

DRAFT – Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, September 14, 2015 – 7:30 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI
Finance

Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

1. Update Regarding Court Activities (Judges Gierhart and Thane)
2. Public Hearing - Solid Waste Management Amendment 8:30 A.M. (EDC- Vicky Sherry)
3. USGA 3D Elevation Grant Application (Drain Commissioner Mantey)
4. Resending Previous Agreement Regarding Denmark Water Project (See A)
5. Senior Millage Funds – Home Delivered Meal Needs (See B)
6. Medical Examiner System Update (See C)
7. MSU-e/4-H Millage Ballot Language (See D)
8. 2016 Budget Development
9. Draft Policy Regarding the Sale of Used County Equipment (See E)
10. Update Regarding Requested Adjustment in District Court Fees and Fines
11. Certification of County-Wide Cost Allocation Plan (See F)
12. 2015 General Fund Budget Amendment - Escrowed Funds (See G)
13. 2015 General Fund Budget amendment - Property Tax Revenue (See H)
14. County Information System Assistance with Tuscola Township Web Page (See I)
15. Purchase of Mosquito Abatement ULV Truck Mounted Sprayer (See J)

On-Going Finance

1. Multi-Year Financial Planning
2. Road Commission Legacy Cost (Schedule)
3. Tuscola County Community Foundation and Next Steps
4. MAC 7th District Meeting in Tuscola County

Personnel

Committee Leader-Commissioner Trisch

Primary Personnel

1. Mosquito Abatement Request to Change Part-Time Biologist to Full-Time (See K)
2. Mosquito Abatement Request to Change Office Position from Seasonal to Permanent Part-Time General Office Clerk (See L)

On-Going Personnel

1. DOL Proposes Rule Changes to Exempt Employees

Building and Grounds

Committee Leader-Commissioner Allen

Primary Building and Grounds

1. Parking Ordinance Development (See M)
2. Vanderbilt Park Grant Application Development
3. Request to Use Courthouse Lawn (See N)
4. Phragmites Grant Application Update (See O)
5. County Land Lease Agreement (See P)

On-Going Building and Grounds

Other Business as Necessary

1. Open House 9/24/15 Medical Care Small House Project
2. Waters of the United State Update (See Q)

Public Comment Period

mhoagland@tuscolacounty.org

From: Assistant to John Axe <johna@axelaw.com>
Sent: Wednesday, September 02, 2015 8:44 AM
To: mhoagland@tuscolacounty.org
Subject: Water Authority Agreement

Mike,

I have reviewed the original agreement dated 6/2//2012 between the Bloomfield Reese Water Authority, the Township of Denmark and the Tuscola Board of Public Works, as well as the proposed agreement to rescind the original agreement. I recommend that the County Board of Commissioners authorize the Board of Public Works to execute the proposed new Agreement.

John R. Axe

Kathie Ladd
Executive Assistant to John R. Axe
Axe & Ecklund, P.C.
21 Kercheval Avenue, Suite 355
Grosse Pointe Farms, MI 48236
Phone: (313) 884-9811
Fax: (313) 884-0626
Email: johna@axelaw.com

JOHN J. McQUILLAN P.L.C.
ATTORNEY AT LAW

708 CENTER AVENUE, SUITE 3
BAY CITY, MICHIGAN 48706-5975

TELEPHONE: (989) 894-2125
CELL PHONE: (989) 225-4920
FAX NO.: (989) 894-0945
E-mail: johnjmcquillan@att.net

August 27, 2015

Mr. Robert Mantey
Tuscola County Drain Commissioner
125 W. Lincoln Street
Caro, MI 48723

RECEIVED
AUG 31 2015
TUSCOLA COUNTY
DRAIN COMMISSIONER

Re: Denmark Township 2015 Water Project

Dear Mr. Mantey:

I am providing legal services to Denmark Township. It has recently concluded new financing for its 2015 water project.

The attorney for the Blumfield Reese Water Authority suggested it would be a good idea to have an agreement signed rescinding a prior agreement of June 1, 2012, between the Blumfield Reese Water Authority, Denmark Township, Gilford Township and the Tuscola County Board of Public Works. That agreement is enclosed which has been executed by representatives of those three entities.

It was suggested that I furnish this agreement to you to be executed by the appropriate representatives of the Tuscola County Board of Public Works.

After this agreement has been countersigned, please return an original signed copy to me for transmittal to Denmark Township, Gilford Township and the Blumfield Reese Water Authority.

If you have any questions regarding this matter, please contact me.

Very truly yours,

JOHN J. McQUILLAN P.L.C.

By: 
John J. McQuillan

JJM/rng
enclosure

cc: Charles Heinlein
Ronald Avery
David Meyer
James Stockmeyer

**AGREEMENT TO RESCIND WATER SUPPLY/PURCHASE/
MANAGEMENT AGREEMENT**

This Agreement is entered into this 13 day of August, 2015 by and between the **Blumfield Reese Water Authority**, a Michigan municipal corporation with offices located at 12810 E. Washington Road, Reese, Michigan 48757 (hereafter sometimes referred to as "BRWA"), the **Township of Denmark**, with offices located at 9386 W. Saginaw Road, Richville, MI 48758 (hereafter sometimes referred to as "Denmark") and the **Township of Gilford**, with offices located at 6232 W. Gilford Road, Gilford, MI 48736 (hereafter sometimes referred to as "Gilford"), both Michigan municipal corporations, and the **Tuscola County Board of Public Works**, with offices located at 125 W. Lincoln, Caro, Michigan 48723 (hereafter "Tuscola") a Michigan municipal corporation.

RECITALS

1. On June 1, 2012, the parties entered into a Water Supply/Purchase/Management Agreement.
2. Subsequent to the date of the Agreement, it was determined that the Tuscola County Board of Public Works would not finance the water main extension through issuance of municipal bonds and that Denmark Township would finance the project through the issuance of municipal bonds under a loan made or insured by the United States of America acting through the office of Rural Development of the United States Department of Agriculture.
3. The parties have agreed to cancel and rescind the June 1, 2012 agreement.

NOW THEREFORE, it is agreed as follows:

1. Rescission. The June 1, 2012 Blumfield Reese Water Authority/Denmark Township/Gilford Township Water Supply/Purchase/Management Agreement, is hereby rescinded and canceled in all respects.
2. Rescission not to Affect Existing Claims. By executing this Agreement, the parties do not intend to affect any claims which they may have against each other in connection with Tuscola's proposed financing of the water main extension project. Any such claims shall be resolved separately by the parties.

IN WITNESS, the parties hereto have executed this Agreement this 13 day of August, 2015.

BLUMFIELD REESE WATER
AUTHORITY

By: Ronald Avery
RONADD AVERY
Its: Chairman

By: Donald Hausbeck
DONALD HAUSBECK
Its: Secretary

STATE OF MICHIGAN)
COUNTY OF SAGINAW)ss

Acknowledged before me, a Notary Public this 13 day of August,
2015, by Ronald Avery, Chairman and Donald Hausbeck, Secretary on behalf of the
Blumfield Reese Water Authority, a Michigan municipal corporation.

SANDRA COBB
Notary Public, Tuscola County, MI
Acting In Saginaw County, MI
My Commission Expires: 09/06/2020

Sandra Cobb

, Notary Public
State of Michigan, County of: Saginaw
My Commission expires: Sept 06, 2020
Acting in the County of Saginaw

GILFORD TOWNSHIP

By: James Stockmeyer
James Stockmeyer

Its: Supervisor

By: Ruth Ann Spencer
Ruth Ann Spencer

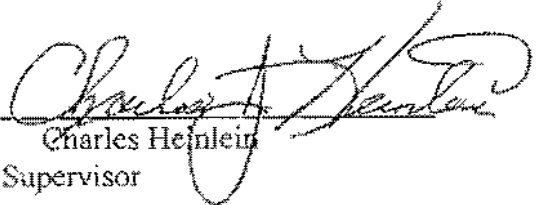
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF TUSCOLA)ss

Acknowledged before me, a Notary Public this 3rd day of August, 2015, by James Stockmeyer, Supervisor and Ruth Ann Spencer, Clerk on behalf of the Township of Gilford, a Michigan municipal corporation.

