

# **Administration and County Services Committee**

*Laura Stanek*

*Ed Boettcher, Chairman*

*David Heeres*

**January 22, 2015  
Special Meeting**

Members Present: Ed Boettcher and Laura Stanek

Member Absent: David Heeres

Others Present: Pete Garwood and Judy Parliament

## **1. Meeting called to order at 9:00 a.m.**

## **2. Public Comment**

None.

## **3. Commission on Aging (COA) Clerk II Interviews**

The Committee along with Pete Garwood, County Administrator, and Judy Parliament, COA Director, interviewed 4 applicants for the full time Clerk II position in the COA.

- Amy Hynes
- Patricia Greaves
- Denell Fleet
- Kayla Bell

**Motion by Laura Stanek, seconded by Ed Boettcher, to hire Amy Hynes for the Commission on Aging Clerk II position and if Ms. Hynes doesn't accept the position, the position is to be offered to Kayla Bell. Motion carried – unanimous.**

The meeting was adjourned at 12:30 p.m.

# Administration and County Services Committee

David Heeres

*Ed Boettcher, Chairman*

Laura Stanek

## Minutes February 5, 2015

Members present: Ed Boettcher, Dave Heeres, Laura Stanek  
Members absent: None  
Others present: Mike Crawford, Pete Garwood, Jim Rossiter, Sheryl Guy, Patty Niepoth,  
Sherry Comben, Janet Koch

### **1. Meeting was called to order at 9:00 a.m.**

### **2. Public Comment**

None.

### **3. Antrim Coalition United Through Ecology (ACUTE)**

Steve Grill, a member of ACUTE, introduced Jim MacQuarrie, director of the Mancelona Area Water and Sewer Authority (MAWSA). Mr. MacQuarrie distributed a motion that they would like the Commissioners to approve (**see attached pg. 1**). He told the Committee that the Michigan Department of Environmental Quality has approved a water main extension to Deskin Drive, which will be another half mile of water main. He also told the Committee that MAWSA has hired attorney Jim Young.

Mr. Boettcher mentioned the December 30, 2014 letter from the State of Michigan Attorney General's office. Mr. MacQuarrie said a contract between MAWSA and the County would be for the County to put \$250,000 toward new infrastructure for MAWSA's water system.

Mr. Rossiter, Antrim County Civil Counsel, said the letter from the Attorney General's office describes ample authority for the County to enter into such a contract. Mr. Rossiter added that he has discussed the contract with Jim Young. Mr. Young is willing to draw up the contract. Mr. Rossiter said there has to be a benefit to the County in exchange for any dollar amount identified in the contract to make it fulfill the existing statutes.

Mr. Garwood, County Administrator, asked if that kind of a contract would make the County members of MAWSA; Mr. Rossiter said it would not. He noted that the terms would have to be spelled out very clearly.

Laura Stanek said properties aren't selling in many places throughout the County and using that rationale for the County to contribute money isn't the best argument; Dave Heeres agreed.

The Committee made no recommendation, however, Mr. Boettcher said he'd like to see the motion provided by ACUTE sent to the full Board of Commissioners. He added that he would like to see the motion include that the contract between Antrim County and MAWSA drafted by Jim Young, should be subject to civil counsel's approval.

#### **4. Sheriff Department Deputy Replacement**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners release the funds and authorize the Sheriff to engage in the hiring process for the vacant Road Deputy position. Motion carried – unanimous.**

#### **5. Equalization Department Personnel**

Karleen Helmreich, Equalization Director, told the Committee that she would like clarification on a Board of Commissioners December 11, 2014 action. Their motion states that “the Equalization Director be approved to restore the part time Clerk II position to a full time Clerk II position with all benefits afforded to full time union employees and that the Equalization Department 2015 budget be increased in the amount of \$33,224.98.”

However, her request to the Administration Committee on December 4, 2014 was to “restore the part-time Clerk II position back to full-time Administrative Assistant.” The Committee’s motion was to “recommend that the Board of Commissioners approve restoring the Equalization Department’s part time Clerk II position to a full time position with a corresponding 2015 budget amendment request of \$33,224.98.” That amount is the annual wage for the Clerk II position at the top of the scale.

Sheryl Guy, County Clerk, gave some history on department administrative assistant’s position. There was a discussion of the administrative position itself. At this point, there is no administrative assistant position in the union contract.

The Committee discussed moving Laura Rogers to the Clerk I position at the end of her probation. Mr. Garwood said the 6-month probation period (975 hours) starts when the employee starts at full-time. There was a discussion of the difference in the duties between Clerk I and Clerk II. Ms. Rogers was hired as a part-time Clerk II; however, Mr. Garwood said that Ms. Rogers functions as Ms. Helmreich’s assistant.

Ms. Stanek said she wasn’t in favor of changing an employee’s status until the probation period is over. Mr. Boettcher asked Ms. Helmreich to bring the request back to the Committee when Ms. Rogers’ probation period has expired.

Ms. Stanek said the Committee needs to address the County’s job classifications and create some guidelines for departments who have employees that would like reclassification. Mr. Garwood said there aren’t County job descriptions for all positions. He added that, in the past, some elected officials have not wanted to create job descriptions for their employees. He also indicated there is a section in the general bargaining unit contract that outlines the process for a reclassification request.

#### **6. MERS Hybrid Plan Agreement (see attached pgs. 2-7)**

Mr. Garwood said the agreement was the same as the agreement approved for the Sheriff’s Department and Antrim County Transportation.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend that Board of Commissioners authorize the Board Chairman to sign the Michigan Municipal Employees Retirement (MERS) Hybrid Plan Adoption Agreement for new hires of the Probate/Family Court and General Bargaining Units along with all non-union employees and the Board of Commissioners with a 60-day waiting period to be effective January 1, 2015. Motion carried – unanimous.**

#### **7. Accountant’s Irregular Part-time Personnel Update**

Deb Haydell, County Accountant, said there was no current part time County employee who could also pick up the part-time accountant department position without becoming a full-time position.

Ms. Haydell described a Federal program, Experience Works, in which she would like to participate. The Commission on Aging has used this program in the past. Ms. Haydell added that she is looking at local colleges for potential employees and will advertise if necessary. She told the Committee that she will send the Experience Works contract to civil counsel.

**8. Huron County Resolution (see attached pg. 8)**

Huron County Resolution No. 14-172C opposed Senate Bills 1123 and 1124, which concerns wind turbine developments.

Mr. Garwood said his office would research the bills and determine their status in the State legislature's calendar before the next Board of Commissioner's meeting.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend that the Board of Commissioners adopt a resolution similar to Huron County's No. 14-172C.**

**Motion carried – unanimous.**

**9. Interest Notification**

Mr. Garwood said there is a vacancy on the Economic Development Corporation due to the resignation of Rick Diebold. One completed interest notification form was in the Committee packets. The open position will be advertised and any future interest notifications will be presented to the Committee.

**10. Policies Review Discussion**

The Committee discussed how they'd like to approach reviewing the County's existing seventy-five policies. Mr. Garwood said he sees the biggest need is to finalize a purchasing policy and have it coordinated with the existing bid policy.

Ms. Stanek said she'd like to start with the policies that would eliminate or reduce the necessity of the department heads coming to their oversight committees so often. She would also like to create policies that would give the County Administrator more responsibilities.

The Committee agreed that they will review the purchasing and bid polices at their next meeting.

**11. Minutes from Closed Session December 4, 2014**

The Administration Committee had gone into closed session twice on December 4, from 11:35 a.m. to 11:53 a.m. and from 11:55 a.m. to 12:15 p.m.

**Motion by Laura Stanek, seconded by Ed Boettcher, to approve the closed session minutes of December 4, 2014. Motion carried – unanimous.**

**12. Various Matters as Appropriate**

**Committee – Department Reports (see attached pg. 9)**

Mr. Garwood told the Committee that the Administration Department is asking all of the Committees to be consistent in what they're asking of the department heads.

There was a discussion of how to deal with external handouts (from outside organizations); Mr. Rossiter suggested putting a notification on the County website regarding the timing of the submittal of external handouts that would be distributed to the Committee.

There was also a discussion regarding time-consuming requests from single Commissioners to County employees, more specifically if a policy from the Board of Commissioners should be created that addresses this issue. Mr. Garwood said he would research existing policies at other counties.

The Committee was in favor of the procedures listed in Mr. Garwood's memo.

#### Economic Development Corporation (EDC) Request

Mr. Garwood told the Committee that the EDC was requesting the funding to meet once a month instead of every quarter. He read portions of a letter he'd recently received from Rick Diebold, former President of the EDC. The letter cited numerous reasons for the EDC to meet less often or, alternatively, on an ad hoc basis only. Mr. Garwood said this letter would be distributed to all Commissioners for the next Finance Committee meeting.

There was a discussion regarding the future of the Mancelona Business Park. Sherry Comben, Antrim County Treasurer and EDC member said the EDC should have direction from the Board of Commissioners.

#### Additional Matters

Laura Stanek told the Committee that she had attended a recent township meeting and it was discussed that the Road Commission had recently awarded raises to Road Commission staff, some of which were significant. Mr. Rossiter said it could have been to put the staff wages more in line with other area road commissions. Ms. Stanek agreed that could be true, but that increases in staff wages are difficult to accept when road repairs are not being done due to lack of funding. Mr. Crawford told the Committee that he'd received a recent call from a constituent regarding the Building Department and some of the comments made by Bob Massey, Building Official, at the recent Buildings, Lands, and Infrastructure meeting.

The meeting was adjourned at 11:20 a.m.

# INITIAL DRAFT

*I move that Antrim County, with assistance from other community governments, would financially assist Mancelona Area Water and Sewer Authority (MAWSA) with up to \$250,000 under a written contract. The purpose of these funds is to initiate phase 1 of the short-term TCE plume-related construction projects and is contingent upon the following: (1) securing the remaining matching funds to pay for these projects as offered by MDEQ, (2) this would be considered on a one time basis only and would not imply any future financial assistance to MAWSA, and (3) Antrim County would not be liable for any past, present or future issues.*

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2309 | Fax 517.703.9711 | www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Antrim County Municipality #: 0502

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A.  If this is the initial Adoption Agreement for this group, the effective date shall be the first day of January, 2015.

This municipality or division is new to MERS, so vesting credit prior to the initial MERS effective date by each eligible participant shall be credited as follows (choose one):

- Vesting credit from date of hire
- No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 43C. Unless otherwise specified, the standard transfer/rehire rules will apply.

- This division is for new hires, rehires, and transfers of current Defined Benefit division # 01 and/or current Defined Contribution division # N/A
- We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B.  If this is an amendment of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is to separate employees from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

General after 01/01/2015

(Name of Hybrid division - e.g. All Full Time Employees, or General after 7/10/13)

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work 100 hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be 60 days month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be 12 month(s).

## IV. Provisions

### Hybrid - Defined Benefit Component Provisions

*The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.*

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

# MERS Hybrid Plan Adoption Agreement

### 3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

#### Social Security Coverage

- 1.00%
- 1.25%
- 1.50%

#### No Social Security Coverage

- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to 8 % of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

- Longevity pay
- Overtime pay
- Shift differentials
- Pay for periods of absence from work by reason of vacation, holiday, and sickness
- Workers' compensation weekly benefits (if reported and are higher than regular earnings)
- A member's pre-tax contributions to a plan established under Section 125 of the IRC
- Transcript fees paid to a court reporter
- A taxable car allowance
- Short term or long term disability payments
- Payments for achievement of established annual (or similar period) performance goals
- Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
- Lump sum payments attributable to the member's personal service rendered during the FAC period
- Other: \_\_\_\_\_
- Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 8. Normal Retirement will be age 60 with 6 years of service
- 9. Early Normal Retirement with unreduced benefits  
 F55/25

## Hybrid – Defined Contribution Component Provisions

1. Vesting (Check one):
- Immediate
  - Cliff Vesting (fully vested after below number years of service)  
 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - 0 % after 1 year of service
    - 0 % after 2 years of service
    - 25 % after 3 years of service (min 25%)
    - 50 % after 4 years of service (min 50%)
    - 75 % after 5 years of service (min 75%)
    - 100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.*

## 2. Contributions

- a. Will be remitted  
 Weekly     Bi-Weekly     Monthly
- b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	1 %					
Employer Contribution	*					

Direct mandatory employee contributions as pre-tax      \*8% minus Normal Cost of DB portion of Hybrid

- c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code

## 3. Compensation includable wages, up to the 401(a)(17) limits published every year by the IRS are:

- Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
- Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

*Note: Items excluded from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances*

# MERS Hybrid Plan Adoption Agreement

- 4. Loans:  shall be permitted       shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
- 5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

- 1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
- 2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
- 3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
- 4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
- 5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
- 6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
- 7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 45A(3), and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

# MERS Hybrid Plan Adoption Agreement

8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43B of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43B or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Antrim County Board of Commissioners on the 12th day of February, 2015.  
(Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: Chairman, Board of Commissioners

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

Approved as to form.  
: AKR  
:  
Date 4/1/2015

**RESOLUTION**

To: The Honorable Board of Commissioners  
Huron County  
Michigan

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

WHEREAS, Huron County is the location of almost half of the wind energy developments in the State of Michigan; and

WHEREAS, local control of the placement and monitoring of these utility scale wind developments is crucial for local townships and counties; and

WHEREAS, the administration of local zoning is a key component of local government, reflecting local inputs, local control, and local leadership; and

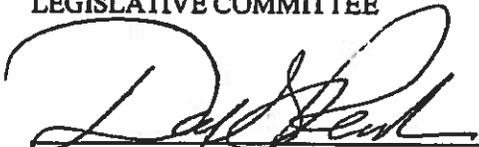
WHEREAS, these local controls would be limited by SB 1123 & 1124; now

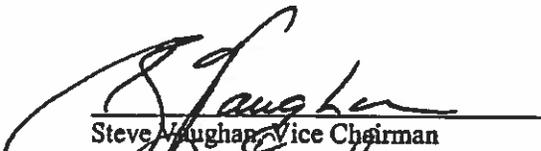
THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners opposes SB 1123 & 1124 and any legislation that would limit, hinder, or eliminate local control of zoning administration and implementation; and

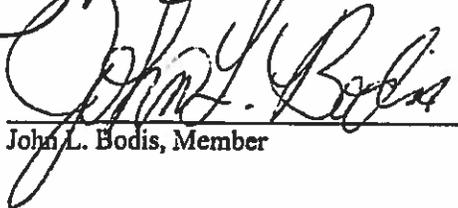
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Michigan Counties, Senator Mike Green, Senator Phil Pavlov, Representative Terry Brown, Governor Rick Snyder, and the Michigan Association of Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE

  
\_\_\_\_\_  
David G. Peruski, Chairman

  
\_\_\_\_\_  
Steve Vaughan, Vice Chairman

  
\_\_\_\_\_  
John L. Bodis, Member

Dated: December 9, 2014



# Memorandum Administration Office

January 21, 2015

TO: All Committees

FR: Peter Garwood  
County Administrator

RE: New Committee and Department Head Process

We are entering the third round of Committee meetings prior to the Board of Commissioners regular monthly meeting. I think it has gone well. However, we continue to work on refining the process so that the Committees and ultimately the Board gets the best information possible prior to the actual meeting.

Below is #4 and #5 from a memorandum I sent to department heads both elected and appointed and others (dated October 24, 2014) as a way to provide guidance for what is expected in the way of preparation for any of the committees. I am seeking consensus on the directives in #4 and #5. If you all agree on what you would like to see in a submittal from those that are on each of the committee agendas, it will help to streamline the process. I have also included in *italics* additions to #4 that came from follow up discussions after the memorandum was distributed.

- 4. With any agenda item requiring committee action, submit a written summary to include an explanation of the agenda item and the desired action you would like taken from the committee. *If the request involves funding, the department head must indicate they have the funds and in which budget.* In addition, ALL handouts you intend to bring to committee must be submitted at this time, NOT the day of the meeting. Your written summary and handouts are to be submitted electronically to the Administration Office at [verellenk@antrimcounty.org](mailto:verellenk@antrimcounty.org) and copy to [schradert@antrimcounty.org](mailto:schradert@antrimcounty.org).
- 5. If the agenda item does not require committee action, it is not necessary to submit a written report. However, it may be helpful to the committee if this information is included with the agenda packet.

Once we receive all the needed information (and there are no overt concerns with the issue), the Administration Office will draft a recommended motion for the issue.

If a department head does not have an action item, they do not have to appear at the committee meeting unless requested to do so.

Hopefully, this will result in a system in which you know what to expect regardless of which committee each of you sit on. I welcome your thoughts and concerns as we strive to make a better process for you as Commissioners, as well as the department heads and the administration staff.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes March 5, 2015

Members present: Laura Stanek, Dave Heeres  
Members absent: Ed Boettcher  
Others present: Mike Crawford, Patty Niepoth, Sherry Comben, Sheryl Guy, Pete Garwood, Janet Koch

**1. Meeting was called to order at 9:00 a.m. by Laura Stanek.**

**2. Public Comment**

None.

**3. Airport/ Emergency Operations Center Wireless Network Connectivity**

Pete Garwood, County Administrator, told the Committee that connectivity issues for the Airport and Emergency Operations Center (EOC) had been raised at the recent Health & Public Safety Committee meeting. The Administration Committee is the oversight committee for Information Technology (IT) issues and Val Craft, IT Director, updated the Committee regarding the issues.

Ms. Craft said the problem was ultimately discovered to be an Ethernet cable which has since been replaced; Ms. Craft said she has confidence that the problem has been solved. John Strehl, Airport Director, had been concerned about the possible necessity of moving from a wireless system to Charter Communications.

Uninterrupted power supplies (UPS) for the airport and EOC had also been discussed at the Health & Public Safety Committee meeting. Ms. Craft said there is UPS capability for the Airport and EOC that lasts for a couple of minutes. She added that she had temporarily removed the UPS for the Airport during her troubleshooting for the connectivity. Regarding this particular connectivity issue, Ms. Craft said the UPS wasn't a factor and she will be reinstalling it now that the problem has been solved.

Ms. Craft added that in the event of connectivity loss, phone calls can be forwarded to cell phones.

**4. Register of Deeds Personnel Request**

Patty Niepoth, Register of Deeds, requested that she be given approval to fill the recently vacated permanent irregular part-time Clerk II.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend that the Board of Commissioners authorize filling a permanent irregular part-time Clerk II position in the Register of Deeds Office and release the necessary funds, which had been budgeted for 2015. Motion carried – unanimous.**

Ms. Niepoth asked that the time spent by Ms. Freeman as Acting Chief Deputy (February 10 to May 5, 2014) be counted toward Ms. Freeman's seniority in that permanent position and to the step increases. The Committee agreed, and the changes will be handled administratively.

**5. Economic Development Corporation (EDC) and Capital Improvement Plan (CIP) Committee Appointments**

Two interest notification forms had been received for the EDC vacancy; Veronica Welter and Bill Bailey (**see attached pgs. 1-2**). Mr. Bailey is currently serving as a member of the Antrim County Planning Commission.

Sherry Comben said with the resignation of Rick Diebold from the EDC, that no one on the EDC represented the educational community and an appointment of Dr. Welter would fill that gap. She added that with the presence of Randy Bishop, there is already a representative from the real estate community on the EDC.

The Board of Commissioners had requested that the Planning Commission choose a member from their body to serve on the CIP. Two Planning Commission members volunteered to serve on the CIP, Mr. Bailey and Barb Bradford. The Board of Commissioners requested that the Administration Committee choose one of the two volunteers.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend that the Chairman of the Board of Commissioners appoint Dr. Veronica Welter to the Economic Development Corporation and Mr. Bill Bailey to the Capital Improvement Plan Committee. Motion carried – unanimous.**

Laura Stanek suggested that the language on the employment applications regarding criminal convictions be added to the interest notification forms for appointed boards, commissions and committees.

**Motion by Laura Stanek, seconded by Dave Heeres, that the Board of Commissioners approve the addition of language regarding criminal convictions be added to the interest notification forms. Motion carried – unanimous.**

**6. Purchasing/Bid Policy**

Mr. Garwood distributed a draft Purchasing/Bid Policy for the County. He added that he will be distributing the draft to department heads for review and comment and that the document will be discussed at the upcoming department head meeting.

The Committee reviewed the draft policy.

**7. Various Matters as Appropriate**

Mr. Garwood said he'd received information from the Municipal Employees' Retirement System (MERS) regarding the hybrid defined benefit plan which the County now offers to new employees. The County's cost will be 6.93% of payroll for employees in the hybrid plan – this is for the defined benefit side of the plan. This will leave 1.07% that the County can match to the employee defined contributions side of the plan. The 1.07% limitation is due to the 8% cap.

Mr. Garwood said he would research the Open Meetings Act regarding closed meetings in preparation for the upcoming Board of Commissioner's meeting.

Ms. Stanek asked about the contract review process, especially regarding grants. Mr. Garwood said the authority to sign contracts policy (also known as the contract review policy) current states that contracts are to be submitted to the County Administration Department and reviewed by Civil Counsel, the County Accountant, and the County Administrator. Civil Counsel has requested that they review all contracts before Board of Commissioner approval. Mr. Garwood added that a checklist has been provided for the department heads to follow when submitting contracts. Ms. Stanek said Mr. Garwood needed to work on streamlining the process.

