

Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, July 25, 2016 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance
Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

1. Health Department Potential New Hire Changes/Bonding for Retirement (See A)
2. Review of County Finances at Mid-Point of the Year (See B)
3. CGI Video Production (See C)
4. Personal Property Tax Update (See D)
5. Telephone System Lease/Purchase Payment Terms (See E)
6. Update Regarding Alternative Funding for Tuscola EDC

On-Going Finance

1. Jail Planning Committee
2. Road Commission Legacy Cost
3. Dispute Concerning Wind Turbine Assessing/Taxation
4. Adult Probation Telephones
5. Child Care Fund Delayed State Payments
6. 4-H and Courts
7. Financial Impact 17 Year Olds as Juvenile Change
8. County Health Insurance Renewal and Legally Required Proposals

Personnel
Committee Leader-Commissioner Trisch

Primary Personnel

1. Equalization Department Director Replacement & Other Staffing Changes (See F)

On-Going Personnel

Building and Grounds
Committee Leader-Young

Primary Building and Grounds

1. Jail Plumbing/Window Update
2. Signage for County Buildings
3. Courthouse Security Enhancement (See G)
4. Fragmities Grant Update

5. Vanderbilt Park Resident Donation

On-Going Building and Grounds

1. Vanderbilt Park Grant Application – Signage Update –Tree Trimming
2. Courthouse Stain Glass Window

Other Business as Necessary

1. September MAC Conference

Public Comment Period

A

LAW OFFICES OF
AXE & ECKLUND, P.C.
SUITE 355
21 KERCHEVAL AVENUE
GROSSE POINTE FARMS, MICHIGAN 48236
TELEPHONE: (313) 864-9811, TELECOPIER (313) 864-0626
July 8, 2016
EMAIL: email@axelaw.com

VIA EMAIL

Michael R. Hoagland
Controller Administrator
Tuscola County
125 W. Lincoln
Caro, MI. 48723

**RE: Possible Tuscola County Pension Obligation Bond Issue
for the Tuscola County Health Department**

Dear Michael,

Pursuant to our conversations with you, Debra Cook and Gretchen Tenbusch in order to begin the captioned project we have prepared and are enclosing the following documents:

1. Engagement Letters describing our services and MFCCI's services in connection with the captioned project;
2. A Notice of Intent Resolution which has a not to exceed borrowing amount of \$4,000,000 which is quite conservative so we will not have to republish later;
3. A Preliminary Timetable for the Project.

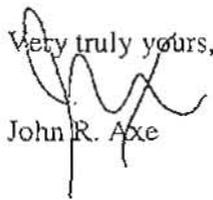
I will plan to attend the meeting of the Committee of the Whole on July 25, 2016 at 8:00 a.m. in order to discuss this project (which was proposed, as you know, while we were working on the 2016 Pension Obligation Bonds).

One reason for moving as quickly as possible, is that the current interest rates are even lower than the rates we received when we sold the County's Pension Obligation Bonds earlier this year.

We will not be able to show the actual savings projections until we get information from MERS which we believe Gretchen is in the process of requesting.

If you have any questions, please feel free to call me,

Very truly yours,


John R. Axe

cc: Debra Cook
Gretchen Tenbusch

Las.1-tus54

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July 8, 2016

Michael R. Hoagland
Controller Administrator
Tuscola County
125 W. Lincoln
Caro, MI. 48723

RE: Not to exceed \$4,000,000 County of Tuscola Pension Obligation Bonds, Series 2016

Dear Michael:

This letter serves to record the terms of our engagement to represent the County of Tuscola and the Tuscola County Health Department, as clients, with regard to the captioned matter. We agree that the scope of our services in connection with the captioned the matter is as follows:

Preparation of the necessary resolutions to be considered and adopted by the Tuscola County Board of Commissioners which will lead up to the issuance by the County of the captioned bond issue. This work will include preparing all necessary contracts, notices to be inserted in *The Tuscola County Advertiser* and all other necessary resolutions and closing documents and will include our unqualified legal opinion as bond counsel to the County in connection with sale and delivery of the captioned bonds. The bonds will be sold at a competitive sale most likely in March of 2017. Our fees in this matter are based on a fee schedule attached hereto as Appendix 1.

Our fees will also include our attendance at meetings of the Board of Commissioners whenever it is necessary to approve any resolution.

John Axe will be the principal attorney contact in this matter. We will bill on a transactional basis, through closing, anticipating that the closing will occur within about 210 days. If closing does not occur, we will bill on an hourly basis based upon discussions with the County. We will transmit our billing to either you or the County Treasurer depending upon what instructions we receive from you.

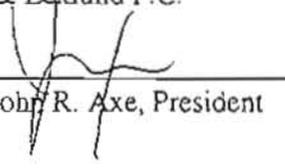
This letter is supplemented by our Standard Terms of Engagement for Legal Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. If you agree that this letter provides an acceptable terms for our engagement in this matter, please sign and return a copy to me.

AXE & ECKLUND, P.C.

We look forward to working with you.

Sincerely,

Axe & Ecklund P.C.

By: 
John R. Axe, President

Enclosures

County of Tuscola accepts, and agrees to be bound by, the foregoing.

County of Tuscola

Michael R. Hoagland,
Tuscola County Controller-Administrator

cc: Clayette Zechmeister

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STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement provides the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) be candid and truthful with the firm and the court or other tribunal; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for legal services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; (C) pursue or insist upon a course of action which the firm believes to be illegal, fraudulent, offensive or unwise. The firm may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

OBLIGATIONS OF A LAWYER

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws apply to our representation of you, and we welcome your inquiry about them.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the County of Tuscola and the Tuscola County Health Department unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the firm is served by a principal attorney contact. The principal contact should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm.

RETAINER AND TRUST DEPOSITS

Clients of the firm are sometimes asked to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

EXPENSES

We frequently incur and/or pay on behalf of our clients a variety of expenses arising in connection with legal services. These expenses include charges made by courts, other government agencies and service vendors. You authorize us to incur such charges on your behalf, and agree to reimburse the firm to the extent we pay these charges on your behalf. You also authorize us to incur on your behalf expenses incidental to the representation, including but not limited to deposition and transcript costs; witness fees; travel expenses; charges of outside experts and legal counsel fees. You agree that you will be solely responsible for such expenses and that the firm will not be responsible for such expenses. We will usually advance expenses up to \$500, and require that our clients directly pay, or deposit with us funds to pay, expenses exceeding \$500.

The firm does charge for costs of copying, telephone, third party charges for services, mailing, and the like.

FILING AND OTHER MATERIALS

Files generated in the matter will be retained by the firm as required by law, and thereafter may be retained or destroyed, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm administrative records,

time and expense reports, personnel and staffing materials, accounting records, and internal lawyers work product, *e.g.*, drafts, notes, internal memoranda, legal research and factual research). Matter files to which you are given access may be reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter. After our engagement in this matter ends, upon your request and at your expense we will return any property you have entrusted to us, unless there is a balance on your account. If there is a balance on your account, the firm will assert a retaining lien on such property to the extent allowed by law. If you have not requested return of such property within reasonable time after our engagement in the matter ends, we may retain or destroy such property at our discretion.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with and orderly transition of the matter.

The Rules of Professional Conduct list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: persistence in a course of conduct which we reasonably believe to be criminal or fraudulent, insistence upon pursuing and objective which we consider to be repugnant or imprudent, failure of a substantial nature to fulfill an obligation after reasonable warning that it will result in our withdrawal, or other good cause.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Our invoices will report the work done by attorneys and other professionals on the matter, and describe the work performed. Unless otherwise provided in our engagement letter, we will provide you with a bill upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. And you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

APPENDIX I
SCHEDULE OF BOND COUNSEL FEES*
FOR ISSUANCE OF PENSION OBLIGATION BONDS

<u>FACE AMOUNT OF BONDS</u>	<u>FEE</u>
\$1,000,000 or more but less than \$3,000,000	\$12,500 <u>plus</u> 1/4 of 1% (.0025) of the amount in excess of \$1,000,000
\$3,000,000 or more	\$17,500 <u>plus</u> 1/5 of 1% (.002) of the amount in excess of \$3,000,000

*On refunding bond issues there will be an additional charge between \$2,500 and \$5,000 depending on the complexity of the issue.

The services to be performed for such fee consist of preparing and/or examining all proceedings prior to action being taken thereon by the administrative or governing body involved; preparation of contracts and authorizing resolutions for the issuer and such municipalities as are agreeing to pay the capital cost of the project or are consenting or are contracting and consenting to service for individual users within their boundaries; conferring with and advising finance officers and consultants with respect to the proceedings and procedures required to finance the project; conferring with financial consultants with respect to the details of proposed bonds in connection with the public or private sale thereof; preparation of all closing papers and transcripts of proceedings; if necessary, conferring with the Municipal Finance Division, Michigan Department of Treasury, with respect to the legal details of a proposed bond issue and the approval thereof; attendance at such meetings, conferences, public hearings and closings as may be required; and issuing Bond Counsel's final approving opinion to the purchaser of the bonds.

Extraordinary Services. Such fees do not include extraordinary services such as the handling of litigation which may arise with respect to the project, services in connection with property acquisition and condemnation, preparation of special assessment rolls and proceedings, advising in connection with construction contracts and construction bids, advising in connection with the preparation or examination of applications for state or federal grants or loans, participation in the

preparation, negotiation or adoption of operating agreements or agreements with respect to water supply or sewage disposal services with public corporations not involved in financing of the project, advising in connection with the adoption of connection and rate ordinances (by the local municipalities) and other services which are agreed in advance to be of an extraordinary nature. Such work shall be performed at the established hourly rate(s) of the involved lawyer(s) for such actual time as is expended performing the work.

Attending Local Sale. An additional fee will be charged for an attorney to attend the sale at any location other than the offices of the Municipal Advisory Council of Michigan in Detroit. The amount of the additional fee will be based upon the established hourly rate of the attorney involved and the actual time (including travel time) required to attend.

Post-Delivery Tax-Related Requirements. The foregoing Bond Counsel fees do not include assisting the issuer with compliance with the issuer's post-delivery federal income tax-related covenants, such as rebate or redemption requirements, other than preparation and filing of Form 8038-G (or 8038-GC). Bond Counsel may be separately engaged to perform such services at a fee based upon the established hourly rate(s) of the involved lawyer(s) for such actual time as is expended in performing the services.