John J. McQuillan
John J. McQuillan Notary Public
State of Michigan, County of: Tuscola
My Commission expires: 4-28-2021
Acting in the County of Tuscola

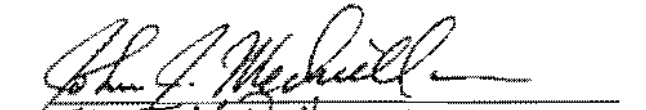
DENMARK TOWNSHIP

By: 
Charles Heinlein
Its: Supervisor

By: 
Nancy Heinlein
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF TUSCOLA)ss

Acknowledged before me, a Notary Public this 3rd day of August, 2015, by Charles Heinlein, Supervisor and Nancy Heinlein, Clerk on behalf of the Township of Denmark, a Michigan municipal corporation.


John D. McMillan, Notary Public
State of Michigan, County of: Tuscola
My Commission expires: 4-28-2021
Acting in the County of Tuscola

TUSCOLA COUNTY BOARD OF
PUBLIC WORKS

By: _____

Its:

By: _____

Its:

STATE OF MICHIGAN)
COUNTY OF TUSCOLA)ss

Acknowledged before me, a Notary Public this ____ day of _____,
201, by _____ and _____,
_____ on behalf of the Tuscola County Board of Public Works, a Michigan
municipal corporation.

_____, Notary Public
State of Michigan, County of: _____
My Commission expires: _____
Acting in the County of Tuscola

Prepared by:
DAVID B. MEYER (P23667)
200 St. Andrews Road
Saginaw MI 48638
(989) 792-9641

10

August 5, 2015
1:25 PM

BUDGET STATUS REPORT

Report Rbudsta2.rpt
64 of 113

Fund 297 VOTED SENIOR CITIZENS
Department 672 HUMAN DEV COMM

Tuscola County
Period Ending Date: July 31, 2015

Account Number Account Name	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received	2015	2016
Fund 297 VOTED SENIOR CITIZENS Fiscal Year 2015 Department 672 HUMAN DEV COMM Revenues								BFB	
672-402-000 CURRENT/DELINQUENT TAXES	281,065.63	287,254.00	287,254.00	0.00	286,490.60	763.40	99.73%	286,500	294,000
672-402-891 CURRENT TAX WIND REVENUE	18,245.67	36,718.00	36,718.00	0.00	36,841.27	-123.27	100.34%	36,842	55,000
672-655-000 INTEREST REVENUE	814.39	700.00	700.00	289.98	483.18	216.82	69.03%	900	1,000
Revenues Total	300,125.69	324,672.00	324,672.00	289.98	323,815.05	856.95	99.74%	324,142	350,000
Expenses									
672-700-010 HUMAN DEVELOPMENT COMMISSION	219,023.00	193,623.00	193,623.00	50,280.75	150,842.25	42,780.75	77.91%	193,623	193,623
672-700-020 EXTRA HOME DELIVERED MEALS	7,500.00	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00%	7,500	7,500
672-700-030 REGION VII AGENCY DUES	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00%	-	-
672-700-070 HDC VEHICLE MAINT/SUPPORT	3,500.00	3,500.00	3,500.00	875.00	2,625.00	875.00	75.00%	3,500	3,500
672-700-090 HDC SENIORS MISC. CARE	20,000.00	20,000.00	20,000.00	5,000.00	15,000.00	5,000.00	75.00%	20,000	20,000
672-700-150 VOLUNTEER MILEAGE	9,842.00	9,842.00	9,842.00	2,460.50	7,381.50	2,460.50	75.00%	9,842	9,842
672-707-000 SALARIES - PER DIEM	325.00	200.00	200.00	50.00	150.00	50.00	75.00%	250	250
672-715-000 F.I.C.A.	6.30	0.00	5.00	3.83	11.48	-6.48	229.60%	20	20
672-984-000 REFUNDS & REBATES	165.15	500.00	500.00	0.00	670.07	-170.07	134.01%	1,000	1,000
672-980-100 HDC REPLACEMENT FREEZER	0.00	0.00	13,000.00	0.00	13,000.00	0.00	100.00%	13,000	-
672-999-101 INDIRECT COSTS - SENIORS	0.00	1,507.00	0.00	0.00	0.00	0.00	0.00%	-	-
Expenses Total	260,361.45	244,172.00	248,170.00	58,670.08	189,680.30	68,489.70	76.43%		
HUMAN DEV COMM Dept Total	39,764.24	80,500.00	76,502.00	-58,380.10	134,134.75	-57,632.75	175.33%		
Department 673 HEALTH DEPT Expenses									
673-700-040 FLU SHOTS	539.66	3,000.00	3,000.00	0.00	78.00	2,922.00	2.60%	1,000	1,000
673-700-080 GERIATRIC PROGRAM	32,647.00	32,647.00	32,647.00	11,089.00	20,826.00	11,821.00	63.79%	32,647	33,340

BUDGET STATUS REPORT

Fund 297 VOTED SENIOR CITIZENS
Department 673 HEALTH DEPT

Tuscola County
Period Ending Date: July 31, 2015

Account Number	Account Name	Previous Actual	Current Year Appropriated Budget	Current Year Total Amended Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
673-200-120	OTHER	8,000.00	9,000.00	9,000.00	0.00	0.00	8,000.00	0.00%
	Expenses Total	42,186.55	44,547.80	44,547.86	11,059.00	20,904.00	23,743.00	45.82%
	HEALTH DEPT Dept Total	42,186.55	44,547.80	44,547.86	11,059.00	20,904.00	23,743.00	45.82%
Department 674 SENIOR CITIZENS OTHER Expenses								
674-200-030	REGIONal AGENCY DUES	3,402.00	0.00	3,500.00	0.00	3,402.00	98.00	97.20%
674-200-100	TRIAL	450.66	0.00	500.00	170.75	303.95	195.05	60.79%
674-202-000	SALARIES - PER DIEM	1,325.00	0.00	1,000.00	125.00	525.00	475.00	52.50%
674-215-000	FICA	19.18	0.00	20.00	9.56	40.17	-20.17	200.85%
674-261-000	TRAVEL	1,010.75	0.00	1,000.00	92.92	488.89	511.11	48.89%
674-261-000	ESCROW PORTION OF WIND REVENUE	0.00	0.00	6,325.00	0.00	0.00	6,325.00	0.00%
674-262-000	SENIOR BALL/FAIR-SENIOR ALLIANCE	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00%
674-262-000	SENIOR DINNER/DANCE-SR/ADVISORY	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
674-262-101	INDIRECT COSTS	1,345.00	0.00	1,507.00	376.75	1,130.25	376.75	75.18%
	Expenses Total	9,562.50	0.00	16,152.00	764.98	6,890.26	9,261.74	42.66%
SENIOR CITIZENS OTHER Dept Total		9,562.50	0.00	16,152.00	764.98	6,890.26	9,261.74	42.66%
Revenues Total		308,125.69	324,672.00	324,672.00	288.88	323,815.05	856.85	99.73%
Expenses Fund Total		312,136.71	288,319.00	308,955.00	79,524.06	217,474.55	\$1,456.44	70.30%
Net (Rev/Exp)		-12,005.02	35,853.00	15,717.00	-79,234.06	105,340.49	-90,637.49	
Beginning/Adjusted Balance		27,162.68	YTD Revenues 323,815.05	YTD Expenses 217,474.98	Current Fund Balance 123,603.17			

EFB
57041
114,494

2015
2016

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9,000

3,500
3,500

500
500

100
1,000

100
1,000

6625
1,000

1,000
1,000

1,000
1,000

1,507
1,747

1,000
1,000

300,889
295,547



mhoagland@tuscolacounty.org

From: bushru@msu.edu
Sent: Monday, August 31, 2015 3:45 PM
To: mhoagland@tuscolacounty.org
Subject: RE: MEIs

Thank you. Will do.

RBushMD

Quoting "mhoagland@tuscolacounty.org" <mhoagland@tuscolacounty.org>:

> Dr. Bush

>

> Thank you for the update. Other than the iPADS there is no additional
> cost to have two more MEIs in the pool. MEI are paid \$150 per case.
> Your MEI budget for 2015 was \$18,000 but current trends show actual
> expenditures much lower estimated at \$8,000. For 2016, I would
> suggest splitting the difference between 2015 budget and projected
> actual and request \$13,000 to \$14,000.

