky that the Tuscola County Central Dispatch and its staff do embrace this management responsibility and philosophy.

Ms. O'Shesky commented on how well prepared you were. All requested documents and records were readily available, up to date, and accurate. Overall, the findings showed that your worksite was compliant in all the audit components assessed. This is a remarkable accomplishment and I feel that you and your staff should be recognized and congratulated for their hard work and efforts.

Please extend to your staff my appreciation for a job well done for all they do in the interest of public safety.

Sincerely,

A handwritten signature in black ink that reads "Michelle Kuzera".

Ms. Michelle Kuzera, Division Director
Criminal Justice Information Center

Hello County Commissioners,

I am contacting you to request that you not allow voting machines to be used in Tuscola County for elections but rather paper ballots and that a forensic audit of these voting machines be done, especially regarding the 2020 election. It is my understanding that the Hart/Dominion machines that Tuscola has chosen to use is no different than the highly questionable Dominion voting machines that were used in the now infamous Antrim County. If you have not done so, I recommend you watch these following videos and look at the data collected. As a resident, voter and tax payer of Tuscola County, I do not want these machines used here and I know many others who feel the same. The data presented below signifies that these machines are an open doorway to a national security crisis in which all Michiganders and Americans should be very concerned. For the future of our nation and for the future of my children and grandchildren, I ask you to please do everything in your power to bring truth and justice to our county, state, and nation.

Michigan algorithms https://youtu.be/iG2V_bWLRqo
"Absolute Interference" <https://cdn.michaeljindell.com/downloads/absolute-interference.mp4>

Please reach out to me. I look forward to your response. Thank you!
God bless,

Mary L Bock



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR
5102 (Rev. 01-19)

RACHAEL EUBANKS
STATE TREASURER

May 4, 2021

Tuscola County Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

Dear Tuscola County Board of Commissioners,

Thank you for submitting an interlocal agreement and *Form 5697 State Tax Commission Petition for Approval of County Designated Assessor* for the Tuscola County Designated Assessor. All proposed Designated Assessors must be approved by the State Tax Commission.

A recommendation of approval of your proposed Designated Assessor, Angie Daniels, will be made to the State Tax Commission at their meeting on May 24, 2021. The County is not required to attend or address the Commission at this meeting. You will receive written notification of the action taken by the Commission.

If there are any questions or concerns regarding this process, please email AssessingReformQuestions@michigan.gov.

Thank you for your cooperation throughout this process.

Sincerely,

David A. Buick, Executive Director
State Tax Commission

Cc: Tuscola County Clerk
Tuscola County Equalization
Angie Daniels, Proposed Designated Assessor



REGION VII AREA AGENCY ON AGING

YVONNE CORBAT, CHAIR

BOB BROWN, EXECUTIVE DIRECTOR

MEMBER COUNTIES: BAY ■ CLARE ■ GLADWIN ■ GRATIOT ■ HURON ■ ISABELLA ■ MIDLAND ■ SAGINAW ■ SANILAC ■ TUSCOLA

TO: Parties Registered on the RFP Mailing List

FROM: Bob Brown, Executive Director DS
BB

DATE: May 7, 2021

SUBJECT: Call for Letters of Intent

The Region VII Area Agency on Aging is accepting *Letters of Intent* from public, private for-profit and non-profit incorporated entities interested in applying for FY 2022 (October 1, 2021 - September 30, 2022) funds to provide services for persons age 60 and older. The counties included in Region VII AAA are: Bay, Clare, Gladwin, Gratiot, Huron, Isabella, Midland, Saginaw, Sanilac and Tuscola.

Attached are the geographic service areas, proposed allocations, and the service categories for which funds will be awarded through the competitive FY 2022 Request for Proposal process.

Please note that the section noted for the Allocation Plan for Multi-Year providers is only available to providers who have received the Multi-Year Contract. Letters of Intent from other providers will not be accepted for those programs.

All Region VII Area Agency on Aging contractual obligations are subject to the availability of State and Federal funds. (Please note: The funding levels for each service category published in the attachments labeled Annual Allocation Plan for Contracted Services FY 2022 are *subject to change* due to availability of funds from the state and federal government.)

A *Letter of Intent* form is enclosed. Instructions are included on the reverse side of the form. If interested in participating in the FY 2022 Request for Proposal (RFP) process, the *Letter of Intent* form must be completed and submitted to Region VII Area Agency on Aging office on or before 4:00 p.m. on Friday, May 28, 2021.