Expenses and Disbursements. In addition to the applicable fees, the issuer will be billed for expenses incurred and disbursements made on its behalf. Expenses and disbursements generally will be billed after delivery of the issue, but may be billed on a monthly basis as they are incurred or made with a final billing after delivery.

July 8, 2016

Michael R. Hoagland
Controller Administrator
Tuscola County
125 W. Lincoln
Caro, MI. 48723

RE: Not to exceed \$4,000,000 County of Tuscola Pension Obligation Bonds, Series 2016

Dear Michael:

This letter serves to record the terms of our engagement to represent the County of Tuscola, and the Tuscola County Health Department as clients, with regard to the captioned matter. We agree that the scope of our services in the matter is as follows:

Preparation of the estimated debt service and savings schedules for the bonds as well as the comprehensive financial plan to be filed with the Michigan Department of Treasury.. Preparation of the bond specifications for the bond resolution as well as preparation of the nearly final and final official statements including the necessary County debt statements and general and economic information. Coordination with and submission of information to the rating agency for a rating on the bonds. Preparation of final debt service schedule and closing statement on the bonds. The bonds will be sold a competitive sale most likely in March of 2017.

Our fees in this matter are based on a fee schedule attached hereto as Appendix 1. John Axe and Meredith Shanle will be the principal financial consultant contacts in this matter. We will bill on a transactional basis, through closing, anticipating that the closing will occur within about 210 days. If closing does not occur, we will bill on an hourly basis based upon discussions with the County. We will transmit our billing to either you or the County Treasurer depending upon what instructions we receive from you.

This letter is supplemented by our Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. If you agree that this letter provides an acceptable terms for our engagement in this matter, please sign and return a copy to me.

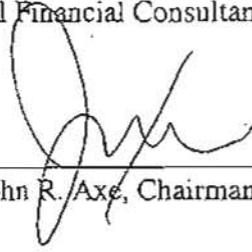


We look forward to working with you.

Sincerely,

Municipal Financial Consultants Incorporated

By:



John R. Axe, Chairman

Enclosures

County of Tuscola accepts, and agrees to be bound by, the foregoing.

County of Tuscola

Michael R. Hoagland,
Tuscola County Controller-Administrator

cc: Clayette Zechmeister

Las.1-tus-mfci2016



STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of our engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm's obligation to the profession or the Securities and Exchange Commission (the "SEC"); (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) be candid and truthful with the firm and the SEC; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction with anything but courtesy and consideration; (B) demand any assistance which violates the federal or state laws.

OBLIGATIONS OF A FINANCIAL CONSULTANT

All financial consultants are required to observe and uphold the law, including applicable court rules; and are governed by the SEC. All of these roles apply to our representation of you, and we welcome your inquiry about them.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of County of Tuscola and the Tuscola County Health Department unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK

You should have a clear understanding of the financial consulting services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.



Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

WHO WILL PROVIDE THE FINANCIAL CONSULTING SERVICES

Customarily, each client of the firm is served by a principal financial consultant contact. The principal contact should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of consultant at any time. Subject to the supervisory role of the principal financial consultant, your work or parts of it may be performed by other financial consultants in the firm.

EXPENSES

We frequently incur and/or pay on behalf of our clients a variety of expenses arising in connection with financial consulting services. These expenses include charges made by courts, other government agencies and service vendors. You authorize us to incur such charges on your behalf, and agree to reimburse the firm to the extent we pay these charged on your behalf. You also authorize us to incur on your behalf expenses incidental to the representation, including but not limited to deposition and transcript costs; witness fees; travel expenses; charges of outside experts and consultants fees. You agree that you will be solely responsible for such expenses and that the firm will not be responsible for such expenses. We will usually advance expenses up to \$500, and require that our clients directly pay, or deposit with us funds to pay, expenses exceeding \$500.

The firm does charge for costs of copying, telephone, third party charges for services, mailing, and the like

FILING AND OTHER MATERIALS

Files generated in the matter will be retained by the firm as required by law, and thereafter may be retained or destroyed, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal financial consultants work product, *e.g.*, drafts, notes, internal memoranda, financial research and factual research). Matter files to which you are given access may be reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter. After our engagement in this matter ends, upon your request and at your expense we will return any property you have entrusted to us, unless there is a balance on your account. If there is a balance on your account, the firm will assert a retaining lien on such property to the extent allowed by law. If you have not requested return of such property within reasonable time after our engagement in the matter ends, we may retain or destroy such property at our discretion.



TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of financial consulting services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with and orderly transition of the matter.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Our invoices will report the work done by financial consultants and other professionals on the matter, and describe the work performed. Unless otherwise provided in our engagement letter, we will provide you with a bill upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. And you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.



APPENDIX I

SCHEDULE OF FINANCIAL CONSULTING FEES*
FOR ISSUANCE OF PENSION OBLIGATION BONDS

<u>FACE AMOUNT OF BONDS</u>	<u>FEE</u>
Less than \$2,000,000	\$7,400 (for any issue of \$300,000 or less) plus \$4.00 per \$1,000 for the amount in excess of \$300,000
\$2,000,000 or more but less than \$3,000,000	\$14,200 plus \$2.00 per \$1,000 for the amount in excess of \$2,000,000
\$3,000,000 or more but less than \$5,000,000	\$16,200 plus \$1.50 per \$1,000 for the amount in excess of \$3,000,000
\$5,000,000 or more but less than \$10,000,000	\$19,200 plus \$1.25 per \$1,000 for the amount in excess of \$5,000,000
\$10,000,000 or more	\$23,450 plus \$0.75 per \$1,000 for the amount in excess of \$10,000,000

*On refunding bond issues there will be an additional charge between \$2,500 and \$5,000 depending on the complexity of the issue.

Expenses and Disbursements. In addition to the applicable fee, expenses incurred and disbursements made will be billed as separate amounts. Expenses and disbursements generally will be billed with a final billing after delivery of the issue or can be billed on a monthly basis as they are incurred.

Feasibility Studies: Feasibility studies will be billed separately on a per hour basis.

COUNTY OF TUSCOLA

At a _____ meeting of the Board of Commissioners of the County of Tuscola, Michigan, held on the ___ day of _____, 2016, at __:__.m., Eastern Daylight Savings Time, in the _____ Building in Caro, Michigan there were:

PRESENT: _____

ABSENT: _____

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

**RESOLUTION AUTHORIZING THE INSERTION
OF NOTICE OF INTENT OF THE COUNTY OF TUSCOLA
TO ISSUE PENSION OBLIGATION BONDS, SERIES 2017
(FEDERALLY TAXABLE - GENERAL OBLIGATION LIMITED TAX)**

WHEREAS, the Board of Commissioners (the "Board") of the County of Tuscola, Michigan (the "County"), wishes to issue bonds for the purpose of providing funds for the County's unfunded pension benefits for public employee retirees of the Tuscola County Health Department as described in EXHIBIT A attached hereto (the "Project"), pursuant to the terms of Section 518 of Act No. 34, Public Acts of Michigan, 2001 as amended ("Act 34"); and

WHEREAS, in order to authorize the issuance of the not to exceed \$4,000,000 County of Tuscola Pension Obligation Bonds, Series 2017 (Federally Taxable - General Obligation Limited Tax) (the "Bonds"), it is necessary to insert a Notice of Intent of the County of Tuscola to Issue Pension Obligation Bonds pursuant to Act 34 in the *Tuscola County Advertiser*, Caro, Michigan; and

WHEREAS, there has been prepared and attached hereto as APPENDIX I a form of notice entitled "NOTICE OF INTENT OF THE COUNTY OF TUSCOLA TO ISSUE PENSION OBLIGATION BONDS AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intent"); and

WHEREAS, the County Clerk shall be authorized to insert the attached form of Notice of Intent in the *Tuscola County Advertiser*, Caro, Michigan.

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

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

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

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

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

5. Retention of Financial Consultants. Municipal Financial Consultants Incorporated, Grosse Pointe Farms, Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Bonds.

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

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

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

EXHIBIT A

Project Description

The Project consists of a plan to fully fund what are currently partly un-funded pension obligations paid by the County on behalf of Tuscola County Health Department employees who retire from County service and who have the adequate vesting and service benefit level requirements. The current unfunded actuarial accrued liability is \$2,389,307 as of December 31, 2015. The County will issue the bonds pursuant to Public Act No. 329 of the Public Acts of Michigan of 2012, which amends Public Act No. 34 of the Public Acts of Michigan of 2001 and enables the County to issue general obligation limited tax bonds for this purpose.

Cost Estimates

Borrowed Funds to Finance the Project & Financing Costs (Including Bond Discount, and Contingency)	Not to exceed \$4,000,000
Maximum amount of Bonds to be issued:	\$4,000,000
Maximum term of bond issue:	30 years

Las.r1-tus54

APPENDIX I
NOTICE OF INTENT OF THE COUNTY OF TUSCOLA
TO ISSUE NOT TO EXCEED \$4,000,000 IN
PENSION OBLIGATION BONDS AND
NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF
THE COUNTY OF TUSCOLA:

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Tuscola, Michigan (the "County"), will authorize the issuance of not to exceed \$4,000,000 in Pension Obligation Bonds to provide funds to fully pre-fund what are currently partly un-funded pension obligations which are unfunded actuarial accrued liabilities (UAAL) of the County which must be paid annually on behalf of the Tuscola County Health Department employees as described in Exhibit A below (the "Project"). The Bond Resolution will provide further that the issuance of the one or more series of Pension Obligation Bonds (the "Bonds") will allow the County to fund one hundred percent (100%) of the total cost of the Project pursuant to the provisions of Section 518 of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"). The maximum amount of Bonds to be issued in one or more series shall not exceed \$4,000,000, the term of the Bonds shall not exceed 30 years and the Bonds shall bear interest at a rate or rates that will result in a maximum net interest rate of not more than 6% per annum. The maximum Project cost is estimated at not to exceed \$4,000,000.

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

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

RIGHT TO PETITION FOR REFERENDUM

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

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

EXHIBIT A

Project Description

The Project consists of a plan to fully fund what are currently partly un-funded pension obligations paid by the County on behalf of Tuscola County Health Department employees who retire from County service and who have the adequate vesting and service benefit level requirements. The current unfunded actuarial accrued liability is \$2,389,307 as of December 31, 2015. The County will issue the bonds pursuant to Public Act No. 329 of the Public Acts of Michigan of 2012, which amends Public Act No. 34 of the Public Acts of Michigan of 2001 and enables the County to issue general obligation limited tax bonds for this purpose.