>

> I believe you should submit your budget with the cost of 2 more iPADS.
> I will update the board at their next.

>

> Mike

>

> -----Original Message-----

> From: bushru@msu.edu [mailto:bushru@msu.edu]
> Sent: Monday, August 31, 2015 12:47 PM
> To: mhoagland@tuscolacounty.org
> Subject: MEIs

>

> Mike,

> I'm having some issues with keeping all the MEIs healthy and
> available. Tom has had a stroke and recent surgery, Mark has had his
> shoulder operated on, Nancy goes to Florida several times/year, Mira
> isn't always available due to her job as is Mark not available since
> working in Sanilac too. John is either working or gone a significant
> amount of time. I suspect the winter will be the worst time when a
> couple of them will be gone south for a month or two at a time. I
> would like to add two new folks that will need minimum training, both
> have both law enforcement background and EMS past work experience. One
> lives in Mayville, the other in Frankenmuth area but both indicate reasonably quick response to
> most anyplace in the county.

>

> I will need two additional iPADS and supply bags but the total number
> of calls will not change significantly so don't expect great increase
> in any other expenses other than what would be at the "employee" level

> for them insurance wise. We already have all supplies except the iPads
> and the duty bag, the iPADS being the only significant expense.
>
> I'm in the process of doing the budget worksheet. Should I go ahead
> and add them into it with two added iPADS? What do I use for
> estimating their 'Salaries' and Workers compensation' on my worksheet?
> Do we have to get BOC approval ahead?

> RBushMD

>

> --

> Russell L. Bush, MD, MPH

> ***

> "To be a jedi is to face the truth, and choose. Give off light, or
> darkness, [Padewan]. Be the candle, or be the night." Yoda

>

>

>

--

Russell L. Bush, MD, MPH

"To be a jedi is to face the truth, and choose. Give off light, or darkness, [Padewan]. Be the candle, or be the night." Yoda

From: Erica Dibble <edibble@tuscolacounty.org>
Sent: Monday, August 31, 2015 3:29 PM
To: Mike Hoagland
Cc: Kathy O'Dell
Subject: Additional MESI Request

Mike-

Please add this to the agenda for the next Committee of the Whole meeting on 9/14/15. Please see the request from the Medical Examiner below to add 2 additional Medical Examiner Special Investigators (MESI) to the pool of part time employees that are on call. These are part time employees that are paid a flat rate per call and are paid hourly for training. This request is to strengthen the pool of qualified individuals and to increase coverage and ease the burden of the other 5 MESI, when some are unavailable. Each employee would be required to successfully pass a background check, physical and drug test prior to employment.

Thank you,

Erica

----- Forwarded message -----

From: Kathy O'Dell <kodell@tchd.us>
Date: Mon, Aug 31, 2015 at 12:51 PM
Subject: MESI candidates
To: Erica Dibble <edibble@tuscolacounty.org>

Hi Erica,

Dr. Bush met with a couple of people recently to get some information on their background for possible Medical Examiner Special Investigators (MESI). We have issues with some of our current 5 MESI not being available during long periods of time (especially in the winter months) and Dr. Bush thought if we could get a couple more folks on the team it might resolve this issue. We got the names from Phil Petzold of MMR through an inquiry our office made with the Under Sheriff, Glen Skrent. I know these MESI are hired part-time through the County so I am attaching their resumes for you to review. If I remember correctly, the Sheriff's Dept. does the background check and your office would handle the hiring process. If this isn't correct please let me know what I need to do on my end to get this done. Thank you.

Kathy O'Dell

Administrative Services Coordinator

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Friday, September 04, 2015 11:07 AM
To: Joseph Bixler; ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Subject: FW: March Election May be Off

Commissioner

The inability to hold the MSU-e/4-H millage vote at the March Presidential election is unfortunate. This situation complicates matters because there are three millage renewals and the new MSU-e/4-H millage (*Primary Roads, Bridges and Recycling – technically recycling could be voted in 2017 but a special election would be required*). Voting for four millage questions on the same ballot even though three are renewals could impact passage of the new MSU-e/4-H millage. Possible alternative approaches for discussion include:

1. Attempt to change the law so counties can again vote in February (March Presidential) as schools can.
2. Conduct the MSU-e/4-H election at a special election in May and pay the costs for this election.
3. Ask for approval of the three renewals and the new MSU-e/4-H millage in August and if any fail put them back on for a vote in November. (*The November general election is the latest a millage can be approved and levied for the next year.*)
4. Ask for the new MSU-e/4-H millage in August and the three renewals in November – if any of the renewals fail in November funds for 2016 cannot be levied.

Mike

From: mhoagland@tuscolacounty.org [mailto:mhoagland@tuscolacounty.org]
Sent: Thursday, August 27, 2015 1:38 PM
To: Joseph Bixler <bixlerj@anr.msu.edu>
Cc: jfetting@tuscolacounty.org; ctrisch@tuscolacounty.org; 'Bardwell Thom' <bardwellthomas1@gmail.com>; 'Bierlein Matthew' <mbierlein@tuscolacounty.org>; 'Kirkpatrick Craig' <ckirkpatrick@tuscolacounty.org>; 'Roger Allen' <beetman95@yahoo.com>
Subject: March Election May be Off

Joe

Another heads up. The County Clerk updated the Board and myself that the Director of Elections for the state has now explained that the county millage request cannot be placed on the March 2016 ballot. Ironically a school millage still could be voted in March. Do not ask me why a county request is different than a school funding request. We are still waiting on more details but if this holds true it may not be until the August primary of 2016 that a vote would be held. This delay has budgetary implications and implications on the time required to repay the general fund if the MSU-e millage passes. Maybe the law could be changed so we could hold the election in March. After all we are trying to capitalize on an existing election and avoid the cost of a special election. As I said at the meeting nothing seems to be able to be done simply by the state these days.

DRAFT FOR DISCUSSION ONLY**Policy Regarding Electronic Sale of County Assets**

The following is a suggested policy to sell county assets to capitalize on the large number of individuals that are reached through the internet. Also, this method provides for open competition. Additionally, this approach assists in reducing storage needs. Items may be sold electronically through the internet according to the following procedures:

1. The Building and Grounds Director (BGD) shall be notified of any item to be sold electronically. A picture of the items will also be forwarded along with an estimate of value. For items purchased with a value of \$5,000 or more, the Controller's office can assist in pricing based on depreciation from the original purchase price. Inquiry will be made by the Buildings and Grounds Director to other departments to determine if the department wants to use or in some cases purchase the item.
2. Specific information concerning the item to be sold will then be forwarded by the (BGD) to the Information Systems Director (ISD) who will electronically list the item for sale using programs such as but not limited to eBay and Craig's list. The item may also be listed and available for sale centrally on the county web page.
3. County employees must follow this process to purchase items.
4. All payment will be made by Electronic Funds Transfer (EFT) following a system established by the ISD. Cash transactions are allowed through the County Treasurer's Office. Proceeds for items sold that were originally purchased from special millage funds will be receipted into the respective special millage fund. Federal, State and local tax rules will be applied to the sale and payment submitted by the Controller Office to the state. Items shall be picked up at county offices but proof of purchase from the Treasurer's office shall be obtained before the item is removed from the grounds. Shipping is available at buyers cost.
5. Upon the sale the Controller's Office will be notified so the item can be removed from the fixed asset inventory.



**TUSCOLA COUNTY, MICHIGAN
COUNTY-WIDE COST ALLOCATION PLAN
CERTIFICATE OF INDIRECT COSTS**

This is to certify that I have reviewed the indirect cost plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this plan are for the fiscal year ending December 31, 2014 and are to establish billing or final indirect costs for the fiscal year beginning January 1, 2016, and are allowable in accordance with the requirement of the 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated.
- (2) All costs included in this plan are properly allocated to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the costs identified.

I declare that the foregoing is true and correct.

