

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

MONDAY, AUGUST 1, 2016 – 8:00 A.M.

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

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

- 8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Trisch
Pledge of Allegiance – Commissioner Bierlein
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (See Correspondence #1)
Brief Public Comment Period
Consent Agenda Resolution (See Correspondence #2)
New Business
 -Adjustment to VOIP Telephone Project
 -Potential Health Department Bonding for Retirement Costs – Notice
 of Intent (See Correspondence #3)
 -Sale of Land to Medical Care Facility (See Correspondence #4)
 -Funding for Senior Fair
Old Business
Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

BARDWELL

Economic Development Corp/Brownfield Redevelopment
Caro DDA/TIFA
MAC Economic Development/Taxation
MAC 7th District
Local Unit of Government Activity Report
TRIAD
Human Services Collaborative Council
Behavioral Health Systems Board

BIERLEIN

Genesee Shiawassee Thumb Works
Human Development Commission (HDC)
Tuscola 2020

Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Great Start Collaborative Council
Local Unit of Government Activity Report
Tuscola In-Sync
MAC Board of Directors
Human Services Collaborative Council
Region VI Economic Development Planning
MAC Judiciary Committee

TRISCH

Board of Health
Planning Commission
Economic Development Corp/Brownfield Redevelopment
Local Unit of Government Activity Report
Animal Control
Solid Waste Management

KIRKPATRICK

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Land Acquisition
MI Renewable Energy Coalition
MEMS All Hazards
MAC-Environment Energy Land Use
Cass River Greenways Pathway
Local Unit of Government Activity Report
Tuscola In Sync
NACO- Energy, Environment & Land Use
Genesee Shiawassee Thumb Works
Jail Planning Committee

YOUNG

Dispatch Authority Board
County Road Commission
Board of Public Works
Senior Services Advisory Council
Mid-Michigan Mosquito Control Advisory Committee
Saginaw Bay Coastal Initiative
Parks & Recreation
Local Unit of Government Activity Report
MAC Economic Development & Taxation Committee

Closed Session If Necessary

Other Business as Necessary

Extended Public Comment

Adjournment

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

CORRESPONDENCE

- #1 July 14, 2016 Full Board & Statutory Finance Minutes
- #2 Consent Agenda Resolution
- #3 Resolution Regarding Health Department Pension Obligation Bonds
- #4 Medical Care Offer to Purchase Real Estate
- #5 July 18, 2016 Tuscola County Senior Advisory Council Minutes
- #6 June 30, 2016 Road Commission Minutes
- #7 July 2016 Health Department Report
- #8 July 25, 2016 Committee of the Whole Minutes
- #9 November Mileage Proposal Filing Deadline
- #10 Mosquito Abatement Program Positive Comments

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
July 14, 2016 Minutes
H H Purdy Building

Commissioner Thomas Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 14th day of July 2016, to order at 7:04 o'clock a.m. local time.

Prayer – Commissioner Young

Pledge of Allegiance – Commissioner Kirkpatrick

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 – Thomas Bardwell, District 3 - Christine Trisch, District 4 – Craig Kirkpatrick, District 5 – Matthew Bierlein

Commissioner Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Tisha Jones, Eean Lee, Mike Miller, Judge Amy Grace Gierhart, Register John Bishop, Nancy Barrios, John Sauber, Sandy Nielsen

Adoption of Agenda -
16-M-117

Motion by Young, seconded by Kirkpatrick to adopt the agenda. Motion Carried.

Action on Previous Meeting Minutes -
16-M-118

Motion by Kirkpatrick, seconded by Young to adopt the meeting minutes from the June 30, 2016 meeting. Motion Carried.

Brief Public Comment Period -

-Nancy Barrios - Nancy questioned which areas are planned to be treated with the phragmites grant. She had heard Vanderbilt Park will not be treated although the area near Roger Allen's house will be. Commissioner Bardwell explained that Roger Allen and his neighbors hired an independent company to treat the phragmites. She also questioned who would be responsible for a tree that fell on resident's property near a road in Vanderbilt Park. She stated the homeowner thought the remainder of the tree needs to be removed. If the road was certified then whose responsibility would it be to remove? Ziggy had also called Mike Hoagland regarding trees that had fallen from the storm. Mike Miller met with Pam Shook who confirmed there were two trees that had fallen. The Road Commission had already been there to remove the fallen trees. Mike Miller also stated we needed to revisit who will plow the uncertified portion

of the road prior to the winter season. The Road Commission plowed last year for a nominal fee.

Consent Agenda Resolution - None

New Business -

-Refilling of Vacant Circuit Court Administrator Position - Judge Gierhart explained the proposal for the candidate.

16-M-119

Motion by Bierlein, seconded by Kirkpatrick that per the request from the Chief Judge to lift the hiring freeze and concur with the hiring of the person identified in the July 13, 2016 memo from the Judge to the position of Circuit Court Administrator to replace the former Circuit Court Administrator effective August 1, 2016 at the rate of \$59,743.17 (Step 2). Motion Carried.

-Child Care Fund - October and November requests have been approved and December request is being processed.

-Courthouse Security - Judge Gierhart, Sheriff Teschendorf and Prosecutor Reene met regarding the security in the Courthouse in light of the Berrien County Courthouse incident. Judge Gierhart explained concerns that were discussed regarding security concerns. She has requested a security audit be completed by the State Court Administrator's Office.