Cost Estimates

Borrowed Funds to Finance the Project & Financing Costs (Including Bond Discount, and Contingency)	Not to exceed \$4,000,000
Maximum amount of Bonds to be issued:	\$4,000,000
Maximum term of bond issue:	30 years

JODI FETTING
COUNTY CLERK

DATED: [Date of Publication]



NOT TO EXCEED \$4,000,000
COUNTY OF TUSCOLA
PENSION OBLIGATION BONDS, SERIES 2016
(Tuscola County Health Department)
(General Obligation - Federally Taxable)

PRELIMINARY TIMETABLE

<u>STEPS</u>	<u>ACTION</u>	<u>DATE</u>
1	Committee of the Whole of the Board of Commissioners Discusses the Possibility of Bonding for the County's Pension Obligations	July 25, 2016
2	Full Board of Commissioners Discusses the Possibility of Bonding for the County's Pension Obligations	July 28, 2016
3	Full Board of Commissioners Approves Notice of Intent Resolution	July 28, 2016
4	Notice of Intent Published in Tuscola Advertiser	August 3, 2016
5	Referendum period Expires (45 days After Publication)	September 19, 2016
6	County Health Department Receives Schedules from MERS Showing Amortization of the Pension Obligation	_____, 2016
7	MFCI and Axe & Ecklund Finalize Amount Necessary for Bonding and Prepare and Forward to the County the Bond Resolution, Continuing Disclosure Resolution and Schedules Showing Estimated Savings	_____, 2016
8	Full Board of Commissioners Approves Bond Resolution and Continuing Disclosure Resolution	_____, 2016



<u>STEPS</u>	<u>ACTION</u>	<u>DATE</u>
9	MFCI and Axe & Ecklund Prepare Tuscola County Plan	_____, 2016
10	Tuscola County Plan is completed for Submission to the Department of Treasury for Approval to Issue the Bonds	_____, 2016
11	Apply to Department of Treasury for Approval to Issue the Bonds	_____, 2016
12	Meet with Department of Treasury in Lansing to Discuss County's Plan	_____
13	Conference Call with Rating Agency to Discuss the Pension Bonds	_____
14	Receive Rating on the Bonds	_____
15	Receive Approval to Issue Bonds from Department of Treasury	_____
16	Circulate Official Statement and Publish Notice of Sale for the Bonds	_____
17	Hold Bond Sale	_____
18	Deliver Bonds	_____

las.tt-tus54



mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Thursday, July 21, 2016 12:42 PM
To: Clayette Zechmeister (Clayette Zechmeister); ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Thomas Young'
Subject: 2016 Six Month Financial Review
Attachments: Financial Assessment.ppt; 2016 6- month revenue .xls; 2016 GF Expenditure Budget.xls

Commissioners

Attached is a review of the county financial position at the six month point of the 2016 fiscal year. I will present this information at the Committee of the Whole meeting on July 25, 2016.

Finances for 2016 are progressing favorably. Actual revenues are trending close to budget while expenditures are trending below budget. As occurred in 2015, prisoner medical costs are not only tracking well below 2016 budget but also average year amounts. The ability to have a second consecutive year with a strong transfer to the capital improvement fund is likely. We have been having success in 2015 and 2016 at rebuilding this important fund. Several important actions have been taken to help produce this current positive financial situation. Some of these actions include passage of veteran and MSU-e millages, major changes in the retirement system to reduce costs and success in re-establishing full state revenue sharing payments.

The 2016 budget will receive \$1,013,000 in wind turbine revenue and the nine special purpose millage will receive about \$970,000. Three years ago nothing was received. It is critical to note the amount of wind turbine revenue received in 2016 is approximately \$243,000 less than 2015. The Ellington/Almer Township NextEra Phase III project still is in limbo. Wind turbine revenue remains in dispute with an estimated \$729,000 escrowed just in the general fund and other escrowed monies also in special millage funds. These funds are escrowed pending the outcome of wind company assessment/tax appeals.

Some of the major variables that can impact the 2016 and future financial situation include: prisoner medical costs, child care costs, federal state mandates without the funding, unanticipated major capital improvement costs, staffing increases and non-reimbursement of personal property taxes by the state.

Mike

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

2016 Mid-Year Financial Review



Mid-Year Financial Review Objectives

- Project year-end 2016 actual revenues and expenditures
- Compare year-end 2016 projected actual to budget
- Compare year-end 2016 projected actual to 2015 actual
- Note significant variances

2016 GF Projected Year-End Overview

- At the 6-month point of fiscal year 2016 is progressing favorably
 - Revenues projected to exceed expenditures
 - \$12,923,000 projected revenue (excludes use of fund balance which was set at \$337,000)
 - 12,347,000 projected expenditures (excluding GF budgeted transfer to capital improvement (CI))
 - \$575,000 revenue over expenditure - estimated transfer amount from the GF to the CI fund
 - For comparison 2015 GF transfer to CI was \$649,000

Why are 2016 Finances Positive at Mid-Year

- Overall revenues are meeting budget expectations
- Overall expenditures are trending below budget expectations
- Budgeted use of GF fund balance not anticipated to be required
- Cost relief of approximately \$220,000 from passage of veterans and MSU-e special purpose millages
- Increased personnel cost charged to Tax Foreclosure Fund
- Changes made to reduce retirement system cost increases
- Full state revenue sharing paid
- Beginning 10/1/16 – increase in Register of Deeds fees
- GF balance meets or exceeds auditor recommended minimums
- Continued commitment to “operate within financial means”

**General Fund Revenue Expenditure Comparison
2015 Actual to 2016 Projected**

Year	Revenues	Expenditures	Revenues over (under) Expenditures in Dollars	Revenues over (under) Expenditures in Percent
2015 Actual	\$13,122,797	\$12,936,037	\$186,760	1.4%
2016 Projected	\$12,923,000	\$12,923,000	\$0	0.0%
Dollar Change	(\$199,797)	(\$13,037)	-	-
Percent Change	-1.5%	-0.1%	-	-

General Fund

**2015 Actual and Projected Revenues/Expenditures
and Capital improvement Transfer**

Category	2015 Actual	2016 Projected
Revenues	\$13,122,797	\$12,923,000
Expenditures (Excludes Transfer for Capital Improvements)	\$12,286,589	\$12,347,648
Capital Improvement Transfers	\$649,448	\$575,352
Total Expenditures and Capital Improvement Transfers	\$12,936,037	\$12,923,000

General Fund Revenue Increases 2015 Actual to 2016 Projected

Revenue Source	2015 Actual	2016 Projected	Dollar Increase
Non-Wind Property Tax	\$5,638,310	\$5,745,000	\$106,690
Tax Foreclosure Transfer	\$20,000	\$87,886	\$67,886
Building Codes	\$252,391	\$300,000	\$47,609
Data Corruption - Insurance Pay	\$0	\$42,000	\$42,000
Mosquito Control Indirect Costs	\$71,334	\$98,241	\$26,907
FOC Indirect Costs	\$77,931	\$98,976	\$21,045

General Fund Revenue Decreases 2015 Actual to 2016 Projected

Revenue Source	2015 Actual	2016 Projected	Dollar Decrease
Wind Property Tax	\$1,247,050	\$1,013,000	(\$234,050)
Dog Licenses	\$173,501	\$100,000	(\$73,501)
Felon Diverted Program	\$152,335	\$95,000	(\$57,335)
Civil Fees District Ct.	\$152,528	\$115,000	(\$37,528)
Housing Other County Prisoners	\$33,310	\$0	(\$33,310)
District Court Probation Fees	\$198,953	\$180,000	(\$18,953)

General Fund Expenditure Increases 2015 Actual to 2016 Projected

Expenditure Category	2015 Actual	2016 Projected	Dollar Increase
Wind Revenue Escrow	\$237,000	\$342,000	\$105,000
Building Codes	\$252,390	\$300,000	\$47,610
Elections	\$57,178	\$90,000	\$32,822
Unified Court	\$2,279,518	\$2,305,000	\$25,482
Insurance and Bonds	\$82,011	\$100,000	\$17,989

General Fund Expenditure Decreases 2015 Actual to 2016 Projected

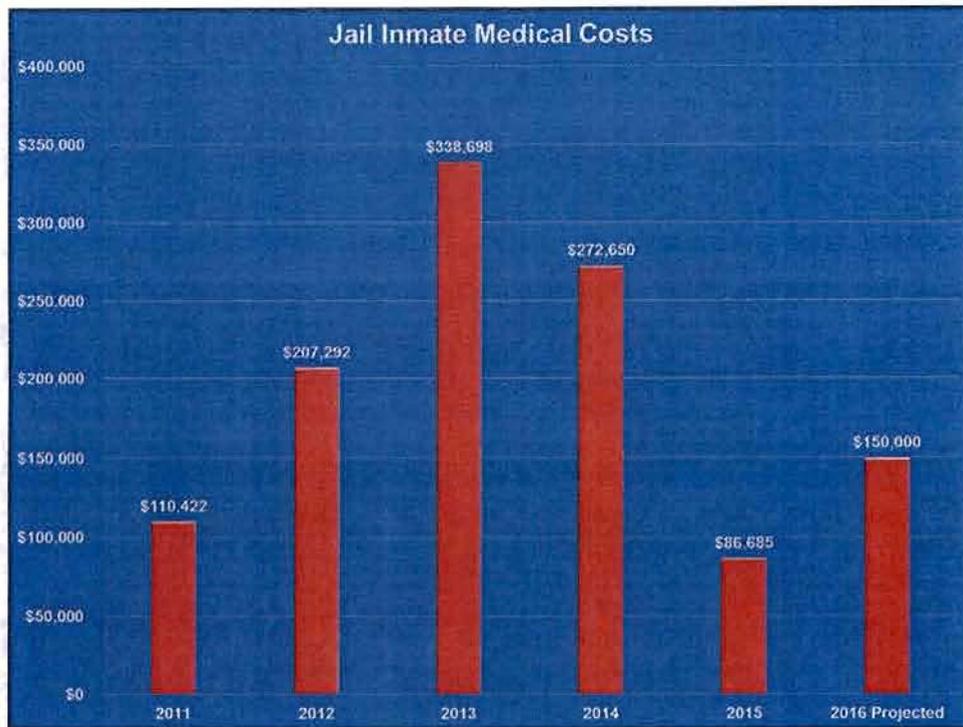
Expenditure Category	2015 Actual	2016 Projected	Dollar Decrease
MSU-e/4-H	\$140,153	\$25,000	(\$115,153)
Equipment Fund	\$278,000	\$183,300	(\$94,700)
Veterans	\$81,900	\$0	(\$81,900)
Capital Improvement	\$649,448	\$575,353	(\$74,095)
Child Care Human Services	\$300,000	\$250,000	(\$50,000)
Jail	\$2,161,471	\$2,121,000	(\$40,471)
Friend of the Court	\$282,970	\$250,000	(\$32,970)
Drain-at-Large	\$426,952	\$405,426	(\$21,526)