Tuscola County, Michigan

Signature: _____

Name of Official: _____

Title: _____

Date: _____



From: mhoagland@tuscolacounty.org
Sent: Wednesday, September 09, 2015 2:08 PM
To: ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Cc: Walt Schlichting (Walt Schlichting); Clayette Zechmeister (Clayette Zechmeister)
Subject: 2015 Budget Amendment for Escrowed Funds

Commissioners

The following is a recommended 2015 general fund (GF) budget amendment for escrowed funds:

Increase 2015 Budgeted Escrowed Funds for Pending NextEra Tax Payment Appeals

It is recommended that the amount of funds escrowed for 2015 be increased in case the county loses the on-going multiple year and multiple wind turbine project appeal filed by NextEra. A brief recap of events to date is as follows:

1. 2013 - NextEra missed the deadline to appeal the Gilford project tax payment so the county received the full amount of GF taxes
2. 2014 - NextEra appealed the second year Gilford project - the county escrowed \$150,000 in GF fund balance for that year
3. 2014 - NextEra did not appeal the first year of the Fairgrove project (and some surrounding townships) so the county received the full amount of taxes for that year - this project did not receive federal funds which was the crux of the NextEra argument for lower value and assessment
4. 2015 - NextEra appealed the third year Gilford project - \$70,000 in GF fund balance was escrowed for that year
5. 2015- Consumers Energy did not appeal their Columbia project (and some surrounding townships) which was completed in 2014
6. 2015 - The 2015 GF budget was prepared with only the third year of the Gilford project escrowed - it was later after the original budget was prepared NextEra decided to appeal the second year of the Fairgrove project even though they did not appeal the first year - the basis for this appeal is unknown
7. It is unknown when the Michigan Tax Tribunal will hear these appeals - until a decision is made funds need to continue to be escrowed on an annual basis for both the GF and Special millage funds

The recommendation is to amend the 2015 GF budget and increase the amount of escrowed funds to \$237,000 now that it has been determined that NextEra will appeal the second year of the Fairgrove and surrounding township wind turbine project tax payment. (When the 2015 GF budget was prepared it was understood that NextEra would not appeal the second year wind project in Fairgrove and certain surrounding townships because they did not appeal the first year.)

Mike

Michael R. Hoagland
Tuscola County Controller/Administrator

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Wednesday, September 09, 2015 2:10 PM
To: ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Cc: Walt Schlichting (Walt Schlichting); Clayette Zechmeister (Clayette Zechmeister)
Subject: 2015 Budget Amendment for Property Tax Revenue

Commissioners

The following is a recommended 2015 general fund (GF) budget amendment for property tax revenue:

Increase 2015 Budgeted GF Property Tax Revenue

In 2004, the property tax roll forward system was implement to fund state revenue sharing on a temporary basis. The change to the temporary roll forward system had to be made or state revenue sharing was going to be severely reduced or possibly eliminated. Property owners paid an additional payment in 2004 to create the roll forward fund to temporarily replace state revenue sharing. With the roll forward fund all GF property tax collections were changed from November to July. With a November GF tax payment timetable all current and delinquent taxes were collected in the and recorded in the next year. Property tax revenue was very predictable because millage times taxable value was accurate in budgeting revenue for the next year.

With the July timetable the situation becomes much more complicated and difficult to budget. Many factors now have to be estimated such as:

1. Following modified accrual auditing rules how much revenue will be recorded in which fiscal year.
2. How much of the delinquent taxes will become delinquent and how much will this paid and recorded in which fiscal year.

Earlier this year the original 2015 budgeted GF property tax revenue was reduced by \$85,000 in an attempt to refine projections. After additional discussions with the auditors and Equalization Director we now believe the best estimate should follow the original amount of \$5,724,000 and not the current amended amount of \$5,639,000.

The recommendation is to amend the 2015 GF budget and increase the amount of property tax revenue from \$5,639,000 to \$5,724,000.

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

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

mhoagland@tuscolacounty.org

From: Eean Lee <eean.lee@tuscolacounty.org>
Sent: Friday, September 04, 2015 4:15 PM
To: mhoagland@tuscolacounty.org
Subject: Re: FW: Tuscola Township Webpage Partnership

Mike,

I will not be able the committee meeting on the 14th as I'll be at a conference for MiGMIS (Michigan Government Management Information Sciences). I wanted to give an update to the board on this project.

This webpage redesign and support agreement is a great opportunity for us to help our locals and increase services the IS department offers. In working closely with Tuscola Township, I've provided a very affordable pricing model for redesign of their existing webpage and an annual support price for us to amend that page as they need.

This project can easily be handled by current IS staff and will not require additional labor. Current staffing will be able to maintain current levels of support through the rest of the county.

The process in which this new page is designed is a standard in the Technology Community and isn't proprietary to our department. This leaves flexibility and options for both parties as we don't become dependent on any single person. This is very similar to the process the IS department used to develop our own webpage.

The agreement is drafted intentionally with simple language so it's easy to understand, but clearly defines roles, expectations, responsibilities and pricing. Once the project is completed, the annual support can be terminated in 30 days with written notice if either party isn't satisfied with the service or support they are receiving.

I hope this effort pleases the board and is recognized as an attempt for the department to maintain is objective of increasing services offered. This also shows cooperation with our locals and hopefully builds very strong and positive relationships with them. With endorsement from the Commissioners, I'd like to forward the agreement to the Township for them to review and hopefully sign.

Please let me know via email if there are any questions. I'll be happy to address them immediately or when I return.

Thanks,

Eean Lee | Tuscola County | elee@tuscolacounty.org | www.tuscolacounty.org

On Wed, Sep 2, 2015 at 7:44 AM, mhoagland@tuscolacounty.org <mhoagland@tuscolacounty.org> wrote:

Eean

Nice work. This is the beginnings of a new service the county could provide to other local units of government inside and possibly outside of the county. With permission from Tuscola Township we will want to market the product for others to see. This may also lead to other technology the county could eventually provide plus continually strengthen our own web page.

From: Eean Lee [mailto:eean.lee@tuscolacounty.org]
Sent: Tuesday, September 01, 2015 3:55 PM
To: Mike Hoagland <mhoagland@tuscolacounty.org>
Subject: Tuscola Township Webpage Partnership

Mike,

Will you please share the attached agreement with Commissioner Kirkpatrick. It is a second draft of simple language to partner TCIS with Tuscola Township. I welcome any critiques or advice. Moreover, I'd like him to be aware of this as at some point it will be voted on at a Township Meeting.

Thanks Mike.

Eean Lee | Tuscola County | elee@tuscolacounty.org | www.tuscolacounty.org



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Kimberly Green, Director

To: Tuscola County Board of Commissioners
Michael Hoagland – County Controller/Administrator

From: Kimberly Green, Director

Date: September 14, 2015

Re: Request to purchase ULV

I would like to request permission to purchase a Guardian 190ES ULV
Truck Mounted Sprayer from Adapco.

Total: \$6,499.00

Funds for this purchase were budgeted for 2015 account #620-970-070.

Respectfully,

Kimberly Green, Director
Tuscola County Mosquito Abatement
1500 Press Drive
Caro, MI 48723
989-672-3748
kgreen@tucolacounty.org



ADAPCO™

INNOVATIVE MOSQUITO SOLUTIONS

DATE: 8/26/2015
Quotation #
Customer ID

ADAPCO is pleased to provide the following quotation to:

Quotation To: Kim Green

Quotation valid until: 12/31/2015

Prepared by:

VIA EMAIL:

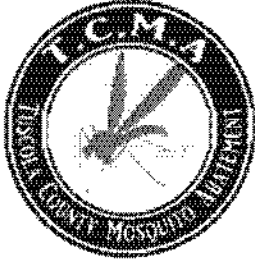
Comments or special instructions:

Description	Qty/gl	Unit Price
Used Guardian 190ES	1	\$6,499.00
Shipping		free

Should you have any questions or immediate needs, please contact me at 810-399-3266. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,

Brandon Selby



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Kimberly Green, Director

To: Tuscola County Board of Commissioners
Michael Hoagland – Controller/ Administrator

From: Kimberly Green, Director

Date: September 14, 2015

RE: Request to Hire Biologist

Since Rich's retirement in 2013, we have been getting by with a seasonal position in our biology department. This was accomplished due to the return of long time Biologist, Rich Colopy and two very experienced seasonal biology technicians.