16-M-120

Motion by Kirkpatrick, seconded by Young that the former Deputy Circuit Court Administrator wage/step schedule be eliminated. Motion Carried.

-Medical Care Facility Millage Transfer Request - Mike Hoagland explained the transfer request and what the funds will be used for.

16-M-121

Motion by Kirkpatrick, seconded by Trisch that the Medical Care Facility millage transfer request of \$139,208.99 from the voted to the general Medical Care Facility Fund be approved for the Items explained in the July 6, 2016 letter of request from the Facility Director. Motion Carried.

-Vehicle Policy Update - Mike Hoagland explained the changes within the policy.

16-M-122

Motion by Trisch, seconded by Young that the County Vehicle policy be amended with the changes identified in the revised July 13, 2016 policy. Motion Carried

-Commissioner Trisch questioned the availability of county cars to employees and the reason they are not being used. Matter discussed as to how to improve the usage of cars by employees.

-DEQ Scrap Tire Grant - Mike Miller provided an update on the grant.

16-M-123

Motion by Trisch, seconded by Bierlein that the Department of Environmental Quality \$10,000 grant for the collection and disposal of scrap tires be approved and all necessary signatures are authorized with no required match. Motion Carried.

Old Business - None

Correspondence/Resolutions -

-Air Advantage - Mike Hoagland updated the Board regarding the progress known in the court case.

-Signage at the Purdy Building and how can it be improved. Matter discussed.

-Child Care Fund progress has been made in processing payments due from the State.

-State Reimbursement - Mike Hoagland provided an update and Board discussed.

-ACA Reporting System - System is up and running.

-Animal Control - There has been an alleged animal abuse complaint and Jim Mattson is involved in the situation.

-Health Department Bonding - Mike Hoagland updated the Board.

-CGI Communications - Introduction Video has been placed on the county website. Project is underway.

-Equalization Director Interviews - There were 2 applications received.

-Mid-year Financial Year - Mike Hoagland is working on preparing a presentation for the Board

-Labor Negotiations - Closed Session will be scheduled for August 11th.

-Air Conditioning at the Sheriff's Department - Mike Miller updated the Board regarding installing air conditioning in the B-wing room that the nurse uses and in the Sargent's offices. Newton Johnson provided a quote of \$3,232.00 to install air conditioning. The quote does not include electrical work needed or roof installation. Mike is projecting the total cost to be approximately \$4,000.00. The Undersheriff explained there is money available in his budget from the special revenue account IC Solutions. Undersheriff Skrent explained the request and the need to have the air conditioner installed.

16-M-124

Motion by Bierlein, seconded by Young that the Building and Grounds Director is pre-approved to spend up to \$4,500.00 from the IC Solutions fund for air conditioning upgrades to be made at the Jail after the proper bidding procedure has taken place. Motion Carried.

COMMISSIONER LIAISON COMMITTEE REPORTSBIERLEIN - no updates

Genesee Shiawassee Thumb Works
Human Development Commission (HDC)
Tuscola 2020
Recycling Advisory Committee
Local Emergency Planning Committee (LEPC)
Great Start Collaborative Council
Local Unit of Government Activity Report
MAC Board of Directors - Update provided on conference.
Human Services Collaborative Council
Region VI Economic Development Planning
MAC Judiciary Committee

TRISCH

Board of Health
Planning Commission
Economic Development Corp/Brownfield Redevelopment
Local Unit of Government Activity Report
Animal Control - Will gather information regarding above mentioned animal abuse case.
Solid Waste Management - Close to completion

KIRKPATRICK

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison - Purchase Agreement is being reviewed.
Land Acquisition - Spoke to Jim McLoskey regarding the acquisition.
MI Renewable Energy Coalition
MEMS All Hazards - National Night Out will be held on August 4th.
MAC-Environment Energy Land Use
Cass River Greenways Pathway - Cleanup scheduled for July 23rd. Group will be meeting at Chippewa Landing.
Local Unit of Government Activity Report - Update provided on Millington Downtown growth.
Tuscola In Sync
NACO- Energy, Environment & Land Use
Genesee Shiawassee Thumb Works
Jail Planning Committee

YOUNG

Dispatch Authority Board - No July meeting

County Road Commission - Meeting today.

Board of Public Works

Senior Services Advisory Council

Mid-Michigan Mosquito Control Advisory Committee - Update provided.

Saginaw Bay Coastal Initiative - Meeting upcoming.

Parks & Recreation

Local Unit of Government Activity Report - Went to Shiawassee County to explore other ways to fund EDC. Attended Elkland Township Meeting.

MAC Economic Development & Taxation Committee - No July meeting.

BARDWELL

Economic Development Corp/Brownfield Redevelopment

Caro DDA/TIFA - Roof being replaced at Atwood Park. Concerts in the Park have been very successful with approximately 100 people in attendance each week. Update provided on the Peer Center.

MAC Economic Development/Taxation

MAC 7th District

Local Unit of Government Activity Report - Update provided on wind turbines to be placed in Ellington Township. Nick Buggia from Representative Canfield's office requested to be placed on the agenda for August 28th.