Wind Turbine Revenue Significance and Escrowed Funds

- \$1,013,000 to GF in 2016 (8% of total GF revenue) and about \$970,000 to nine special millage funds
- GF received **\$243,000 less** in 2016 than 2015 – no additional wind turbines in 2016
- Unknown if Almer/Ellington wind project will proceed
- Balancing the budget would be extremely difficult without wind revenue – reality is amount received declines with time
- Four year dispute with wind companies over assessing - taxation continues
- Escrowed GF wind revenue for 2016 \$342,000 - by the end of 2016 GF total escrowed \$729,000
- Special millage wind revenue funds also escrowed

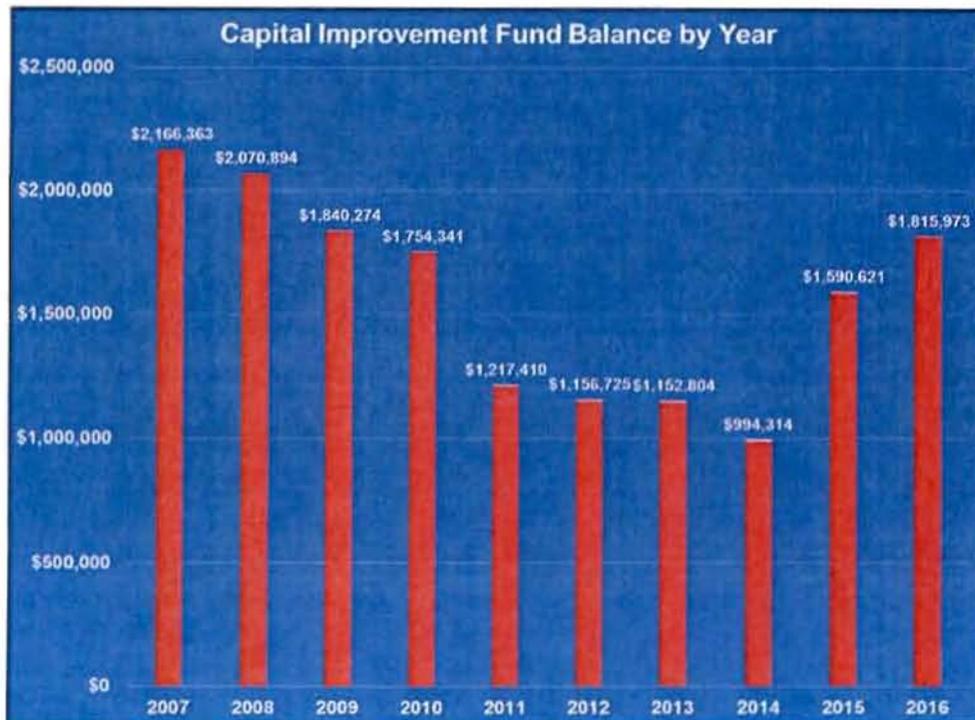
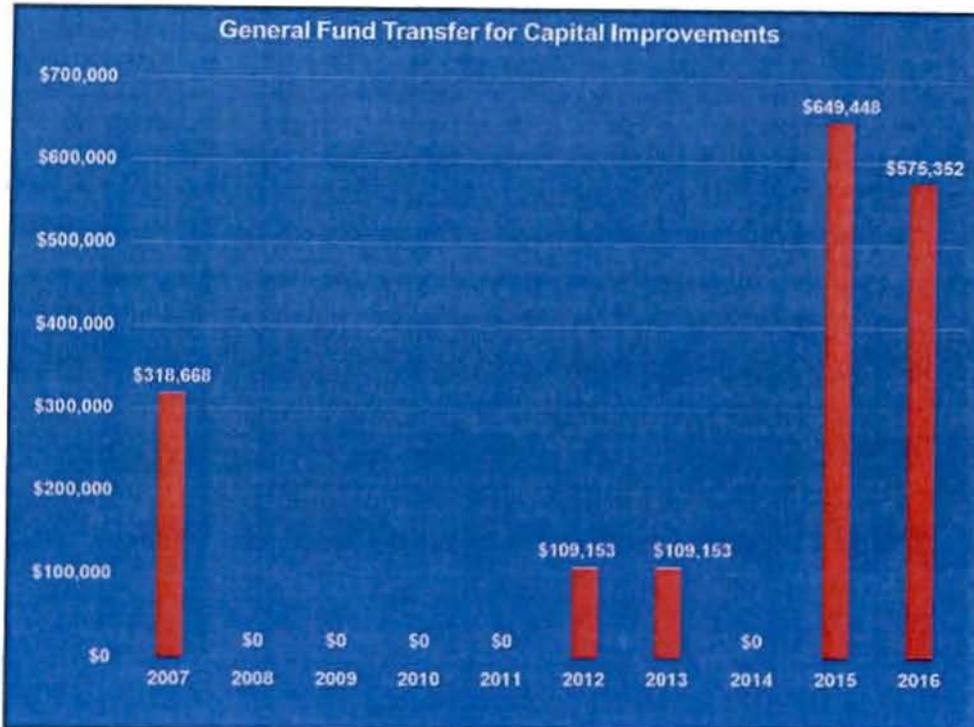
Which GF Expenditures are Trending Below Budget?

- With few exceptions GF cost centers are tracking below budget
- Current projections are actual expenditure at approximately 3.7% or \$480,000 below budget (excludes CI transfers)
- Significant cost centers with actual expenditures expected to be below budget include:
 - Jail: prisoner medical and part-time and overtime costs (also occurred in 2015)
 - Unified Court: jury trial costs are down and several other line items accounts
 - Prosecutor: delay in refilling vacant positions
 - Buildings and Grounds: reduced part-time costs, moderating utility costs, reduced telephone costs



Other County Funds

- ✓ Millage special revenue funds (9) adequate balances and are all tracking at or better than budget expectations
- ✓ Increase demand for senior services has put pressure on this fund – no ability to increase expenses
- ✓ Funds with cash flow issues (progress is being made) include: Child Care, DWI grant and Victim Services



Major Variables that can Impact 2016 Year-End Projections

- Prisoner medical costs
- Probate Juvenile and DHHS child care costs
- Unfavorable resolution of wind revenue dispute
- Unanticipated reduction in major revenue sources
- New federal/state mandate without funding (discontinue treating 17 year olds as adults in judicial system?)
- Unanticipated major capital improvement cost
- Addition of staff
- No state reimbursement for personal property taxes

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Tuesday, July 19, 2016 12:04 PM
To: ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Thomas Young'
Cc: 'Eean Lee'; Steve Erickson; Sherry Vicky; Mike Miller (Mike Miller)
Subject: CGI Video
Attachments: TuscolaCounty2016MI.docx

Commissioners

Attached is the draft script for the County CGI Video production. The first column is the script language. There are two or three chapters that are still under development with assistance from Steve and Vicky. The middle column is my suggested changes at this point in time. The last column is tentative video locations to match the verbiage in the script. The first round of videos will be made on August 3, 2016. I will take the Video producers to the various locations. This can be a valuable video for the county we need to work to assure a good product. Any input by July 25, 2016 is appreciated.

Mike

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org



Online Community Videos
Tuscola County 2016, MI
6 videos

Script:

Storyboard
Visuals: *Videographer – Please stress continuity, white balancing and get all shots below

Locations: (please make bold if accurate)

Chapter 1: Welcome

(On camera intro with Board Chair - Thomas **Bardwell**)
“Hi - I’m Thomas Bardwell, Board Chair for Tuscola County, Michigan. It is my sincere pleasure to welcome you on this virtual tour of our unique community.

Located in the thumb region of Michigan, our major natural water resources are **Saginaw Bay and the Cass River**. Citizens and leaders work together for benefit of preserving the environment and improving recreation.

We enjoy an outstanding quality of life with activities all year round. Residents enjoy exceptional healthcare and educational options, too.

As an agricultural community, visitors enjoy attractions like the Octagon Barn and Historical Museum, Quilt Barn Trail and festivals.

Home to clean renewable energy options, our community serves as an innovative leader as our world continues to change.

Talk to Mike Miller about accessing the Courthouse after hours

We value our quiet peaceful life style but have the advantage of access to large cities which are less than one-half hour away

- (1) VIDEO in front of Courthouse**
- (2) VIDEO in front of Stain Glass window (inside building) - Need to film after hours inside Courthouse**

<p>I invite you to see for yourself what "Tuscola County has to offer!"</p>		
<p>Word Count: 127</p>		
<p>Chapter 2: Parks & Recreation</p>		
<p>(CGI Voiceover) Tuscola County provides thriving Parks and Recreation opportunities.</p> <p>Cass River serves as one of the most significant natural resources in the area. Community volunteers partner with local leaders to enhance and preserve all that Cass River has to provide.</p> <p>From the Southern Links and Cass River Caro Walking Trails to the low traveled roads, walking and cycling opportunities are plentiful.</p> <p>Athletic events are held year round. The Caro Pool is the only facility for high school swim teams in the county. Residents enjoy the winter snowmobile races during the Caro Winterfest and scenic golf courses.</p> <p>Featuring 30,000 acres of state land with diverse wildlife, hunting and game conditions are ideal.</p> <p>For bird watchers, Fish Point is the ideal place to observe unique migratory birds. For the fishing gurus, Saginaw Bay is ranked among the top fisheries.</p> <p>The local and county parks systems provide even more fun!</p>	<p>Show canoeing, kayaking on river</p> <p>Maybe re-write to say: Community volunteers and the Cass River Greenways partner with local leaders...</p> <p>Maybe re-write to say: The Caro pool offers indoor swimming for high school competition, clubs and residents. The Cass City outdoor pool offers recreational swimming opportunities.</p> <p>Maybe re-write to say: For the fishing gurus, Saginaw Bay is a world class walleye fishery and can be accessed from several marinas in the County.</p>	<p>(3) VIDEO of river at Deckerville Road – both directions</p> <p>(4) VIDEO of river at M-46 (May have to dub in Kayaks)</p> <p>(5) VIDEO of steel bridge over the Cass River – part of walking trail</p> <p>(6) VIDEO of Southern Links Walking/Biking Trail</p> <p>(7) VIDEO of Timbers Golf Course</p> <p>(8) VIDEO of Vassar Golf Course</p> <p>(Dub in pictures of walleye on a stringer)</p> <p>(9) VIDEO Cass City and Arthur Latham Parks</p>