Due to an accident and health issues both of these technicians have since had to leave. This left our biology department with only a part time Biologist and a college student with little training for the 2014 mosquito season.

For the 2015 season we recruited Gavin Greer, a young man that has worked for us as a seasonal technician for several years while attending college. Gavin has been serving as an intern in our biology department under Rich Colopy since early in the season. At this time Gavin is running the biology and lab operations with Rich observing. He is doing an excellent job and has far exceeded our expectations.

We have attempted to do things without a full time biologist and I feel for many reasons (see notes) that we need to return Biology to a full time position. At present I do not have anyone that is capable of running this program in my absence, I feel it is a necessity for this program to have someone that has the ability to step in if needed to allow operations to continue.

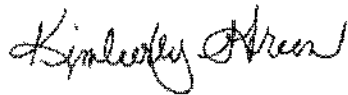
Rich will only be available for consultation after the 2015 season.
I am requesting the hiring of Gavin Greer as full time Biologist.

I am including a list of things that are accomplished with this move.

- Biology department is able to function properly during the season and produce necessary data for the annual reports.
- Biologist will be present to attend the Mosquito conferences that occur during the off season.
- Will have ability to learn mapping program during the off season in the case of my absence.
- Will have the ability to learn administration duties in case of absence.
- Will be able to properly prepare for the training and certification of new employees.
- Will be able to prepare the necessary permits to treat.
- Will bring us closer to the standard of the other mosquito districts.
Saginaw (full time employees 11) Bay (full time employees 7)
Midland (full time employees 5) Tuscola (full time employees 2).

This move to return the position of Biologist to full time can be paid for with funds that are currently in our budget.

Respectfully,



Kimberly Green, Director
Tuscola County Mosquito Abatement
1500 Press Drive
Caro, MI 48723
989-672-3748
kgreen@tuocolacounty.org



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Kimberly Green, Director

To: Tuscola County Board of Commissioners
Michael Hoagland – County Controller/Administrator

From: Kimberly Green, Director

Date: September 14, 2015

Re: Re-Classification of Office Position

Currently our office person is employed on a seasonal basis beginning in March through October 1st. We then pay unemployment benefits for a period of five months. With the help of our HR Director, we have found that it would be more efficient use of our funds to employ this person as a permanent part time General office clerk, as opposed to paying unemployment. This would increase our cost for this position approximately \$2000.00, however we would be utilizing her skills year round in lieu of paying unemployment. By working year round, she will be able to learn other important functions of Mosquito Abatement; including required annual reporting.

I would like to request re-classifying the current Office person position to General office clerk.

Respectfully,

Kimberly Green, Director
Tuscola County Mosquito Abatement
1500 Press Drive
Caro, MI 48723
989-672-3748
kgreen@tucolacounty.org

Office Position Rate through
9/30/15, General office clerk rate
10/1/15-12/31/15

240-620	Temporary W/unemployment	COMPARISION		1560 hours at General office clerk rate
	2015	2015	2015	2016
Salaries - PT/Temp 705-000	\$ 15,303.60	\$ 20,498.40	\$ 5,194.80	\$ 21,200.40
Work Comp 710-000	\$ 136.20	\$ 182.44	\$ 46.23	\$ 188.68
FICA 715-000	\$ 1,170.73	\$ 1,568.13	\$ 397.40	\$ 1,621.83
TOTAL WITHOUT UNEMPLOYMENT	\$ 16,610.53	\$ 22,248.96	\$ 5,638.44	\$ 23,010.91
Unemployment 719-000	\$ 3,494.00	\$ 434.00	\$ (3,060.00)	\$ 2,040.00
Total W/UNEMPLOYMENT	\$ 20,104.53	\$ 22,682.96	\$ 2,578.44	\$ 25,050.91

Unemployment paid in 2014	2372.4
Unemployment paid in 2015 for 2014	434
Unemployment based on estimated \$255/20 weeks	5100



mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Monday, August 31, 2015 11:27 AM
To: Mark Reene; Mark Reene; Robert McKay; Mike Miller (Mike Miller); ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Subject: FW: Park Ordinance
Attachments: Tuscola County Park Ordinance (S1264104).DOCX; Procedure for Adopting Park Ordinance (S1264124).PDF

Commissioners and Others

Attached is the requested draft park ordinance and procedures for adoption. I will schedule this for discussion at the Committee of the Whole meeting on September 14, 2015.

Mike

From: Clayton J. Johnson [mailto:CLAJOH@BraunKendrick.com]
Sent: Monday, August 31, 2015 10:56 AM
To: 'MHoagland@TuscolaCounty.org' <MHoagland@TuscolaCounty.org>
Subject: Park Ordinance

Hello Mike:

As we discussed, please find attached a draft of a proposed ordinance regarding County Park rules, specifically requiring payment of park fees. The language that I have prepared is a little broader than just enforcement of park fees, to include enforcement of some additional rules, which I would be happy to adjust as the Board may prefer. The statutory limit on the fine for a violation of the ordinance is \$500, but the draft reflects a fine of \$100 for the first violation and up to \$500 for subsequent offenses.

Also attached is a brief memorandum regarding the procedure for adopting the ordinance. Please feel free to contact us with any questions at all regarding the ordinance language or the procedural aspects.

Thank you,

Clay



BRAUN KENDRICK

CLAYTON J. JOHNSON
Attorney
Tel: 989.399.0606
Fax: 989.799.4666
Email: clajoh@braunkendrick.com

COUNTY OF TUSCOLA

Ordinance No. 2015-___

ORDINANCE GOVERNING ACTIVITIES AT ALL TUSCOLA COUNTY PARKS AND RECREATION AREAS

THE COUNTY OF TUSCOLA, STATE OF MICHIGAN, ORDAINS:

Section 1 - Purpose and Authority

The Tuscola County Board of Commissioners determines that it is necessary to consolidate the rules which regulate acts at all Tuscola County parks and recreation areas, specifically including Vanderbilt County Park and Campground, and to provide penalties for violation of the rules. MCL 46.11 authorizes the County Board of Commissioners to pass ordinances relating to County affairs. The Ordinance is intended to regulate the use of County parks and recreation areas and therefore comes under the authority granted within that statute.

Section 2 - Prohibitions

The following activities are prohibited at all County parks and recreation areas:

1. Littering or dumping.
2. Camping without prior payment of the applicable fee and display of an appropriate permit.
3. Parking upon the premises without prior payment of the applicable fee and display of an appropriate parking pass.
4. Defacing or destroying of park property, facilities, furnishings or equipment.
5. Any sound or noise generated by a group, person or device which is excessive or profane.
6. Interfering with, obstructing or disobeying park personnel when discharging their lawful duties.
7. Any other activities which are prohibited by such rules as may be posted from time to time in writing at the park under the authority of the County.

Section 3 - Special Rules

The following special rules apply:

1. The park shall be open during posted hours only.
2. Swimming is allowed in designated areas only.
3. Glass containers are not permitted on bathing beaches.
4. Fishing is permitted in designated areas only, if the appropriate Michigan license(s) is possessed.
5. All pets, when allowed, must be on a leash and must remain under the owner's immediate control at all times. Any dog or pet deemed by park personnel to be a public nuisance or danger shall be removed from the premises.
6. The Michigan Motor Vehicle code is applicable on all County park roadways, including posted speed limits.
7. All park patrons must purchase and display or show all required permits, receipts and passes.

8. Parking is allowed in designated spaces or areas only. Vehicles parked in roadways, fire lanes, connecting drives, or other designated areas may be fined and/or towed at owner's expense.
9. Deviations or exceptions to the mandates of this Ordinance may be granted only by special permission from the Tuscola County Parks and Recreation Commission.

Section 4 - Penalties

A person violating any of the terms of this Ordinance may be immediately evicted from the park and future park privileges may be suspended. Any violation of the provisions of this Ordinance is also a civil infraction, punishable by a civil fine of \$100.00 for the first offense and up to \$500.00 for second or subsequent offenses, plus court cost, subject to the provisions of MCL 46.10b and MCL 257.907.