TRIAD

Human Services Collaborative Council

Behavioral Health Systems Board

Closed Session - None

Other Business as Necessary - None

Extended Public Comment -

-John Bishop - Living Waters Church hosted a Meet the Candidates evening although it was not well attended. Update provided regarding the meeting.

Meeting adjourned at 9:05 a.m.

Jodi Fetting
Tuscola County Clerk

Statutory Finance Committee Minutes
July 14, 2016
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 9:06 a m

Commissioners Present: Young, Bardwell, Trisch, Kirkpatrick, Bierlein

Commissioners Absent: None

Also Present: Mike Hoagland, Clerk Jodi Fetting, Tisha Jones, Nancy Barrios, John Sauber,
Mike Miller

Claims and Per Diems were reviewed and approved.

Public Comment - None

Meeting adjourned at 9:09 a.m.

Jodi Fetting
Tuscola County Clerk

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COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 1st day of August, 2016 at 8:00 a.m. local time.

COMMISSIONERS PRESENT:

COMMISSIONERS ABSENT:

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 7/25/16

Description of Matter: Move that the revised Capital Advantage Lease (New County Telephone System) be approved with the change to quarterly instead of monthly lease/purchase payments. Also, all appropriate signatures are authorized.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 7/25/16

Description of Matter: Move that the July 18, 2016 letter of resignation from Marianne Daily in the County Equalization Department be received and placed on file.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 7/25/16

Description of Matter: Move that the County hiring freeze be temporarily lifted and authorization be given to post and advertise to refill the vacant appraiser position created by the resignation of Marianne Daily.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 7/25/16

Description of Matter: Move per the request of the Chief Judge to approve the proposal from Dave's Glass LLC for security improvements to certain doors in the Courthouse to control access to parts of the building while also enabling required building entrance and exit ability. Also, the 2016 Capital Improvement Budget be amended by \$5,000 for said security improvements.

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

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk

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.

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

YES: _____

NO: _____
ABSTAIN: _____

The resolution was declared adopted.

STATE OF MICHIGAN)
)ss.
COUNTY OF TUSCOLA)

CERTIFICATION

The undersigned, being the Clerk of the County of Tuscola, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the County of Tuscola Board of Commissioners at its _____ meeting held on the _____ day of _____, 2016, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

COUNTY CLERK

DATED: _____, 2016

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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 Section 518 of 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

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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 Section 518 of 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]

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OFFER TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land (the "Property") situated in the Township of Almer, County of Tuscola, and State of Michigan described as follows:

Twenty-Five (25) acres irregularly shaped located in Section 34, Town 13 North, Range 9 East, Almer Township, Tuscola County, Michigan approximately as depicted on the attached aerial photograph. The exact description will be determined by a survey to be obtained by Purchaser, subject to Seller's review and approval.

The sale shall include all improvements and appurtenances, if any, now of the Property. Purchaser shall pay Seller the sum of **Two Hundred Ten Thousand (\$210,000.00) Dollars** for the Property, subject to the existing building and use restrictions, easements, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY SALE ON LAND CONTRACT. Payment of the sum of Seventy (\$70,000.00) Dollars and the execution of a Land Contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within two (2) years from the date of the contract in yearly installments of not less than Seventy Thousand (\$70,000.00) Dollars each. The parties will sign the Land Contract, a copy of which is attached as Exhibit A, at the closing.

2. **EVIDENCE OF TITLE.** As evidence of title, Seller agrees to furnish Purchaser as soon as possible a commitment ("Commitment") for an owners policy of title insurance to be issued at the closing in the amount of the purchase price.

3. **TIME OF CLOSING.** If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within thirty (30) days after delivery of the Commitment to Purchaser, subject to all contingencies of this Offer to Purchase Real Estate. In the event of default by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

4. **SELLER'S DEFAULT.** In the event of default by the Seller hereunder, the Purchaser may, at its option and as its sole remedy, elect to either specifically (i) enforce the terms hereof, or (ii) demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

5. **TITLE OBJECTIONS.** If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if it is unable or unwilling to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within ten (10) days of written notification thereof. If the Seller is unable or unwilling to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

6. **POSSESSION.** The Seller shall deliver and the Purchaser shall accept possession of the Property, subject to rights of a tenant currently farming the Property under a written farming lease. If the Seller occupies the Property, it shall be vacated on or before closing, subject to the rights of the farming tenant. Seller reserves the right to continue leasing the Property for farming purposes, and keep the rent from such leasing, subject to the terms and conditions contained in the attached Agreement Regarding Use of the Property Pending Construction which is made a part hereof. This Agreement will be signed at the closing and will survive the payoff of the Land Contract and not be merged into the deed given pursuant to the Land Contract.

7. **DEPOSIT.** A deposit of Five Thousand (\$5,000.00) Dollars shall be held by seller and applied to the purchase price if the sale is consummated.

8. **SURVEY.** This agreement is contingent upon Purchaser obtaining a survey showing accurate boundaries and adequate property description. Said survey shall be at Purchaser's cost. The legal description of the Property is subject to Seller's review and approval. Purchaser shall deliver a copy of the survey to Seller within thirty (30) days of the date the last party signs this agreement (the "Effective Date").