Please note that these are contracted funds available for the fiscal year beginning October 1, 2021. If you participate in a Purchase of Service program with Region VII AAA or the MI Choice Waiver Program, you are not obligated to take part in this process to participate in those programs.

If you would like additional information, please contact Jackie Gilles or Barb Hair, Contract Specialists, at (989) 893-4506 or 1-800-858-1637.

Region VII Area Agency on Aging Letter of Intent Form

**INTENT TO APPLY FOR FY 2022 OLDER AMERICANS ACT AND
OLDER MICHIGANIANS ACT MONIES**
(Instructions on reverse side)

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Phone: () _____

Director: _____

Contact Person/Title (if other than Director): _____

Contact Person email: _____

Type of Organization: private non-profit; private for-profit;
 public; other _____

RFP form will be sent electronically. No paper forms will be available. electronic

Indicate the services for which you intend to apply. Refer to the enclosed memorandum, which includes a list of fundable service categories by geographical area.

Service Area No.	County(ies)	Service Category

- **COMPLETED LETTER OF INTENT MUST BE RETURNED TO REGION VII AREA AGENCY ON AGING BY FRIDAY, MAY 28, 2021 AT 4:00 P.M.**

LETTER OF INTENT

INSTRUCTIONS

1. Organizations wishing to be considered for FY 2022 funding through the RFP process must submit a *Letter of Intent* form. Only one form should be submitted per organization. Public entities, non-profit corporations and for-profit corporations are eligible to participate.
2. To complete the form, fill in the organization name, full address and other identifying information in the top section. In the chart section, indicate the service area number(s), counties and service categories for which your organization intends to apply. The information included in the chart section must correspond to the information presented in the attached memorandum.
3. *Letters of Intent* which identify service categories that are not listed for a specific service area cannot be accepted by Region VII Area Agency on Aging.
4. **Letters of Intent are due** at the Region VII Area Agency on Aging office, 1615 S. Euclid Avenue, Bay City, Michigan 48706 **by 4:00 p.m. Friday, May 28, 2021.** Region VII AAA reserves the right to reject *Letters of Intent* that are not submitted on the proper form, are incomplete or are received after the deadline.
5. Applicants will be notified of the status of their *Letter of Intent* within two (2) weeks of receipt by Region VII AAA. Further instructions and/or application materials will be provided at that time.
6. The Region VII Area Agency on Aging reserves the right to accept or reject any or all *Letters of Intent* and funding proposals submitted thereafter as part of the bid process.
7. Funds awarded through the Region VII AAA require a 10% local match, which may be either cash or in-kind.
8. Questions concerning the *Letter of Intent* should be directed to Jackie Gilles or Barb Hair, Contract Specialists, at (989) 893-4506 or 1-800-858-1637.

REGION VII AREA AGENCY ON AGING
1615 S. EUCLID AVENUE
BAY CITY, MI 48706

ANNUAL ALLOCATION PLAN
FOR CONTRACTED SERVICES
FY 2022

Service Area	County	Service Category	FY 2022
3	Gladwin	Congregate Nutrition	\$34,750
3	"	Home Delivered Meals	98,859
13	"	Case Coordination & Support	20,749
13	"	Personal Care	17,289
13	"	Homemaking	19,612
13	"	Respite Care	12,091
13	"	Senior Center Staffing	3,669
13	"	Caregiver Training	6,873
		SUBTOTAL	\$213,892
18	Huron	Adult Day Care	16,428
		SUBTOTAL	\$16,428
16	Midland	Personal Care	11,000
		SUBTOTAL	\$11,000
19	Sanilac	Adult Day Care	20,067
		SUBTOTAL	\$20,067
20	Tuscola	Adult Day Care	24,215
		SUBTOTAL	\$24,215
		GRAND TOTAL	\$285,602