Section 5 - Enforcement

All employees of the Tuscola County Parks and Recreation Department and all law enforcement officers in Tuscola County shall have the authority to issue civil infraction citations for any violation of this Ordinance. The County Prosecutor shall act as the prosecutorial arm for the enforcement of this Ordinance.

Section 6

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be declared a separate, distinct and independent provision, and such holdings shall not affect the validity of the remaining portion or provisions of this Ordinance.

Section 7 - Effective Date

This Ordinance shall take effect and be in force from and after the date when notice of the adoption is published in a newspaper of general circulation in the county.

This Ordinance is adopted by action of the County of Tuscola Board of Commissioners this ____ day of _____ 2015.

Chairperson
Tuscola County Board of Commissioners

CERTIFICATION

I, _____, Clerk of the County of Tuscola, do hereby certify that this is a true and correct copy of the Ordinance duly adopted by the County of Tuscola Board of Commissioners on the ____ day of _____ 2015.

Tuscola County Clerk

MEMORANDUM

TO: MIKE HOAGLAND
FROM: BRAUN KENDRICK FINKBEINER PLC
DATE: AUGUST 31, 2015
SUBJECT: TUSCOLA COUNTY / PROCEDURE TO ADOPT PARK ORDINANCE

The following procedures should be followed in order to adopt an ordinance regarding the County Park:

- **Vote to Adopt.** At a properly noticed public meeting of the board of Commissioners, the affirmative vote of the majority of the Board of Commissioners elected and serving is required in order to adopt the ordinance. MCL 46.11(j). The names and votes of members of the Board must be recorded. MCL 46.3a.
- **Certification of Ordinance.** Once adopted, the ordinance must be signed by the chairperson of the Board of Commissioners and certified by the clerk of the Board of Commissioners. MCL 46.11(j).
- **Publish Notice of Adoption in Newspaper.** The ordinance becomes effective when notice of the adoption is published in a newspaper of general circulation in Tuscola County. MCL 46.11(j).
- **Public's Right to Referendum.** Once notice of the adoption is published in the newspaper, the amended ordinance will be remain effective, unless a petition requesting that a public ballot be held as to whether the amendment should be approved or rejected is submitted to the Tuscola County Clerk within fifty (50) days after adoption of the ordinance. The petition must be signed by at least twenty percent (20%) of the County's registered voters. Once the petition is filed, the amendment ceases to be effective until approved by a majority vote of the electors. MCL 46.11(j).

mhoagland@tuscolacounty.org

From: dwk@centurytel.net
Sent: Monday, August 31, 2015 10:56 AM
To: renee@tuscolacounty.org; mhoagland@tuscolacounty.org
Subject: Request for permit to hold public rosary on court house grounds.

I would like to apply for a one day permit to hold a public rosary for Lady of Fatima national rosary day on October 10, 2015 at noon until 2 pm. We will make sure area is picked up and clean as found. Would like to use main sidewalk in front of court house for this event.

Thanks
Dave Kolacz



mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Tuesday, September 08, 2015 4:25 PM
To: 'Laura Ogar'; erik.palm@mi.nacdn.net; 'Tom Foret'; 'Tuscola Co. Brd of Commissioners -Michael Hoagland'; 'Heather Shaw'; 'Trevor Edmonds'; 'Richard G. Hall'; serickson@tuscolaedc.org; 'Heise, Jeremiah (DNR)'
Cc: 'Michelle Vanderhaar'; 'Tom Hickner'; 'Ernie Krygier'; 'Robert Redmond'; lutzbrothers@charter.net; 'Mike Duranczyk'; 'Mary A Kulis'; ctrisch@tuscolacounty.org; 'Bardwell Thom'; 'Bierlein Matthew'; 'Kirkpatrick Craig'; 'Roger Allen'
Subject: RE: Restoration of Inner Saginaw Bay Coastal Ecosystems and Community Socio-Cultural Connections through Phragmites Treatment, Control, and Sustainable Long-Term Eradication

Laura

Thank you..... to you and the entire team for all your work.....appears we have a great chance for funding with the full application.....

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: Laura Ogar [mailto:OgarL@baycounty.net]
Sent: Tuesday, September 08, 2015 1:29 PM
To: erik.palm@mi.nacdn.net; Tom Foret <tforet@hamptonmi.net>; Tuscola Co. Brd of Commissioners -Michael Hoagland <mhoagland@tuscolacounty.org>; Heather Shaw <HShaw@sagchip.org>; Trevor Edmonds <trevor@sblc-mi.org>; Richard G. Hall (rick.hall@cmsenergy.com) <rick.hall@cmsenergy.com>; serickson@tuscolaedc.org; Heise, Jeremiah (DNR) <HeiseJ1@michigan.gov>
Cc: Michelle Vanderhaar <Michelle_Vanderhaar@fws.gov>; Tom Hickner <HicknerT@baycounty.net>; Ernie Krygier <erniekrygierservice@hotmail.com>; Robert Redmond <RedmondR@baycounty.net>; lutzbrothers@charter.net; Mike Duranczyk <baycounty1st@aol.com>; Mary A Kulis (mary.kulis@cmsenergy.com) <mary.kulis@cmsenergy.com>
Subject: FW: Restoration of Inner Saginaw Bay Coastal Ecosystems and Community Socio-Cultural Connections through Phragmites Treatment, Control, and Sustainable Long-Term Eradication

Good news !

We were invited by the State review team to submit a full proposal, and they have provided helpful comments for us to more fully develop the project proposal. I am attaching a copy of the Proposal in Word so we all can review the project

as proposed and start to consider how we will incorporate the agency comments provided. I envision we will need to have a meeting soon to update the proposal, and will let Erik Palm the Cooperative Invasive Species Management Area Coordinator (CISMA) schedule this meeting as he will need time to reflect on the comments in consideration of drafting the first revision.

A Special Thank You goes out to Consumers Energy (Mary and Rick, and others) who graciously allowed for the cost of their own Phragmites work to be reflected in the project – as a project partner, and these costs have been as considered towards our local match contribution – again, thank you. We will include you on all future project email but the only further action item for you Rick would be to keep track of your costs and time etc spent on Phragmites. We will need to get a copy of the cost tracking to show as match, and any costs you spend now (after this 2015 pre-proposal) may qualify.

A couple things to keep in mind:

- 1). **The Full Proposal is due October 30, 2015** – so we have some time but we can't delay and need to get the update actively underway.
- 2). This is proposed to be a two year project, to run from April 2016 through October, 2017. The start date is based on when DNR says the funding should be available.
- 3). I will forward a copy of the proposed acreages and treatment areas considered under a separate email... much of the designated proposed Treatment areas' are based on the conversations..with the Saginaw Chippewa Tribe, Hampton Township for their frontage, SBLC along with DNR and Tuscola Co. ... and some of it, at least in Tuscola was fluid for the actual acreage at the preferred location(s). We have proposed treating 894 acres, and most of that is in the Hampton Township frontage area – at public access locations.

Laura Ogar, Bay County Director
Environmental Affairs and Community Development
Bay County Building
515 Center Avenue, Suite 500
Bay City, Michigan 48708
T 989-895-4135
F 989-895-4068
ogarl@baycounty.net

From: Frayre, Kammy (DNR) [<mailto:FrayreK1@michigan.gov>]

Sent: Tuesday, September 01, 2015 2:49 PM

To: Laura Ogar

Subject: Restoration of Inner Saginaw Bay Coastal Ecosystems and Community Socio-Cultural Connections through Phragmites Treatment, Control, and Sustainable Long-Term Eradication

Good Afternoon,

A full application for the Restoration of Inner Saginaw Bay Coastal Ecosystems and Community Socio-Cultural Connections through Phragmites Treatment, Control, and Sustainable Long-Term Eradication project submitted for the 2015 Michigan Invasive Species Grant Program (MISGP) is requested for review. Full applications, as described in the [2015 Michigan Invasive Species Grant Program Handbook](#), are due by 3:00 p.m. on **October 30, 2015**. The MISGP full proposal application form can be found at www.michigan.gov/dnr-grants. Scroll down and select Invasive Species Grant Program, then in the Application Information drop down menu, select: MISGP Full Proposal Application. The application should be returned as an .xls file with an electronic signature. If you do not have an electronic signature, please print the signature page, sign, then scan and upload separately.