**Resolution (see attached pg. 3)**

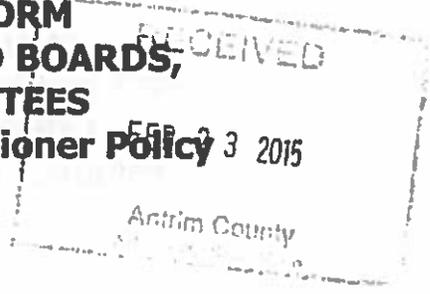
Mr. Garwood distributed a resolution from the Antrim County Road Commission Engineer-Manager Burt Thompson in support of Proposal 1, which will be on the May 5, 2015 ballot and addresses funding for road maintenance. Mr. Crawford said the Michigan Association of Counties website has an explanation of Proposal 1.

The Committee made no recommendation regarding the resolution but indicated that any commissioner could bring it up at the full Board of Commissioners meeting if they desired.

Mr. Garwood said he had received the Antrim County Road Commission's Classification and Compensation Study and a single-page Adjusted Wage Chart (**see attached pg. 4**) in response to the Board of Commissioners questions regarding recent wage and salary increases at the Road Commission. Mr. Garwood will send the classification and compensation study to the Board of Commissioner members through email.

The meeting was adjourned at 10:45 a.m.

**INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES**  
As required by its Board of Commissioner Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)



Name Dr Veronica Welter

Mailing Address 2730 N.W. Torch Lake Dr

Kewadin, MI 49648 E-mail address vlonsway@hotmail.com

Phone 989-213-5193  
Work cell Home Fax

Applicant for Economic Development Committee

Business/Firm/Occupation Retired Mt Pleasant Public Schools

Position Director Special Education

Work Experience Oversite of a 3 million dollar budget for  
Special Education department, staff development,  
staff evaluations, facility management, evaluations, and  
reporting department issues (legal) to Superintendent.  
Volunteer Experience/Involvement

I have been involved in leadership organizations throughout  
my professional career.

Educational Background Doctorate in Educational Leadership

State briefly your qualifications for this appointment I have been in  
administrative roles at the public schools,  
involved with administrative decisions that affect  
all areas of the running of schools.

Are you able to attend year-round regularly scheduled meetings? Yes, except this  
year I will be gone from March 10 - April 10th.

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Signature Dr Veronica Welter Date 2.23.15

Mail to: **Administration Office** or fax: **231-533-8111**  
**P.O. Box 187, Bellaire, MI 49615**

**INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES**  
As required by its Board of Commissioners Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)

RECEIVED  
JAN 26 2015  
Antrim County  
Administration Office

Name William Bailey  
Mailing Address 1592 N. Intermediatz Lake Rd  
Central Lake, MI E-mail address billbailey1@outlook.com  
Phone 231-920-6710 231-350-8999 X  
Work Home Fax

Applicant for EDC  
Business/Firm/Occupation Real Estate One-Bellaire  
Position Associate Broker

Work Experience Self Employed Broker & Broker owner  
for approx 20 years. I have been in sales for  
pretty 30 years!

Volunteer Experience/Involvement I sat on the Sweetwater Imp. Tax  
Review Board in Lake County for a few years.  
I currently sit on the Antrim County Planning Commission.  
Educational Background High school/college

State briefly your qualifications for this appointment. I have been a  
small business award/legislator for nearly twenty  
years.

Are you able to attend year-round regularly scheduled meetings? Yes!

Do you know of any conflict of interest or any reason you should not receive this appointment?  
None.

Signature William Bailey

Date Jan. 20/2015

Mail to: Administration Office  
P.O. Box 187, Bellaire, MI 49615

or fax: 231-533-8111

**Resolution of Support for Proposal 1**

**WHEREAS, Michigan drivers deserve a safe and reliable road and bridge network. Investing more in our roads will improve safety, giving residents peace of mind that roads will see their families safely to work and school; and**

**WHEREAS, 38 percent of Michigan's urban roads and 32 percent of the state's rural roads are in poor condition; and**

**WHEREAS, Michigan has relied on Band-Aid, short-term fixes for our roads instead of investing enough money to fix our roads for the long term; and**

**WHEREAS, Michigan invests less per capita in transportation than any state in the U.S.; and**

**WHEREAS, every \$1 invested today to keep our roads in good condition will save \$6 to \$14 later as conditions deteriorate. The longer we wait to fix Michigan's roads, the more it will cost; and**

**WHEREAS, Michigan's roads are vital to business and economic development, to families and schools, to public safety and health care, to agriculture and tourism, and to every aspect of our lives; and**

**WHEREAS, Proposal 1 on the May 5 ballot would provide sorely needed revenue to fix roads with funds that politicians can't divert somewhere else - while also supporting Michigan's long term future by investing in our public schools and local communities. Every penny paid at the pump for taxes will be guaranteed in the constitution to go to transportation; and**

**WHEREAS, The Antrim County Road Commission will receive \$2,320,000 in new revenue within three years if Proposal 1 is adopted by Michigan voters; and**

**WHEREAS, the local governments in Antrim County will receive \$227,000 in new revenue sharing if Proposal 1 is adopted by Michigan voters; and**

**WHEREAS, the incorporated villages in Antrim County will receive \$357,000 in new revenue for streets within three years if Proposal 1 is adopted by Michigan voters; and**

**NOW, THEREFORE, BE IT RESOLVED, that the Antrim County Board of Commissioners supports the passage of Proposal 1, a broad ranging road funding proposal that goes before Michigan voters on May 5, 2015.**

Adjusted Wage Chart for 2015 - 4.5% increase to align with Union contract (from 2011 Compensation study)

	Minimum	Step 2	Step 3	Step 4	Midpoint	Step 6	Step 7	Step 8	Maximum	2014	2015
Payroll Clerk	\$34,675	\$35,541	\$36,409	\$37,275	\$38,143	\$39,010	\$39,876	\$40,744	\$41,610	\$37,316	\$38,995
Shop Foreman	\$42,911	\$43,983	\$45,056	\$46,128	\$47,202	\$48,274	\$49,347	\$50,419	\$51,492	\$50,000	\$52,250
Maintenance Foreman	\$43,983	\$45,082	\$46,183	\$47,282	\$48,381	\$49,481	\$50,580	\$51,680	\$52,780	\$51,899	\$54,234
Office Manager	\$48,381	\$49,590	\$50,801	\$52,010	\$53,220	\$54,429	\$55,639	\$56,848	\$58,058	\$54,554	\$57,009
Superintendent	\$49,590	\$50,831	\$52,070	\$53,311	\$54,550	\$55,789	\$57,030	\$58,269	\$59,510	\$54,000	\$57,000
Engineer/Manager	\$69,428	\$71,163	\$72,898	\$74,634	\$76,370	\$78,105	\$79,841	\$81,577	\$83,313	\$74,109	\$82,000

	Benzie	Charlevoix	Cheboygan	Crawford	Emmet	Grand Traverse	Kalkaska	Leelanau	Otsego	Average
Payroll Clerk	\$29,120	\$33,114	\$38,875	\$39,416	\$52,515	\$31,200	\$40,166	\$32,446	\$40,000	\$37,428
Shop Foreman	\$42,806	\$42,203		\$44,179	\$59,629	\$56,368	\$42,806		\$52,000	\$48,570
Maintenance Foreman	\$41,017	\$39,352		\$46,218	\$61,687	\$56,368		\$49,000	\$50,173	\$49,116
Office Manager	\$42,224	\$42,245	\$52,393	\$52,291	\$52,515	\$75,234	\$45,351	\$48,300	\$57,000	\$51,950
Superintendent	\$50,232			\$55,994	\$70,037	\$64,251	\$45,526	\$55,825		\$56,978
Manager		\$70,226	\$72,000	\$80,267		\$94,994	\$67,320			\$76,961
Engineer/Manager	\$71,760				\$86,166			\$69,020	\$75,000	\$75,487
MTF revenue	\$2,527,408	\$3,037,174	\$3,653,944	\$2,391,337	\$3,670,481	\$6,990,226	\$3,198,357	\$2,800,730	\$3,631,049	\$3,544,523
Antrim CRC revenue =			\$3,348,956							

att-pg. 4

## CURRENT CONTRACT REVIEW MATTERS

### HEALTH & PUBLIC SAFETY

Meeting 3-25-15 – agenda out 3-17-15

- #15-0235 Manna Food Project MOU (emailed 2-18-15)
- #15-0232 MDOT Airport Signs, Apron Lights, Wind Cone (emailed 2-22-15)
- #15-0233 Rave Mobile Safety Service Agreement – Smart911 (emailed 2-24-15)
- #15-0236 Airport Land Lease – Laker Aviation (emailed 3-4-15)

### BUILDINGS, LANDS & INFRASTRUCTURE

Meeting 3-31-15 – agenda out 3-24-15

- #14-0212 Art Rapids! – Walk of Art MOU (emailed 11-17-14) – Janet needs for 2-17 meeting

### ADMINISTRATION

Meeting 4-2-15 – agenda out 3-26-15

- #15-0231 Experience Works (emailed 2-19-15)

### Waiting on additional information in order to continue legal review process:

- #14-0062 DHS Lease Agreement (expires 12-31-14, 3 month extension to 3-31-15) (emailed 12-27-13 and add'l info 5-14, 6-23)
- #14-0179 Goodwill (Antrim County Collaborative) – 2015 appropriation (emailed 10-11-14)
- #14-0201 Antrim Conservation District – Soil Erosion (emailed 10-24-14)
- #14-0209 Antrim Conservation District – General (emailed 12-1-14)

### Waiting on approval/opinion:

- #14-0076 White Birch Lane agreement (emailed 2-19-14 by Janet Koch)
- #14-0149 Barnes Park Ordinance (emailed 7-10-14)
- #14-0125 Glacial Hills Partnership Agreement (emailed 3-28-14, 2-17-15)
- #14-0140 Civil Fine Review (emails 5-12, 6-19, 9-18)
- \_\_\_\_\_ Contracts/Leases RE Budgeted Items (emailed 10-17-14).
- #15-0224 Ebay Advertising – Airport Snow Equip (emailed 2-6-15)
- #15-0226 Title Review for 20 acre property donation (emailed 2-11-15 by Janet Koch)

### Review completion requested by 11-21-14:

- #14-0200 Central Lake DDA (emailed 10-21-14)

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes March 17, 2015 Special Meeting

Members present: Ed Boettcher, Dave Heeres, Laura Stanek  
Members absent: None  
Others present: Pete Garwood, Janet Koch, Sheryl Guy, Patty Niepoth, Sherry Comben, Deb Haydell, Randy Bishop, Bob Wilson (departed at 1:48 p.m.)

### **1. Meeting was called to order at 1:00 p.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

Mr. Wilson asked the Committee to work with Mr. Rossiter and resolve the civil counsel issues. He said he'd been at a recent meeting with Charlevoix County officials who had indicated that a joint civil counsel between the two Counties had been decided.

### **3. Grievance Briefing**

Pete Garwood, County Administrator, gave the Committee an overview of the grievance procedure. Sheryl Guy, County Clerk, asked about the specific grievance. Mr. Garwood said the grievance report cited Section 17.1 – Wages, Section 17.2 – New Classifications, and Section 19.10 – Reclassifications.

Ms. Haydell said the budget amendment approved at the Board of Commissioner's meeting on December 11, 2014 was written to meet the information provided to her by the department head via telephone.

Mr. Boettcher said the Board had approved a Clerk II full-time position in December. The motion was as follows: "It was moved by Stanek, seconded by Dawson, that the Equalization Director be approved to restore the part time Clerk II position to a full time Clerk II position with all benefits afforded to full time union employees and that the Equalization Department 2015 budget be increased in the amount of \$33,224.98. Motion carried as follows: Yes – Heeres, Dawson, Bary, Boettcher, Howelman, Crawford, Stanek, Marcus; No – None; Absent – Blackmore."

### **4. Grievance Hearing**

Union representative Dave Meacham, former union steward Casey Guthrie, current union steward Danell Doucette, Equalization Director Karleen Helmreich, and grievant Laura Rogers appeared at the meeting.

Mr. Meacham thanked the Committee for holding the meeting. Mr. Garwood told Mr. Meacham that the Commissioners had felt certain they were voting to make the position a Clerk II position. Ms. Helmreich said she had requested that the position be an Administrative Assistant position.

Mr. Meacham asked if a Clerk I or an Administrative Assistant position would have been considered by the Commissioners. Ms. Stanek and Mr. Boettcher said it would not have been. Ms. Stanek said she'd been chair of the Committee at the time of the request, and the motion had

moved the part time Clerk II position to a full-time Clerk II. She added that at no time had there been any consideration of the other two positions.

Mr. Meacham asked Ms. Helmreich where she'd obtained the \$15.14 per hour figure. Ms. Helmreich said Mr. Garwood had told her to contact the accountant for the wage scale. In response to a question from Ms. Rogers, Mr. Garwood said that though the budget amendment had included a specific dollar amount, that the union wage scale prevailed. Ms. Haydell said the budget amendment was a budget request, not a hiring tool.

Ms. Rogers said the mistakes that had been made were at her expense, and asked the Committee to honor the wages that were originally offered to her. Mr. Meacham, Mr. Guthrie, Ms. Doucette, Ms. Helmreich, and Ms. Rogers excused themselves for a short caucus and returned at 1:49 p.m.

Mr. Meacham said the issue of reclassification could be considered at a different time. He requested that the Committee offer Ms. Rogers a wage of \$15.14 per hour to remedy the situation.

Mr. Meacham, Mr. Guthrie, Ms. Doucette, Ms. Helmreich, and Ms. Rogers left the meeting at 1:54 p.m.

## **5. Civil Counsel Discussion**

Mr. Garwood distributed a document that listed the contracts currently under review by civil counsel (**see attached**). He also distributed a rough draft of a Request for Proposal (RFP) for legal services for the Committee to consider.

Mr. Rossiter appeared at the meeting at 2:05 p.m. Mike Crawford appeared at the meeting at 2:09 p.m.

Mr. Boettcher said the three options were to share an attorney with another county which could take a long time to get into place, to hire outside counsel, or to have Mr. Rossiter continue as civil counsel. The Committee voiced various scenarios that were meant to entice Mr. Rossiter to change his mind. Mr. Rossiter said there was nothing in the immediate future that would make him reconsider his resignation as civil counsel.

Mr. Rossiter said Antrim County has unique features regarding civil work; the dams, for instance, and oil and gas issues. He added that general counsel might be suitable for much of the work but that specialized firms might be necessary for specific issues.

The Committee and Mr. Rossiter discussed a possible conflict of interest if the firm has multiple clients in the County. If so, a different firm could be used by one of the parties. Mr. Rossiter said the parties involved can waive conflict; if the conflicts aren't necessarily issues of substance.

Regarding the outstanding contracts, Mr. Rossiter said the Mancelona Area Water and Sewer Authority (MAWSA) and Glacial Hills contracts were most critical. He added that his opinion

presented to the Board of Commissioners at their meeting on March 12, 2015 that he doesn't consider the Urban Cooperation Act an acceptable statute for the contract's legality remains valid. Mr. Rossiter told the Committee that attorney Jim Young is considering a revision of the contract between Antrim County and MAWSA utilizing a different statute. Mr. Rossiter said a new contract will require a new statutory review. Because of the new direction being taken by Mr. Young, Mr. Rossiter indicated it is now an appropriate time to bow out of civil counsel responsibilities.

Mr. Boettcher asked Mr. Rossiter if he would be willing to review a contract with new civil counsel; Mr. Rossiter indicated that he would not. Mr. Rossiter advised talking to other similarly-sized counties in the region. Mr. Garwood said he'd talked to Cheboygan and Charlevoix Counties and that he will contact counties that didn't send out RFPs.

The Administration Department will revise the RFP with the assistance of current labor counsel and present the revised version to the Committee members. Timing of the RFP's due date and the date for selection of the new civil counsel was discussed.

**Motion by Laura Stanek, seconded by Dave Heeres, to send notice of a Request for Proposal for new civil counsel to local newspapers and also directly to various law firms.**

**Motion carried – unanimous.**

**6. Public Comment**

None.

**7. Various Matters**

None.

The meeting was adjourned at 2:47 p.m.

The meeting was reconvened at 2:55 p.m.

**Motion by Laura Stanek, seconded by Dave Heeres, to deny the grievance request filed by Laura Rogers as it would be inconsistent with the collective bargaining agreement (CBA) between Antrim County and the Teamsters Local 214. Motion carried – unanimous.**

The meeting was adjourned at 2:56 p.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes

March 27, 2015

### Special Meeting

Members present: Ed Boettcher, Dave Heeres, Laura Stanek

Members absent: None

Others present: Pete Garwood, Mike Crawford, Janet Koch, Deb Haydell, Sheryl Guy, Sherry Comben, Linda Gallagher

#### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

#### **2. Public Comment**

None.

#### **3. Equalization Director**

Present at this portion of the meeting were Karleen Helmreich, Laura Rogers, Pat McCall, Sabrina Carr, and Casey Guthrie.

Pete Garwood updated the Committee regarding his current search for a new Equalization Director following Karleen Helmreich's recent resignation. Mr. Garwood also told the Committee that he had contacted Dan Holland from the State of Michigan's Assessment and Certification Division of the Department of Treasury, and that Mr. Holland had indicated that Equalization Directors can be difficult to attract and retain due to the numerous opportunities for their services. Mr. Holland had also recommended that an Equalization Office should plan for succession and that everyone in the office should be certified as an assessor. In addition, Mr. Holland had said the County has a large liability concern if the reports aren't completed in time and by qualified staff.

Mr. Garwood said the County's immediate concern was to hire someone for the short term on a contract basis. He added that retaining the current Equalization staff was also important. Mr. Boettcher asked what work was critical. Mr. Garwood named the upcoming reports that are due at the State of Michigan. Some of these are due in mid-April. The last report is due in June.

Pat McCall, from the Assessment and Certification Division, confirmed what Mr. Garwood had said regarding the reports. Mr. Garwood asked about a possible extension of equalization deadlines; Mr. McCall said the State Tax Commission would have to address that issue.

The Committee and Mr. Garwood discussed the options regarding contracting with a Level III or Level IV assessor on a short term basis. Ms. Helmreich had sent a proposal to Mr. Garwood for contracting with the County on a short term basis.

Mr. Garwood said the County had paid the previous Equalization Director flat fees for services performed after he'd resigned from the County as a full time employee. The current cost of the Equalization Director, including wages, benefits, health insurance, and taxes, is \$7,465.31 per month.

The Committee discussed the details of Ms. Helmreich's proposal. Ms. Stanek said she wasn't willing to approve the proposal as presented.

Mr. Garwood left the meeting to contact an assessor who had indicated that she might be willing to step in on a contract basis. When he returned, he said the assessor would be willing to perform the required reports for a flat fee that would be negotiated. The assessor gave a ballpark figure of around \$20,000.00, but would first have to visit the Equalization office and see exactly what shape the assessment rolls are in and evaluate our process.

The State Tax Commission was contacted regarding Ms. Helmreich's ability to work as a township assessor and serve as Antrim County's Equalization Director. In this particular case, it is possible that Ms. Helmreich could serve as both.

**Motion by Dave Heeres, seconded by Ed Boettcher, to recommend that the Board of Commissioners enter into a contract with Karleen Helmreich to work toward completion of the 2015 equalization process, with Ms. Helmreich to be paid \$6,000 per month, also to be paid out her remaining accrued vacation hours, and to reclassify the Equalization Department's Clerk II position as a Clerk I and to make MCAO level II certification a requirement of that Clerk I position and that the current employee in that position obtain the certification in a timely manner. Yes votes – Dave Heeres, Ed Boettcher. No vote – Laura Stanek. Motion carried.**

As of March 27, 2015, Ms. Helmreich's accrued vacation hours were 24.87 for a total gross pay of \$800.09.

After discussion with Mike Crawford, Chairman of the Board of Commissioners, it was decided to hold a special Board of Commissioners meeting at 9:00 a.m. on Monday, March 30, 2015.

#### **4. Civil Counsel Update**

Mr. Garwood told the Committee that he'd sent out seven Request for Proposals to attorneys in the region. He added that he'd received one proposal but expected to receive more by the deadline of March 31. Mr. Boettcher said he would like to hold interviews with a select list of firms. A tentative date of Wednesday, April 8 was selected for interviews.

Mr. Garwood said that Mr. Rossiter, Antrim County's Prosecuting Attorney, had indicated his willingness to continue as the County's Freedom of Information Act Coordinator.

There was a discussion of the parliamentary position, which is part of the Board of Commissioner Rules of Procedure.

#### **5. Public Comment**

None.

#### **6. Various Matters**

Mr. Garwood told the Committee that he was investigating the conflict of interest issue regarding Mr. Crawford's properties that are near the area affected by the TCE plume. An attorney has been consulted and will be providing an opinion.

Mr. Garwood noted that the proposed Purchasing/Bid policy had been reviewed at the Department Head meeting and that the department heads were still making comments.