9. **UTILITY CONTINGENCY.** This agreement is contingent upon Purchaser determining to its satisfaction that there are adequate utilities available to the Property, including, but not limited to, electrical power, natural gas, water, and sewer. Purchaser shall have thirty (30) days after the Effective Date to determine whether adequate utilities exist. In the event Purchaser is unable to determine that there are adequate utilities available to the Property, Purchaser may cancel this agreement and receive a full refund of its deposit. Failure of Purchaser to notify Seller that the utilities are not satisfactory to Purchaser within thirty (30) days of the Effective Date will be deemed to be a waiver of this contingency.

10. **ACCESS EASEMENT.** The Land Contract (and subsequent deed upon payment of the Land Contract) will provide for an access easement over and across the Property to maintain, operate, repair and replace the guy wires, anchors, fencing, gates and other equipment on the Property related to the so-called 911 Dispatch Tower which is located north of the Property. The legal description for this easement will be provided in the survey to be obtained by the Purchaser. The easement will contain language requiring Seller to restore the property in the easement following use to the condition existing prior to use.

11. **BINDING EFFECT.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. The rights and obligations of the parties under this agreement may not be assigned by either party.

12. **COMPUTATION OF TIME.** All periods of time referred to in this agreement shall include all Saturdays, Sundays and state or national holidays; PROVIDED, HOWEVER, that if the date or last day to perform any act or give any notice with respect to this agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice shall be timely performed if given on the next succeeding day which is not a Saturday, Sunday, state or national holiday.

13. **COUNTERPARTS.** This agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The signature page from one or more counterparts may be detached and reattached to any

other executed counterparts of this agreement.

14. **FACSIMILE SIGNATURES**. The parties agree that facsimile or scanned electronic signatures shall be considered the same as an original signature for all purposes under this agreement.

15. **NO BROKERS**. Each party represents to the other that there is no real estate broker or other person that will be entitled to a commission if the sale and purchase contemplated by this agreement is consummated.

16. **SEVERABILITY**. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. **CAPTIONS**. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of the agreement or the intent of any provision thereof, and shall not be used in construing the meaning of any term or provision of this agreement.

18. **MEMORANDUM OF LAND CONTRACT**. At the closing, the parties will execute and deliver to one another a Memorandum of Land Contract which will be recorded at Purchaser's expense in the Tuscola County Records.

By the execution of this instrument the Purchaser acknowledges **THAT HE HAS EXAMINED THE ABOVE DESCRIBED PROPERTY** and is satisfied with its condition acknowledges the receipt of a copy of this offer.

Tuscola County Medical Care Facility, Purchaser
By: Douglas Hall, Board Member
Tuscola County Department of Health and Human Services

Dated: _____, 2016

Address: 1285 Cleaver Road
Caro, Michigan 48723

ACCEPTANCE OF OFFER

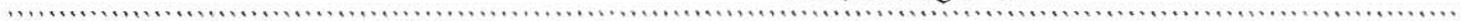
To the Above Named Purchaser:

The foregoing offer is accepted in accordance with the terms stated.

Tuscola County, Michigan, Seller
By: Thom Bardwell, Chairperson
Tuscola County Board of Commissioners

Dated: _____, 2016

Address: 125 West Lincoln Street
Caro, Michigan 48723



LAND CONTRACT

THIS CONTRACT (the "Contract"), made this _____ day of _____, 2016 between TUSCOLA COUNTY by Tuscola County Board of Commissioners, whose address is 125 West Lincoln Street, Caro, Michigan 48723 (the "Seller") and TUSCOLA COUNTY MEDICAL CARE FACILITY by Tuscola County Department of Health and Human Services, a Michigan public body corporate, whose address is 1285 Cleaver Road, Caro, Michigan 48723 (the "Purchaser").

WITNESSETH:

I. THE SELLER AGREES AS FOLLOWS:

(a) To sell and convey to the Purchaser, land in the Township of Almer, County of Tuscola, State of Michigan, described on the attached Exhibit A (the "Premises"), together with all tenements, hereditaments, improvements and appurtenances, if any, now on the Premises, subject to all applicable reservations, building and use restrictions, rights of the public in any portion used as a road and easements, if any, affecting the Premises. Seller further reserves unto itself, its successors and assigns, a perpetual access easement over and across the Premises to maintain, operate, repair and replace the guy wires, anchors, fencing, gates and other equipment on the Property related to the so-called 911 Dispatch Tower which is located north of the Premises. The legal description is more particularly described on the attached Exhibit B (the "Access Easement"). The Purchaser is obligated to restore the Access Easement to its pre-use condition after each access.

(b) That the consideration for the sale of the above described Premises to the Purchaser is: Two Hundred Ten Thousand and 00/100 (\$210,000.00) Dollars, of which the sum of Seventy Thousand and 00/100 (\$70,000.00) Dollars has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of One Hundred Forty Thousand and 00/100 (\$140,000.00) Dollars is to be paid to the Seller within two (2) years from the date of Contract in annual installments of Seventy Thousand and 00/100 (\$70,000.00) Dollars each due on the anniversary date of Contract. Purchaser to have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this contract at any time before the same, by the terms hereof, becomes due and payable. There shall be no interest charged on the principal balance due on this Contract unless and until the occurrence of an Event of Default wherein interest shall begin to accrue on the then outstanding balance of this Contract at the rate of eight percent (8%) per annum until the entire remaining balance and interest have been paid.