REGION VII AREA AGENCY ON AGING
1615 S. EUCLID AVENUE
BAY CITY, MI 48706

MULTI-YEAR ALLOCATION PLAN
FOR CONTRACTED SERVICES
FY 2022

<u>Service Area</u>	<u>County</u>	<u>Service Category</u>	<u>FY 2022</u>
1	Bay	Congregate Nutrition	\$83,821
1	"	Home Delivered Meals	276,482
11	"	Case Coordination & Support	61,685
11	"	Homemaking	73,632
11	"	Personal Care	22,818
11	"	Adult Day Care	75,761
11	"	Caregiver Training	13,072
11	"	Caregiver Training	13,072
		SUBTOTAL	\$620,343
2	Clare	Congregate Nutrition	\$36,092
2	"	Home Delivered Meals	108,320
12	"	Case Coordination & Support	23,789
12	"	Personal Care	23,425
12	"	Homemaking	28,765
12	"	Respite Care	18,618
12	"	Senior Center Staffing	4,473
12	"	Caregiver Training	7,626
		SUBTOTAL	\$251,108
13	Gladwin	Adult Day Care	10,366
			\$10,366
4	Gratiot	Congregate Nutrition	\$29,742
4	"	Home Delivered Meals	74,727
14	"	Case Coordination & Support	30,070
14	"	Homemaking	11,339
14	"	Home Repair	13,330
14	"	Chore	13,330
14	"	Personal Care	27,292
14	"	Respite Care	17,129
14	"	Senior Center Staffing	8,546
14	"	Adult Day Care	11,129
14	"	Caregiver Training	7,372
		SUBTOTAL	\$244,006

	<u>County</u>	<u>Service Category</u>	<u>FY 2022</u>
5	Isabella	Congregate Nutrition	\$41,186
5	"	Home Delivered Meals	77,597
15	"	Case Coordination & Support	33,458
15	"	Personal Care	24,748
15	"	Homemaking	28,471
15	"	Respite Care	17,495
15	"	Adult Day Care	24,862
15	"	Caregiver Training	12,035
		SUBTOTAL	\$259,852
6	Midland	Congregate Nutrition	\$59,292
6	"	Home Delivered Meals	169,944
16	"	Case Coordination & Support	37,635
16	"	Transportation	18,334
16	"	Homemaking	26,433
16	"	Home Repair	29,000
16	"	Respite Care	17,937
16	"	Adult Day Care	45,376
16	"	Caregiver Training	17,389
		SUBTOTAL	\$421,340
7	Saginaw	Congregate Nutrition	\$123,537
7	"	Home Delivered Meals	417,660
17	"	Case Coordination & Support	100,092
17	"	Senior Center Operations	13,000
17	"	Senior Center Staffing	19,000
17	"	Adult Day Care	121,427
17	"	Caregiver Training	50,173
		SUBTOTAL	\$844,889
8	Huron	Congregate Nutrition	\$31,808
8	"	Home Delivered Meals	140,661
18	"	Case Coordination & Support	21,674
18	"	Transportation	9,217
18	"	Chore	4,780
18	"	Caregiver Training	8,701
18	"	Personal Care	14,939
18	"	Respite Care	8,623
18	"	Homemaking	26,175
		SUBTOTAL	\$266,578

	County	Service Category	FY 2022
9	Sanilac	Congregate Nutrition	\$33,177
9	"	Home Delivered Meals	148,063
19	"	Case Coordination & Support	22,663
19	"	Transportation	7,445
19	"	Chore	5,077
19	"	Caregiver Training	11,130
19	"	Personal Care	21,940
19	"	Respite Care	10,084
19	"	Homemaking	29,488
		SUBTOTAL	\$289,067
10	Tuscola	Congregate Nutrition	\$20,858
10	"	Home Delivered Meals	171,439
20	"	Case Coordination & Support	31,790
20	"	Transportation	7,872
20	"	Chore	7,418
20	"	Caregiver Training	12,093
20	"	Personal Care	25,988
20	"	Respite Care	8,265
20	"	Homemaking	36,917
		SUBTOTAL	\$322,640
		Total of County Allocations	\$3,530,189
21	Saginaw	Personal Care	135,810
21	"	Homemaking	108,646
21	"	Respite Care	47,752
		Saginaw In-Home Subtotal	\$292,208
22	Saginaw	Minority Outreach/Advocacy	75,000
23	Saginaw	Senior Center Staffing/ Minority Outreach / Transportation	40,685
24	Thumb	Minority Outreach/Advocacy	20,000
		Special Programs Subtotal	\$135,685
		GRAND TOTAL	\$3,958,082

April 15, 2021

A regular meeting of the Board was held via Electronic Remote Access through Google Meet on Thursday, April 15, 2021 at 8:00 A.M.; all in accordance with the Michigan Department of Health and Human Services Emergency Order under MCL 333-2253 and Public Act 254 of 2020 due to the Covid-19 Pandemic.