<p>With an ideal landscape, recreational opportunities are endless when you come to Tuscola County!</p>		
<p>Word Count: 158</p>		
<p>Chapter 3: Education</p>		
<p>(CGI Voiceover) Enroll in outstanding educational opportunities when you live in Tuscola County! With higher achieving school districts and Head Start programs, students are prepared for a bright future! For those who seek alternatives to education, options for non-public schools are also available.</p> <p>(On camera with Gene Pierce ~ 20 words) <i>What is your role in the education system? What services or programs do Tuscola County provide that other communities lack? How are students better prepared for the future?</i></p> <p>(CGI Voiceover) Highland Pines, an extension of the Tuscola Intermediate School District, provides adapted services and education for students with special needs.</p> <p>Providing work-based learning and tailored programs, the Bay-Arenac ISD Career Center accommodates the evolving needs of the economy. (Should be the Tuscola County Technology Center)</p> <p>As the biggest independent college in the state, Baker College continues to expand. Boasting one of the highest graduate employment rates in the nation, students are better prepared for their career, their</p>	<p>Need to call Gene Pierce</p>	<p>(10) VIDEO of Gene Pierce at the ISD (Need to call Gene)</p>

<p>lives, and their future.</p> <p>Prepared today for a brighter tomorrow: education in Tuscola County!</p>		
<p>Word Count: 145</p>		
<p>Chapter 4: Tourism & Culture</p>		
<p>(CGI Voiceover) Discover a realm of culture and wonder when you visit Tuscola County!</p> <p>With the motto of "Saving the past for tomorrow's future," the Friends of the Octagon Barn are dedicated to restoring this historical landmark for the community and visitors. Historic movie theatres also capture a glimpse of the past.</p> <p>Community events are fun for the whole family! Cass City 4th of July Freedom Festival offers a full schedule of events. Drawing in approximately 50,000 visitors, the Pumpkin Festival is an annual fall tradition.</p> <p>Celebrating the rural customs of an agricultural community, large quilts are displayed on the sides of barns; the Quilt Barn Trail is a unique opportunity for visitors.</p> <p>Further honoring the cultural heritage, visitors love to stay in historic homes converted into Bed and Breakfasts.</p> <p>Providing a place to perform, learn or enjoy the arts, the Thumb</p>	<p>Contact Rose Putnam 989-672-3084 for Video</p> <p>Need to get contact person</p> <p>Tuscola is the only county in the state with three designated historical theaters in Caro, Cass City and Vassar</p> <p>Contact Rose Putnam 989-672-3084 for Video – where are locations</p> <p>Steve Erickson has other Caro bed and breakfast</p>	<p>(11) VIDEO Octagon Barn inside and out – close-up of agricultural history features</p> <p>(12) VIDEO Of inside of Vassar Theater</p> <p>(13) VIDEO Talk to Vicky about where these are located</p> <p>(14) VIDEO bed and breakfast in Caro by Purdy Building and other Caro bed and breakfast</p>

<p>Area Center for the Arts promotes music, theatre and visual expression.</p> <p>Immerse yourself in the unique attractions and culture of Tuscola County!</p>		
<p>Word Count: 163</p>		
<p>Chapter 5: Clean Renewable Energy Please Add Economic Development and Agriculture Here</p>		
<p>(CGI Voiceover) Tuscola County is a leader in clean renewable energy. Since 1937, Thumb Electric Cooperative has offered reliable and efficient service. One of the products they provide is solar energy.</p> <p>Another significant renewable source of energy are wind turbines. Thumb is home to one of the highest consistent wind speeds in the entire state. Wind energy is not only more efficient but also generates revenue for the local government. While the community is resilient, revenue from wind turbines significantly helps rebalance the economy.</p> <p>As required by state law, utility companies were required to produce 10% of their energy from renewable sources by the year end of 2015. This requirement was met largely due to wind energy.</p> <p>Working together for a more efficient future: Tuscola County.</p>	<p>Call Mike Krause for contact</p> <p>Maybe remove last sentence and replace with:</p> <p>Wind projects need to be designed to protect the public health, safety and welfare.</p> <p>Contact Dave Gloer</p>	<p>(15) VIDEO of Thumb Electric Solar farm</p> <p>(16) VIDEO of Wind Turbines in the distance and upclose (West of Fairgrove)</p> <p>(17) VIDEO of POET Ethanol</p>
<p>Word Count: 124</p>		
<p>Chapter 6: Health Care</p>		
<p>(CGI Voiceover) For an unprecedented level of</p>		

<p>healthcare, come to Tuscola County.</p> <p>Tuscola Medical Care Community provides exceptional healthcare with 24-hour skilled nursing services as well. Residents even have the option of communal living or small housing units for their comfort and convenience.</p> <p>Serving members of the community since 1927, local and experienced physicians at Caro Community Hospital offer a variety of services with compassionate care. For emergencies, ambulance services are also available.</p> <p>(Please add Hills and Dales General Hospital)</p> <p>MediLodge and Northwood of Cass City provide a full spectrum of services. From short term rehabilitation, long term care, support services, and more - the trusted professionals are dedicated to serving you or your loved one.</p> <p>From leading dialysis centers to state of the art MRI technology, Tuscola County is also home to great specialty care facilities.</p> <p>The Healthy Kids Program provides dental and medical care to children who might not otherwise have access.</p> <p>Trust in the experience and compassion of healthcare services when you live in Tuscola County.</p>	<p>Maybe have Margot Roedel present – Need to contact Margot</p>	<p>(18) VIDEO of Inside lobby of main facility and small houses</p> <p>(19) VIDEO of Caro Hospital</p> <p>(20) VIDEO of Hills and Dales Hospital</p> <p>(21) VIDEO of these two facilities</p>
<p>Word Count: 157</p>		

mhoagland@tuscolacounty.org

From: Allie Atseff <aatseff@cgicomunications.com>
Sent: Thursday, July 21, 2016 2:23 PM
To: Amy Salisbury; mhoagland@tuscolacounty.org
Cc: Kirkpatrick Craig; trisch, Thomas Young; Steve Erickson; Bardwell Thom; Sherry Vicky; Eean Lee; Bierlein Matthew
Subject: RE: FW: CGI Video

Mike,

This is super helpful, thank you!! I will pass this along to the videographer and keep this on our end as well.

Steve and Vicky, I recommend doing something similar for your days of filming on August 16th and 17th so that we make sure we are capturing everything we need for the videos!

Thanks,

Allie

On July 21, 2016 at 11:57 AM "mhoagland@tuscolacounty.org" <mhoagland@tuscolacounty.org> wrote:

Allie

There are 22 video locations I have planned for August 3, 2016. This will be a full day.

Caro Area 9:00 A.M. to 1:00 P.M.

1. Caro walking trail steel bridge
2. Wood portion of walking trail
3. 2 bed and breakfast locations in Caro
4. POET Ethanol
5. Caro Hospital
6. Gene Pierce – Intermediate School District
7. Margot Roedel – Medical Care Facility

8. Thumb Electric – Solar Panels and sign
9. Wind Turbines west of Fairgrove

Cass City Area 1:00 P.M. to 4:00 P.M.

1. Deckerville Road – Cass River
2. Cass City Park
3. Hills and Dales Hospital
4. Medi Lodge and Northwood Senior Complexes
5. Barn Quilts
6. Octagon Barn
7. Cass City Theater

Courthouse 4:30 P.M.

1. Board Chairperson introductory section in front of courthouse and stain glass window

Toward Millington 5:30 to 7:30 P.M.

1. M-46 Cass River
2. Vassar Golf Course
3. Vassar Theater
4. Timber Golf Course
5. Southern Links Trail

Mike H.

From: Allie Atseff [mailto:aatseff@cgicomunications.com]
Sent: Tuesday, July 19, 2016 2:03 PM
To: mhoagland@tuscolacounty.org
Cc: serickson <serickson@tuscolaedc.org>; vsherry <vsherry@tuscolaedc.org>; eean.lee <eean.lee@tuscolacounty.org>; ctrisch <ctrisch@tuscolacounty.org>; bardwellthomas1 <bardwellthomas1@gmail.com>; mbierlein <mbierlein@tuscolacounty.org>; ckirkpatrick <ckirkpatrick@tuscolacounty.org>; ctayoung <ctayoung@hotmail.com>
Subject: Re: FW: CGI Video

Mike,

Thank you! Amy will take a look and make any changes necessary.

So for the filming on August 3rd, it seems that we will be filming the visual for the Parks and Recreation video as that seems to be the one you are overseeing.

The remainder of the visuals for the other 5 videos will be shot on August 16th and 17th with Steve and Vicky? I just want to make sure we are all on the same page!

Thanks,

Allie

On July 19, 2016 at 1:43 PM "mhoagland@tuscolacounty.org" <mhoagland@tuscolacounty.org> wrote:

Allie and Amy

Please see email below and attachment regarding the Tuscola County video production.

Mike H.

From: mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]
Sent: Tuesday, July 19, 2016 12:04 PM
To: ctrisch@tuscolacounty.org; 'Bardwell Thom' <bardwellthomas1@gmail.com>; 'Bierlein Matthew' <mbierlein@tuscolacounty.org>; 'Kirkpatrick Craig' <ckirkpatrick@tuscolacounty.org>; 'Thomas Young' <CTAYOUNG@HOTMAIL.COM>
Cc: 'Eean Lee' <eean.lee@tuscolacounty.org>; Steve Erickson <serickson@tuscolaedc.org>; Sherry Vicky <vsherry@tuscolaedc.org>; Mike

Miller (Mike Miller) <mmiller@tuscolacounty.org>

Subject: CGI Video

Commissioners

Attached is the draft script for the County CGI Video production. The first column is the script language. There are two or three chapters that are still under development with assistance from Steve and Vicky. The middle column is my suggested changes at this point in time. The last column is tentative video locations to match the verbiage in the script. The first round of videos will be made on August 3, 2016. I will take the Video producers to the various locations. This can be a valuable video for the county we need to work to assure a good product. Any input by July 25, 2016 is appreciated.