(c) Upon receiving payment in full of all sums owing herein and the surrender of the duplicate of this Contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Covenant Deed conveying title to the Premises, subject to aforesaid restrictions and easements, including the Access Easement, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall

have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or its assigns

(d) To deliver to the Purchaser as evidence of title, a Policy of Title Insurance insuring Purchaser, the effective date of the policy to be the date of this Contract, and issued by _____.

2. THE PURCHASER AGREES AS FOLLOWS:

(a) To purchase the Premises and pay the Seller the sum aforesaid, with the interest thereon, as above provided.

(b) To use, maintain and occupy said Premises in accordance with any and all restrictions thereon.

(c) To keep the Premises in accordance with all police, sanitary, and other laws and regulations imposed by any governmental authority.

(d) To pay all taxes, assessments hereafter levied on the Premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof, also at all times to keep the buildings now or hereafter on the Premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

(e) That Purchaser has examined a Title Insurance Commitment issued by _____, Commitment No. _____, with an effective date of _____, 2016, covering the above described Premises, and is satisfied with the marketability of the title shown thereby. Purchaser has examined the Premises and is satisfied with the physical condition of the Premises, including but not limited to the physical condition of any structures thereon, if any. Purchaser accepts the Premises in its present "As-Is" condition and "With all Faults". Neither Seller, nor anyone acting on behalf of Seller, has made any representations or warranties about the condition of the Premises, or the improvements, if any, thereon, and Seller expressly disclaims any such warranties, either express or implied. After the date of this Contract, Seller shall have no responsibility or liability of any kind or nature to Purchaser or any other persons related to the condition of the Premises or any improvements thereon and Purchaser assumes responsibility for the condition of the Premises.

(f) To keep and maintain the Premises in as good condition as the date hereof, reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

(a) Intentionally omitted.

(b) Intentionally omitted.

(c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premium, or in the payment of the sums provided for herein, or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and Premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forth in paragraph 1(b) hereof.

(d) Purchaser shall not assign its interest under this Contract without the consent of the Seller, which consent may be withheld by Seller for any reason or for no reason.

(e) The Purchaser shall have the right to possession of the Premises from and after the date hereof, subject to the rights of a tenant currently farming the Premises under a written farming lease. Purchaser shall be entitled to retain possession of the Premises, subject to the rights of the tenants under the farm leases, only so long as there is no default on its part in carrying out the terms and conditions hereof. Seller reserves the right to continue leasing the Property for farming purposes, and keep the rent from such leasing, on the terms and conditions contained in a certain Agreement Regarding Use of the Property Pending Construction between Seller and Purchaser. This Agreement will survive the payoff of this Land Contract and will not be merged into the deed. In the event the Premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this Contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by Purchaser.

(f) If the Purchaser shall fail to perform this Contract or any part thereof (an "Event of Default"), the Seller immediately after such Event of Default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the Premises, together with additions and accretions thereto, and consider and treat the Purchaser as its tenant holding over without permission and may take immediate possession of the Premises, and the Purchaser and each and every other occupant remove and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid monies and other breaches of this Contract and shall declare forfeiture of this Contract to be effective fifteen (15) days after service, unless such money is paid and any other breaches of this Contract are cured within that time.

(g) Upon the occurrence of an Event of Default, and if such Event of Default continues for a period of forty-five (45) days or more, and the Seller desires to foreclose this Contract in equity, then the Seller shall have, at its option, the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

(h) Time shall be deemed to be of the essence of this Contract.

(i) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.

(j) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this Contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this Contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

(k) This Contract constitutes the entire agreement between the parties, and contains all agreements among the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. No change or modification of this Contract shall be valid unless the same is in writing and signed by the parties to this Contract.

(l) The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns, and successors of the respective parties.

(m) The Seller shall transfer to Purchaser five (5) property divisions in compliance with Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first above written.

SELLER:
TUSCOLA COUNTY
By Tuscola County Board of Commissioners

By: _____
Thom Bardwell, Chairperson

PURCHASER:
TUSCOLA COUNTY MEDICAL CARE FACILITY
By Tuscola County Department of Health
and Human Services

By: _____
Douglas Hall, Board Member

EXHIBIT A

Legal Description of Premises

EXHIBIT B

Legal Description of Access Easement

**AGREEMENT REGARDING USE OF REAL PROPERTY
PENDING CONSTRUCTION**

=====

This agreement ("Agreement") is between the **County of Tuscola**, a Michigan public body corporate (the "County") and the **Tuscola County Department of Health and Human Services, d/b/a Tuscola County Medical Care Facility**, a Michigan public body corporate ("TCMCF").

RECITALS

- A. Concurrently with signing of this Agreement, TCMCF is purchasing from the County real property described in the attached Exhibit "A" (the "Property") on a Land Contract (the "Land Contract").
- B. As part of the consideration for the sale of the Property to TCMCF, the County desires to continue leasing the Property for farming purposes until such time as TCMCF develops the Property by placing a building and other improvements on the Property, but in any event not for more than twenty (20) years.
- C. TCMCF does not object to the County leasing the Property for farming purposes with certain conditions.
- D. Each of the parties believes it to be in their best interest to enter into this Agreement to establish their respective rights and obligations concerning the farming of the Property.