Present for the Electronic Meeting: Road Commissioners John Laurie (Indianfields Township), Gary Parsell (Indianfields Township), Julie Matuszak (Ellington Township), David Kennard (Vassar Township), and Duane Weber (Arbela Township); Acting County Highway Engineer Brent Dankert, Operations Engineer Technician Will Green, Superintendent/Manager Jay Tuckey, Assistant Superintendent Jason Root, and Director of Finance/Secretary-Clerk Michael Tuckey.

At 8:05 A.M., there were a total of Twelve (12) participants attending the Electronic Meeting.

Motion by Parsell seconded by Matuszak that the minutes of the April 1, 2021 regular meeting of the Board be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Payroll in the amount of \$93,847.45 and bills in the amount of \$302,137.11 covered by vouchers #2021-19 and #2021-20 were presented and audited.

Motion by Weber seconded by Matuszak that the payroll and bills be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Brief Public Comment Segment:

(1) Dale and Diana Nelson appeared before the Board asking for a status update regarding the 25' road right-of-way in Oakhurst Park. Acting County Highway Engineer Dankert provided an update regarding the repairs, and that a letter to them has been mailed by the Road Commission's attorney.

Motion by Matuszak seconded by Kennard to approve the Road Commission change to its summer operating hours effective Monday, April 12, 2021; as recommended by the Superintendent/Manager. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Parsell seconded by Weber to deny the request from Mr. Dave Auerhamer for a ditch clean-out on Lewis Road, since the ditch is on private property outside of the road right-of-way. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Management and the Board further discussed the Covid-19 Pandemic, and the current Road Commission operating procedures. Director of Finance Michael Tuckey provided a report to the Board regarding the number of employees off work due to Covid-19 quarantine requirements.

Motion by Parsell seconded by Matuszak that the Board go into closed session at 8:20 A.M. for the purpose of discussing union negotiations. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

At 8:25 A.M. the Board returned to open session.

Acting County Highway Engineer Dankert provided to the Board an update regarding the Shays Lake Road Box Culvert legal issues.

Motion by Parsell seconded by Weber that the meeting be adjourned at 8:30 A.M. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Chairman

Secretary-Clerk of the Board



Alpena County Board of Commissioners
720 W. Chisholm Street, Suite #7
Alpena, MI 49707
Telephone: 989-354-9500
Fax: 989-354-9648
Web Address: www.alpenacounty.org
commissionersoffice@alpenacounty.org

RESOLUTION #21-09
County Revenue Sharing Fund

District #2
Chairman of the Board
Robert Adrian

WHEREAS, as the State of Michigan faced the great recession, they looked to find creative ways to save money in the State's general fund; and

District #7
Vice-Chairman
Marty Thomson

WHEREAS, in 2004, a deal between county governments and the State of Michigan, created a property tax collection shift which would provide for revenue sharing funds to the Counties while not relying on the State's general fund for that; and

District #1
Commissioner
Don Gilmet

WHEREAS, during this time, the proceeds from the property tax collection shift was put in a County Revenue Sharing Reserve Fund whereby a county could obtain funds from there; and

District #3
Commissioner
Dave Karschnick

WHEREAS, once a county exhausted their reserve fund, they re-entered the state revenue system where they should be receiving their full funding amount; and

District #4
Commissioner
Bill Peterson

WHEREAS, the Michigan Association of Counties has done extensive research into county revenue sharing and the impact the County Revenue Sharing Fund has had on county allocations and indicates that the State of Michigan has cumulatively shorted 60 counties of more than \$110 million between 2009 and 2014; and

District #5
Commissioner
Brenda Fournier

WHEREAS, Alpena County is one of those counties, experiencing a shortfall of \$494,016; and a cumulative shortfall of \$1,067,487 due to CPI increases being discounted after Alpena County's return to CRS; and

WHEREAS, it is time for those funds to be restored in full this year; and

District #6
Commissioner
Kevin Osbourne

WHEREAS, despite receiving federal funds through the state as part of the American Rescue Plan, the use of the federal funds is tied to COVID/pandemic related expenses; and

District #8
Commissioner
John Kozlowski

WHEREAS, while Alpena County has exhausted thousands of dollars related to the COVID-19 pandemic, we have budgeted services to provide to our citizens which are not related to COVID-19; and

Executive Manager
Tammy Sumerix-Bates

WHEREAS, services provided by the Alpena County Courts, Prosecutor, Sheriff/Jail, County Clerk, Treasurer, Register of Deeds, Drain Commissioner, Administration and Alpena County Regional Airport are all funded in part by County Revenue Sharing and would be impacted by a restriction of funds for COVID only; and

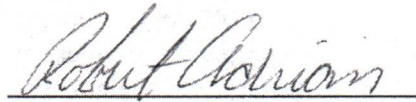
Board Assistant
Lynn Bunting

WHEREAS, a portion of the revenue sharing also goes to support operations of other functions that requires an investment of local county matching funds to accept federal or state funded programs.