The meeting was adjourned at 11:08 a.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes April 2, 2015

Members present: Ed Boettcher, David Heeres  
Members absent: Laura Stanek  
Others present: Mike Crawford, Sheryl Guy, Sherry Comben

### **1. Meeting was called to order at 9:05 a.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Sheriff Department Hiring**

Undersheriff Dean Pratt appeared in front of the Committee. On March 26, Dispatcher Colleen “Kellie” Green passed away after a brief illness. Sheriff Dan Bean was requesting that funds be released for a new full-time dispatcher and that he be authorized to begin the hiring process.

**Motion by Dave Heeres, seconded by Ed Boettcher, to recommend to the Board of Commissioners that the funds be released and that Sheriff Dan Bean begin the hiring process to fill a full-time dispatcher position which has recently become vacant.**

**Motion carried – unanimous.**

### **4. Commission on Aging (COA)**

#### Job Reclassification

Pete Garwood, County Administrator, had recommended in a memo to the Committee to review the request of Judy Parliament, COA Director, and to bring it back to the May 7 Committee meeting for action.

Ms. Parliament said request for a job reclassification was due to a change in job responsibilities. Mr. Garwood asked Ms. Parliament to look at the current job description and revise it to reflect the job responsibility changes. Mr. Garwood added that Paul Tate is a member of the union. Mr. Garwood added that he will discuss the reclassification with the union.

In the spreadsheet that Ms. Parliament had submitted to the Committee titled “COA Proposed Nutrition Program Wages,” she noted that the cell A6 wage indicated at \$14.18 should be \$14.45. The resulting calculation was correct as submitted.

Ms. Parliament will submit old and new job descriptions for Mr. Tate to the May 7 Committee meeting to help with the decision.

### **5. County Administrator Position Description**

Mr. Boettcher said he had asked to discuss Mr. Garwood’s job description primarily to address the issue of the County Administrator’s direct supervision of the department heads. Mr. Garwood asked that the Board of Commissioners clarify the extent of his authority.

Mr. Boettcher asked Mr. Garwood to review his job description closely and tell the Committee how well the current description reflects what he actually does.

In addition, Mr. Boettcher said he'd like the Board of Commissioners to develop a strategic plan for the County. He cited Manistee County as an example.

#### **6. Civil Counsel Update**

Proposals from six law firms had been received at the County Administrator's office. Mr. Garwood gave a brief description of the six firms to the Committee. Ms. Haydell asked if it would be a conflict of interest if a Commissioner had a relative working for one of the firm. Mr. Garwood said it would have to be publicly disclosed during a meeting. The three law firms the Committee chose to interview were:

- Cummings, McClorey, Davis & Acho
- Plunkett Cooney
- Smith Haughey Rice & Roegge

Mr. Garwood will schedule the interviews for Wednesday, April 8.

#### **7. Equalization Director Update**

At their special meeting on April 1, 2015, the Board of Commissioners voted to approve a contract with W.A.S., LLC to provide Equalization roll services to the County through June 30. Mr. Garwood said he had contacted Polly Cairns regarding the contract and that she expected to start work on the project that day.

Mr. Garwood said he had not yet received any applications for the Equalization Director position. Applications are currently being accepted until April 17.

#### **8. Agenda Attachments on Website**

Janet Koch, Associate Planner, told the Committee that at a recent Board of Commissioners meeting, a question was raised regarding the appropriateness of including agenda attachments on the County website. Other items recently discussed regarding the website were accessibility of the union contracts and the County policies.

It was the Committee's consensus to not make any changes as to how information is currently posted on the website. Small changes are being made to the agenda and minutes packets that should help clarify the attachments.

#### **9. Antrim County Emergency Services (ACES) Appointment**

**Motion by Dave Heeres, seconded by Ed Boettcher, to recommend that the Chairman of the Board of Commissioners appoint Ed Sayre to be the ACES representative to the 911 Board for the 2015 term. Motion carried – unanimous.**

#### **10. Various Matters**

Mr. Crawford said he'd like Mr. Garwood to look into the medical prescription program mentioned at the recent Michigan Association of Counties conference. Sherry Comben, County Treasurer, also mentioned a program.

Printing from iPads

At the April 1, 2015 Special Board of Commissioner meeting, Commissioner Bob Wilson requested that the Committee discuss how the Commissioners could print documents from the iPads to a County printer. Valerie Craft, IT Director, was not available to discuss the issue. Mr. Boettcher suggested that if a Commissioner wishes something printed, that it be sent to the Administration Department, so staff can print the document.

The Committee said having Mr. Rossiter give a FOIA presentation to the Board would be useful.

**11. Public Comment**

None.

The meeting was adjourned at 10:43 a.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes April 8, 2015

Members present: David Heeres, Laura Stanek

Members present by telephone: Ed Boettcher (Mr. Boettcher engaged in the conversation but was not legally able to vote by phone)

Others present: Mike Crawford, Pete Garwood, Janet Koch, Patty Niepoth (partial)

### **1. Meeting was called to order at 8:45 a.m. by Laura Stanek.**

### **2. Public Comment**

None.

### **3. Civil Counsel Interviews**

The Committee, along with Pete Garwood, County Administrator, interviewed the lead attorney from three of the firms that had supplied Requests for Proposals to the County for legal services:

- Karrie Zeits with Smith Haughey Rice & Roegge
- Gretchen Olsen with Plunkett Cooney
- Haider Kazim with Cummings, McClorey, Davis & Acho, P.L.C.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend that the Board of Commissioners accept the resignation of Prosecuting Attorney James Rossiter as Antrim County's Civil Counsel and to recommend that the Board of Commissioners hire Cummings, McClorey, Davis & Acho as Civil Counsel, and if Cummings, McClorey, Davis & Acho doesn't accept, to hire Plunkett Cooney as Civil Counsel.**

**Motion carried – unanimous.**

### **4. Public Comment**

None.

The meeting was adjourned at 11:13 a.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes May 7, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek

Members absent:

Others present: Sheryl Guy, Sherry Comben, Debra Haydell, Tina Schrader

### **1. Meeting was called to order at 9:05 a.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Commission on Aging (COA) Reclassification Request**

Judy Parliament, COA Director, and Paul Tate, COA Head Cook, were present to address Mr. Tate's job reclassification request from Head Cook to Food Service Coordinator. This title is currently used for the Jail Cook as well. Pay for the position would be aligned with the two other lead positions in the COA operations which are both classified as Clerk II. Laura Stanek indicated that the COA Board of Advisors at their meeting on April 20, 2015, voted unanimously in support of the reclassification request (see pg.6).

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the reclassification of the Commission on Aging Head Cook to Food Service Coordinator and index the pay grade to the Clerk II wage scale in the General Unit Collective Bargaining Agreement (CBA), and that in accordance with the CBA the reclassification will be effective for the first full pay period in July 2015. Motion carried – unanimous.**

### **4. Equalization Department**

#### Tuition Reimbursement Request

Pete Garwood, County Administrator, indicated that a request had been received from Casey Guthrie, Appraiser, for the reimbursement of expenditures for MAAO (Michigan Advanced Assessing Officer) Level 3 certification through the State Tax Commission Certified Assessing Officer Training Program which is a 12-month course. Mr. Garwood indicated this certification is not required for Mr. Guthrie's position but it would be advantageous to the County and for him to take the course.

Question arose regarding Mr. Guthrie taking on work in addition to his employment with the County. Mr. Garwood indicated that Mr. Guthrie could take on additional assessing jobs with other communities in his free time and it would not penalize the County. The requirement to have a Level 4 certification for over \$1.997 billion of state equalized value (SEV) applies only to the individual signing the tax roll, in our case the Equalization Director. Ed Boettcher stated it is important to encourage employees to seek advanced training relative to their positions so that they may excel in their skills and service to the County. The Sheriff Department currently has an employee who is taking classes under a tuition reimbursement agreement.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners approve the proposed agreement (see pg.7) between Antrim County and Casey Guthrie,**

**Appraiser, for reimbursement of enrollment costs associated with the Michigan Advanced Assessing Officer Level 3 Certification through the State Tax Commission Certified Assessing Officer Training program. Motion carried – unanimous.**

Personnel Request

Mr. Garwood stated he received a request from Laura Rogers, Clerk II in the Equalization Department, for her position to go from full-time status to regular, part-time status on a temporary basis due to life circumstances. Ms. Rogers, who was present for the discussion, indicated she would work four, eight-hour days, with Wednesdays off which would result in 5.5 hours less worked each week.

In discussions with Polly Cairns, contracted Equalization Director, Ms. Cairns has indicated her willingness to monitor and make sure the work is being completed in a satisfactory and timely manner if Ms. Rogers request is granted. Mr. Garwood would also monitor with regular reports from Ms. Rogers and Ms. Cairns. Casey Guthrie, Appraiser, is typically out of the office each day from 9:30 – 3:30, however, Julie Weston, GIS Technician, stated she is able to handle the office on the day Ms. Rogers is not in the office as long as she doesn't get back logged on GIS projects. Sherry Comben, County Treasurer, expressed her concern and wanted to be assured that all address changes and deed changes will be getting done in a timely manner. Ms. Rogers has indicated she feels she can keep up with the demands of the position during this time and would be flexible to meet those demands when necessary.

Ms. Stanek reminded the Committee that they were convinced in December to restore the part-time Clerk II back to full-time due to the volume of the workload in the Department. Motion was presented by Laura Stanek to deny the request which died for lack of support.

Mr. Garwood indicated that if the request is granted and then it is determined that the arrangement is not working, the position could be restored back to full-time status immediately.

**Motion by Ed Boettcher, seconded by Dave Heeres, to recommend the Board of Commissioners approve the request of Laura Roger, Clerk II in the Equalization Department, to temporarily move from full-time employment at 37.5 hours per week to part-time employment at 32 hours per week, following the applicable union contract regarding benefits, for a period of three months with the stipulation if the workload of the position is not completed in a timely and satisfactory manner, the position will be restored back to full-time immediately. The temporary, regular, part-time status will take effect on May 25, 2015.**

**Votes in favor – Ed Boettcher, Dave Heeres; Votes against – Laura Stanek. Motion carried.**

Equalization Director Update

Mr. Garwood stated that no valid applications were received for Equalization Director. In order, to move forward in meeting the County's responsibilities under the assessing and equalization laws, it was determined to pursue the following avenues simultaneously:

1. Re-advertise for an Equalization Director and send to other assessing associations throughout the state – ad to include a salary range, flexibility of work schedule, description of attractiveness to live and work in Antrim County.
2. Pursue leads provided to the Administration Office of two assessors to determine their interest to serve as the Equalization Director as an employee or on a contractual basis (medium or long-term); and set up interviews.
3. Pursue short-term plan for when the contract with Polly Cairns expires June 30, 2015.

County Administrator will report back to the Committee at their next meeting.

**5. Board of Commissioners Procedures Amendment**

With the resignation of the Prosecuting Attorney as Antrim County's Civil Counsel, an update to the Antrim County Board of Commissioners Procedures is necessary. Section 4.5 currently names the Prosecuting Attorney as the parliamentarian to the Board of Commissioners. Antrim County's new Civil Counsel will not be attending all meetings of the Board and it would also be helpful to have the parliamentarian available at the committee meetings of the Board.

**Motion by Laura Stanek , seconded by Dave Heeres, to recommend the Board of Commissioners amend the Antrim County Board of Commissioners Procedures, Section 4.5 Parliamentarian, to read: *The Associate Planner in the Administration Office shall advise the Chairman and the Board of Commissioners regarding questions of parliamentary procedures.* Motion carried – unanimous.**

## **6. County Administrator Essential Duties Review**

The Committee had requested that Mr. Garwood present a revision of his Description of Essential Duties particularly addressing the issue of direct supervision of appointed department heads. In a review of the County Administrator Description of Essential Duties, Mr. Garwood presented suggested areas for discussion and clarification along with additional considerations to include all appointed department heads reporting directly to the County Administrator (see pgs.8-13).

Ms. Stanek expressed her opinion that the Essential Duties of the County Administrator does outline the Administrator's authority. Mr. Boettcher's stated his understanding is that when the title of Coordinator/Planner was changed to County Administrator, the department head authority issue was not addressed. Mr. Garwood confirmed he doesn't believe he has authority in direct supervision of department heads.

The Committee took a break from 10:10 – 10:20 a.m.

Discussion took place on #2 of the Description of Essential Duties. As currently written, Mr. Boettcher indicated the department heads answer to each Board of Commissioner, and each Board of Commissioner can request work from each department head at will. Mr. Garwood stated he sees the County Administrator being responsible for supervising these positions, conducting reviews, discipline, and providing resources required by the department head to accomplish their duties. Mr. Boettcher stated the Board should work with the County Administrator but the Board should still ultimately be responsible for the department head. Mr. Garwood indicated that the authority for disciplinary issues lies with the Administration Committee which can put sensitive issues into the public forum. The definition of supervision versus oversight was discussed citing the need to more clearly define.

Discussion took place on #4 of the Essential Duties. Debra Haydell shared the Essential Duties for the County Accountant which are based on Public Act 2. The need for clarification of the roles and responsibilities of the County Administrator pertaining to the budget was identified. Sheryl Guy, County Clerk, requested a meeting be scheduled with elected officials to discuss the County Administrator Description of Essential Duties and how possible changes would affect their departments.

Ms. Stanek suggested this matter go to the full Board of Commissioners for direction and the forming of an ad hoc committee for further discussions of the County Administrator's essential duties. Mr. Boettcher indicated he will bring the issue to the full Board during Committee reports.

## **7. Authority to Sign Contracts Update**

As a result of hiring new Civil Counsel, it is necessary to amend the Authority to Sign Contract Policy adopted on September 11, 2011.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners adopt the amended Authority to Sign Contract Policy (see pgs.14-16). Motion carried – unanimous.**

#### **8. Experience Works Agreement**

Civil Counsel has reviewed an agreement with Experience Works to provide an assistant for the County Accountant as approved by the Board of Commissioner on October 9, 2014. The individual will be required to sign a document indicating they are not a County employee and the Administrator will run a background check. Compensation for the position is provided by Experience Works through grants.

**Motion by Laura Stanek, seconded by David Heeres, to recommend the Board of Commissioners approve entering into a contract with Experience Works to provide a part-time assistant to the County Accountant at no cost to the County (see pgs.17-21). Motion carried – unanimous.**

#### **9. Fidlar Technologies Agreement**

Patty Niepoth, Register of Deeds, presented for approval a computer system and software license sales agreement with Fidlar Technologies for the purpose of indexing and imaging documents electronically. After researching three companies, Ms. Niepoth felt Fidlar Technologies would provide the best service. This technology will provide 24-hour access to documents for the public.

Mark Schwarting with Fidlar Technologies was available to answer questions. Lori Wilson, Register of Deeds, Abstractor and GIS for Montcalm County along with Amy Jenema, local assessor, spoke in support of this software. With new regulations that are coming down, the timing of installing this software is ideal.

Civil Counsel has approved the agreement for signature and the cost for the software is within the budget. Valerie Craft, IT Director, indicated new hardware will be purchased for not more than \$23,000 to come out of the Register of Deeds Automation Fund.

**Motion by David Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners authorize the Board Chairman to sign the Computer System and Software License Sales Agreement with Fidlar Technologies for the Register of Deeds office (see pgs.22-25). Motion carried – unanimous.**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve a budget amendment from Fund 256 Register of Deeds Automation, Department 901 Capital Outlay, for \$23,000. Motion carried – unanimous.**

#### **10. US 131 Corridor/Mancelona Partnership Resolution**

The attached (see pg.26) resolution came from the Northern Lakes Economic Alliance and Networks Northwest. Adoption would show support from Antrim County for the regional US-131 Corridor Economic Development Strategy and the Village of Mancelona Economic Development Strategy. It is very helpful to the community when the County shows its support as they, in this instance, implement the components and work through the issues of the US-131 Corridor development.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners adopt the Partnership Resolution – Village of Mancelona Economic Development Strategy – to cooperatively engage in and/or support the development of the Village of Mancelona Economic Development Strategy and the Regional US-131 Corridor Economic Development Strategy. Motion carried - unanimous**

#### **11. Renewable Energy Webinar**

At a recent Board of Commissioner's meeting, Christian Marcus had asked that a specific training course be looked into regarding solid waste offered as a webinar by Lorman Education Services. It was discovered the course focuses on waste to energy, which is not something the County is considering. Lorman, however, has a number of other training opportunities covering various subject matters. It was felt that the Committee would address various training opportunities as they become available in the future.

## **12. Aerial Photography**

Valerie Craft, IT Director, indicated that the aerial photography available through the County's parcel search data is not the most recent orthophotography that the County owns. The County has 2005 aerials, but what is currently on the website is photography from 1999. The GIS Department sells digital data, aerial imagery, and printed maps according to a fee schedule adopted by the Board of Commissioners in August 2006. However, Julie Weston, GIS Technician, indicated that since 2009, the department has only received approximately five requests involving a fee and no requests since 2012.

**Motion by David Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the uploading of the 2005 Antrim County digital orthophotography to the County's website. Motion carried – unanimous.**

Ms. Weston shared with the Committee the possibility of obtaining updated orthophotography via a partnership with the state. The state will be flying this part of the state in the spring of 2016 and the County can obtain the digital imagery for a little less than \$17,000. The 2005 imagery is ten years old, making it less valuable for everyone from assessors to emergency services to the sheriff's office to prospective buyers of property. It was also noted this was something that was relied on in the revision of the master plan.

Ms. Weston indicated that moving ahead would involve contracting with the state by the end of 2015. It was the consensus of the Committee to place this project into the 2016 budget as part of the Capital Improvement Plan and to look into what additional departments could benefit from the orthophotography including possibly 911 dispatch.

## **13. Various Matters**

Mr. Garwood indicated that Theresa Kent, Abstractor, has requested hiring a temporary employee in her department to assist with upcoming scheduled vacations and attending to personal family needs. Mr. Garwood called the Committee's attention to the Hiring of Temporary Employees Policy stating he believes Ms. Kent's request meets the intent of the policy. Monies are available in the budget and it is the intention that the employee would be hired for no longer than two weeks at a time. It was the consensus of the Committee that Mr. Garwood move forward with granting Ms. Kent her request following the Hiring of Temporary Employees Policy. Mr. Garwood mentioned it is likely the individual hired would be used again for future needs.

## **14. Public Comment**

None

The meeting was adjourned at 11:36 a.m.



## *Memorandum Administration Office*

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April 30, 2015

TO: Administration Committee

FR: Peter Garwood  
County Administrator

RE: Reclassification Request – Commission on Aging Head Cook

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I have reviewed the reclassification request from the Head Cook for the Commission on Aging (COA), Paul Tate to Food Service Coordinator and find justification for the request. The original request to reclassify the position to Chef/Kitchen Manager has been changed to a title of Food Service Coordinator. I believe this is a better title for the position for consistency purposes as we currently use the Food Service Coordinator title for the jail cook.

I recommend the position be reclassified to Food Service Coordinator and the pay grade be indexed to that of a Clerk II in the General Unit Collective Bargaining Agreement (CBA) for the following reasons:

- The pay for the position will be aligned with the two other lead positions in the COA operations which are both classified as Clerk II.
- Although it will remain slightly less, the pay for the position will be more closely aligned with the cook position in the jail.
- After reviewing the added responsibilities (to the Description of Essential Duties) outlined in the new attachment submitted by Judy Parliament, COA Director, there appears to be justification for the reclassification.

Recommended action:

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to recommend the Board of Commissioners approve the reclassification of the Commission on Aging Head Cook to Food Service Coordinator and index the pay grade to the Clerk II wage scale in the General Unit Collective Bargaining Agreement (CBA), and that in accordance with the CBA the reclassification will be effective for the first full pay period in July 2015.

**TUITION REIMBURSEMENT AGREEMENT  
BETWEEN  
ANTRIM COUNTY  
AND  
CASEY GUTHRIE**

This agreement is made between the County of Antrim ("County") and Casey Guthrie ("Employee") for the purpose of setting the parameters under which the County agrees to reimburse the Employee for courses to be taken toward the pursuit of MAAO (Michigan Advanced Assessing Officer) Level 3 certification through the Michigan Certified Assessing Officer program.

It has been determined to be beneficial to Antrim County to encourage employees to gain a greater understanding of their field of work which also may benefit the County when planning for the future.

1. Antrim County will reimburse the cost of MAAO Level 3 certification for the Employee on a semester by semester basis for the four subject areas listed in #4 of the attached program summary.
2. The Employee must receive a passing grade for each semester in order to be eligible for tuition reimbursement. Reimbursement will take place upon completion of each semester and receipt of documentation of a passing grade for each semester. Reimbursement will be at full cost for each semester minus a 10% retainage. Reimbursement for the fourth and final semester plus the retainage from each of the previous three semesters will be paid upon official notification that the Employee has attained MAAO Level 3 certification.
3. If the Employee leaves the employment of the County by their own initiative (aside from death or a debilitating illness or injury that renders the employee unable to perform the job) or is discharged for disciplinary reasons, the Employee agrees to pay the County back for the cost of certification consistent with the following schedule:
  - If Employee leaves within two years after the completion of certification – 100%
  - If Employee leaves within four years after the completion of certification – 33%
4. Review of documentation of a passing grade at the end of each semester and approval of payment will be performed by the Administration and County Services Committee.