Fifty-five project pre-proposals, totaling \$9.2 million in requested grant funds, were submitted for review. Of these, 30 projects have been selected for the full application process. The combined request for these projects totals over \$6.2 million. With approximately \$3.6 million available for the 2015 grant program, the selection process remains competitive. The MISGP would like to fund as many quality projects as possible. Project budgets will be reviewed for reasonableness, and projects may be approved contingent on lower grant amounts; therefore, be as accurate as possible in estimating costs.

In order to assist in the full application process, reviewers' comments on the project pre-proposal are attached.

Applications will be scored utilizing the same criteria as the pre-proposal. The scoring criteria and details for the full proposal can be found in the 2015 MISGP Handbook at www.michigan.gov/grants-dnr. Select the Invasive Species Grant Program, then the Applicant Information drop down menu. Projects selected for funding will be chosen based on a combination of project score, project type, project metrics, geographic location, and available funding. Statewide goals for the Michigan Invasive Species Grant Program include statewide Cooperative Invasive Species Management Area coverage; detection and response to 90 new locations of targeted invasive species; management and control of terrestrial and aquatic invasives on 6,000 acres; and reaching 750,000 contacts through outreach and education efforts.

Applicants may seek clarification from state department staff in preparing their application and should be able to prepare an application without the cost of professional consulting services.

Department Contact Information:

- Projects and Focus Areas: Joanne Foreman, DNR, Invasive Species Communications Manager, 517-284-5814, foremanj@michigan.gov
- Expenses, Forms, General Grant Requirements: Kammy Frayre, DNR, MISGP Project Manager, 517-284-5970, frayrek1@michigan.gov

Thank you for your interest in the Michigan Invasive Species Grant Program!

Kammy

Kammy Frayre
Invasive Species Grant Program Manager &
Conversion Officer

Michigan Department of Natural Resources
Grants Management
Finance and Operations

TUSCOLA COUNTY BOARD OF COMMISSIONERS

207 E. Grant Street
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

FARM LEASE

THIS FARM LEASE ("Lease") is made and entered into by and between the COUNTY OF TUSCOLA ("Lessor") and SCHRIBER FARMS, LLC, a Michigan limited liability company, of 1818 W. Deckerville Road, Caro, Michigan 48723 ("Lessee").

In consideration of the mutual covenants contained herein, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor leases to Lessee, and Lessee hires from Lessor, to occupy and use for agricultural purposes, the following described property (the "Leased Premises"), located in Tuscola County, State of Michigan, to-wit:

The West ½ of the Northeast ¼ of Section 34, Almer Township, 13N, R9E. EXCEPT the untillable wooded portion in the southeast corner consisting of approximately 12 acres and 6 acres transfer to ISD.

The aforesaid described premises consists of approximately sixty-one (61) tillable acres as reflected by an aerial survey conducted by the United States Department of Agriculture approved in 1984 and issued in 1986 (incorporated herein by reference).

It is mutually agreed and understood that Lessee will farm only the 61 acres as depicted in the aerial survey.

2. Term. The term of this Lease shall be three (3) years, beginning on January 1, 2013 and continuing through December 31, 2015.

3. Rent. The annual rental rate shall be \$217 per tillable acre for a total annual rent of \$13,237. The annual rent shall be paid as follows: 20% of the annual rent shall be paid in advance, on or before January 1 of each rental year, and the remaining 80% of the annual rent shall be paid in arrears, on or before December 31 of each rental year. Rent shall be made payable to the County of Tuscola and delivered to the Tuscola County Treasurer.

4. Taxes. Lessor shall be responsible for all real estate taxes on the Leased Premises, if any.

5. Use. Lessee shall, at its expense, keep and maintain the Leased Premises in good order and condition and will use the Leased Premises only for crop farming purposes and for no other use. Lessee shall not use, occupy, suffer or permit any use of the Leased Premises which would (1) violate any laws, ordinance, or regulation, (2) constitute a nuisance, (3) constitute an extra-hazardous use, or (4) violate, suspend or void any policy or policies of insurance of either Lessor or Lessee. Lessee shall not permit any liens, mortgages or other encumbrances to attach to the Leased Premises without the written consent of the Lessor.

6. Alterations. The Lessee shall make no alterations or additions to the Leased Premises without the prior consent of Lessor.

7. Assignment and Subletting. Lessee may not assign or sublet its interest in this Lease or any part thereof without the written consent of Lessor. If Lessor permits an assignment or sublease, Lessee shall remain fully liable for the performance of the agreements of the Lessee hereunder. Lessor may sell the Leased Premises, subject to the terms of this Lease, and assign its interest in this Lease without the consent of the Lessee.

8. Environmental Compliance. Lessee shall not cause, suffer to exist or permit the presence, use, generation, release, discharge, storage or disposal of any hazardous materials on, under, in or about the Leased Premises, except in the ordinary and customary course of farming. In the event any hazardous materials are released or discharged on, under, in or to the Leased Premises, other than in the ordinary course of farming, Lessee shall immediately notify Lessor of the release or discharge and Lessee shall immediately make appropriate and timely response to minimize any impact to the environment and to promptly remediate any damage caused to the environment. The term "hazardous materials" shall include any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Michigan or the United States of America.

9. Condition of Leased Premises. Lessee has inspected the Leased Premises and accepts the Leased Premises in its present condition "as is" and "with all faults."

10. Default. Each of the following shall be deemed an Event of Default:

- (a) failure to pay rent within ten (10) days after written notice; or
- (b) default in the performance or observance of any covenant or condition (other than payment of rent) to be performed or observed by Lessee, which continues for 30 days after written notice of default.

Upon the occurrence of an Event of Default, Lessor, at Lessor's option, in addition to any other remedy given hereunder or by law, may do any one or more of the following:

- (a) Terminate this Lease by written notice to Lessee;

- (b) With or without terminating this Lease, sue for and recover all rents and other amounts then accrued or thereafter accruing; or
- (c) Pursue any other remedy at law or in equity.

All remedies are cumulative and may be exercised concurrently or separately.

11. Repossession. Upon expiration or earlier termination of this Lease, possession of the Leased Premises shall automatically revert to the Lessor without any further demand or notice and the Lessor may enter forthwith upon the Leased Premises, or any part thereof in the name of the whole, without being liable in trespass or for any damages. In no event shall such reentry or resumption or possession or reletting be deemed to be an acceptance or surrender of this Lease or a waiver of the rights or remedies of the Lessor hereunder.

12. Lessor's Use. Lessor or its agents may enter the Leased Premises for inspection at any time. Lessee agrees to permit the Lessor to build, construct, or enlarge any existing structure on the Leased Premises at any time during the term of this Lease, notwithstanding the terms hereof, and the Lessor agrees to rebate a pro rata share of the rent in the event that such a building, construction, or enlargement is completed during the term of this Lease. Lessor further agrees to reimburse Lessee for any actual damage the Lessee may suffer for crops destroyed by Lessor's activities.

13. Crop Farming Practices. Lessee shall adhere to Generally Accepted Agricultural and Management Practices (GAAMPs), as defined by the Michigan Commission of Agriculture and Rural Development.

14. Indemnification. Except for such liabilities, obligations, damages, penalties, claims, causes of action, costs and expenses caused by Lessor, Lessee shall indemnify Lessor against, defend, and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, causes of action, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Lessee's use or occupancy of the Leased Premises, (ii) any breach by Lessee, any sublessee, or any of their agents, contractors, employees, customers, assignees, invitees, or licensees, of any covenant or condition of this Lease, or (iii) the carelessness, negligence or improper conduct of the Lessee, any sublessee, or any of their contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon written notice from Lessor, will, at Lessee's expense, resist or defend such action or proceeding by counsel selected by Lessee and approved by Lessor in writing. Lessee shall bring or keep property upon the Leased Premises solely at its own risk, and Lessor shall not, unless the Lessor is the cause, be liable for any damages thereto or any destruction or theft thereof, nor shall Lessor be liable for any damages occasioned by or through acts or omissions of third parties, whether from adjoining properties or on or from the Leased Premises, or from bursting, stoppage or leaking of water, gas, sewer, steam or any other cause whatsoever. The obligations of Lessee under this section shall survive any termination of this Lease.