Board Admin Assistant
Kim Elkie

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Alpena County Board of Commissioners calls upon state leaders to restore the County Revenue Sharing Fund and to provide a one-time payment of the cumulative shortfall.

Moved by Commissioner Gilmet and supported by Commissioner Thomson to adopt Resolution #21-09 as presented. Roll call vote was taken: AYES: Gilmet, Karschnick, Peterson, Osbourne, Thomson, Kozlowski and Adrian. NAYS: None. Excused: Commissioner Fournier. Motion carried.




Robert Adrian, Chairman
Alpena County Board of Commissioners
April 27, 2021

STATE OF MICHIGAN)
County of Alpena)



I the undersigned, being duly qualified and acting Clerk of Alpena County, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Alpena County Board of Commissioners at a regular meeting held on the 27th day of April 2021, and that notice of said meeting was given in accordance with the Open Meetings Act.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed the seal of said Court, at Alpena this 27th day of April 2021.


Bonnie Friedrichs, Alpena County Clerk

ALGER COUNTY BOARD OF COMMISSIONERS

Mary Ann Froberg, Clerk
101 COURT STREET, MUNISING, MI 49862

RESOLUTION #2021-03

IN SUPPORT OF LOCAL BUSINESSES

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death; and

WHEREAS, the Alger County Board of Commissioners recognizes that COVID-19 is having direct impacts on all County residents, impacts which include, but are not limited to, physical and mental health care difficulties, educational constraints, and financial strains; and

WHEREAS, the Alger County Board of Commissioners understands that many local businesses have suffered and continue to suffer economic harm due to COVID-19; and

WHEREAS, the Alger County Board of Commissioners furthermore recognizes that the local hospitality industry is being hit particularly hard with financial losses due to COVID-19; and

WHEREAS, the Alger County Board of Commissioners believes that the ability of County residents and visitors to patronize local restaurants, hotels, recreation venues, etc., contributes substantially to the overall well-being of the County; and

WHEREAS, the Alger County Board of Commissioners is aware of many options to support Alger County small businesses, such as ordering takeout food, making advance reservations, and purchasing gift cards.

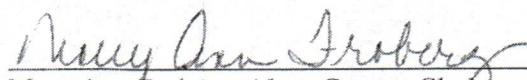
NOW THEREFORE, BE IT RESOLVED, that the Alger County Board of Commissioners encourages County residents to support local businesses at all times, but particularly during this global pandemic.

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to Governor Whitmer, both Speakers of the House of Representative and the Senate, along with the Michigan Association of Counties and all Counties within Michigan.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution adopted by the Alger County Board of Commissioners at the time, date, and place specified above pursuant to the required statutory procedures.

Respectfully submitted,


Mary Ann Froberg, Alger County Clerk

Dated: April 19, 2021

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the FINANCE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, in 2004, a deal between county governments and the State of Michigan created a property tax collection shift which would provide for revenue sharing funds to the Counties while not relying on the State's general fund; and

WHEREAS, the proceeds from the property tax shift were put in a County Revenue Sharing Reserve Fund whereby a county could obtain an annual revenue sharing payment; and

WHEREAS, in 2005 state revenue sharing payments were discontinued to counties, relieving the State Budget of \$183 million in annual state revenue sharing payments to counties, with the promise and agreement that once a county exhausted their County Revenue Sharing Reserve Fund, the state revenue sharing payments would be restored to that county at their full funding amount; and

WHEREAS, Huron County's Revenue Sharing Reserve Fund was exhausted in 2012; and

WHEREAS, the Michigan Association of Counties, through extensive research, has identified 60 Michigan counties that have received less than the statutorily required amount of state revenue sharing payments since County Revenue Sharing Reserve Funds were exhausted; and