\_\_\_\_\_  
Michael Crawford, Chairman  
Antrim County Board of Commissioners

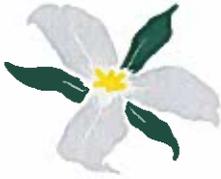
Date: \_\_\_\_\_

\_\_\_\_\_  
Casey Guthrie, Appraiser  
Antrim County Equalization Dept. Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Danell Doucette, Union Representative

Date: \_\_\_\_\_



## *Memorandum Administration Office*

May 4, 2015

TO: Administration and County Services Committee

FR: Peter Garwood  
County Administrator

RE: County Administrator Position Description – Other Considerations

1. Currently, the appointed department heads report directly to the Board of Commissioners. Traditionally, in almost all counties, all appointed department heads report directly to the County Administrator. The draft position description includes the placement of all appointed department heads as direct reports to the County Administrator. Issues which must be addressed:
  - a. Hiring, discipline and termination of employment for department heads.
  - b. All appointed department head position descriptions will need to be revised if the proposed position description for the County Administrator is accepted and approved. This will not take much time or effort.
  - c. Chief Administrative Officer (CAO) – The CAO is currently the Accountant. A decision would have to be made whether to keep it that way or appoint the County Administrator as the CAO, in particular if the Accountant is supervised by the County Administrator.
  
2. Currently, the human resources (HR) function is very decentralized. I as County Administrator provide strategy for the bargaining of all labor agreements, prepare for and coordinate all negotiations with the various employee groups, interpret and administer the labor contracts, etc. The Clerk's Office handles payroll, which includes all pre-employment paperwork, benefit paperwork and reporting, W-2's, etc.
  - a. We have two sets of employee files; one in each office. The files in the Clerk's Office on employees includes all records having to do with the signing up for benefits, wage & salary record (deductions for taxes, etc.) The files in the County Administration Office include any disciplinary measures, record of compliance with County policies, Family Medical Leave Act (FMLA) stuff, etc.

It is quite unusual to do it this way. By working together we have made it work, and only now and then do we discover a problem due to the arrangement.

I bring this up because it is difficult to include total responsibility for HR in the County Administrator Description as part of it is not under my control and it would require major changes to put it under my control.

## COUNTY OF ANTRIM DESCRIPTION OF ESSENTIAL DUTIES

### **TITLE: County Administrator**

#### **Summary**

The County Administrator is appointed by the Board of Commissioners to assist the Board in the development and implementation of goals, policies, and procedures, **to supervise all functions that report to the Board of Commissioners**, and to generally oversee the daily activities of the County. The County Administrator **assist the Board with** ~~participates in~~ the development of the annual budget and acts as the chief negotiator and administrator of union contracts. The County Administrator and support staff provide professional support, project management, and are responsible for the communication of Board generated information to County employees, the public and outside agencies. **Supervises appointed department managers and serves as liason between other agencies and the Board of Commissioners.**

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Include, but are not limited to, the following:

1. **Supervises staff engaged in the Administration Office and Planning Office. Includes responsibility for hiring, training, assigning work, approving leave time, reviewing and evaluating performance and dealing with employee relations issues.**
2. **~~Assists the Board of Commissioners with supervision of the~~ Supervises all appointed managers and functions of departments such as Maintenance, Commission on Aging, Equalization, Veterans, Building, Airport, Transportation, Accounting and others as assigned. Responsible for the process of hiring the majority of department managers, assigns functions, and reviews and evaluates managerial performance.**
3. **Serves as senior policy advisor to the Board of Commissioners, researching alternatives and submitting policy recommendations to the various standing committees or the Board of Commissioners. Oversees the administration and compliance with County Board policies.**
4. **~~The County Administrator and the financial support staff formulate and administer~~ Works closely with the County Accountant in the formulation and administration of the annual County budget under the general direction of the County Board of Commissioners and specific direction of the Finance Committee **consistent with the Uniform Budgeting Act.** Monitors expenditure and revenue reports generated in order to formulate recommendations for future revisions where necessary.**
5. **Serves as Chief Personnel Officer of the County. Assists the Board by recommending and preparing personnel policies for review. Oversees the County's compensation and**

classification process. Maintains personnel files for non-elected department heads and their staff. **Maintains personnel files for all bargaining unit employees.** Provides technical assistance and support in personnel management, employee relations **to department heads.** Assists department heads with proper administration of the bargaining agreements and County personnel policies, training, and discipline. Assists and consults with elected officials as to their needs in the personnel area. Evaluates and compares existing employee benefits with the benefits of other employers. Analyzes results of comparisons and surveys and develops recommendations for review by the Board.

6. **Oversees the County's employment selection process including the posting and advertising of vacancies, coordinates and participate in interviews and oversees pre-employment process including drug testing, physical exams, background and reference checks of new employees**
7. **Works to maintain good working relationships between the Board of Commissioners and other elected officials. Acts as a resource for elected officials/department heads when necessary and requested.**
8. Represents the Board of Commissioners externally serving as central contact point, providing information to citizens, various local, regional, state and federal agencies and organizations. Attends functions on behalf of the Board and makes reports to the Board when appropriate.
9. **Coordinates matters involving outside counsel work and recommends action on matters involving the County. Coordinates all contractual and professional services.**
10. Maintains a current level of knowledge of public administration and related disciplines through active membership in appropriate professional organizations, monitoring professional journals/publications, and participation in related training conferences and seminars.
11. Develops or directs the development of specifications, bidding and procurement procedures for special projects of the Board of Commissioners.
12. Serves as the County's chief negotiator for **all labor agreement negotiations for union negotiations and mediation.** **Responsible for developing a strategy for bargaining and administering all labor agreements within the County.** ~~Administers~~ including grievance proceedings, **and contract interpretation and implementation.**
13. Assists the Board of Commissioners in the implementation of their goals and directives. Provides assistance to the Board in the formulation of long range financial plans and capital improvement programs. Conducts various types of evaluations of County operations and programs.
14. Serves as central point of contact for departments and Commissioners. Conducts staff meetings for dissemination of pertinent information.
15. ~~Acting as a liaison,~~ **Administers and** communicates Board goals, policies and objectives to appointed and elected department heads.
16. Coordinates meetings of **all standing committees assigned committees, assigned** commissions and boards and prepares meeting notices and agendas for the committees

and distributes same to committee and board members in a timely fashion and in conformance to applicable statutes and ordinances. Accomplishes other duties as assigned by the committees and boards.

17. Provides assistance to the Board and committees to facilitate action on matters requiring their attention. Identifies items for the Board of Commissioners agenda and communicates the same to the County Clerk.
18. Is responsible for the overall direction and supervision of the Administrator Office. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
19. Communicates official plans, policies and procedures to all County staff, elected officials, agencies and the general public.
20. Attends all meetings of the Board of Commissioners.
21. Prepares and submits to the Board such research, reports and studies as may be required by that body or as Administrator may deem it advisable to submit.
22. Serves as the head of the Planning Department and may serve as the head of one or more other departments of County government, as assigned.
23. Performs other administrative duties as assigned by the Board of Commissioners.

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education:** Possession of Bachelor's Degree, (Masters Degree preferred), with substantial course work in public administration, municipal finance, personnel management, policy analysis and political science. ~~Also, a degree in land-use planning, urban planning, geographical planning, or a closely related field is preferred.~~

### **Experience:**

- a. A minimum of five (5) years of progressively more responsible administrative experience in county government which involved budget preparation, technical report writing, personnel administration, contract negotiations, public speaking, and policy development, or the equivalent.
- b. Considerable knowledge of modern policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development.
- c. Skill in preparing and administering budgets; skill in directing and administering county programs.

- d. Skill in the operation of the listed tools and equipment.
- e. Ability to communicate effectively orally and in writing with architects, contractors, developers, owners, supervisors, employees, and the general public. Ability to establish effective working relationships,

**Language Skills**

Ability to read, analyze, and interpret common financial reports, legal documents, studies and technical journals. Ability to respond to common inquiries or complaints from citizens, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to department heads, civic groups, businesses, general citizen groups and/or the Board of Commissioners.

Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, local municipal officials and public; ability to efficiently and effectively administer a municipal government.

**Special Requirements**

Valid Michigan drivers license, or ability to obtain one.

**Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Hand/eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is regularly required to talk or hear, is frequently required to sit and is occasionally required to stand and walk. The employee may be required to reach with hands and arms; use hands to finger, handle or feel. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust and focus.

**TOOLS AND EQUIPMENT USED**

Personal computer, including word processing, motor vehicle, calculator, telephone, copy machine and fax machine.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Most of the work is conducted in an office setting. The noise level in the work environment is usually quiet to moderately quiet in the office. The employee will be expected to travel offsite for meetings, inspections of construction sites and other settings in which the terrain may be varied and the noise level may occasionally be moderate to loud.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

### **SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Administration Committee: 10/2011  
Amended: 5/2015

## AUTHORITY TO SIGN CONTRACTS POLICY

1. **PURPOSE:** The purpose of this policy is to:
  - a. Formulate a written County policy regarding which official is appropriate to sign contracts;
  - b. Assure that each contract is approved by the Board of Commissioners;
  - c. Assure that **County** ~~the County Prosecutor/~~Civil Counsel is informed of any proposed purpose of contract at the earliest stage and has reviewed all contracts, prior to signing, to protect the County's interest;
  - d. Assure that the ~~proper~~ County **Accountant** ~~fiscal officer~~ has reviewed all contracts to ascertain that there are appropriately budgeted monies; and
  - e. Assure that ~~the~~ County Administrator has reviewed all contracts to ascertain proper administration of county business and this policy.
  - f. Communicate to County Elected Officials, Department Heads and the public, the formal County policy on what constitutes authorized contracts.
  
2. **APPLICATION:** This policy applies to all Department Heads, Elected Officials and Agencies of Antrim County.
  
3. **RESPONSIBILITY:** The ~~designated~~ County Administrator shall be responsible for the implementation of this policy. The Chairman of the Antrim County Board of Commissioners shall have the responsibility of administering this policy.
  
4. **POLICY:**
  - a. The general policy is that all *executed* contracts must be within budgetary limits after following appropriate purchasing policy and procedures and signed by the Chairman of the Board and/or an appropriate elected official based on statutory or case law authority. No non-elected department head **or other County Employee or agent shall have** ~~has~~ the authority to sign any contract or agreement, make any oral contract or agreement, or in any other way bind the County of Antrim without the express permission of the County Board of Commissioners. Only the Board of Commissioners of Antrim County can authorize multi-year contracts, which affect two or more budget years. All contracts must be approved ~~by~~ ~~by the~~ **Prosecutor/**County Civil Counsel as to legal content; **all contracts must be approved by the County Administrator with respect to substance; and** all contracts must be approved by the County ~~fiscal officer~~ **Accountant** with respect to ~~substance and~~ availability of funds prior to execution ~~and the contracts must be provided to the County Administrator for the purpose of administration of this~~

~~policy.~~ **All contracts which involve technology must be approved by the County Information Technology Director prior to execution.**

- b. If any Elected Official, Department Head or other County employee or agent signs a contract which is contrary to public policy, forbidden by statute **in violation of this policy** or otherwise disallowed, the County Board of Commissioners reserves the right to set aside such contract and hold the person signing such contract personally liable for any damages caused by entering into an unauthorized contract.
  - c. Persons or entities having business or doing business with the County of Antrim must determine that this policy has been complied with and the person signing or entering into a contract or agreement that binds the County of Antrim had the authority to **do** so and cannot rely upon a belief that a Department Head or other County employee or agent had the implied authority to enter into any contract or agreement or in any other way bind the County.
  - d. Nothing in this policy shall be deemed to negate, modify, alter or be a waiver of any statutory or case law requirements.
  - e. Nothing in this policy shall be deemed to negate, modify, alter or be a waiver of any governmental immunity or any other statutory or case law protection afforded to a governmental body or the County of Antrim.
5. **ADMINISTRATIVE PROCEDURES:** The County Administrator shall provide for the administration and processing of County contracts.
6. **COUNTY ADMINISTRATOR/ LEGAL COUNSEL REVIEW:** The County Administrator has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. ~~The Prosecutor/~~County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Antrim County Board of Commissioners.

**ADOPTED:** September 8, 2011

**AMENDED:** \_\_\_\_\_.

**AUTHORITY TO SIGN CONTRACTS POLICY**

**Acknowledgement**

The undersigned acknowledges that he/she has received a copy of the Authority to Sign Contracts Policy.

The undersigned also understands that he/she is bound by the policies and procedures described in this Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**Please return the following to:**

Antrim County ~~Coordinator/Planner~~ Administration Office  
P.O. Box 187  
Bellaire, MI 49615



## *Memorandum Administration Office*

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April 30, 2015

TO: Administration Committee

FR: Peter Garwood  
County Administrator

RE: Experience Works Agreement

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The Board of Commissioners on October 9, 2014, approved a temporary, irregular, part-time employee to work in the County Accountant's office. Debra Haydell has been researching the best means in which to secure this employee. She recommends entering into an agreement with Experience Works, a national nonprofit whose programs improve the lives of low-income older workers. Information on Experience Works is attached along with the agreement.

The agreement was reviewed by Civil Counsel and his approval to enter into an agreement with Experience Works is attached. He had a couple of suggestions:

1. Have the individual sign a document indicating they are not a County employee. Experience Works is fine with this requirement and I will see that a document is drawn up.
2. A background check should be conducted which I can run through the Michigan State Police site.
3. Become familiar with the Host Agency Handbook which Ms. Haydell indicates she has read through specific sections.

Recommended action:

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to recommend the Board of Commissioners approve entering into a contract with Experience Works to provide a temporary, irregular, part-time employee for the County Accountant's office.



### **Our Mission**

**Improve the lives of older people through training, community service, and employment.**

### **Our Strengths**

- Helping employers take full advantage of the talents of older workers.
- Helping older people who are low income or at risk of becoming low income.
- Using community service as a path to employment.
- Building strong relationships in local communities.
- Addressing the challenges facing older people in rural America.

### **Our Beliefs**

- Older people should have an opportunity to learn new skills and contribute to their community throughout their lives.
- Employers who hire, train, and retain older workers will be most successful.
- People who are productive and active throughout their lives will have better health, increased longevity, and a more positive effect on their community.

### **About Experience Works**

Experience Works is a national nonprofit whose programs improve the lives of low-income older workers. We began in 1965 as Green Thumb, a rural demonstration project that provided work for poor farmers, and have grown to become a leader in helping older adults develop skills to secure employment and break out of poverty. We now have more than 200 employees and operations in 30 states and Puerto Rico. We are funded by grants from the U.S. Department of Labor, states, foundations, sponsorships, and contributions from companies and individuals. Today, through our capacity to meet individual and community needs for job-skills training and job placement, older Americans are being included in the nation's economic recovery.

### **Senior Community Service Employment Program**

This year, more than 12,000 older adults have received training and job-placement assistance through Experience Works' largest program the Senior Community Service Employment Program (SCSEP). The SCSEP is the only federal program designed specifically for low-income adults who are age 55 and older. Funded under Title V of the Older Americans Act, the SCSEP gives seniors the opportunity to receive the minimum wage while improving their job skills at local community agencies such as senior centers, schools, and health and veterans facilities before transitioning into the workforce. In addition to gaining valuable new skills and experience, seniors enrolled in the SCSEP contributed more than 6 million hours of community service in the last program year, increasing the quality of life for citizens in virtually every county in the nation.

**TERM SHEET FOR EXPERIENCED WORKS;**

Submitted by Deb Haydell-Accountant

**DOCUMENTS:** SCSEP HOST AGENCY AGREEMENT -2 pages  
HOST AGENCY ORIENTATION RECORD – 4 pages  
Experience Works Mission Statement-SCSEP funding information; “Participant is NOT a County Employee”  
Employment & Training Coordinator email - contact information

**REASON:** Accountant has been authorized, by the Board of Commissioners, to hire an irregular, part-time temporary employee to assist in the Accounting department for a period of one year.

The Experience Works program offers participants with the accounting experience necessary to accomplish the tasks required for this position while as the Host Agency, the Accountant will provide on-the-job training for this position.

**DEPARTMENT EXPECTATIONS:**

Accountant expectations are to receive a participant from the Experienced Works program that has book keeping/Accounting Experience. Experienced Works assists in filling this position because participants will already understand the hours for this program are part time irregular and they are employees of a Federal Grant NOT an employee of the county.

**ANTICIPATED PROBLEMS:**

Turn-over will most likely be high should participants receive permanent employment. However, I do not actually view this as a problem because I enjoy training anyone that has the desire to learn and each participant will bring with them different skills.

**DESIRED OBJECTIVE:**

Initiate this program so other County Departments have the opportunity to utilize it in the future, if they desire, without hiring part-time personnel  
Provide knowledge of governmental standards and operations to members of our community by method hands on experience while working directly in a governmental environment.



## SCSEP HOST AGENCY AGREEMENT

State \_\_\_\_\_

County \_\_\_\_\_

Name of Host Agency		Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Mailing Address	City	State	Zip
Physical Address	City	State	Zip
Telephone	Fax	Email	FEIN

**A. PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.

**B. HOST AGENCY RESPONSIBILITIES:** Host Agency specifically agrees to:

- 1. Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.
- 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.
- 3. Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.
- 4. Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.
- 5. Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed Internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.
- 6. Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.
- 7. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
- 8. Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.
- 9. Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
- 10. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.



**SCSEP HOST AGENCY AGREEMENT  
PART TWO**

State \_\_\_\_\_

County \_\_\_\_\_

- C. NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. § 12101, and adhere to confidentiality requirements of the Act. Host Agency shall immediately report all participant requests for disability accommodation, or any complaints of discrimination or harassment to Experience Works. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.
- D. DRIVING AS PART OF THE ASSIGNMENT:** No participant is authorized to drive as part of his or her assignment without the approval of Experience Works. If participant duties include driving a vehicle owned or operated by Host Agency, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by Host Agency. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.  
  
If the participant drives his or her own vehicle as part of his or her assignment duties, the participant must maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the participant. The Host Agency shall also reimburse mileage if the participant drives his or her own vehicle in the performance of a training assignment.
- E. PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. A notice explaining the allowable and unallowable political activities under the Hatch Act must be posted in every workplace where SCSEP activities are conducted.
- H. LIABILITY OF RESPECTIVE PARTIES:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works' evaluations and assessments of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws, but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.
- I. TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party. Host Agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to Experience Works.
- J. AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

Rev. 09/28/12



## ***Memorandum Administration Office***

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April 30, 2015

TO: Administration Committee

FR: Peter Garwood  
County Administrator

RE: Register of Deeds – Fidlar Technologies Agreement

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Patty Niepoth, Register of Deeds, has presented for approval a computer system and software license sales agreement with Fidlar Technologies for the purpose of indexing and imaging documents electronically. Jim Rossiter reviewed this agreement before resigning as civil counsel and has indicated to me his approval for signature by the Board Chairman. In accordance with the Authority to Sign Contracts Policy, IT Director Valerie Craft, County Accountant Debra Haydell and I have reviewed the agreement and recommend proceeding with execution of the agreement.

Recommended Motion:

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to recommend the Board of Commissioners authorize the Board Chairman to sign the Computer System and Software License Sales Agreement with Fidlar Technologies for the Register of Deeds office.

**COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT**

(Ver. 3.1.7)

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and ANTRIM COUNTY, MI (the "CLIENT").

**RECITALS**

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

**TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

**ARTICLE I - GENERAL TERMS**

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to ANTRIM COUNTY, MI. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Patty Niepoth  
ANTRIM COUNTY, MI  
Register of Deeds Office  
203 E Cayuga St.  
Bellaire, MI 49615

**SCHEDULE A****Land Records System LifeCycle Program****Payment Amount and Schedule  
LifeCycle Pricing Program For: Antrim County, MI**

<b>Product / Service Description</b>	<b>First Year Charges</b>	<b>Annual Charges years 2, 3</b>
<b><i>Software / Annual Maintenance / Support</i></b>		
AVID LifeCycle Annual Fee / per document recorded	\$2.50 / doc	\$2.50 / doc
Receipting (cashiering)	Included	Included
Indexing	Included	Included
<i>iScan – Scanning Module</i>	Included	Included
<i>LeadTools OCR license (2 licenses)</i>	\$1,500	
Auto-Indexing Functionality (OCR)	Included	Included
SSN Redaction Batch Processing of all Existing Digital Images	Included	Included
Manual Redaction in AVID	Included	Included
Automatic Redaction AVID	Included	Included
eRecording capability	Included	Included
<b>LifeCycle- All New products and modules for recording land records</b>	<b>Included</b>	<b>Included</b>
Laredo & Tapestry Remote access software	See Schedule D	See Schedule D
Annual CountyCare Support	Included	Included
1-800 Support	Included	Included
System Upgrades	Included	Included
State Mandated or Regulatory Updates	Included	Included
<b>Paperless Recording Module for BS&amp;A</b>	<b>\$4,500</b>	<b>Included</b>
<b>Total Software and Support</b>	<b>\$6,000 + per doc</b>	<b>\$2.50 / doc</b>
<b><i>Implementation Services / Training</i></b>		
Project Management	Included	Included
Workflow Analysis		
Installation/Configuration		
Data Conversion		
GIS/Laredo Integration (using PIN)		
Comprehensive Training		

-Internal		
-Remote Access Public		
Training on New features & Functionality		
<b>Implementation Services</b>	<b>\$30,000</b>	
<b>Totals</b>	<b>\$36,000 + per doc</b>	<b>\$250 / doc</b>

**PAYMENT MILESTONES AND DATES:**

25% of the Implementation charges will be invoiced upon contract signing.