NOW THEREFORE, the parties agree as follows:

- 1. The Recitals are incorporated herein and made a part hereof.
- 2. The County has entered into a farm lease for the 2016 - 2019 calendar years. Any future farm lease entered into by the County shall be on a yearly basis.
- 3. Beginning in calendar year 2019, the County shall be allowed to continue to lease the Property for farming purposes on such terms as the County may determine until the earlier of: (i) TCMCF gives written notice to the County of its intent to develop the Property and begin construction within six (6) months of the date of notice, or (ii) July 1, 2036, whichever occurs first. If TCMCF sends a notice to the County pursuant to this provision, and then fails to commence construction within said six (6) month period, the County's right to lease the Property for farming purposes shall be reinstated.
- 4. The County shall receive all rents from the farm lease.

5. The County shall not be allowed to lease the Property for any purpose other than farming activities. TCMCF shall not interfere with the rights of the tenant under the farm lease.
6. Beginning in 2019, prior to renewing the farm lease each year, the parties will discuss whether TCMCF intends to construct facilities on the Property during the ensuing calendar year.
7. Upon request, the County will provide TCMCF with a copy of any and all lease agreements regarding the Property.
8. The County shall hold TCMCF harmless from and against any and all liability, claims and damages, including, without limitation, injuries to persons and damage to property, as well as reasonable attorney fees and expenses, asserted against or incurred by TCMCF and arising out of the use of the Property for farming purposes.
9. Each party represents and warrants to the other party that this Agreement has been approved by the governing body of the party and is enforceable in accordance with its terms.
10. This Agreement shall be binding on the parties and their respective successors and assigns and shall run with the land. TCMCF shall advise any purchasers of the Property of this Agreement and any such purchaser shall take the Property together with and subject to the terms of this Agreement.
11. This Agreement shall not be amended except in writing signed by both parties and making specific reference to this Agreement.
12. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement.
13. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and mailed to the other party by first class mail, postage prepaid to the following addresses:

Tuscola County Medical Care Facility
Chairperson
Tuscola County Department of Health and Human Services
1285 Cleaver Road
Caro, Michigan 48723

Tuscola County, Michigan
Chairperson
Tuscola County Board of Commissioners
125 West Lincoln Street
Caro, Michigan 48723

14. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The signature page from one or more counterparts may be detached and reattached to any other executed counterparts of this Agreement.
15. The parties agree that facsimile or scanned electronic signatures shall be considered the same as an original signature for all purposes under this Agreement.

Dated: _____, 2016

Tuscola County
By: Thom Bardwell, Chairperson
Tuscola County Board of Commissioners

Dated: _____, 2016

Tuscola County Medical Care Facility
By: Douglas Hall, Authorized Board Member
Tuscola County Department of Health and
Human Services

TUSCOLA COUNTY SENIOR ADVISORY COUNCIL
JULY 18, 2016 AT THE MAYVILLE DINING CENTER

Meeting was called to order by Chairman Jerald Gamm at 11:00am
Pledge to the Flag was said by all

Minutes from the June 20, 2016 was read and approved. Motion made by Henry Wymore seconded by Sandra Williamson

Treasurer Report was read. Motion to approve Treasurer Report made by Sandra Williamson seconded by Connie Pliska

HDC Report was given by Shelly Schultz---

Total serving meals for the month of June was 13

593 meals served at dining center

7593 home delivered meals

Average donation for congregate meals was \$2.90

Home delivered meals was \$.58

Motion to accept HDC Report-made by Henry Wymore and seconded by Bill Sanders

New Business---

Jerry handed flyers to give to Business for Donations for the Senior Dinner Dance. He has a list of his contacts-also Barbara Dawson will cover the Millington Area

Sandra Williamson had fliers printed to hand out to advertise the Senior Dinner Dance

Also she had the tickets ready to be sold. There was 170 tickets printed and ready- Carolyn Wymore will be in charge of tickets. Jerry will contact board members to see what they have sold and will call Carolyn so she can give final count to Bill Sanders for the cater. Bill Sanders will need this by Sept 12. On tickets sold make sure names are on the back of tickets for the drawings.

NEXT MEETING is August 15, 2016 at the VASSAR MEAL SITE

Meeting adjourned

Those in attendance were- Henry and Carolyn Wymore, Sandra Williamson, William Sanders, Jerry Gamm, Connie Pliska, Eugene Davison, Shirley Hormel, Anthony and Caroline Scigel

June 30, 2016

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, June 30, 2016 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, and Mike Zwerk; County Highway Engineer Michele Zawerucha, Superintendent/Manager Jay Tuckey, Director of Finance/Secretary-Clerk Michael Tuckey.

Absent: Road Commissioners Julie Matuszak and Pat Sheridan.

Motion by Parsell seconded by Zwerk that the minutes of the June 16, 2016 regular meeting of the Board be approved. Zwerk, Parsell, Laurie --- Carried.

Payroll in the amount of \$89,878.35 and bills in the amount of \$260,285.62 covered by vouchers #16-31, #16-32, #16-33, and #HRA-36 were presented and audited.

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

Brief Public Comment Segment:

None.