WHEREAS, the Michigan Association of Counties has identified a \$350,177 cumulative shortfall in state revenue sharing payments to Huron County since 2012; and

WHEREAS, with the influx of American Rescue Plan funds to the State of Michigan, there are sufficient funds available to make counties whole with regard to State Revenue Sharing payment shortfalls; and


WHEREAS, unlike Huron County's allocation from the American Rescue Plan, the payment of the State Revenue Sharing shortfall will not be restricted to COVID-19 related expenses thereby making it eligible for critical infrastructure projects, pension fund or OPEB contributions and other expenditures; now


THEREFORE, BE IT RESOLVED, that the Huron County Board of Commissioners hereby urges the State of Michigan to fulfill its statutory obligations with regard to State Revenue Sharing payments for all 60 Michigan counties identified by the Michigan Association of Counties that received less than their statutorily required amounts; and

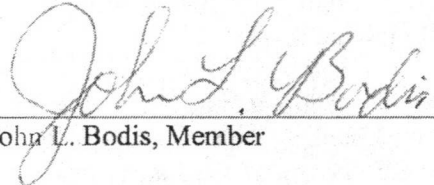
BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Governor of the State of Michigan, Senator Dan Lauwers, Representative Phil Green, and all affected Michigan Counties for their consideration and action.

Respectfully submitted,

FINANCE COMMITTEE


Mary E. Babcock, Chairman


Todd Talaski, Vice Chairman


John L. Bodis, Member

Dated: April 27, 2021

VOICE / ROLL CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN L. BODIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MICHAEL H. MEISSNER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOE MURPHY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD TALASKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MARY E. BABCOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE VAUGHAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

RESOLUTION: ADOPTED DEFEATED TABLED

County	Year Back	Full Funding per PA 356 of '04	Cumulative Shortfall	Cumulative Shortfall due to CPI Increases being dicounted after County's retrun to CRS
Tuscola	2008	\$1,097,391	\$900,164	\$2,226,361
Gratiot	2009	\$858,658	\$667,924	\$1,373,324
Houghton	2009	\$682,419	\$530,834	\$1,277,974
Ionia	2009	\$1,177,604	\$1,135,182	\$2,184,891
Montcalm	2009	\$1,242,506	\$966,510	\$1,985,781
Saginaw	2009	\$4,566,393	\$3,593,584	\$7,128,205
St. Joesph	2009	\$1,373,505	\$1,404,350	\$2,543,232
Alpena	2010	\$727,709	\$494,016	\$1,067,487
Bay	2010	\$2,583,966	\$1,754,164	\$3,815,206
Branch	2010	\$967,225	\$656,617	\$1,428,600
Calhoun	2010	\$2,996,863	\$2,034,468	\$4,424,203
Genesee	2010	\$9,882,633	\$6,708,976	\$14,625,200
Hillsdale	2010	\$938,712	\$1,227,594	\$1,049,469
Jackson	2010	\$3,372,803	\$2,289,678	\$2,886,114
Lapeer	2010	\$1,671,555	\$1,134,762	\$2,475,325
Sanilac	2010	\$916,181	\$806,909	\$1,330,496
Shiawassee	2010	\$1,441,355	\$978,486	\$2,111,210
Van Buren	2010	\$1,538,127	\$1,044,181	\$2,273,531
Wayne	2010	\$50,012,170	\$33,951,522	\$72,673,445
Alger	2011	\$191,722	\$130,153	\$252,997
Arenac	2011	\$336,518	\$146,892	\$467,395
Cass	2011	\$1,041,225	\$717,466	\$1,427,003
Clare	2011	\$645,334	\$314,745	\$917,803
Delta	2011	\$802,102	\$547,072	\$1,163,381
Gladwin	2011	\$509,301	\$350,168	\$698,347
Ingham	2011	\$6,088,744	\$4,133,437	\$8,165,477
Isabella	2011	\$1,243,488	\$844,161	\$1,697,773
Kalamazoo	2011	\$5,188,838	\$3,529,074	\$7,423,778
Kent	2011	\$12,048,525	\$8,173,376	\$17,073,729
Lenawee	2011	\$2,034,689	\$1,381,023	\$2,749,793
Luce	2011	\$128,332	\$89,349	\$86,273
Marquette	2011	\$1,275,675	\$958,867	\$1,959,710
Newaygo	2011	\$954,111	\$647,713	\$1,320,530
Oscela	2011	\$566,809	\$384,977	\$789,290
Ottawa	2011	\$4,688,171	\$3,182,637	\$6,878,327
Allegan	2012	\$2,249,250	\$991,041	\$2,304,036
Barry	2012	\$1,147,434	\$500,923	\$1,103,777
Berrien	2012	\$3,642,830	\$1,590,495	\$3,785,728
Chippewa	2012	\$717,778	\$314,745	\$703,186
Eaton	2012	\$2,216,196	\$967,474	\$2,263,460
Gogebic	2012	\$338,841	\$147,910	\$357,240