Mike

Michael R. Hoagland

Tuscola County Controller/Administrator

989-672-3700

mhoagland@tuscolacounty.org

**VISIT US ON LINE FOR COUNTY SERVICES @
www.tuscolacounty.org**

Allie Atseff
Producer | CGI Communications, Inc.
130 E Main Street | 7th Floor
Rochester, NY 14604
Office: 1-800-398-3029 x564
Fax: 585-427-0075
Email: aatseff@cgicomcommunications.com
www.cgicomcommunications.com

Connect with me personally on Linked In: <https://www.linkedin.com/in/alexandra-atseff-79176484>

***Note that we are currently operating under summer hours and leave the office at 3:30 PM Eastern on Fridays.

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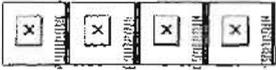
Allie Atseff
Producer

P: 800.398.3029 ext. 564

F: 585.427.0075

130 East Main Street
Rochester, NY 14604

Follow CGI Communications



***Note that we are currently operating under summer hours and leave the office at 3:30 PM Eastern on Fridays.

11

FYE 2012 Percentage of General Operating Millage Used to Fund Essential Services

Issued under the authority of Public Act 86 of 2014 (MCL 123 1354(2)(d)).

PART 1: LOCAL UNIT INFORMATION	
Local Unit Name Tuscola County	
Local Unit Type County	County Tuscola
Revenue Sharing Code/Authority Code 79-0000	Fiscal Year-End Date (MM-DD-YYYY) 12 - 31 - 2012
Was the calculation already included in the 2014 or 2015 Comprehensive Annual Financial Report? (If yes, attach the appropriate page(s) from the annual financial report) <input type="checkbox"/> Yes. Skip Parts 2, 3, and 4; complete Part 5 <input type="checkbox"/> Yes, but opting to use the percentage calculation below <input checked="" type="checkbox"/> No	
If either yes was checked above, indicate the Fiscal Year End of the annual financial report on which the calculation was included _____	
PART 2: ADJUSTED FYE 2012 GENERAL FUND ESSENTIAL SERVICES EXPENDITURES	
1. Total FYE 2012 general fund expenditures for essential services.....	1. 2,914,445
2. Revenue from millage specifically levied (100%) for essential services and deposited in the general fund ...	2. 0
3. Other general fund revenue specifically restricted for essential services.....	3. 119,807
4. Total general fund revenue specifically restricted for essential services. Add line 2 and line 3 and enter as a negative number.....	4. -119,807
5. Transfers in from other funds into the general fund for essential services.....	5. 0
6. Transfers out from the general fund to other funds for essential services.....	6. 18,000
7. Net transfers between general fund and other funds for essential services. Subtract line 5 from line 6.....	7. 18,000
8. Beginning restricted general fund balance for essential services.....	8. 0
9. Ending restricted general fund balance for essential services.....	9. 0
10. Net change in restricted general fund balance for essential services. Subtract line 8 from line 9.....	10. 0
11. Adjusted FYE 2012 General Fund Essential Services Expenditures. Add lines 1, 4, 7 and 10.....	11. 2,812,638
PART 3: ADJUSTED FYE 2012 TOTAL GENERAL FUND EXPENDITURES	
12. Total FYE 2012 general fund expenditures.....	12. 10,099,911
13. Revenue from millage specifically levied (100%) for essential services and deposited in the general fund ...	13. 0
14. Other general fund revenue specifically restricted for essential services.....	14. 119,807
15. Other general fund revenue specifically restricted for specific nonessential services.....	15. 0
16. Total general fund revenue specifically restricted for essential and nonessential services. Add lines 13, 14, and 15, and enter as a negative number.....	16. -119,807
17. Total transfers in to the general fund.....	17. 802,242
18. Total transfers out of the general fund.....	18. 1,514,136
19. Net transfers between general fund and other funds. Subtract line 17 from line 18.....	19. 711,894
20. Beginning restricted general fund balance.....	20. 0
21. Ending restricted general fund balance.....	21. 0
22. Net change in restricted general fund balance. Subtract line 20 from line 21.....	22. 0
23. Adjusted FYE 2012 Total General Fund Expenditures. Add lines 12, 16, 19 and 22.....	23. 10,691,998
PART 4: FYE 2012 PERCENTAGE OF GENERAL OPERATING MILLAGE USED TO FUND ESSENTIAL SERVICES	
24. FYE 2012 Percentage of General Operating Millage Used to Fund Essential Services. Divide line 11 by line 23.....	24. 26.3060%
PART 5: CERTIFICATION	
Printed Name Michael R. Hoagland	Title Controller/Administrator
Signature	Date 07/15/2016
E-mail Address mhoagland@tuscolacounty.org	Telephone Number (989) 672-3700

If you have any questions, call 517-373-2697. Return a completed and signed form to the Michigan Department of Treasury by July 15, 2016. The form can be e-mailed to TreasORTAPPT@michigan.gov, faxed to 517-335-3298, or mailed to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing MI 48909

TUSCOLA COUNTY ESSENTIAL SERVICES
STATEMENT OF REVENUES AND EXPENDITURES
FISCAL YEAR ENDED DECEMBER 31, 2012

Revenues

State Shared Revenues	
Marine	17,400.00
Civil Defense (Emergency Services)	25,547.00
Sec Road Patrol	76,860.00
 Total Revenues	 \$ 119,807.00

Expenditures

Courthouse Security	129,148.00
Jail	2,309,053.00
Weighmaster	70,301.00
Marine	17,410.00
Sec Road Patrol	74,936.00
Emergency Services	64,536.00
Indirect Cost:	
Sheriff (Jail)	229,167.00
Marine	4,162.00
Secondary Road Patrol	8,916.00
Emergency Services	6,816.00
Capital Expenses:	
Jail	75,209.00
Courthouse Security	3,575.00
 Total Expenditures	 \$ 2,914,445.00

Other Financing Sources (Uses)

Transfer In	-
Transfer Out - Community Corrections	-18,000.00
 Total Transfers	 -\$18,000.00

Local Community Stabilization Share Revenue Essential Services Distribution Calculation

Introduction

The Local Community Stabilization Authority Act (LCSA Act), 2014 Public Act 86, MCL 123.1341 to 123.1362, requires personal property tax distributions for all operating and debt millages. The LCSA Act provides that the personal property tax distribution for millage(s) used entirely or in part to fund essential services (i.e. police, fire, ambulance, or jails) is calculated separately from millage(s) used for other purposes.

To calculate the personal property tax distribution for essential services, the LCSA Act requires the Department of Treasury (Treasury) to calculate each municipality's percentage of general operating millage used to fund the cost of essential services in the municipality's fiscal year ending in 2012. However, the law allows the municipality to perform the calculation by including the calculation in its comprehensive annual financial report for the municipality's fiscal year ending in either 2014 or 2015, or by reporting the calculation in a manner prescribed by Treasury. Therefore, Treasury has developed Form 5448 – FYE 2012 Percentage of General Operating Millage Used to Fund Essential Services (see attached) to assist municipalities with reporting the calculation. The calculated percentage will be used to calculate each municipality's Local Community Stabilization Share Revenue Essential Services Distribution in 2016 and for all future years.

Calculation of Local Community Stabilization Share Revenue Essential Services Distribution

Each municipality's percentage of general operating millage used to fund the cost of essential services in the municipality's fiscal year ending in 2012 will be used in the calculation of each municipality's Local Community Stabilization Share Revenue Essential Services Distribution starting in 2016 as follows:

General Operating Millage Portion	
	Personal Property Exemption Loss (as reported by the county equalization director on the Personal Property Summary Reports)
-	Personal Property Exemption Loss for Renaissance Zone property (as calculated by Treasury)
+	Increased Value from Expired Tax Exemptions (as reported by assessors on 2016 Form 5403 and 2016 Form 5429)
-	Tax Increment Finance Authority Decline in Captured Value from Industrial and Commercial Personal Property (as reported on 2016 Form 5176 and 2016 Form 5176BR)
=	Subtotal
*	General Operating Millage (lesser of 2012, 2013, 2014, or 2015 millage rate)
*	FYE 2012 Percentage of General Operating Millage Used to Fund Essential Services (as reported by municipalities in its annual report or on Form 5448; or as calculated by Treasury)
=	General Operating Millage Portion

Restricted Operating Millage Portion	
	Personal Property Exemption Loss (as reported by the county equalization director on the Personal Property Summary Reports)
-	Personal Property Exemption Loss for Renaissance Zone property (as calculated by Treasury)
+	Increased Value from Expired Tax Exemptions (as reported by assessors on 2016 Form 5403 and 2016 Form 5429)
-	Tax Increment Finance Authority Decline in Captured Value from Industrial and Commercial Personal Property (as reported on 2016 Form 5176 and 2016 Form 5176BR)
=	Subtotal
*	Operating Millage(s) Restricted for Essential Services (lesser of 2012, 2013, 2014, or 2015 millage rate)
=	Restricted Operating Millage Portion

Calculation continues on page 2.

**Local Community Stabilization Share Revenue
Essential Services Distribution Calculation**

Calculation of Local Community Stabilization Share Revenue Essential Services Distribution (Continued)

Restricted Debt Millage Portion	
	Personal Property Exemption Loss (as reported by the county equalization director on the Personal Property Summary Reports)
+	Increased Value from Expired Tax Exemptions (as reported by assessors on 2016 Form 5403 and 2016 Form 5429)
-	Tax Increment Finance Authority Decline in Captured Value from Industrial and Commercial Personal Property (as reported on 2016 Form 5176 and 2016 Form 5176BR, only if debt millage is subject to capture)
=	Subtotal
*	Debt Millage(s) Restricted for Essential Services (lesser of 2012, 2013, 2014, or 2015 millage rate)
=	Restricted Debt Millage Portion
General Operating Millage Portion	
+	Restricted Operating Millage Portion
+	Restricted Debt Millage Portion
=	Local Community Stabilization Share Revenue Essential Services Distribution

COUNTY: Do not distribute this summary sheet until all current year values have been entered on the three subsequent worksheets.