Tuscola County Drain Commissioner Bob Mantey appeared before the Board to discuss another Wiscoggin Drain Project scheduled for the year 2017. Mr. Mantey explained the scope of the project, and is asking the Road Commission to partner with the project in order to fund the project. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Zwerk to approve that the Road Commission partner with the Tuscola County Drain Commission for funding the Wiscoggin Drain Project scheduled for the year 2017. Zwerk, Parsell, Laurie --- Carried.

Mr. Shane Kitchen appeared before the Board to discuss the Vassar Garage building. Mr. Kitchen presented to the Board plan drawings for the construction of a new building. After discussion, the Board accepted the plan drawings, and will further review the status of the Vassar Garage building.

Motion by Parsell seconded by Zwerk that bid item #64 for Vassar Township of the 2016 bituminous resurfacing bids be awarded to the low bidder, Astec Asphalt, Inc. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that bid items #18, #19, #20, #21 for Koylton Township of the 2016 Furnishing & Placing Crushed Limestone bids be awarded to the low bidder, Burroughs Materials. Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to accept the Letter of Retirement from Joe Male to be effective July 4, 2016. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell to approve the request from the Akron Township Board to change the Yield Sign to a Stop Sign at the railroad crossing on Sheridan Road south of Dickerson Road. Zwerk, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Zwerk to approve the request from Barry Bremer for an Excused Leave of Absence from August 17, 2016 through September 8, 2016, all in accordance with the Union Agreement. Zwerk, Parsell, Laurie --- Carried.

Motion by Zwerk seconded by Parsell that the meeting be adjourned at 10:50 A.M. Zwerk, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

Tuscola County Health Department

Board of Commissioners Monthly Report for July 2016

Prepared by: Gretchen Tenbusch, RN, MSA, Health Officer

Visit our website at www.tchd.us

Outcomes for the Month:

- The documents requesting that Ann Hepfer be approved as Health Officer upon my retirement in November has been submitted to the State. Awaiting a response.

Issues under consideration by the Local Health Department:

- The Health Department will be opening sealed bids at the BOH meeting on 7/15/16 for a three (3) year service period to perform audit service in accordance with GAAP.
- In July 2019, the base software (SQL 2008) for our Electronic Health Record will no longer be supported. As a result, no new patches, etc. will be received for the base software and it will no longer be HIPAA compliant. We are presently looking at a newer web based version of this EHR. We hosted a presentation of the new software, MyInsight, at TCHD for area Health Departments. It has been determined that there may be cost savings if multiple Health Departments share a base platform. We have requested preliminary costs involved.

Issues to be brought to Board of Commissioners:

- Phone meeting held with John Axe regarding Pension Bonding for TCHD. Mike Hoagland has been involved in the process. Mr. Axe recommends that the Letter of Intent to Bond for TCHD Pension Obligation be issued for \$4 million with the understanding that this is the first step and not binding. The Board of Health support the issuance of the letter of intent by the Board of Commissioners.

DRAFT
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

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 3 - Christine Trisch, District 5 - Matthew Bierlein

Absent: District 4 - Craig Kirkpatrick

Also Present: Mike Hoagland, Register John Bishop, Mike Miller, Nancy Barrios, John Axe, Gretchen Tenbusch, Debra Cook, Tisha Jones, Angela Daniels, Walt Schlichting, and Chief Deputy Clerk Cindy McKinney-Volz

Finance
Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

1. Health Department Potential New Hire Changes/Bonding for Retirement -

John Axe provided information on bonding for retirement at the Tuscola County Health Department. The resolution will allow notice to be placed in the paper. The notice will expire after 45 days then the next steps will be taken. Matter to be placed on the Consent Agenda.

1. Review of County Finances at Mid-Point of the Year - Mike Hoagland reviewed the information

1. CGI Video Production - Mike Hoagland will be videoing with CGI on August 3, 2016. Commissioner Trisch suggested touching on the various festivals held around the county.

1. Personal Property Tax Update - Mike Hoagland and Walt Schlichting provided an update.

1. Telephone System Lease/Purchase Payment Terms - Billing will be quarterly. Matter to be placed on the Consent Agenda.

1. Update Regarding Alternative Funding for Tuscola EDC - Tom Young visited Shiawassee County EDC to explore alternate funding options. EDC will continue to look for viable funding options.

Recessed at 8:49 a.m.
Reconvened at 8:56 a.m.

On-Going Finance

1. Jail Planning Committee - No date set for the next meeting.
2. Road Commission Legacy Cost - Mike Tuckey was contacted for an update.
3. Dispute Concerning Wind Turbine Assessing/Taxation - Mike Hoagland provided update.
4. Adult Probation Telephones - Per Mike Hoagland, Eean Lee is working on this project.
5. Child Care Fund Delayed State Payments - Two months are complete and waiting for payment from the State.
6. 4-H and Courts - Mike Hoagland provided update.
7. Financial Impact 17 Year Olds as Juvenile Change - Mike Hoagland will continue to monitor legislation.
8. County Health Insurance Renewal and Legally Required Proposals - Meeting on August 11, 2016.

Personnel

Committee Leader-Commissioner Trisch

Primary Personnel

1. **Equalization Department Director Replacement & Other Staffing Changes** - Marianne Daily will be resigning effective July 29, 2016. Walt Schlichting will be working with Erica Dibble on re-writing the job qualifications. Once completed, the position will be posted. The new director position pay scale will be discussed at the August 1, 2016 meeting.