25% of the Implementation charges will be invoiced upon first onsite visit

50% of the Implementation charges invoiced upon Live Date.

LifeCycle per document fees will be invoiced quarterly based on previous quarter recorded document count.

**FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:**

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents
- ◆ CountyCare<sup>®</sup> software maintenance

**FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:**

- ◆ The 3<sup>rd</sup> party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3<sup>rd</sup> party software and hardware now or in the future
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section



## Village of Mancelona Economic Development Strategy PARTNERSHIP RESOLUTION

**Whereas**, Northwest Michigan communities along the US-131 corridor, including Cadillac, Manton, Fife Lake, South Boardman, Kalkaska, Mancelona, Alba, Boyne Falls, Walloon Lake, and Petoskey, are uniquely positioned for high-impact economic development efforts based on the availability of broadband, industrial infrastructure, highway, rail, trails, and outdoor recreation; and

**Whereas**, the Village of Mancelona has identified goals to work toward greater prosperity and economic opportunity for residents and businesses; and

**Whereas**, the Village of Mancelona, Networks Northwest, the Northern Lakes Economic Alliance, and other local stakeholders are working collaboratively to develop a Village of Mancelona Economic Development Strategy; and

**Whereas**, communities throughout the US-131 corridor, Networks Northwest, the Northern Lakes Economic Alliance, and other local and regional partners are working collaboratively to develop a Regional US-131 Economic Development Strategy; and

**Whereas**, Antrim County recognizes that a locally-driven economic development strategy can help identify and prioritize actions that will create the conditions for enhanced economic opportunity in the Village of Mancelona, and;

**Whereas**, Antrim County recognizes that a collaborative economic development effort can help identify corridor-wide assets and opportunities that will create the conditions for economic prosperity along and beyond the US-131 corridor, while providing a platform that allows communities to work together on the corridor's most important issues; and

**Whereas**, Antrim County is supportive of efforts to create conditions for enhanced economic prosperity and opportunity in the Village of Mancelona and along the US-131 corridor.

Now, **THEREFORE, IT IS HEREBY RESOLVED** that Antrim County agrees to cooperatively engage in and/or support the development of the Village of Mancelona Economic Development Strategy and the Regional US-131 Corridor Economic Development Strategy.

## Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

### Minutes - June 4, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Pete Garwood, Sheryl Guy, Sherry Comben, Patty Niepoth, Janet Koch

#### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

#### **2. Public Comment**

None.

#### **3. Treasurer's Office Personnel**

Sherry Comben, County Treasurer, told the Committee that an employee in her department, Sharon Schultz, will be retiring on July 17. In order to thoroughly train a new employee for the position, she would like to hire the new employee before Ms. Schultz leaves the County's employ. Ms. Comben suggested the additional funding be taken from Foreclosed Property Expenditures #516201-254-807.002.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend that the Finance Committee find the funds and the Board of Commissioners approve the addition of \$4,800.00 to the Treasurer's budget so the Treasurer can hire a replacement employee with a start date five weeks before the retirement of the current employee in the Deputy II position (Sharon Schultz) along with the necessary budget amendments. Motion carried – unanimous.**

#### **4. Equalization Director Update**

Pete Garwood, County Administrator, said there had been one qualified applicant to date for the open position. He asked the Committee if they were interested in a direct mail approach for a further job search. The possibility of hiring a Level 4 assessor on a contractual basis was discussed. Laura Stanek, Mr. Garwood, and Ms. Comben agreed that a department head was needed, that contracting with a Level 4 for supplying the statutorily required equalization documents would not be a suitable solution for the County's Equalization Department.

It was agreed that the Committee should interview the qualified applicant as soon as possible.

#### **5. Parliamentarian**

Mr. Garwood, Sheryl Guy, County Clerk, and the Committee discussed the various ways that counties in Michigan choose a parliamentarian.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners amend the Antrim County Board of Commissioners Procedures, Section 4.5 Parliamentarian, to read: "The County Clerk and/or the Associate Planner shall advise the Chairman and the Board of Commissioners regarding questions of parliamentary procedures." Motion carried – unanimous.**

#### **6. County Administrator Job Description**

Mr. Garwood told the Committee that he serves at the Board's pleasure and will follow their wishes regarding the direction of his job description.

The Committee acknowledged that the primary question is whether or not the County Administrator is the direct supervisor of the department heads. Ms. Stanek said the use of the terms oversight and supervision

should be consistent throughout the document. Ms. Comben said the document also wasn't consistent with the terminologies regarding the heads of departments, directors, and elected officials.

Ms. Stanek said she would like a follow up to the request of Sheryl Guy, County Clerk, for an ad hoc meeting regarding the county administrator's job description. She added that when a change of this magnitude is proposed, that differing assumptions can occur. Ms. Stanek said that the "good working relationships" mentioned in point 7 start with good communication, and that others should be consulted regarding the changes.

Ms. Guy and Ms. Comben distributed a document listing concerns about a change in supervision. Using the term "leadership" instead of oversight or supervision was suggested. Mr. Garwood said leadership is a quality, not a type of oversight or supervision.

Ms. Comben said point 9 infringes on an elected official's office. Mr. Garwood said it was intended to track the financial obligations to outside civil counsel. Other possible language was discussed. Mr. Boettcher said there were details to be worked out and asked Mr. Garwood to meet with the department heads and discuss their concerns.

The creation of an employee handbook was discussed.

The proposed modification to point 4 was discussed, changing the language specifying County Accountant to the more general "financial support staff." An email from Tom Zick, past auditor for Antrim County, was distributed. Deb Haydell, County Accountant, said financial support staff should be defined in the document to include County Accountant, County Clerk, and the County Treasurer.

Ms. Comben asked for clarification on point 14; specifically whether or not elected officials are encompassed in that item. She asked for consistency regarding the use of the terms departments and the offices of elected official.

Point 19 was discussed; the use of the term "procedures" was noted since elected officials can have procedures that differ from non-elected department heads. It was decided that since the point concerned communication and not implementation, there was no problem with the language.

Point 11 was discussed; Mr. Garwood said it was directed at large projects such as the construction at Meadow Brook. Ms. Comben said this should be checked against the proposed purchasing policy. It was agreed that more detail should be added to the item to ensure that it doesn't conflict with the statutory duties of elected officials.

## **7. Workers' Compensation Update**

Mr. Garwood said that Citizens Management Incorporated (CMI) is the Workers' Compensation carrier for the County. Jeff Short and Sandra Frederick from CMI recently met with Mr. Garwood, Commission on Aging (COA) Director Judy Parliament, and Sheriff Dan Bean to discuss strategies for reducing the number of Workers' Compensation claims the County makes. Mr. Short had recommended fitness and wellness programs. Mr. Garwood said safety videos were available. The large majority of County's Workers' Compensation claims are from the COA and the Sheriff's Office due to the physical nature of the positions and the fact that much of what they do is in an environment the employer cannot control.

## **8. American Loop Services, LLC**

Ms. Guy had asked Valerie Craft, IT Director, about hearing assistance in the board room and in Room 211. Ms. Craft had contacted a vendor regarding the installation of an induction loop, also known as a hearing loop. This technology works with hearing aids that have T-coils. The Committee asked if there could be a demonstration. Moving the topic to the Health & Public Safety or the Finance Committee was discussed. Although implementing a hearing loop would assist people with hearing aids (and those provided with a special apparatus), it would not assist people without hearing aids to hear the more soft-voiced speakers. That would require a public address system. It was decided to have a hearing loop presentation at the Finance Committee.

#### **9. Employee Purchase of Service Credit**

Mr. Garwood told the Committee that Sergeant Steve Bratschi was requesting the ability to purchase four years of service credit from Michigan Municipal Employees' Retirement System (MERS), which would enable him to retire in August 2015. There would be no cost to the County and it would be extremely unlikely that there would be any liability to the County. (See attached pg. 4)

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the Governing Body Resolution provided by the Michigan Municipal Employees' Retirement System to allow Sergeant Steve Bratschi to purchase four (4) years of service credit under the Antrim County pension program. Motion carried – unanimous.**

#### **10. Freedom of Information Act (FOIA) Policy (See attached pgs. 5-36)**

Jim Rossiter, County Prosecutor and FOIA Coordinator, appeared at the meeting. The County's Civil Counsel had provided procedures and guidelines that covered the statutory changes to the FOIA. Mr. Rossiter noted a number of specific concerns about the documents provided by Civil Counsel; these will be incorporated into the documents.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners adopt the draft Antrim County Freedom of Information Act (FOIA) Procedures and Guidelines, the Summary of the Procedures and Guidelines and associated forms as revised in the Committee meeting, and that all previous Antrim County FOIA policies are rescinded. Motion carried – unanimous.**

#### **11. Chippewa County Resolution**

A resolution from Chippewa County had been included in the agenda packets. Mr. Garwood said the issue of vacant "big box" stores is an issue in other counties; that new stores are constructed the old store often remains vacant. The owners request a tax reduction on the vacant store. Since Antrim County doesn't have any box stores, the Committee took no action.

#### **12. Various Matters**

Mr. Garwood discussed iPad training with the Committee. He said that Janet Koch, Associate Planner, could provide individual iPad training after Committee meetings. Ms. Stanek noted that she still has Internet connectivity problems and has problems downloading documents to her iPad.

#### **13. Public Comment**

None.

The meeting was adjourned at 11:55 a.m.



## *Memorandum Administration Office*

June 3, 2015

TO: Administration Committee

FR: Peter Garwood  
County Administrator

RE: Employee Purchase of Service Credit - MERS

Steve Bratschi, Dispatch Sergeant, has indicated a desire to purchase four (4) years of service credit from the Michigan Municipal Employees' Retirement System (MERS). Sergeant Bratschi has been with the County for 16 years and 3 months. He had worked for the County for an additional nine years prior to the current stint, but was not vested and also cashed out the portion he paid into the program (we used to have an employee cost share). This had the effect of removing those years from the books.

We do not have a history of doing this so there is no track record to look back on for guidance. The plan documents simply indicate we have to be "uniform" when allowing future purchase of service credit. I have discussed the request with the MERS representative. He shared with me that the actuaries use a more conservative approach when an employee purchases service credit to make sure it doesn't adversely affect the employer.

Sergeant Bratschi has already been working with the MERS representative to file some of the initial paperwork which is attached along with the resolution that must be approved by the Board of Commissioners for the purchase of service credit to take place. Sergeant Bratschi is anxious to find out if the Board will approve this request as he has a deadline for getting the paperwork completed and submitted. Since Sergeant Bratschi will be paying for the purchase of service credit at no cost to the County, I see no reason not to approve the request.

Motion by: \_\_\_\_\_, seconded by: \_\_\_\_\_, to recommend the Board of Commissioners approve the Governing Body Resolution provided by the Michigan Municipal Employees' Retirement System to allow Sergeant Steve Bratschi to purchase four (4) years of service credit under the Antrim County pension program.

ANTRIM COUNTY  
FREEDOM OF INFORMATION ACT PROCEDURES & GUIDELINES

**Statement of Principles**

It is the policy of Antrim County (the County) that all persons, except those who are serving a sentence of imprisonment, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

**Section 1: General Policies**

The Antrim County Board of Commissioners acting pursuant to the authority at MCL 15.236 designates the Antrim County Prosecuting Attorney as the Antrim County FOIA Coordinator. He or she is authorized to designate other County staff to act on his or her behalf to accept and process written requests for the County's and its Departments' public records and approve denials. The following County Officials are designated to act on his or her behalf to accept and process written and verbal requests for the public records from their respective departments and approve denials:

County Clerk	All public records maintained by the Clerk's office, except those records maintained solely in the Clerk's role as Clerk to the Antrim County Circuit Court.
County Treasurer	All public records maintained by the Treasurer's office
County Register of Deeds	All public records maintained by the Register of Deeds office
County Administrator	All public records maintained by the County Administrator's office
Sheriff	All public records maintained by the Sheriff's Department

If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

~~The FOIA Coordinator shall review County spam and junk-mail folders on a regular basis, which shall be no less than once a month~~ **All County spam and junk email folders within a County email account shall be reviewed on a regular basis, which**

**shall be no less than once a month.** The FOIA Coordinator shall work with County Information Technology staff to develop administrative rules for handling spam and junk mail so as to protect County systems from computer attacks which may be imbedded in an electronic FOIA request.

The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The County is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other County staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the County on file for a period of at least one year.

The County will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, the County cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and the County's Written Public Summary must be publicly available by providing free copies both in the County's response to a written request and upon request by visitors at any County office.

This Procedures and Guidelines document and the County's Written Public Summary will be maintained on the County's website at: [www.antrimcounty.org/foia.asp](http://www.antrimcounty.org/foia.asp) ~~www.antrimcounty.org/ [Insert actual location]~~, and a link to those documents will be provided in lieu of providing paper copies of those documents in the County's response to a written request.

## **Section 2: Requesting a Public Record**

A person requesting to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the County must do so in writing. The request must sufficiently describe a public record so as to enable County personnel to identify and find the requested public record.

No specific form to submit a request for a public record is required. However the FOIA Coordinator may make available a FOIA Request Form for use by the public. ~~Oral requests for records may be documented by the County on the County's FOIA Request Form.~~

Written requests for public records may be submitted in person or by mail to any County office. Requests may also be submitted electronically by facsimile and e-mail. Upon

their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, electronically mailed or otherwise provided to him or her in lieu of paper copies. The County will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by the County on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person who makes a verbal, non-written request for information believed to be available on the County's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

### **Section 3: Processing a Request**

Unless otherwise agreed to in writing by the person making the request, within 5 business days of receipt of a FOIA request the County will issue a response. If a request is received by facsimile, e-mail or other electronic transmission, the request is deemed to have been received on the following business day.

The County will respond to the request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the County's website.

#### ***When a request is granted or granted in part:***

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request. A copy of these Procedures and Guidelines shall be provided to the requestor with the response to a written request for public records,

provided however, that if these Procedures and Guidelines, and its Written Public Summary are maintained on the County's website, then a website link to those documents may be provided in lieu of providing paper copies.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If based on a good faith calculation by the County, the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, the County will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the County to process the request and also provide a best efforts estimate of a time frame it will take the County to provide the records to the requestor. The best efforts estimate shall be nonbinding on the County, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

***When a request is denied or denied in part:***

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the County; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the Antrim County Board of Commissioners or seek judicial review in the Antrim County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

***Requests to inspect public records:***

The County shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect County records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal County operations.

***Requests for certified copies:***

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

**Section 4: Fee Deposits**

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation by the County, the requestor will be asked to provide a deposit not exceeding on-half of the total estimated fee.

If a request for public records is from a person who has not fully paid the County for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- the final fee for the prior written request is not more than 105% of the estimated fee;
- ~~the public records made available contained the information sought in the prior written request and remain in the County's possession~~ **the current request contains information sought in the prior written request and remains in the County's possession;**
- the public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;
- 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- the individual is unable to show proof of prior payment to the County; and
- the FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- the person making the request is able to show proof of prior payment in full to the County;
- the County is subsequently paid in full for the applicable prior written request; or
- 365 days have passed since the person made the request for which full payment was not remitted to the County.

**Section 5: Calculation of Fees**

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County because of the nature of the request in the particular instance, and the County specifically identifies the nature of the unreasonably high costs.

The following factors shall be used to determine an unreasonably high cost to the County:

- Volume of the public record requested.
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether public records from more than one County department or various County offices is necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The County may charge for the following costs associated with processing a FOIA request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if the requestor asks for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if the requestor asks for the County to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.

- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The County may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Contracted labor costs incurred in the separation and deletion of exempt from non-exempt material will be charged at 6 times the state minimum wage, as adjusted. The current rate at the time of adoption of these Policies and Guidelines is \$48.90/hour.
- Overtime wages will not be included in labor costs until agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- In order to ensure the integrity and security of the County's technological infrastructure, the County will procure any requested non-paper media and will not accept non-paper media from the requestor

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for nonstandard sized sheets of paper will reflect the actual cost of reproduction.
- The County may provide records using double-sided printing, if cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

If the FOIA Coordinator does not respond to a written request in a timely manner, the County must:

- Reduce the labor costs by 5% for each day the County exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
  - The late response was willful and intentional.
  - The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment conveyed a request for information
  - The written request included the words, characters, or abbreviations for "freedom of information", "information", "FOIA", "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231 et seq or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form

### Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because such can be considered as primarily benefitting the general public. The Antrim County Board of Commissioner may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

An individual is not eligible to receive the waiver if:

- the requestor has previously received discounted copies of public records from the County twice during the calendar year; or
- the requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is a sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

### Section 7: Discounted Fees

#### **Indigence**

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- indigent and receiving specific public assistance; or
- if not receiving public assistance stating facts demonstrating an inability to pay because of indigency.

~~An individual is not eligible to receive the waiver if:~~

- ~~the requestor has previously received discounted copies of public records from the County twice during the calendar year; or~~
- ~~the requestor requests information in connection with other persons who are offering or providing payment to make the request.~~

~~An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.~~

***Nonprofit organization advocating for developmentally disabled or mentally ill individuals***

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization designated ~~to~~ by the State to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, or their successors, if the request meets all of the following requirements:
  - is made directly on behalf of the organization or its clients;
  - is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931;
  - is accompanied by documentation of its designation by the State, if requested by the County or FOIA Coordinator.

**Section 8: Appeal of a Denial of a Public Record**

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may file an appeal of the denial with the ~~Office of the~~ Antrim County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The County may create a FOIA Appeal Form that may be used.

The Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled Board of Commissioners meeting immediately following submission of the written appeal.

Within 10 business days of receiving the appeal the Board of Commissioners, acting through its designee, will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, such as the need to examine or review a voluminous amount of separate and distinct public records or the need to

collect the requested records from numerous facilities located apart from the office receiving or processing the request, the Board of Commissioners may issue not more than 1 notice of extension for not more than 10 business days to respond to the appeal

If the Board of Commissioners fails to timely respond to a written appeal, or if the Board of Commissioners upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in the Antrim County Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the Board of Commissioners, he or she may file a civil action in the Antrim County Circuit Court within 180 days after the County's final determination to deny the request.

If the court determines that the public record is not exempt from disclosure, the court will award the appellant reasonable attorneys' fees, cost and disbursements. If the court determines that the appellant prevails only in part, the court in its discretion may award all or an appropriate portion of reasonable attorneys' fees, costs and disbursements.

If the court determines that the County arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it shall award the appellant punitive damages in the \$1,000. Court shall also order that the public body pay a civil fine of \$1000 to the general fund of the State treasury.

#### **Section 9: Appeal of an Excessive FOIA Processing Fee**

"Fee" means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by the County to process a FOIA request exceeds the amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the Office of the Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The County may create a FOIA Fee Appeal Form that may be used.

Within 10 business days after receiving the appeal, the Board of Commissioners, through its designee, will respond in writing by:

- waiving the fee;
- reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
- issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the Board of Commissioner's determination of a fee appeal, a requestor may commence a civil action in Antrim County Circuit Court for a fee reduction. If a civil action is filed appealing the fee, the County is not obligated to process the request for the public record until the Court resolves the fee dispute.

If a court determines that the County required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the County.

If the court determines that the County has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the ~~Township~~County to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

#### **Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date**

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by the County, these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the County, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the County and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law.

The FOIA Coordinator shall inform the Board of Commissioners of any change to these Policies and Guidelines. These FOIA Policies and Guidelines become effective July 1, 2015.

**Section 11: Appendix of Antrim County FOIA Forms**

- Request for Public Records Form
- Notice to Extend Response Time Form
- Notice of Denial Form
- Detailed Cost Itemization Form
- Appeal of Denial of Records Form
- Appeal of Excess Fee Form

## ANTRIM COUNTY'S WRITTEN PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES

It is the public policy of this state that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, as amended, the following is the Written Public Summary of Antrim County's FOIA Procedures and Guidelines relevant to the general public. This is only a summary of the FOIA Procedures and Guidelines. For more details and information, copies of the FOIA Procedures Guidelines and are available at no charge at any County office and on the County's website at [www.antrimcounty.org/foia.asp](http://www.antrimcounty.org/foia.asp). ~~www.antrimcounty.org/~~ ~~[insert actual location]~~

### 1. How do I submit a FOIA request to Antrim County?

- A request must sufficiently describe a public record so as to enable the County to find it.
- Please include the words "FOIA" or "FOIA Request" in the request to assist the County in providing a prompt response.
- Requests to the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.), ~~or by verbal request.~~

~~• Any verbal request will be documented by the County on the County's FOIA Request Form.~~

- No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the County's website at [www.antrimcounty.org/foia.asp](http://www.antrimcounty.org/foia.asp). ~~www.antrimcounty.org/~~ ~~[insert actual location]~~ and at the County Clerk Office, 203 E. Cayuga Street, Bellaire, MI 49615.