IMPORTANT: The local governmental unit requesting debt millage to be levied is required under MCL 123.1353 to include the Personal Property Exemption Loss amount in its debt millage calculation.

Taxing Unit	2016 Personal Property Exemption Loss Amount
TUSCOLA COUNTY	\$0
AKRON TWP.	\$0
ALMER TWP.	\$258,650
ARBELA TWP.	\$74,500
COLUMBIA TWP	\$0
DAYTON TWP.	\$59,200
DENMARK TWP.	\$1,259,400
ELKLAND TWP.	\$0
ELLINGTON TWP.	\$65,200
ELMWOOD TWP	\$258,350
FAIRGROVE TWP	\$0
FREMONT TWP	\$445,750
GILFORD TWP	\$3,698,450
INDIAN FIELDS TWP.	\$2,079,400
JUNIATA TWP	\$40,400
KINGSTON TWP.	\$0
KOYLTON TWP	\$109,600
MILLINGTON TWP	\$95,700
NOVESTA TWP.	\$0
TUSCOLA TWP	\$62,550
VASSAR TWP.	\$438,650
WATERTOWN TWP.	\$150,960
WELLS TWP.	\$0
WISNER TWP	\$0
CARO CITY	\$10,080,896
VASSAR CITY	\$2,922,700
AKRON VLG	\$143,100
CASS CITY VLG	\$0
FAIRGROVE VLG	\$142,800
GAGETOWN VLG	\$178,700
KINGSTON VLG	\$0
MAYVILLE VLG	\$228,100

IMPORTANT: The local governmental unit requesting debt millage to be levied is required under MCL 123.1353 to include the Personal Property Exemption Loss amount in its debt millage calculation.

Taxing Unit	2016 Personal Property Exemption Loss Amount
MILLINGTON VLG	\$0
REESE VLG	See IC Distribution List
UNIONVILLE VLG	\$30,200
LOCAL SD, ISD & CC	
79010 AKRON FAIRGROVE	\$0
79020 CARO	\$11,278,146
79030 CASS CITY	See IC Distribution List
73190 FRANKENMUTH	See IC Distribution List
79080 KINGSTON	See IC Distribution List
76140 MARLETTE	See IC Distribution List
79090 MAYVILLE	See IC Distribution List
79100 MILLINGTON	See IC Distribution List
32090 OWENDALE-GAGETOWN	See IC Distribution List
79110 REESE	See IC Distribution List
79145 UNIONVILLE	See IC Distribution List
79150 VASSAR	\$3,507,900
32000 HURON ISD	See IC Distribution List
73000 SAGINAW ISD	See IC Distribution List
76000 SANILAC ISD	See IC Distribution List
79000 TUSCOLA ISD	See IC Distribution List
OTHER AUTHORITIES	
CARO TRANSIT AUTHORITY	\$12,418,946
LIBRARY - BULLARD	\$3,478,520
LIBRARY - CARO	\$11,327,498
LIBRARY - FAIRGROVE	\$0
LIBRARY - MAYVILLE	\$504,950
LIBRARY - MILLINGTON/ARBELA	\$170,200
LIBRARY - RAWSON	\$0
LIBRARY - REESE	See IC Distribution List

2016 Personal Property Exemption Loss from Distribution List

TUSCOLA COUNTY \$0

Townships and Cities in Tuscola County

AKRON TWP.	\$0
ALMER TWP.	\$258,650
ARBELA TWP.	\$74,500
COLUMBIA TWP.	\$0
DAYTON TWP.	\$59,200
DENMARK TWP.	\$1,259,400
ELKLAND TWP.	\$0
ELLINGTON TWP.	\$65,200
ELMWOOD TWP.	\$258,350
FAIRGROVE TWP.	\$0
FREMONT TWP.	\$445,750
GILFORD TWP.	\$3,698,450
INDIAN FIELDS TWP.	\$2,079,400
JUNIATA TWP.	\$40,400
KINGSTON TWP.	\$0
KOYLTON TWP.	\$109,600
MILLINGTON TWP.	\$95,700
NOVESTA TWP.	\$0
TUSCOLA TWP.	\$62,550
VASSAR TWP.	\$438,650
WATERTOWN TWP.	\$150,960
WELLS TWP.	\$0
WISNER TWP.	\$0
CARO CITY	\$10,080,896
VASSAR CITY	\$2,922,700

\$22,100,356 Total 2016 PP Exemption Loss
of Units that had loss >0



CAPITAL ADVANTAGE LEASING
 1945 28th Street SW
 Grand Rapids, MI 49519-7024

LESSEE				SELLER			
NAME	TUSCOLA COUNTY			NAME	MILLENNIA TECHNOLOGIES		
ADDRESS	125 W. LINCOLN ST. STE 500			ADDRESS	1000 THREE MILE RD. NW, STE J		
CITY	CARO	STATE	MI	ZIP	48723	CITY	GRAND RAPIDS
CONTACT	EEAN LEE	PHONE	989-672-3773	STATE	MI	ZIP	49544
				CONTACT	LARRY PUSKALA	PHONE	616-249-9599

QUANTITY	DESCRIPTION OF EQUIPMENT (give Manufacturer, Model No., Serial No., Etc.)
1	SHORETEL PHONE SYSTEM, PER ATTACHED "SCHEDULE A"

Location of Equipment if different than above: THE COUNTY DATA CENTER, 207 E. GRANT ST., CARO MI 48723

TERM OF LEASE	RENTAL PAYMENT SCHEDULE	Check For This Amount Must Accompany Lease Application
60 months	20 Qtrly Payments of \$5,289.70 Plus Tax \$ EXEMPT Total \$5,289.70 per Quarter	\$1,870.50
COMMENCEMENT DATE OF LEASE	FOLLOWED BY (When applicable) _ Payments of \$ _ Plus Tax \$ N/A Total \$	To be applied to 1 st Monthly Pmt & Filing Fee

TERMS AND CONDITIONS OF LEASE

1. TERM AND RENT

Lessor hereby leases the Leased Equipment described above to the Lessee (jointly and severally, if more than one), for a term and rental as set forth above, payment of the installments of rent to commence on the date of delivery to Lessee.

2. PURCHASE AND ACCEPTANCE: NO WARRANTIES BY LESSOR:

Lessee requests Lessor to purchase the Equipment from a seller (the "Seller") and arrange for delivery, to Lessee at Lessee's expense, which shall be deemed complete upon the Commencement Date. Lessor shall have no responsibility for delay or failure of Seller to fill the order for the Equipment. THE LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO THE LESSEE, AND LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY, AND AS BETWEEN LESSEE AND LESSOR OR LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS." LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSES OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, TO THE EXTENT PERMITTED BY LAW. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SELLER SHALL BE BINDING ON THE LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT, ANY OF LESSEE'S OBLIGATIONS TO THE LESSOR AS SET FORTH HEREIN. If the equipment is not properly installed, does not operate as represented or warranted by the Seller or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the Seller and shall nevertheless pay Lessor all rent payable under this lease. Lessor agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, any rights it may have against the Seller for breach of warranty or representation respecting the Equipment. Notwithstanding any fees that may be paid to Seller or any agent of Seller, Lessee understands and agrees that neither the Seller nor any agent or employee of the Seller is an agent or employee of the Lessor and that neither the Seller nor his/her agent or employee is authorized to waive or alter any term or condition of this lease.

THIS LEASE SHALL NOT BE BINDING ON LESSOR UNTIL IT HAS BEEN ACCEPTED AND EXECUTED BY AN OFFICIAL OF LESSOR AT HIS/HER OFFICE

THE UNDERSIGNED AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE WHICH ARE PART HEREOF

Accepted by
 Lessor CAPITAL ADVANTAGE LEASING
 By _____ Title _____
 LEASE ORIGINAL Date _____

Type or Print Legal Name of
 Lessee TUSCOLA COUNTY
 By X _____ Title _____
 By X _____ Title _____
 (Individual Owner, Partner or Officer shall sign on above line and state his/her title, if any)
 Date _____

**TERMS AND CONDITIONS OF LEASE
CONTINUED FROM REVERSE**

3 LOCATION OF LEASED EQUIPMENT

The Leased Equipment shall be kept in the State of Michigan and shall not be removed therefrom without the written consent of the Lessor (except where normal use of the Leased Equipment requires temporary removal). If the Lessee is a corporation or partnership, the person signing on its behalf certifies that he/she is an officer or a partner thereof, that his/her action was duly authorized by appropriate corporate or partnership action and does not conflict with the corporate charter by-laws, or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and if a corporation, no consent of any stockholders to his/her action is required.

4 TITLE, RETURN OF LEASED EQUIPMENT, ASSIGNMENT, RESIDUAL INTEREST OF LESSOR

Lessor may at any time assign to any bank, or other financial institution, or any person, firm, or corporation all or part of its right, title and interest in and to this Lease and in and to each item of equipment and monies to become due to the Lessor hereunder, and Lessor may grant security interests in the equipment, subject to the Lessee's rights therein as set forth in this lease, and in such events, all the provisions of this Lease for the benefit of Lessor shall inure to the benefit of and be exercised by or on behalf of such assignee, but the assignee shall not be liable for or be required to perform any of Lessor's obligations to Lessee. All rental payments due and to become due under this Lease and assigned by Lessor shall be paid directly to assignee, upon written notice of such assignment to Lessee and the right of the assignee to the payment of assigned rentals and performance of all Lessee's obligations and to exercise any other of Lessor's rights hereunder shall not be subject to any defense, counterclaim or setoff which the Lessee may have or assert against the Lessor and the Lessee hereby agrees that it will not assert any such defenses, setoffs, counterclaims and claims against the assignee.

5 INSURANCE

Lessee shall keep the Leased Equipment insured against loss by fire, theft and all other hazards (comprehensive coverage) at replacement by insurers and in form, amount, and coverage satisfactory to Lessor. Lessee appoints Lessor Lessee's attorney in fact to endorse any loss payment or returned premium check and to make any claim under such insurance. Said policies shall be endorsed with Lessor as an additional insured and shall contain provisions (a) that such insurance may not be cancelled except upon ten days notice thereof to Lessor and (b) that the interest of Lessor shall not be invalidated by any act of Lessee. The policies of insurance or endorsement certificates thereof shall be delivered to Lessor within 30 days of the commencement date. In the event of loss, destruction or theft of, or damage to, any of the Leased Equipment, Lessee will immediately notify Lessor.