15. Insurance. Lessee, at its expense, shall provide and keep in force during the term of this Lease a comprehensive general public liability insurance policy insuring against claims for personal injury, death, and property damage occurring on, in or about the Leased Premises and the adjoining streets, property and passage ways, in appropriate amounts as determined by the Lessee.

16. Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be sent by regular mail, postage prepaid and shall be addressed (a) if to Lessor, at the address stated at the beginning of this Lease or at such other address as Lessor may designate by written notice, and (b) if to Lessee, at the address stated at the beginning of this Lease or at such other address Lessee shall designate by written notice.

17. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, heirs, personal representatives and assigns of the respective parties hereto.

Lessor and Lessee have executed this Lease effective as of the date of the signature of the last party to sign below.

Lessor:

COUNTY OF TUSCOLA

Dated: 11-7-12

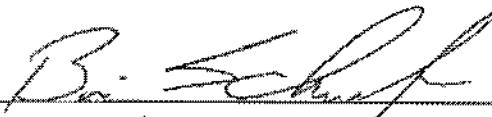
By: 

Its: Chairperson of the Tuscola County Board of Commissioners

Lessee:

SCHRIBER FARMS, LLC

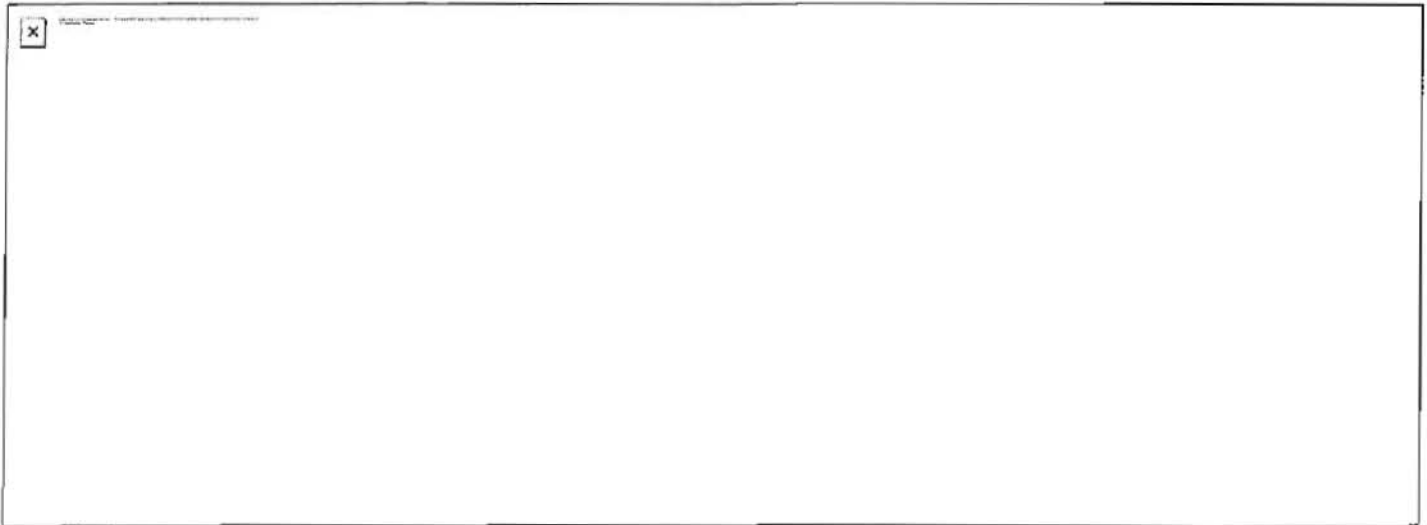
Dated: 10-7-12

By: 

Its: Mandi

From: NACo <naco@naco.org>
Sent: Tuesday, September 01, 2015 11:20 AM
To: mhoagland@tuscolacounty.org
Subject: Counties respond to court decision to temporarily block "Waters" rule

Having trouble viewing this email? [Click Here](#)

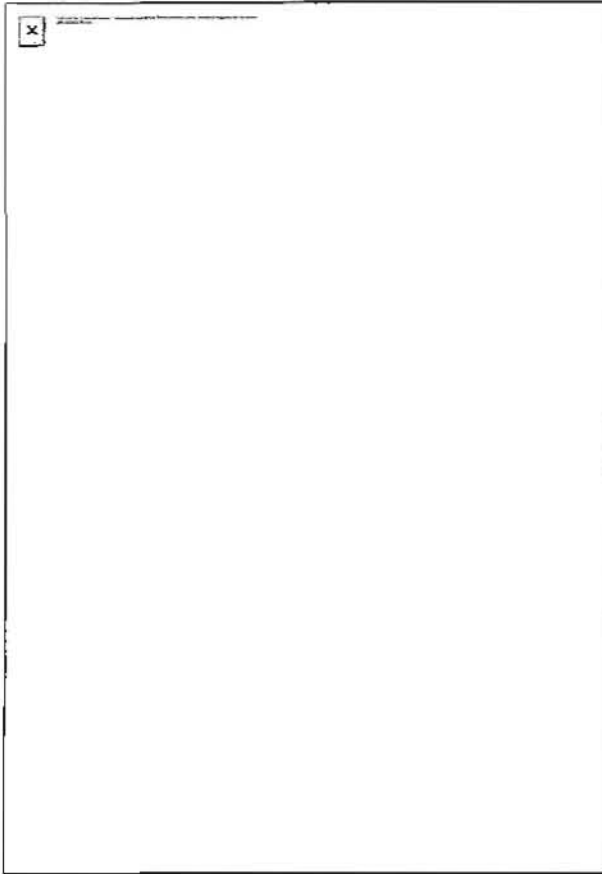


Counties respond to court decision to temporarily block "Waters" rule

On August 27, a federal judge temporarily stopped the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers from enforcing the new "Waters of the U.S." rule in at least 13 states: Alaska, Arizona, Arkansas, Colorado, Idaho, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, South Dakota and Wyoming.

U.S. District Court of North Dakota Chief Judge Ralph Erickson granted a preliminary injunction, citing the harm states would likely incur by the rule's planned implementation on Aug. 28. It is unclear at this point whether the order granting the temporary injunction applies only to the 13 states or nationwide.

NACo is seeking more information on the ruling's implications, particularly for counties outside of the 13 states that sought the preliminary injunction. Judge Erickson could clarify the scope of the ruling as early as the end of this week. Currently, the EPA is arguing that the preliminary injunction only applies to the 13 states involved in the case, while others believe the federal ruling applies nationally.



NACo President Sallie Clark testifies on the "Waters of the U.S." before a bicameral congressional hearing.

"As the rule goes through the judicial process, we will continue to work with the federal agencies to clarify the regulation and implementation process," said NACo President Sallie Clark. "All of us want clean water, and we must work together to achieve that goal without compromising our public safety and infrastructure responsibilities."

Counties are responsible for many types of infrastructure that can be impacted by the rule, including roadside ditches, stormwater drains, flood control channels and other systems designed to keep water away from people and property. Counties own and maintain 45 percent of the nation's road miles and one out of every 10 bridges. Counties and other local governments are also charged with upholding federal, state and local regulations that protect water resources.

"This has always been an issue of practicality for us. We hope the EPA and the Corps will work collaboratively to provide more precise guidance that will help us protect water and keep our residents safe," said Clark. "However, we also believe in the appropriate level of state and local control."

Since the agencies unveiled the proposal in 2014, NACo testified before congressional bodies four times and has steadfastly advocated for more collaboration and greater clarity.

**For more information, visit
NACo's online resource hub and
action center: NACo.org/wotus**

Contact Information:

Julie Ufner, Associate Legislative Director
202.942.4269 or jufner@naco.org



The National Association of Counties (NACo) unites America's 3,069 county governments. Founded in 1935, NACo brings county officials together to advocate with a collective voice on national policy, exchange ideas and build new leadership skills, pursue transformational county solutions, enrich the public's understanding of county government and exercise exemplary leadership in public service.