- Written requests may be delivered to the County in person or by mail:

FOIA Coordinator  
Antrim County Prosecuting Attorney's Office  
203 W. Cayuga Street  
P.O. Box 280  
Bellaire, MI 49615

- Requests may be faxed to: (231) 533-5718. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.

- Requests may be emailed to: prosecutor@antrimcounty.org. To ensure a prompt response, email requests should contain the term “FOIA” or “FOIA Request” in the subject line.

**2. What kind of response can I expect to my request?**

- Within 5 business days of receipt of a FOIA request the County will issue a response. If a request is received by facsimile or e-mail the request is deemed to have been received on the following business day. The County will respond to your request in one of the following ways:
  - Grant the request.
  - Issue a written notice denying the request.
  - Grant the request in part and issue a written notice denying in part the request.
  - Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond.
  - Issue a written notice indicating that the public record requested is available at no charge on the County’s website.
- If the request is granted, or granted in part, the County will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the County will require a deposit before processing the request.

**3. What are the County’s fee deposit requirements?**

- If the County has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the County will require that you provide a deposit in the amount of 50% of the total estimated fee. When the County requests the deposit it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the County of your deposit.
- If the County receives a request from a person who has not paid the County for copies of public records made in fulfillment of a previously granted written request, the County will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
  - the final fee for the prior written request is not more than 105% of the estimated fee;
  - the public records made available contained the information sought in the prior written request and remain in the County’s possession;
  - the public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;

- 90 days have passed since the County notified the individual in writing that the public records were available for pickup or mailing;
  - the individual is unable to show proof of prior payment to the County; and
  - the County has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The County will not require the 100% estimated fee deposit if any of the following apply:
    - the person making the request is able to show proof of prior payment in full to the County;
    - the County is subsequently paid in full for all applicable prior written requests; or
    - 365 days have passed since the person made the request for which full payment was not remitted to the County.

#### **4. How does the County calculate FOIA processing fees?**

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

#### **Labor Costs**

- All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.

- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- Contracted labor costs will be charged at the hourly rate of 6 times the state minimum wage, as adjusted. This rate is currently \$48.90/hour.

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the County's usual FOIA requests, because of the nature of the request in the particular instance. The County must specifically identify the nature of the unreasonably high costs in writing.

### **Copying, Duplication and Mailing Costs**

The County must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

- **Non-paper Physical Media**
  - The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
  - This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- **Paper Copies**
  - Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
  - Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.
- **Mailing Costs**
  - The cost to mail public records will use a reasonably economical and justified means.
  - The County may charge for the least expensive form of postal delivery confirmation.
  - No cost will be made for expedited shipping or insurance unless requested.

### **5. How do I qualify for a waiver or discount on the fee?**

#### **Waiver or reduction**

- The cost of the search for and copying of a public record may be waived or reduced if in the sole discretion of the FOIA Coordinator a waiver or reduction of the fee is in the public interest because it can be considered as primarily

benefiting the public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for not charge or at a reduced cost.

#### **Indigence discount**

- The County will waive the first \$20.00 of fees for a request if you submit an affidavit stating that you are:
  - indigent and receiving specific public assistance; or
  - if not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.
  
- You are not eligible to receive the \$20.00 waiver if you:
  - have previously received discounted copies of public records from the County twice during the calendar year; or
  - are requesting information on behalf of other persons who are offering or providing payment to you to make the request.
  
- An affidavit is sworn statement. For your convenience, the County has provided an Affidavit of Indigence for the waiver of FOIA fees, which is available on the County's website.

#### **Nonprofit discount**

- The County will waive the fee for an nonprofit organization which meets all of the following conditions:
  - the organization is designated by the State under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act;
  - the request is made directly on behalf of the organization or its clients;
  - the request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
  - the request is accompanied by documentation of the organization's designation by the State

#### **6. How may I challenge the denial of a public record or an excessive fee?**

##### **Appeal of a Denial of a Public Record**

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may file an appeal of the denial with the Antrim County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons you are seeking a reversal of the denial. The County may create a FOIA Appeal Form, which, if created, will be available on the County's website. The County Board of

Commissioners is not considered to have received the written appeal until the next regularly scheduled County Board of Commissioners meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the Antrim County Board of Commissioners will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the Board of Commissioners, you may file a civil action in the Antrim County Circuit Court within 180 days after the County's final determination to deny your request. Should you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1000.00

### **Appeal of an Excessive FOIA Processing Fee**

If you believe that the fee charged by the County to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal for a fee reduction to the Antrim County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The County may create a FOIA Fee Appeal Form, which, if created, will be available on the County's website.

Within 10 business days after receiving the appeal, the Antrim County Board of Commissioners will respond in writing by:

- waiving the fee;
- reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which Antrim County Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the Board of Commissioner's determination of the processing fee appeal, you may commence a civil action in Antrim County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously by

charging an excessive fee, court may also award you punitive damages in the amount of \$500.00.

**Need more details or information?**

This is only a summary of Antrim County's FOIA Procedures and Guidelines. For more details and information, copies of the Antrim County's FOIA Procedures and Guidelines are available at no charge ~~at any County office~~ **at the County Clerk's Office** and on the County's website, [www.antrimcounty.org/foia.asp](http://www.antrimcounty.org/foia.asp). ~~www.antrimcounty.org~~



**Records Located on Website**

If the county directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (*separate exempt information from non-exempt information*).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the county must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the county must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the county has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the county must provide the public records in the specified format (if the county has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

**Request for Copies/Duplication of Records on County Website**

I hereby stipulate that, even if some or all of the records are located on a county website, I am requesting that the county make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature	Date
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**Overtime Labor Costs**

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

**Consent to Overtime Labor Costs**

I hereby agree and stipulate to the county using overtime wages in calculating the following labor costs as itemized in the following categories:

- 1.  Labor to copy/duplicate
- 2.  Labor to locate
- 3a.  Labor to redact
- 3b.  Contract labor to redact
- 6b.  Labor to copy/duplicate records already on county's website

Requestor's Signature	Date
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**Request for Discount: Indigence**

A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under the FOIA and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:

- (i) The individual has previously received discounted copies of public records from the County twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use:  Affidavit Received  Eligible for Discount  Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:	Date:
Requestor's Signature:	

**Request for Discount: Nonprofit Organization**

A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by the county.

Office Use:  Documentation of State Designation Received  Eligible for Discount  Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:	Date:
Requestor's Signature:	

County: Keep original and provide copy, along with Public Summary, to requestor at no charge.

Antrim County
Antrim County Building
203 E. Cayuga St., Bellaire, MI 49615
Phone: (231) 533-6860 Fax: (231) 533-5718

Notice to Extend Response Time for FOIA Request
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via: [ ] Email [ ] Fax [ ] Other Electronic Method
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Table with 3 columns: Name, Firm/Organization, Street, City, State, Zip. Phone, Fax, Email.

(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_

Request for: [ ] Copy [ ] Certified copy [ ] Record inspection [ ] Subscription to record issued on regular basis
Delivery Method: [ ] Will pick up [ ] Will make own copies onsite [ ] Mail to address above [ ] Email to address above
[ ] Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_

We are extending the date to respond to your FOIA request for no more than 10 business days, until \_\_\_\_\_ (month, day, year).
Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact \_\_\_\_\_ at \_\_\_\_\_

Estimated Time Frame to Provide Records: \_\_\_\_\_ (days or date)
The time frame estimate is nonbinding upon the county, but the county is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

Reason for Extension:

[ ] 1. The county needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, the county must: \_\_\_\_\_

[ ] 2. The county needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from the county office. Specifically, the county must coordinate documents from the following locations: \_\_\_\_\_

[ ] 3. Other (describe): \_\_\_\_\_

Signature of FOIA Coordinator or designee: \_\_\_\_\_ Date: \_\_\_\_\_

County: Keep original and provide copies of both sides of each sheet, along with Public Summary, to requestor at no charge.

**Antrim County**  
 Antrim County Building  
 203 E. Cayuga St., Bellaire, MI 49615  
 Phone: (231) 533-6860 Fax: (231) 533-5718

**Freedom of Information Act Request Detailed Cost Itemization**

Date: \_\_\_\_\_ Prepared for Request No.: \_\_\_\_\_ Date Request Received: \_\_\_\_\_

<p>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the county's FOIA Policies and Guidelines.</p>			
<p><b>1. Labor Cost for Copying / Duplication</b></p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.</p> <p>This shall not be more than the hourly wage of the county's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15-minute time increments as set by the county board of commissioners; all partial time increments must be rounded down. <i>If the number of minutes is less than 15., there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____  <u>OR</u>                  Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u>                  Multiply the hourly wage by the percentage multiplier: _____ %                  (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.                  Charge per increment: \$ _____</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (<i>overtime is not used to calculate the fringe benefit cost</i>)</p>		<p>To figure the number of increments, take the number of minutes: _____, divide by _____ -minute increments, and round down.                  Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>1. Labor Cost</p> <p>\$ _____</p>

<p><b>2. Labor Cost to Locate:</b>                  This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. This fee is being charged because failure to do so will result in unreasonably high costs to the county that are excessive and beyond the normal or usual amount for those services compared to the county's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____</p> <hr/> <p>The county will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. <i>If the number of minutes is less than 15, there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____                  OR                  Hourly Wage with Fringe Benefit Cost: \$ _____ OR                  Multiply the hourly wage by the percentage multiplier: _____ %                  (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate. Charge per increment: \$ _____</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (<i>overtime is not used to calculate the fringe benefit cost</i>)</p>	<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>2. Labor Cost</p> <p>\$ _____</p>
<p><b>3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):</b>                  (Fill this out if using a county employee. If contracted, use No. 3b instead).</p> <p>The county will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.</p> <p>This fee is being charged because failure to do so will result in unreasonably high costs to the county that are excessive and beyond the normal or usual amount for those services compared to the county's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____</p> <hr/> <p>This is the cost of labor of a county employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the county's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. <i>If the number of minutes is less than 15, there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____                  OR                  Hourly Wage with Fringe Benefit Cost: \$ _____ OR                  Multiply the hourly wage by the percentage multiplier: _____ %                  (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate. Charge per increment: \$ _____</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (<i>overtime is not used to calculate the fringe benefit cost</i>)</p>	<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>3a. Labor Cost</p> <p>\$ _____</p>

<p><b>3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):</b>  <i>(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)</i></p> <p>The county will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.</p> <p>This fee is being charged because failure to do so will result in unreasonably high costs to the county that are excessive and beyond the normal or usual amount for those services compared to the county's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____          _____          _____</p> <p>As this county does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of \$8.15.</p> <p>Name of contracted person or firm: _____</p> <p>These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. <i>If the number of minutes is less than 15, there is no charge.</i></p> <p>Hourly Cost Charged: \$ _____ Charge per increment: \$ _____</p>	<p>To figure the number of increments, take the number of minutes: _____, divide by _____ -minute increments, and round down to: _____ increments. Enter below:</p> <p>Number of increments</p> <p>3b. Labor Cost</p> <p>x _____ = \$ _____</p>
<p><b>4. Copying / Duplication Cost:</b></p> <p>Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection <i>(for example, to allow for blacking out of exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).</i></p> <p>No more than the <u>actual</u> cost of a sheet of paper, <u>up to maximum 10 cents per sheet</u> for:</p> <ul style="list-style-type: none"> <li>• Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet</li> <li>• Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet</li> </ul> <p>No more than the <u>actual</u> cost of a sheet of paper for <u>other</u> paper sizes:</p> <ul style="list-style-type: none"> <li>• Other paper sizes (single and double-sided): _____ cents / dollars per sheet</li> </ul> <p><u>Actual and most reasonably economical cost of non-paper physical digital media:</u></p> <ul style="list-style-type: none"> <li>• <i>Circle applicable:</i> Disc / Tape / Drive / Other Digital Medium Cost per Item: _____</li> </ul> <p>The cost of paper copies must be calculated as a total cost per <u>sheet</u> of paper. The fee cannot exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. <u>A county must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.</u></p>	<p>Number of Sheets:</p> <p>Costs:</p> <p>x _____ = \$ _____</p> <p>x _____ = \$ _____</p> <p>x _____ = \$ _____</p> <p>No. of Items:</p> <p>x _____ = \$ _____</p> <p>4. Total Copy Cost</p> <p>\$ _____</p>

<p><b>5. Mailing Cost:</b></p> <p>The county will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.</p> <ul style="list-style-type: none"> <li>• The county <i>may</i> charge for the <u>least expensive form</u> of postal delivery confirmation.</li> <li>• The county <i>cannot</i> charge more for expedited shipping or insurance unless specifically requested by the requestor.*</li> </ul> <p style="text-align: right;">Actual Cost of Envelope or Packaging: \$ _____</p> <p style="text-align: right;">Actual Cost of Postage: \$ _____ per stamp \$ _____ per pound \$ _____ per package</p> <p style="text-align: right;">Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____</p> <p style="text-align: right;">*Expedited Shipping or Insurance as Requested: \$ _____</p> <p><input type="checkbox"/> * Requestor has requested expedited shipping or insurance</p>	<p>Number of Envelopes or Packages:</p> <p>x _____ = \$ _____</p> <p>5. Total Mailing Cost</p> <p>\$ _____</p>
<p><b>6a. Copying/Duplicating Cost for Records Already on County's Website:</b></p> <p>If the public body has included the website address for a record in its written response to the requestor, <u>and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media</u>, the county will provide the public records in the specified format and may charge copying costs to provide those copies.</p> <p>No more than the <u>actual</u> cost of a sheet of paper, <u>up to maximum 10 cents per sheet</u> for:</p> <ul style="list-style-type: none"> <li>• Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet</li> <li>• Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet</li> </ul> <p>No more than the <u>actual</u> cost of a sheet of paper for <u>other</u> paper sizes:</p> <ul style="list-style-type: none"> <li>• Other paper sizes (single and double-sided): _____ cents / dollars per sheet</li> </ul> <p><u>Actual and most reasonably economical cost of non-paper physical digital media:</u></p> <ul style="list-style-type: none"> <li>• <i>Circle applicable:</i> Disc / Tape / Drive / Other Digital Medium Cost per Item: _____</li> </ul> <p><input type="checkbox"/> Requestor has stipulated that some / all of the requested records that are <u>already available on the county's website</u> be provided in a paper or non-paper physical digital medium.</p>	<p>Number of Sheets:</p> <p>x _____ = \$ _____</p> <p>x _____ = \$ _____</p> <p>x _____ = \$ _____</p> <p>No. of Items:</p> <p>x _____ = \$ _____</p> <p>6a. Web Copy Cost</p> <p>\$ _____</p>

<p><b>6b. Labor Cost for Copying/Duplicating Records Already on County's Website:</b></p> <p>This shall not be more than the hourly wage of the county's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. <i>If the number of minutes is less than 15, there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____</p> <p style="text-align: center;"><u>OR</u></p> <p>Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u></p> <p>Multiply the hourly wage by the percentage multiplier: _____ % and add to the hourly wage for a total per hour rate. The county may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor</p>	<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments _____</p> <p>6b. Web Labor Cost</p> <p>x _____ = \$ _____</p>
<p><b>6c. Mailing Cost for Records Already on County's Website:</b></p> <p style="text-align: center;">Actual Cost of Envelope or Packaging: \$ _____</p> <p style="text-align: center;">Actual Cost of Postage: \$ _____ per stamp / per pound / per package</p> <p style="text-align: center;">Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____ *Expedited Shipping or Insurance as Requested: \$ _____</p> <p><input type="checkbox"/> * Requestor has requested expedited shipping or insurance</p>	<p>Number: _____</p> <p>Costs: _____</p> <p>x _____ = \$ _____</p> <p>6c. Web Mailing Cost</p> <p>\$ _____</p>
<p><b>Subtotal Fees Before Waivers, Discounts or Deposits:</b></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Estimated Time Frame to Provide Records: _____ (days or date)</p> <p>The time frame estimate is nonbinding upon the county, but the county is providing the estimate in good faith. Providing an estimated time frame does not relieve the county from any of the other requirements of this act.</p> </div> <div style="margin-top: 10px;"> <p><input type="checkbox"/> Cost estimate</p> <p><input type="checkbox"/> Bill</p> </div>	<p>1. Labor Cost for Copying: \$ _____</p> <p>2. Labor Cost to Locate: \$ _____</p> <p>3a. Labor Cost to Redact: \$ _____</p> <p>3b. Contract Labor Cost to Redact: \$ _____</p> <p>4. Copying/Duplication Cost: \$ _____</p> <p>5. Mailing Cost: \$ _____</p> <p>6a. Copying/Duplication of Records on Website: \$ _____</p> <p>6b. Labor Cost for Copying Records on Website: \$ _____</p> <p>6c. Mailing Costs for Records on Website: \$ _____</p> <p style="text-align: right;">Subtotal Fees: \$ _____</p>

<p><b>Waiver: <u>Public Interest</u></b>          A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the county determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.</p> <p><input type="checkbox"/> All fees are waived <b>OR</b> <input type="checkbox"/> All fees are reduced by: _____ %</p>	<p>Subtotal Fees After Waiver:</p>	<p>\$ _____</p>
<p><b>Discount: <u>Indigence</u></b>          A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR</p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <p>(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR</p> <p>(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p><input type="checkbox"/> Eligible for Indigence Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p><b>Discount: <u>Nonprofit Organization</u></b>          A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <p>(i) Is made directly on behalf of the organization or its clients.</p> <p>(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p>(iii) Is accompanied by documentation of its designation by the state, if requested by the county.</p> <p><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p><b>Deposit: <u>Good Faith</u></b>          The county may require a good-faith deposit before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____ %</p>	<p>Date Paid:</p> <p>_____</p>	<p>Deposit Amount Required:</p> <p>\$ _____</p>

<p><b>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</b>          After a county has granted and fulfilled a written request from an individual under this act, if the county has not been paid in full the total amount of fees for the copies of public records that the county made available to the individual as a result of that written request, the county may require an increased estimated fee deposit of up to 100% of the estimated fee <u>before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</u></p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee.          (b) The public records made available contained the information being sought in the prior written request and are still in the county's possession.          (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.          (d) Ninety (90) days have passed since the county notified the individual in writing that the public records were available for pickup or mailing.          (e) The individual is unable to show proof of prior payment to the county.          (f) The county calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>A county can no longer require an increased estimated fee deposit from an individual if <b>ANY</b> of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to the county, OR          (b) The county is subsequently paid in full for the applicable prior written request, OR          (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the county.</p>	<p>Date Paid: _____</p>	<p>Percent Deposit Required: _____%</p> <p>Deposit Required: \$ _____</p>
<p><b>Late Response Labor Costs Reduction</b>          If the county does not respond to a written request in a timely manner as required under MCL 15.235(2), the county must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day the county exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	<p>Number of Days Over Required Response Time: _____</p> <p>Multiply by 5%          = Total Percent Reduction: _____</p>	<p>Total Labor Costs \$ _____</p> <p>Minus Reduction \$ _____</p> <p>= Reduced Total Labor Costs \$ _____</p>
<p>The Public Summary of the county's FOIA Procedures and Guidelines is available free of charge from:          Website: <a href="http://www.antrimcounty.org">www.antrimcounty.org</a> Email: <a href="mailto:prosecutor@antrimcounty.org">prosecutor@antrimcounty.org</a>          Phone: (231) 533-6860 Address: 203 E. Cayuga Street, P.O. Box 280, Bellaire, MI 49615</p> <p style="text-align: center;"><b>Request Will Be Processed,          But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</b></p>	<p>Date Paid: _____</p>	<p>Total Balance Due: \$ _____</p>

County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Antrim County
Antrim County Building
203 E. Cayuga St., Bellaire, MI 49615
Phone: (231) 533-6860 Fax: (231) 533-5718

Notice of Denial of FOIA Request
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via: [ ] Email [ ] Fax [ ] Other Electronic Method
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Table with 4 rows: Name, Firm/Organization, Street, City. Columns: Name, Phone, Firm/Organization, Fax, Street, Email, City, State, Zip.

(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_
Request for: [ ] Copy [ ] Certified copy [ ] Record inspection [ ] Subscription to record issued on regular basis

Delivery Method: [ ] Will pick up [ ] Will make own copies onsite [ ] Mail to address above [ ] Email to address above
[ ] Deliver on digital media provided by the county.

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_

[ ] All OR [ ] Part of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact \_\_\_\_\_ at \_\_\_\_\_

Reason for Denial:

[ ] 1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_

[ ] 2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the county. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: \_\_\_\_\_

[ ] 3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_

A brief description of the information that had to be separated or deleted: \_\_\_\_\_

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the Antrim County Board of Commissioners or to commence an action in the Antrim County 13th Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the county has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: \_\_\_\_\_

Date: \_\_\_\_\_

## FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

**Antrim County**  
Antrim County Building  
203 E. Cayuga St., Bellaire, MI 49615  
Phone: (231) 533-6860 Fax: (231) 533-5718

**FOIA Appeal Form—To Appeal a Denial of Records**  
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via:  Email  Fax  Other Electronic Method  
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_  
Request for:  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis  
Delivery Method:  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reason(s) for Appeal:**

The appeal must identify the reason(s) for the denial. You may use this form or attach additional sheets:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requestor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Board of Commissioners' Response:**

The county must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until \_\_\_\_\_ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_  
\_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

**County Determination:**

Denial Reversed  Denial Upheld  Denial Reversed in Part and Upheld in Part  
The following previously denied records will be released: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the Antrim County Board of Commissioners or to commence an action in the Antrim County 13<sup>th</sup> Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the county has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

## FREEDOM OF INFORMATION ACT (EXCERPT)

## Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

- (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:
- (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.
  - (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.
- (2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:
- (a) Reverse the disclosure denial.
  - (b) Issue a written notice to the requesting person upholding the disclosure denial.
  - (c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
  - (d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.
- (3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).
- (4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.
- (5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.
- (6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).
- (7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015.