The loss, destruction, theft of or damage to the leased Equipment shall not relieve the Lessee from its obligation to pay the full rental payable hereunder and Lessor's remaining residual interest. Any sums collected from insurance for the total loss of any of the Leased Equipment shall be credited to the final installments of rent payable hereunder and Lessors remaining residual interest. If any of the leased Equipment is partially damaged, Lessee shall repair such damage at its own cost and expense and any sums collected on insurance on account of such damage shall be applied to the cost thereof, but on default of the Lessee in repairing such damage within thirty days of the occurrence thereof, the sums collected therefore shall be applied to the last maturing installments of rent payable hereunder or to the repair of the Leased Equipment at Lessors sole option.

Lessee shall insure the Lessor and Lessee with respect to liability for personal injuries, damage to or loss of use of property resulting from the ownership, use and operation of the Leased Equipment with insurers satisfactory to Lessor in amount of at least \$500,000 per individual and \$1,000,000 per occurrence for personal injuries and \$100,000 for property damage, and deliver the policies or certificates thereof to Lessor.

If Lessee shall default in obtaining any insurance so to be provided, Lessor may place such insurance. Any premiums paid therefor by Lessor shall be additional rent payable on demand with interest at the highest legal rate from the date of payment. Notwithstanding the provisions of this paragraph, Lessee will save and hold Lessor harmless against any such claim or liability (including attorney's fee and costs and expenses for the defense thereof) arising out of the ownership, use or operation of the Leased Equipment during the period of this lease and until the Leased Equipment is returned to and accepted by the Lessor.

6 REPAIRS, USE OF LEASED EQUIPMENT, TAXES

Lessee will keep the Leased Equipment in good repair and first class mechanical condition without cost or liability to Lessor. Lessee shall not have authority to incur expenses therefor for Lessor's account. All equipment, accessories, additions, parts or replacements which become attached to or a part of the Leased Equipment, become the property of Lessor. Lessee shall not make any modifications, alterations, additions or improvements to the equipment without Lessor's prior written consent. Lessee will, at its own cost and expense, operate the Leased Equipment in a careful and prudent manner, use licensed and competent operators, employed by Lessee; keep it properly housed and protected from damage; will not exceed the rated capacities of the Leased Equipment; will pay all fees for licensing, registration and certificates of title and will pay all taxes, charges on assessments incident to the ownership, sale, possession, rental, use, operation and leasing of the Leased Equipment, exclusive of taxes based upon income or gross receipts of Lessor. Any such fees, taxes, charges or assessments, if paid by Lessor, shall be additional rent payable on demand with interest at the highest legal rate from the date of payment. Lessee will not use the Leased Equipment in violation of any law or for any illegal purpose, will perform or comply with the terms of the lease covering the premises wherein the Leased Equipment is kept or used and any orders, ordinances or laws of any governmental body or agency concerning such premises or the conduct of business thereon. Lessor shall have the access and right of inspection of the Leased Equipment and the premises where it is kept at any reasonable times.

7 DEFAULT REMEDIES

If any of the following events occur with respect to Lessee: death (of an individual), dissolution (if a partnership or corporation); death or suspension of the usual business activities of any member of such partnership; complete or partial liquidation or suspension of Lessee's usual business; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto, application for or the appointment of a receiver of the person or property, assignment for the benefit of any creditors; entry of judgment or issuance of an order or warrant of attachment or execution; filing or issuance of a notice of lien. Warrant for distraint or notice of levy for taxes, making or sending notice of an intended bulk sale or the commencement of any proceedings to enhance a judgment. In any such event, the entire balance of the unpaid installments of rent as well as Lessors remaining residual interest, may become immediately due and payable and Lessee's right to continue in possession of the Leased Equipment shall thereupon cease, all without notice or demand. In any such events, in addition to any other right or remedy permitted by law, it shall be lawful for Lessor and Lessee hereby authorizes and empowers Lessor, with the aid or assistance of any persons, to enter upon the premises or such other places as the Leased Equipment may be found and take possession of and carry away Leased Equipment without process of law. Notwithstanding any taking of possession of equipment, Lessee shall remain liable for the full performance of all obligations hereunder including, but not limited to, rental payments as stated herein, and Lessor's remaining residual interest in the equipment. In the event Lessor assigns its right to receive rentals under this agreement (but not its residual interest), and in the further event of Lessee's default, Lessee remains liable to Lessor for Lessor's remaining residual interest in the equipment as determined by its fair market value as of the date of default by Lessee. This liability of Lessee is unconditional and is not affected by Lessor's assignee repossessing and/or selling said equipment to wholly or partially satisfy assignee's right to receive the assigned rentals.

8 If Lessee shall fail to pay any of the installments of rent after the 1st scheduled due date, Lessee agrees to pay Lessor a service charge of five cents per dollar on each unpaid installment with a minimum of \$4.00 per installment. Lessor shall receive a 10 day grace period.

9 The Lessor is authorized to file a financing statement signed only by the Lessor in accordance with the Uniform Commercial Code or one signed by Lessor, as Lessee's attorney in fact in the state of Lessee's corporate registration.

10 This lease constitutes the entire agreement of the parties with respect to the subject matter thereof, and may not be changed or modified except in writing. This lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigned of the parties hereto.

11. Any notice to a party hereunder shall be sufficiently given if mailed to said party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such written notice to the other.

12. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. No provision hereof which may be construed as unenforceable shall in anyway invalidate any other provision hereof, all of which shall remain in full force and effect.

13. Lessor shall have the right, but not the obligation, to affix or attach ownership identification labels to the Leased Equipment. Lessee agrees to not remove any such labels.

X

Lessor

Lease Number CAL 5592-r

CAPITAL ADVANTAGE LEASING
1945 28th Street SW
Grand Rapids, MI 49519-7024

LESSEE		SELLER	
NAME	TUSCOLA COUNTY	NAME	MILLENNIA TECHNOLOGIES
ADDRESS	125 W. LINCOLN ST. STE 500	ADDRESS	1000 THREE MILE RD NW, STE J
CITY	CARO STATE MI ZIP 48723	CITY	GRAND RAPIDS STATE MI ZIP 48544
CONTACT	EEAN LEE PHONE 989-672-3890	CONTACT	LARRY PUSKALA PHONE 606-249-9599
QUANTITY	DESCRIPTION OF EQUIPMENT (give Manufacturer, Model No., Serial No., Etc.)		
1	SHORETEL PHONE SYSTEM PER ATTACHED "SCHEDULE A"		

Location of Equipment if different than above: THE COUNTY DATA CENTER, 207 E. GRANT ST., CARO MI 48723

TERM OF LEASE	RENTAL PAYMENT SCHEDULE	Check For This Amount Must Accompany Lease Application
<u>60 months</u> COMMENCEMENT DATE OF LEASE	<u>20 Qtrly</u> Payments of <u>\$5,289.70</u> Plus Tax <u>\$EXEMPT</u> Total <u>\$5,289.70</u> per Quarter FOLLOWED BY (When applicable) Payments of \$ _____ Plus Tax \$ _____ Total \$ _____	<u>\$ 1,870.50</u> To be applied to <u>1st MTHLY PMT & FILING FEE</u>

LESSEE'S ACKNOWLEDGEMENT & DELIVERY RECEIPT

The undersigned hereby acknowledges receipt in good condition of all the above listed property and accepts the same in accordance with all the terms and conditions of the lease agreement dated 2016 between CAPITAL ADVANTAGE LEASING, Lessor, and the undersigned, Lessee, and hereby agrees that the Lessor, CAPITAL ADVANTAGE LEASING has fully and satisfactorily performed all covenants and conditions to be performed by it under the said lease agreement

Lessee hereby acknowledges Lessor's right to assign its interests under the Lease, consents to any such assignments and in consideration of the assignee having advanced funds to the Lessor to finance the equipment described in the Lease, agrees as follows: (a) that its obligation to pay directly to the Assignee the amounts (whether designated as rentals or otherwise) which become due from the Lessee as set forth in the Lease so assigned shall be absolutely unconditional and shall be payable whether or not the Lease is terminated by operation of law, any act of the parties, or otherwise, and it promises so to pay the same notwithstanding any defense, set-off or counterclaim whatsoever, whether by reason of breach of the Lease or otherwise, which it may or might now or hereafter have as against the Lessor (the Lessee reserving its right to have recourse directly against the Lessor on account of any such defense, set-off or counterclaim); and (b) that, subject to and without impairment of the Lessee's leasehold rights in and to the Equipment described in said Lease, Lessee holds said Equipment and the possession thereof for the Assignee to the extent of the Assignee's rights therein

Dated: _____

Lessee: TUSCOLA COUNTY

By: X _____

Title _____

CAPITAL ADVANTAGE LEASING

1945 28TH Street S.W. • Grand Rapids, MI 49519-2576
616-257-3444 • 1-800-968-0458 • Fax 616-257-6260

INVOICE NO. 6668
INVOICE DATE 07/18/16

TO

ATTN: EEAN LEE
• TUSCOLA COUNTY
• 125 W. LINCOLN ST. STE 500
• CARO, MI 48723

DESCRIPTION	AMOUNT
THIS INVOICE COVERS THE FIRST QUARTERLY PAYMENT FOR A SHORETEL PHONE SYSTEM LISTED ON OUR NEW LEASE CAL 5692-R:	\$5,289.70

PLEASE REMIT BY 08/01/2016
TO ABOVE ADDRESS

18 July 2016

Please accept this letter as my resignation from Tuscola County. I am hereby giving my 2 week notice starting today. My last date of employment will be Friday July 29, 2016.

Sincerely,


Marianne Daily

Proposal

Dave's Glass LLC

1900 West Caro Rd
Caro Mi 48723
(989) 673-3828

TO: Tuscola County Court House DATE: July 20 2016

ATTN: Mike Miller

RE: Door Hardware Work

FROM: Tim Hallwood

Dave's Glass proposes to supply and install:

Front Entrance Interior Vestibule Exit Door

1- Von Duprin 99 Series Bronze Finish Rim Panic with Cylinder Dogging

INSTALLED PRICE: \$ 1,150.00

Stairwell Exit Doors

2- Von Duprin 99 Series Bronze Finish Rim Panics with Cylinder Dogging
and exterior lever trim with cylinder access.

2- LCN 1461 Bronze Finish Closers

INSTALLED PRICE: \$ 3,690.00

Approximate lead time on materials is 2 to 3 weeks.

Thank You,
Tim Hallwood