Huron	2012	\$801,286	\$350,177	\$734,923
Iosco	2012	\$531,378	\$368,227	\$565,611
Macomb	2012	\$16,432,531	\$14,116,664	\$16,698,290
Mecosta	2012	\$851,547	\$373,020	\$821,115
Menominee	2012	\$530,794	\$229,938	\$522,573
Missaukee	2012	\$283,698	\$123,858	\$287,661
Muskegon	2012	\$3,601,090	\$2,444,656	\$5,328,206
Ontonagon	2012	\$173,272	\$141,169	\$180,180
Schoolcraft	2012	\$184,693	\$80,633	\$176,026
Baraga	2013	\$187,463	\$37,829	\$83,701
Dickenson	2013	\$572,795	\$411,914	\$310,820
Iron	2013	\$270,641	\$243,011	\$136,331
Livingston	2013	\$3,109,165	\$2,316,267	\$1,667,611
Midland	2013	\$1,974,882	\$959,786	\$1,173,095
Monroe	2013	\$3,104,205	\$621,449	\$1,528,514
Oceana	2013	\$535,534	\$107,048	\$300,925
Roscommon	2013	\$507,564	\$101,527	\$765,051
St. Clair	2013	\$3,754,393	\$751,345	\$1,934,886
Washtenaw	2013	\$6,907,907	\$1,381,281	\$3,618,512
Wexford	2013	\$671,845	\$134,386	\$346,660
Clinton				
Clinton	2014	\$1,334,267	\$0	\$233,851
Manistee				
Manistee	2014	\$545,132	\$0	\$124,501
Benzie				
Benzie	2015	\$339,784	\$0	\$44,363
Cheboygan				
Cheboygan	2015	\$564,233	\$0	\$54,064
Crawford				
Crawford	2015	\$320,817	\$0	\$357,718
Grand Traverse				
Grand Traverse	2015	\$1,707,927	\$0	\$209,834
Lake				
Lake	2015	\$246,750	\$0	\$170,719
Montmorency				
Montmorency	2015	\$216,036	\$0	\$24,873
Oakland				
Oakland	2015	\$26,163,819	\$0	\$3,364,472
Ogemaw				
Ogemaw	2015	\$460,256	\$0	\$60,479
Oscoda				
Oscoda	2015	\$196,384	\$0	\$12,207
Otsego				
Otsego	2015	\$490,832	\$0	\$60,312
Presque Isle				
Presque Isle	2015	\$313,601	\$0	\$28,279
Kalkaska				
Kalkaska	2016	\$348,930	\$0	\$17,036
Mason				
Mason	2016	\$628,952	\$0	\$30,694
Alcona				
Alcona	2017	\$244,389	\$0	\$9,147
Charlevoix				
Charlevoix	2017	\$589,368	\$0	\$13,823
Antrim				
Antrim	2019	NA	\$0	NA
Keweenaw				
Keweenaw	2019	NA	\$0	NA
Mackinac				
Mackinac	2019	NA	\$0	N/A
Leelanau				
Leelanau	2021	NA	\$0	N/A
Emmet				
Emmet	2023	NA	\$0	NA
Total		\$215,968,889	\$117,617,804	\$234,466,150

**RESOLUTION IN SUPPORTING PASSAGE OF LEGISLATION TO ADOPT
4-YEAR TERMS FOR COUNTY COMMISSIONERS**

WHEREAS, the 1963 Michigan Constitution provides four-year terms for the county Board of Supervisors, the preceding body to today's Board of Commissioners; and

WHEREAS, the Legislature voted in 1966 to abolish Boards of Supervisors and formally replace them with Board of Commissioners after the 1968 election; and

WHEREAS, Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and

WHEREAS, the scope of duties of a county commissioner has greatly increased in the last century – road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply, park operation, economic development efforts, emergency management and response; and