County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Antrim County
Antrim County Building
203 E. Cayuga St., Bellaire, MI 49615
Phone: (231) 533-6860 Fax: (231) 533-5718

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via: [ ] Email [ ] Fax [ ] Other Electronic Method
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Table with 3 columns: Name, Firm/Organization, Street, City, State, Zip, Phone, Fax, Email. Includes fields for Name, Firm/Organization, Street, City, State, Zip, Phone, Fax, Email.

(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_
Request for: [ ] Copy [ ] Certified copy [ ] Record inspection [ ] Subscription to record issued on regular basis
Delivery Method: [ ] Will pick up [ ] Will make own copies onsite [ ] Mail to address above [ ] Email to address above
[ ] Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets.

Requestor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Commissioners' Response:

The county must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until \_\_\_\_\_ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

County Determination: [ ] Fee Waived [ ] Fee Reduced [ ] Fee Upheld

Written basis for county determination: \_\_\_\_\_

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15 240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the county's written Procedures and Guidelines to the county board of commissioners or to commence an action in the Antrim County 13th Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the county board of commissioners. If a civil action is commenced in court, the county is not obligated to compete processing the request until the court resolves the fee dispute. If the court determines that the county required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

FREEDOM OF INFORMATION ACT (EXCERPT)  
Act 442 of 1976

15.240a.added Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.  
Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

History: Add. 2014, Act 563, Eff. July 1, 2015

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes - June 9, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Pete Garwood, Polly Cairns

**1. Meeting was called to order at 8:45 a.m. by Chairman Ed Boettcher.**

**2. Public Comment**

None.

**3. Equalization Director Interview**

The Committee along with Pete Garwood, County Administrator, interviewed Deborah Dunham for the Equalization Director position. Polly Cairns was present as a resource for the Committee. Although the Committee did not want to rule Ms. Dunham out as a possibility, they were interested in continuing the search for a Director.

**4. Various Matters**

None.

**5. Public Comment**

None.

The meeting was adjourned at 10:55 a.m.

## Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

### Minutes - July 2, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Pete Garwood, Sheryl Guy, Sherry Comben, Theresa Kent, Janet Koch

#### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

#### **2. Public Comment**

Sherry Comben said the shortened hours of Laura Rogers in the Equalization Department have worked out well, that Laura had adjusted her hours to accommodate the department's obligations.

Randy Bishop spoke of his concern regarding two agenda items. He said that through technology, the Equalization and Abstract Departments could be incorporated into the Register of Deeds Office or Planning Department. He also felt it was malfeasance for the County Commissioners not to explore saving the taxpayers the kind of money that combining departments would provide. He added that Antrim County is the only county in Michigan to have an Abstract Department. Mr. Bishop felt that hiring a Level 4 assessor on a contractual basis was the best way for the County to meet the state requirements for equalization.

#### **3. Abstract Office Personnel (See attached pgs. 4-5)**

Theresa Kent, Abstractor, was requested that the Committee recommend moving a current part time employee as a full time employee. The employee's position is that of Clerk/Typist. The employee is currently not receiving benefits and is working 22 hours per week in the Clerk's Office and temporarily working 15 hours per week in the Abstract Department. The request is that the employee be a shared employee between the Clerk's Office and Abstract. Sheryl Guy, County Clerk, said if the employee, who is considered an asset to the County, is hired full time with benefits, that there would be security regarding the employee's stability.

Mr. Boettcher asked Pete Garwood, County Administrator, if the County had any floater employees between departments. Ms. Guy said there had been in the 1990s, but not recently. Ms. Guy said if the employee was moved to full time, the cost to the County would be approximately an additional \$9,000 for the remainder of 2015. Mr. Boettcher asked for finalized financial numbers.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend that the Finance Committee approve the request to move the part time Clerk/Typist employee in the Clerk's Office to full time with benefits. Motion carried – unanimous.**

#### **4. W.A.S. Inc. Two-month Renewal (See attached pg. 6)**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners approve a contract extension between Antrim County and W.A.S. LLC (Polly Cairns) for Equalization Director Services effective July 1, 2015, through August 31, 2015, (\$6,666.67 per month). Motion carried – unanimous.**

#### **5. Purchasing & Bid Policy (See attached pg. 7-23)**

Mr. Garwood said changes from the last version included the addition of flow charts that will make the policy more user-friendly.

In light of the fact that the County has had difficulty obtaining bids for projects, Mr. Boettcher suggested eliminating the need for contractors to include a certificate of insurance with a bid; that a insurance certificate be provided when the contract is awarded.

Ms. Stanek said the policy could be amended at a later date if changes needed to be made.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners adopt the Antrim County Purchasing & Bid Policy and that the Antrim County Bid Policy and the Antrim County Purchasing Policy-Phase One be rescinded. Motion carried – unanimous.**

## **6. Equalization Interview / Update**

The Committee, along with Mr. Garwood, interviewed Mark Johnson for the Equalization Director position. Polly Cairns, the current Equalization Director, was present for the interview.

Mr. Boettcher asked Mr. Garwood to contact Mr. Johnson's previous employers, to ensure that the appropriate certifications would be in place if Mr. Johnson were hired on a contractual basis, and to work to obtain sample contracts from other counties. If a contract is considered, Mr. Boettcher suggested that the contract contain penalty clauses.

Ms. Kent asked if hiring a contract Equalization Department head had been discussed with the department employees. Mr. Garwood said he had discussed the situation with the employees.

Ms. Cairns said there are three or four Michigan counties currently searching for an Equalization Director. Ms. Cairns said she was currently working on Antrim County's equalization information 40 hours per week. She recommended an overlap of two weeks between her position and any new Equalization Director.

The Committee will discuss how to proceed at the full board meeting.

*The Committee took a ten minute break starting at 11:05 a.m.*

## **7. County Administrator Job Description**

The Committee discussed the proposed job description. Deb Haydell, County Accountant, said she thought #4 conflicted with her job description. She also noted that hers and many other job descriptions state that they are supervised by the Board of Commissioners. Mr. Garwood agreed that there would need to be revisions to other job descriptions if the current County Administration job description is approved.

Ms. Haydell requested that her job description and Mr. Garwood's be reviewed together, that the responsibility for the financials needs to be established. Mr. Garwood said he thought it already was. Ms. Kent spoke of her concerns regarding the proposed County Administrator job description, that it needed to be more specific. Ms. Haydell said the job description needs to state whether or not the County Administrator approves the vacation requests of department heads.

The Committee discussed making the County Accountant the Chief Administrative Officer on a permanent basis instead of on an annual basis.

Mr. Boettcher asked for a motion to recommend the revised position description to the Board of Commissioners. There was no motion. Mr. Boettcher asked to have the topic on the agenda for the August meeting.

## **8. Various Matters**

Ms. Haydell asked that Ed Boettcher, Laura Stanek, Pete Garwood, and she review the job descriptions of the County Administrator and the County Accountant.

Mr. Boettcher asked if anyone thought the document allowed Mr. Garwood to fire department heads. Mr. Garwood said he considered the supervisory function as described in the Essential Duties and Responsibilities meant that disciplinary actions would no longer take place in a public committee meeting, which can be awkward. He added that the current practice for hiring would continue and he would bring any recommendations regarding termination to the appropriate oversight committee.

**9. Public Comment**

None.

The meeting was adjourned at 11:50 a.m.



## *Memorandum Administration Office*

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June 26, 2015

TO: Administration Committee

FR: Peter Garwood  
County Administrator

RE: Abstract Personnel Request

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Attached you will find a request from Theresa Kent, Abstractor, to increase from part-time to full-time the position currently filled by Sarah Leeman in the Clerk's Office and designate the position as a shared employee between the Clerk's Office and the Abstract Department. Currently, Ms. Leeman is working 22 hours per week in the Clerk's Office and has been filling in in the Abstract Department when needed (vacations, personal days, etc.).

Ms. Leeman is currently paid at the Clerk/Typist classification with a scale of \$11.85 to \$13.86. I believe the proposal intends for her to continue at that classification.

At this time, I feel a recommendation is premature until Ms. Kent has an opportunity to present her request to the Committee. I would recommend that immediate action not be taken.



**ANTRIM COUNTY ABSTRACT OFFICE**

**P.O. Box 412  
Bellaire, MI 49615  
(231) 533-6170**

June 19, 2015

TO: Antrim County Administration,

I am here to request that you consider hiring Sarah Leemon as a full time employee. Sarah has been working 3 days a week in the Clerk's Office for over a year as a permanent part time employee and for the summer (thru September) has been working in my office, Mondays and Fridays. I have worked it out with Sheryl, that when Carrie or I take our vacation she will be in my office or if Sheryl is short staffed, we can make different arrangements.

Sarah has caught on quickly to the functions in my office and it is nice to know that in case of an emergency or schedules I do not have to worry about leaving her alone or shutting down the office. Because my office is busier in the summer than winter, it was very hard to find someone to basically come in, on an on call basis. In the winter there has been scheduling issues, which has led to my office being closed. Hiring Sarah as a full time employee would eliminate my office being closed, due to emergencies and vacations or of Sheryl's office being short staffed for the same reasons. With Sarah already being an employee it was nice that I did not have to train her on how our phone system works, the functions of the other offices or even who works in the other County offices and that was a major advantage. After talking with Sarah she would be agreeable to working between the 2 offices.

Sheryl and I are willing to work together to keep Sarah, and at this point would miss her if she left to find a full time position elsewhere. Sarah is a hard worker and pleasant to work with. I believe her to be an asset to the County and would hate to lose her.

Thank You

Antrim County Abstractor

EQUALIZATION SERVICES  
BETWEEN ANTRIM COUNTY & W.A.S., LLC

Peter Garwood, Antrim County Administrator  
Antrim County  
203 E. Cayuga Street  
Bellaire, MI 49615

June 22, 2015

**RE: Equalization Services; optional two-month renewal.**

**Services provided on a month by month basis, extended for additional two (2) months, to expire August 28, 2015**

Original Contract Award Date:	April 2015
Current Contract Term: Renewal Term:	Original three (3) months; Option to renew for two (2) months
Beginning Date of Original Contract Term:	April 2, 2015
End Date of Contract Extension Term:	August 28, 2015

The above referenced contract between Antrim County and W.A.S. LLC, as awarded April 2, 2015. Antrim County desires to exercise option #19, to renew said Contract effective from July 1, 2015 through August 28, 2015. This renewal period shall be governed by specifications, pricing, and the terms and conditions as set forth in the original contract.

Acknowledge your acceptance of this renewal by signing this document in the space provided below and return within ten (10) days.

Sincerely,

Polly Watson Cairns  
Managing Member – W.A.S. LLC

I/We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the original referenced Contract.

**ANTRIM COUNTY**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**W.A.S. LLC**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Please return 1 original to : W.A.S., LLC: % Polly Cairns (Member)  
425 South Airport Road W.

Administrative City Meetings - 7/2/15

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## **ANTRIM COUNTY PURCHASING AND BID POLICY**

**Adopted: \_\_\_\_\_, 2015**

### **PURPOSE**

The purpose of these Purchasing Policies and Procedures is to establish levels of authorization to purchase goods and services within the budget approved by the Board of Commissioners. The Purchasing Policies and Procedures seek to assure that all purchases of the County are conducted in a systematic and proper manner, to establish a process that engenders confidence from the Taxpayers of the County that products and services are purchased at competitive prices, and to establish a process that achieves these objectives without the bureaucratic systems that stifle the efficient operation of County departments and offices.

### **SCOPE**

The Purchasing Policies and Procedures are to be followed by all departments, offices and agencies under the direct budgetary control of the Board of Commissioners. This shall include all County appointed departments, elected offices, Antrim County Probate Court pursuant to Administrative Order #98-5, and Boards and Commissions which receive appropriations from the County Board of Commissioners. This policy does not affect the Antrim County Road Commission, and the Meadow Brook Medical Care Facility.

When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable Federal or State laws and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law. In addition to Federal, State laws and regulation, the Housing Program purchases must also comply with the *Antrim County Housing Department Policies and Procedures*, adopted November 8, 2012.

There will be various purchases that are affected by other policies. Each Budget Administrator should review and familiarize themselves with the list of policies that appear on page 11 of this document.

The bidding portion of this Policy shall not apply to:

- Maintenance agreement billings, utility billings, contracted services , insurance payments, dues and membership in trade or professional organizations, conferences/trainings and related travel and lodging expenses (see the *Travel Policy*),subscriptions for periodicals, real property, books, maps, pamphlets, works of art for public display, advertising, medical, dental, psychological, pharmaceutical, registered nurses, and other medically related professional services; real estate brokering and appraising; abstracts of titles for real property; title insurance for real property and

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other like services. *The appropriate account number and signature of a Budget Administrator or their designee is required for exempted purchases, and shall appear across the invoice.*

- Procurement contracts between the County and non-profit organizations, other governmental agencies or other public entities.
- Procurement under State purchasing programs such as MIDEAL, Federal, regional or other approved cooperative purchasing programs. A copy of such agreements must be on file with the Accountant/Purchasing Agent.
- The reauthorization of contracts, which have been previously approved by the Antrim County Board of Commissioners.
- Purchase of buses for Antrim County Transportation (ACT) through Federal and State grant funding.
- Purchase of services for veterans.
- Purchase of improvements at the Antrim County Airport and ACT funded through State and Federal grants.
- Intergovernmental contracts.
- Aircraft fuel purchases.
- Meals on Wheels trucks.

## **1 DEFINITIONS**

- 1.1 Basic Purchase:** Items valued at over \$250 and up to \$500 are considered basic purchases. Bidding procedures are not required for a basic purchase; however, the purchase order system must be utilized. The Budget Administrator must demonstrate the use of reasonable scrutiny in search of the best quality at the lowest overall cost.
- 1.2 Budget Administrator:** An elected official, department head or other appointed officials formally recognized by the Board of Commissioners as a manager of one or more budgetary departments or cost centers.
- 1.3 Capital Assets:** Term used by GASB to include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. A capital asset is an asset whose cost exceeds \$5,000 and useful life is greater than two years. Included in the cost of a capital asset are items such as labor and freight and any other costs associated in bringing the asset into full operation
- 1.4 Capital Lease:** A lease considered to have the economic characteristics of asset ownership. A capital lease would be considered a purchased asset for accounting purposes. A lease falls into this category if any of the following requirements are met:

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1. The life of the lease is 75% or greater of the assets useful life.
2. The lease contains a purchase agreement for less than market value.
3. The lessee gains ownership at the end of the lease period.
4. The present value of lease payments is greater than 90% of the asset's market value. Capital Outlay Items: Non-expendable items itemized in the County's capital improvement plan and recorded as a depreciating capital outlay through the County's fixed asset program.

**1.5 Capital Outlay:** See Capital Assets

**1.6 Competitive Sealed Bids:** Prices received from vendors on items or services over \$10,000. Competitive bids are received as sealed bids only and are opened at advertised public bid openings. A Sealed Bid is a response from a vendor to a formal request from a department to purchase services, or capital outlay/fixed asset based on the specifications prepared by a Budget Administrator and approved by the County Administrator.

**1.7 Encumbrance:** The estimated amount of purchase orders, contracts, or salary commitments chargeable to an appropriation.

**1.8 Expendable/Recurrent Supplies:** Routine supplies needed to carry on the County's daily business, including but not limited to; food products for the jail or Commission on Aging, medical supplies, tax forms, janitorial supplies, and animal control supplies. Expendable/recurrent supplies are generally acquired using preferred vendors.

**1.9 Equipment:** Tangible items with a value of \$5,000 or less.

**1.10 Final Approver:** Person(s) designated with the authority to award a contract or purchase to a vendor and request a purchase order from the County Accountant.

**1.11 Formal Bidding:** Formal bidding procedure should be used for purchases over \$5,000 to \$10,000. It includes solicitation of written bids through the mail, e-mail, and facsimile.

**1.12 Informal Bidding:** Purchases of over \$500 to \$5,000 are subject to informal bidding. Informal bids (quotes) includes solicitation of written bids and may be solicited by telephone, personal contact, or in writing.

**1.13 Operating Lease:** A rental-type lease in which the risks and benefits of ownership are substantively retained by the lessor and that does not meet the criteria in applicable accounting and reporting standards of a capital lease. Since the lessee does not assume the risk of ownership, the lease expense is treated as an operating expense.

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- 1.14 Professional Services:** Professional Services are provided by an outside vendor who has the expertise in a specific discipline by virtue of their education, experience, or both. Such expertise typically requires licensing or certification by a State or Professional organization. Such services would include: Architects, Engineers, Surveyors, Accounting/Auditors, Planning Consultants, Financial Advisors, and Attorneys.
- 1.15 Professional Service Contract:** A Contract for unique, technical, and/or infrequent functions performed by an independent contractor qualified by education, experience, and/or technical ability to provide services. In most cases, these services are of a specific project nature, and are not a continuing, ongoing responsibility of the institution.
- 1.16 Proposal:** A Proposal is a response from a vendor to a request for proposals (RFP) in lieu of a requirement for a written quote or sealed bid. A proposal is used when it is difficult, too costly, or impractical to develop a detailed set of specifications. A proposal also allows the vendor to propose solutions to problems rather than be confined by the limits of the specifications.
- 1.17 Public Bid Opening:** A place, date and time established to open competitive bids received on items and/or services being procured. Adequate public notice of the invitation for bids shall be given not less than 7 calendar days prior to the date set forth therein for the opening of bids. Such notice will be displayed on the Antrim County website and may include publication in a newspaper of general circulation within the County for a reasonable time prior to the bid opening.
- 1.18 Purchase Order:** The Purchase Order serves as the authorization to purchase and approval of payment for a expendable/recurrent supply, service contract (utilities not included), or capital outlay/fixed asset. A purchase order can only be signed by the Accountant/Purchasing Agent or, if unavailable, the County Administrator. For technology related purchases, the IT Director may sign purchase orders (see Software and Hardware Purchasing Policy).
- 1.19 Purchasing Agent:** Designated employee who assists in selection and purchase of goods and services by gathering and screening information about products, prices, and suppliers. The Purchasing Agent decides the methods to use to recognize expenditures for governmental funds when inventory is acquired.
- 1.20 Quote:** A quote is a response from a vendor that is received by telephone or personal communication. Also see written quote.
- 1.21 Request for Proposal (RFP):** A document issued by the County Administrator, which contains specifications and County bidding procedures for procurement of items and/or

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services. An RFP is sent out to vendors as a mechanism to solicit for competitive proposals in which cost is only one of the deciding factors when choosing the appropriate vendor.

- 1.22 Request for Quotation (RFQ):** A document (less formal than an RFP) issued by a Budget Administrator, which contains specifications for the procurement of items and/or services. An RFQ is sent out to vendors as a mechanism to solicit for competitive quotes.
- 1.23 Routine Purchase:** Items valued from \$0 and up to \$250 are considered routine purchases. Bidding and quote procedures are not required. Generally, a purchase order is not required unless the item is part of a larger capital purchase.
- 1.24 Service Contract:** an agreement whereby a contractor supplies time, effort and/or expertise instead of a good (tangible product).
- 1.25 Written Quote:** A Written Quote is a written response from a vendor to either a verbal or written specification prepared by the department requesting the written quote. Also see quote.

## **2 GENERAL REQUIREMENTS**

The Antrim County Board of Commissioners or authorized agent, reserve the right to accept or reject any or all bids, quotes, or proposals, or parts of bids, quotes or proposals with or without cause. The County reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. If no acceptable bids or proposals are received, the County may buy in the open market, if appropriate, until a satisfactory bid is received. Bids, Quotes, and Proposals will be evaluated based on the following criteria:

- 2.1** Comparison of unit price and total price.
- 2.2** Delivery date promised and adherence to delivery schedule.
- 2.3** Reputation regarding quality of product or service.
- 2.4** Evaluation of whether minimum requirements have been met.
- 2.5** Past performance of a vendor.
- 2.6** Availability, dependability and experience.
- 2.7** Compatibility with existing equipment or software.
- 2.8** Proposals may include the vendor's/contractor's recommended application of a solution to the stated problem or issue.

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## **3 PROCEDURE**

All purchases by contract, or otherwise, as herein authorized, must be included in the departmental budget approved by the Board of Commissioners. Separating the work of vendors into smaller invoices to avoid a more stringent bidding/quote process is a violation of the dollar threshold rules.

It shall be unethical for any County employee or elected official to participate directly or indirectly in a procurement contract when (the County employee/elected official knows that) the County employee/elected official or any member of the County employee's/elected official's immediate family has a financial interest pertaining to the procurement contract.