On-Going Personnel - None

Building and Grounds
Committee Leader-Young

Primary Building and Grounds

1. **Jail Plumbing/Window Update** - Mike Miller expects a plan from the contractor in the next two weeks.
2. **Signage for County Buildings** - Mike Miller received a letter from a concerned citizen regarding building signage. Mike Hoagland will get with Eean Lee to provide building information on the county website.
3. **Courthouse Security Enhancement** - A proposal was received from Dave's Glass. Matter to be added to the Consent Agenda.
4. **Phragmites Grant Update** - Commissioner Young attended a meeting last week. There will be an informational meeting on August 16, 2016 at Akron Township from 6:00 PM - 8:00 PM. Private residents will have the opportunity to have their property sprayed at the DNR rate.
5. **Vanderbilt Park Resident Donation** - A resident contacted Commissioner Young regarding a donation to Vanderbilt Park.

On-Going Building and Grounds

1. Vanderbilt Park Grant Application – No new update. Signage and tree trimming are done.
2. Courthouse Stain Glass Window - Mike Miller contacted Adam Pavlik, waiting for an update.

Other Business as Necessary

1. **September MAC Conference** - Registration is open. The conference will start on Friday, September 16, 2016 until Sunday, September 18, 2016. They are going to try a weekend seminar this time to see if attendance improves.

Public Comment Period -

Register Bishop received the final bill on the shelving in the vault which came in under budget.

Meeting adjourned at 9:58 AM.

Cindy McKinney-Volz
Chief Deputy Clerk

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Thursday, July 28, 2016 8:28 AM
To: ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Thomas Young'
Cc: jfetting@tuscolacounty.org
Subject: RE: November Proposal Filing deadline

Commissioners

Thank you for staying on top of this important timeline. If any of the three millage renewal questions fail at the August 2, 2016 primary the Board can decide to request again. This action has to be taken at the August 11, 2016 Board of Commissioners meeting. The action would be to put any failed ballot question on for the November General election. If the request is approved the millage could still be levied and collected for 2017. If the request failed the levy could be made and no taxes could be collected for 2017.

Mike

From: Jodi Fetting [mailto:jfetting@tuscolacounty.org]
Sent: Thursday, July 28, 2016 7:56 AM
To: Mike Hoagland <mhoagland@tuscolacounty.org>
Subject: November Proposal Filing deadline

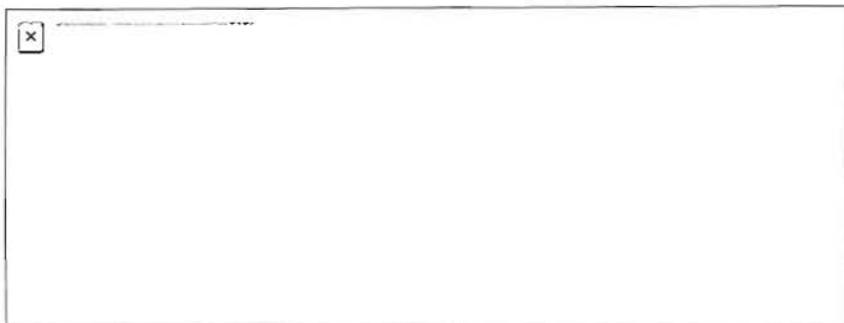
Good Morning,

I wanted to touch base with you regarding the filing deadline for the November ballot in case any of the county proposals fail.

The filing deadline is August 16, 2016.

The matter would need to be addressed at the COW on August 8th for Board decision on August 11th.

Have a great day,
Jodi



mhoagland@tuscolacounty.org

To: Mike Hoagland
Subject: FW: Mosquito Abatement Program

Fran

Thank you for the positive feedback. Credit goes to our program Director Kim Green and her excellent staff. Kim is a good leader who clearly understands the importance of operating efficient programs that get the job done. Kim also understands we work for you "the public" and we must do all we can to accommodate your needs while operating within budget limitations.

Again, thank you for your positive comments regarding the Tuscola County Mosquito Abatement program.

Mike

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

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

From: Fran Hiser [<mailto:fhiser726@gmail.com>]
Sent: Tuesday, July 26, 2016 8:44 PM
To: mhoagland@tuscolacounty.org
Subject: Mosquito Abatement Program

Dear Mike,

As a life long resident and tax payer in Tuscola County, I would like to express my opinion about the Mosquito Abatement Program. These men and women working for us have done an outstanding job! When the program first started, it seemed to have a rocky start and it was not a popular topic. But the wheels have turned and it has moved forward with great dedication and purpose.

This will be a first that I state I couldn't be happier that my taxes have been spent so wisely! (I said this was a first for me and probably for you too!).

When I call Mosquito Abatement, they are polite, helpful and always courteous. that is also the case when they come out to my residence. I am a benefactor of the "long driveway" program and while I may not see them, I hear the truck and know that they are "taking care of business." I live in the woods and during the summer months, it is a rare occasion that I can enjoy my outside deck. This year has been wonderful and I have spent more time outside and just enjoying "living in the woods."

Hats off to the dedicated people who run the program and also to the commissioners for hiring them!

Sincerely,

Fran Hiser
3365 Mertz Road
Caro, MI 48723
673-3801