WHEREAS, Michigan is one of only five states in the United States that provides for exclusively two-year terms for county commissioners; and

WHEREAS, all other county and township elected officials in Michigan are elected to terms of at least four years; and

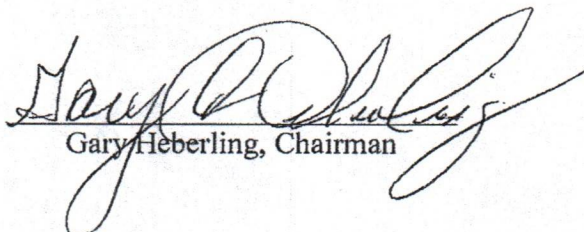
WHEREAS, the position of county commissioner is a highly complex oversight role that requires years to master; and

WHEREAS, legislation to amend state law to enact four-year terms has been filed in the form of Senate Bills 242 and 245; and

WHEREAS, the Michigan Association of Counties support the legislation as introduced;

THEREFORE, BE IT RESOLVED, the Sanilac County supports Senate Bills 242 and 245 to enact four-year terms for County Commissioners.

BE IT FURTHER RESOLVED, that this resolution be spread upon the proceedings of the Sanilac County Board of Commissioners this 4th day of May, 2021.


Gary Heberling, Chairman

RESOLUTION

NO: 2021-05-070

LIVINGSTON COUNTY

DATE: May 10, 2021

Resolution Authorizing the Issuance of FOIA Requests for documents supporting an extension of the MIOSHA COVID-19 Emergency Rules - Board of Commissioners

WHEREAS, on April 10, 2021 Governor Whitmer declared “the COVID-19 Emergency Rules shall remain effective until October 14, 2021”; and

WHEREAS, these MIOSHA COVID-19 Emergency Rules (henceforth referred to as “Rules”) impact all Michigan employers, including Livingston County; and

WHEREAS, the extension of the Rules are required to be based upon the Governor’s finding of a need for an extension based upon a Finding of Emergency; and

WHEREAS, the Governor’s certificate of need for extension is devoid of any factual basis and, rather, appears to be relying on assertions of Finding of Emergency in the original Rules, which includes an assertion that it was “based upon on the best available scientific evidence and public health guidance published by the U.S. Centers for Disease Control (CDC) and other public health authorities.” Further, the Finding of Emergency asserts, “There is currently no approved vaccine or proven effective antiviral treatment for COVID-19”; and

WHEREAS, clearly the Governor’s failing to provide a factual basis to extend the Rules (without following the procedures of the Administrative Procedures Act) and instead relying on outdated and wrong assertions that there is “currently no approved vaccine”, and the Governor’s apparent reliance on this blatantly incorrect information calls into question what other outdated or wrong information she is relying upon to support her Finding of Emergency.

THEREFORE BE IT RESOLVED, that the Livingston County Board of Commissioners authorizes the Livingston County Administrator to issue Freedom of Information Act (FOIA) requests to the Governor and the Department of Labor and Economic Opportunity to provide those records establishing what the Governor considers to be “the best available scientific evidence and public health guidance published by the U.S. Centers for Disease Control (CDC) and other public health authorities.”

BE IT FURTHER RESOLVED, that this FOIA request shall also ask for the records establishing what the Governor considers to be “the best available scientific evidence and public health guidance available regarding the spread of COVID-19 in the workplace,” which she relied upon when she asserted, “Based on the best available scientific evidence and public health guidance available regarding the spread of COVID-19 in the workplace, I find that these emergency rules are necessary to protect employees.”

BE IT FURTHER RESOLVED that upon approval by the Livingston County Board of Commissioners this resolution shall be distributed to the other eighty-two (82) Michigan Counties and Livingston County's three (3) State Legislators.

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MOVED: C. Reader
SECONDED: J. Gross
CARRIED: Roll Call Vote: Yes (9): C. Reader, W. Nakagiri, C. Griffith, K. Lawrence, D. Helzerman, J. Drick, M. Zajac, J. Gross, and B. Plank; No (0): None; Absent (0): None

STATE OF MICHIGAN)
) §
COUNTY OF LIVINGSTON)

I, **ELIZABETH HUNDLEY**, the duly qualified and acting Clerk of the County of Livingston, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 10th day of May 2021, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 11th day of May, 2021, A.D.



Elizabeth Hundley
ELIZABETH HUNDLEY, LIVINGSTON COUNTY CLERK