**3.1 Basic Purchases:** Items valued at over \$250 to \$500 are considered basic purchases. There are not any bidding requirements for these purchases; however, the purchase order system must be utilized. The Budget Administrator or their designee(s) are authorized to act as the final approver after securing a purchase order through the County Accountant. The Budget Administrator or their designee(s) shall exercise reasonable scrutiny when expending funds under the \$500 threshold.

**3.2 Informal Bidding:** Purchases of over \$500 to \$5,000 are subject to informal bidding. A Budget Administrator, shall solicit informal bids (written quotes) as outlined below.

1. **Bid Information:** To insure fairness, each vendor solicited shall be given the same information in writing. This information should include:
  - Description of items to be purchased
  - Special terms and/or specifications
  - Desired delivery date
2. **Record of Bids:** All bids solicitations and responses shall be in writing and are to be submitted to the Accountant as Purchasing Agent. Each record should contain:
  - Bid Information
  - Record of all bids (at least three or the reason why it wasn't feasible)
  - Budget Administrator's explanation if lowest priced vendor not selected

**3.3 Formal Bidding:** Purchases of over \$5,000 to \$10,000 are subject to the formal bidding procedure and require a written quote from the bidder. However, if determined to be beneficial in a given circumstance, the County Administrator has the discretion to use the sealed bid process. The Budget Administrator must approve the quote, with the County Administrator or designee acting as the final approver. It includes solicitation of

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written quotations/bids through direct contact, public advertisement or any combination of the same.

1. Solicitation/advertisement must include the following:
  - Identification of item(s) to be bid upon
  - Product specifications
  - Method for which quotes are to be submitted
  - Date and time of quote deadline for submission
  - Contact for further information
  - Statement of County's rights to accept or reject bids/quotes
  
2. Record of Bids: All bids solicitations and responses shall be in writing and are to be submitted to the Accountant/Purchasing Agent. Each record should contain:
  - Bid Information
  - Record of all bids (at least three or the reason why it wasn't feasible)
  - Budget Administrator's explanation if lowest priced vendor not selected

**3.4 Competitive Sealed Bid:** A competitive sealed bidding process is required for purchases with an anticipated obligation of over \$10,000. A minimum of three (3) bids must be sought.

The requirement for competitive sealed bids shall not apply to:

1. If the County Administrator, along with the Finance Committee, determines that the use of competitive sealed bidding is either not practicable or not advantageous to Antrim County, a contract may be entered into either by competitive sealed proposals or through sole source negotiations.
2. A contract may be awarded for goods or services without competitive bids when the Budget Administrator, with concurrence by the County Administrator, determines in writing that there is only one source for the required item. The Budget Administrator shall take all reasonable steps to insure that the specifications for an item to be procured are developed to permit competition among businesses whenever practicable. Finance Committee approval is required for purchases over \$10,000.
3. In the procurement of architectural, engineering, landscape architectural, or land surveying services.
4. In the procurement of services of an independent certified public accountant selected to audit the County's operation.
5. In the procurement of consultant, advisory, or study activities by professionals other than those identified above.

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6. Purchase of computers and computer related equipment are subject to the informal bidding process and the *Software and Hardware Purchasing Policy*.
7. Emergency repairs.

The inability to obtain no more than one (1) bid, upon due diligence, shall not prevent the County from awarding the bid. A copy of all draft bid document materials must be provided to the Administration Department. The Budget Administrator shall work with the County Administration Office to finalize the bid documents prior to the bid release date.

1. If a bid document must be prepared (over \$10,000), it shall include:
  - Bid Reference Number as assigned by the Administration Department
  - Bid advertisement
  - Bid preparation instructions
  - Contract compliance terms
  - General conditions
  - Special conditions
  - General specifications
  - Detailed specifications
  - State or Federal guidelines (if necessary)
  - Statement of County's rights to accept or reject bids
  - Bid deadline for submission
  - Location, date and time for public bid opening
2. All bids shall be opened at the time, date and place specified, and the opening and inspection of all bids shall be made by the County Administrator. A complete summary of the bids, including the bidding firm's name, cost, qualifying data, and any other relevant information, shall be kept on file. Final approval, acceptance and selection of bids that are low bid and meet specifications shall be recommended by the County Administrator to the Board of Commissioners through the appropriate standing committee or committee of the whole.
3. A Budget Administrator may request the Board of Commissioners to waive the Sealed Bid Process. Such request must be in writing, submitted to the County Administrator, stating the reasons that it is to the advantage of the County to waive the Sealed Bid Process or that it is impractical to have a competitive bid process. The request will be submitted to the appropriate standing committee or committee of the whole for recommendation to the Board of Commissioners.

**3.5 Expendable/Recurrent Supplies:** For each expendable/recurrent category of purchases, the Budget Administrator will compile and maintain a list of preferred suppliers. Such lists will be provided to the County Administrator and the County Accountant. The lists will be reviewed and updated periodically. Typically one to three vendors will be listed to provide comparison pricing and selection options. However, all

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budget administrators should continually seek competitive pricing. Questions regarding whether or not an item is an expendable/recurrent supply will be decided by the County Accountant. If further questions arise, County Accountant will seek clarification from the County Administrator or his/her designate. Regular day to day office supplies, such as copier paper, notepads, paper clips, etc. are not to be purchased by individual offices but will be ordered by the Accountant/Purchasing Agent (See Exhibit 1).

- 3.6 Emergency Purchases:** For emergency purchases up to \$10,000; Budget Administrators, with concurrence of the County Administrator may declare the existence of an emergency procurement condition provided there is adequate funding in the departmental budget.

For emergency purchases of over \$10,000, or a lower amount for which there is not adequate funding in the departmental budget, a Budget Administrator with concurrence of the County Administrator, and the Chair or Vice Chair of the Board of Commissioners may declare the existence of an emergency procurement condition.

For emergency purchases for which there are not adequate funds, a Budget Administrator with concurrence of the County Administrator, and the Chair or Vice Chair of the Board of Commissioners may declare the existence of an emergency procurement condition. In the case of insufficient funds in the departmental budget, the budget amendment must be approved by the Board of Commissioners retroactively.

In any of the above cases, the provisions of this Policy shall be suspended and an emergency procurement will be considered authorized; provided that such emergency procurement shall be made with such competition as is practicable under the circumstance. When an emergency procurement is authorized, the factual basis for the emergency and the selection of the particular contractor shall be documented in a file maintained by the Accountant/Purchasing Agent. A copy of such documentation shall be provided to the County oversight committee to which the department is responsible.

- 3.7 Capital Leases:** The process for bidding capital leases shall be similar to other purchases. Depending on the item to be leased the County Administrator will work with the Budget Administrator to use either the bid/quote process or the RFP process.
- 3.8 Bid Specification Changes:** All changes in bid specifications shall be reported to all known potential bidders. Such notification shall provide appropriate time for all such potential bidders to have adequate time to make adjustments to their bids.
- 3.9 Demo Models:** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.

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- 3.10 Rebidding:** Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for competitive sealed bids, with notification being given to the Finance Committee members.
- 3.11 Purchases on Behalf of Other Agencies:** For purchases made by Antrim County while acting as a grant fiduciary on behalf of other agencies, Antrim County will allow preferred vendors at the written request of an authorized representative from the requesting agency.
- 3.12 Nepotism:** The Budget Administrator may not hire a person related to him/her to do contractual work until approved by the County Board of Commissioners for compliance with the spirit of the County's Purchasing Policy. For the purposes of this policy, "related" shall cover the following relationships:
1. Parent (natural, step, or in-law)
  2. Child (natural or step)
  3. Brother/sister (natural, step, or in-law)
  4. Spouse
  5. Grandparent
  6. Legal Guardian
- 3.13 Payment Procedure:** The respective Budget Administrator will be responsible for inspection of all orders, upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. Whenever a department rejects any orders, the County Accountant shall be notified immediately and given the reason for the rejection. If for any reason the purchase order must be cancelled, contact the Accountant/Purchasing Agent.

The County of Antrim will accept delivery of and authorize payment of only those services, supplies, merchandise or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

Payment for any services, supplies, merchandise or articles not authorized in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein, shall be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

Payment in full for any service, supplies, merchandise or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance

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until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

**3.14 Insufficient Appropriations.** In the event that a cost center or departmental balance is insufficient, the Accountant/Purchasing Agent will reject the purchase request. To request an increase in funds, the Budget Administrator should proceed as follows:

1. Contact the Administrator to get on the agenda for the appropriate oversight committee or committee of the whole.
2. All requests for additional funds must be in writing and must include a justification of need.
3. If the Budget Administrator has a suggestion for where the additional funds can be transferred from, include it in the request.
4. If there are any questions regarding the funding, check with the County Accountant.
5. If the oversight committee agrees with Budget Administrator's request they will recommend the necessary budget amendment to the Finance Committee and final approval by the Board of Commissioners.
6. Once the funds are approved the Budget Administrator must follow this policy to initiate the purchase.

**Related Policies:**

Credit Card Policy

Construction Project Change Order Policy

Housing Department Policy and Procedures

Software and Hardware Purchasing Policy

Training Meal Expenses (Sheriff Dept.) Policy

Travel Policy

County-Owned Vehicle Policy

Fixed Asset Policy

**Policies Rescinded Upon Adoption of this Policy:**

Purchasing Policy – Phase One

Antrim County Bid Policy

## EXHIBIT 1

**PURCHASING SUMMARY – For Budgeted Items**

Type of Purchase	Amount of Purchase/ Dollar Threshold	Type of Quote/Bid Needed	Award Authorization Required By: (Final Approver)	Purchase Order Requirement
Routine Purchase	\$250 and Under	N/A	Budget Administrator	NO *
Basic Purchase	Over \$250 to \$500	Reasonable Scrutiny	Budget Administrator	YES
Informal Bidding	Over \$500 to \$5,000	Three Written Quotes Required	Budget Administrator	YES
Formal Bidding	Over \$5,000 to \$10,000	Three Written Quotes Required	County Administrator	YES
Competitive Sealed Bid	Over \$10,000	Sealed Bids, RFP, RFQ Formal Solicitation	Oversight Committee/Board of Commissioners	YES

Receiving: Department Heads are responsible for determining the proper quantity and quality of goods received before forwarding the invoice for payment by Antrim County. (see Section 3.13)

If funds are not budgeted, see Section 3.14.

If the proposed purchase falls in the category of an emergency purchase, see Section 3.6.

\*The answer would be “yes” if the purchase is a part of a large capital purchase.

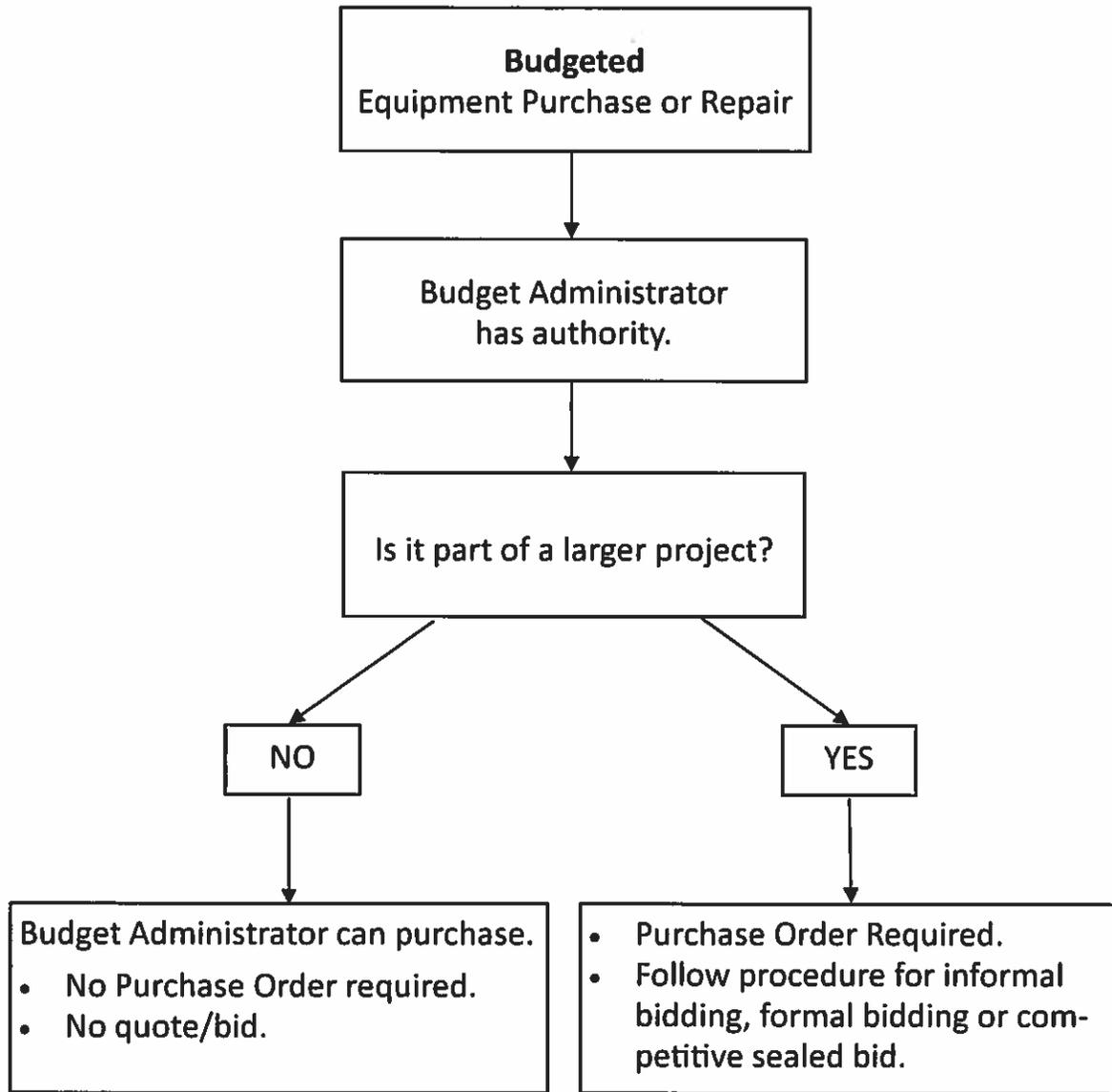
**EQUIPMENT GL NUMBER**

XXXXXX--980.000  
DEPT #

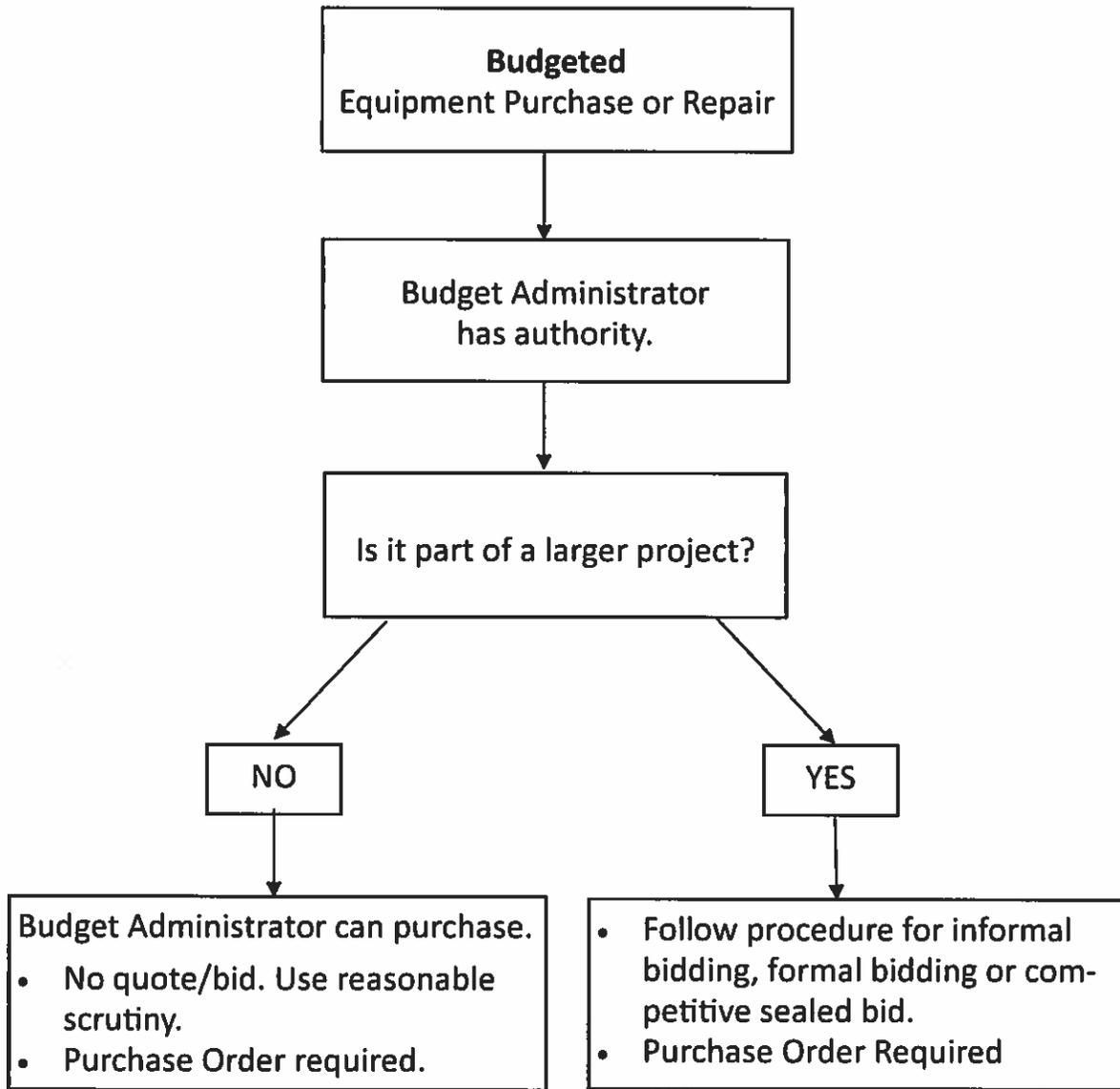
**CAPITAL ASSET GL NUMBER**

XXXXXX-901-980.  
DEPT #

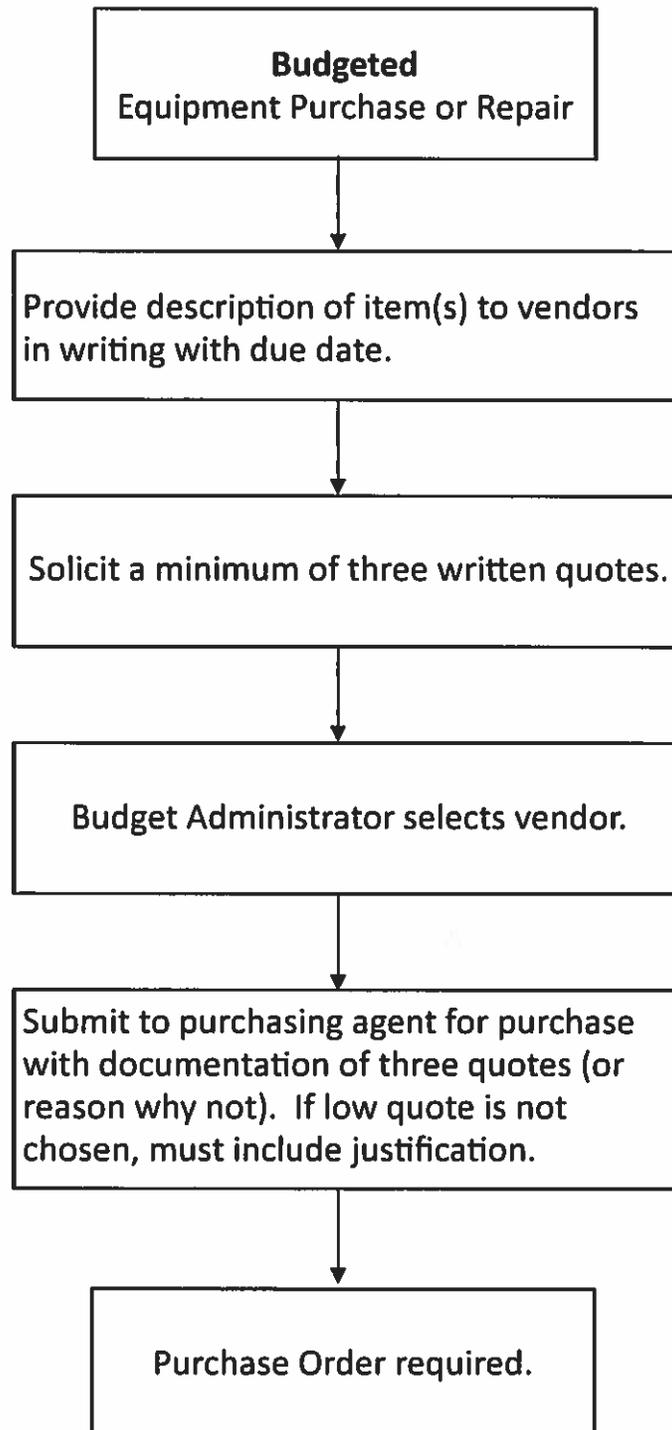
## Routine Purchase under \$250



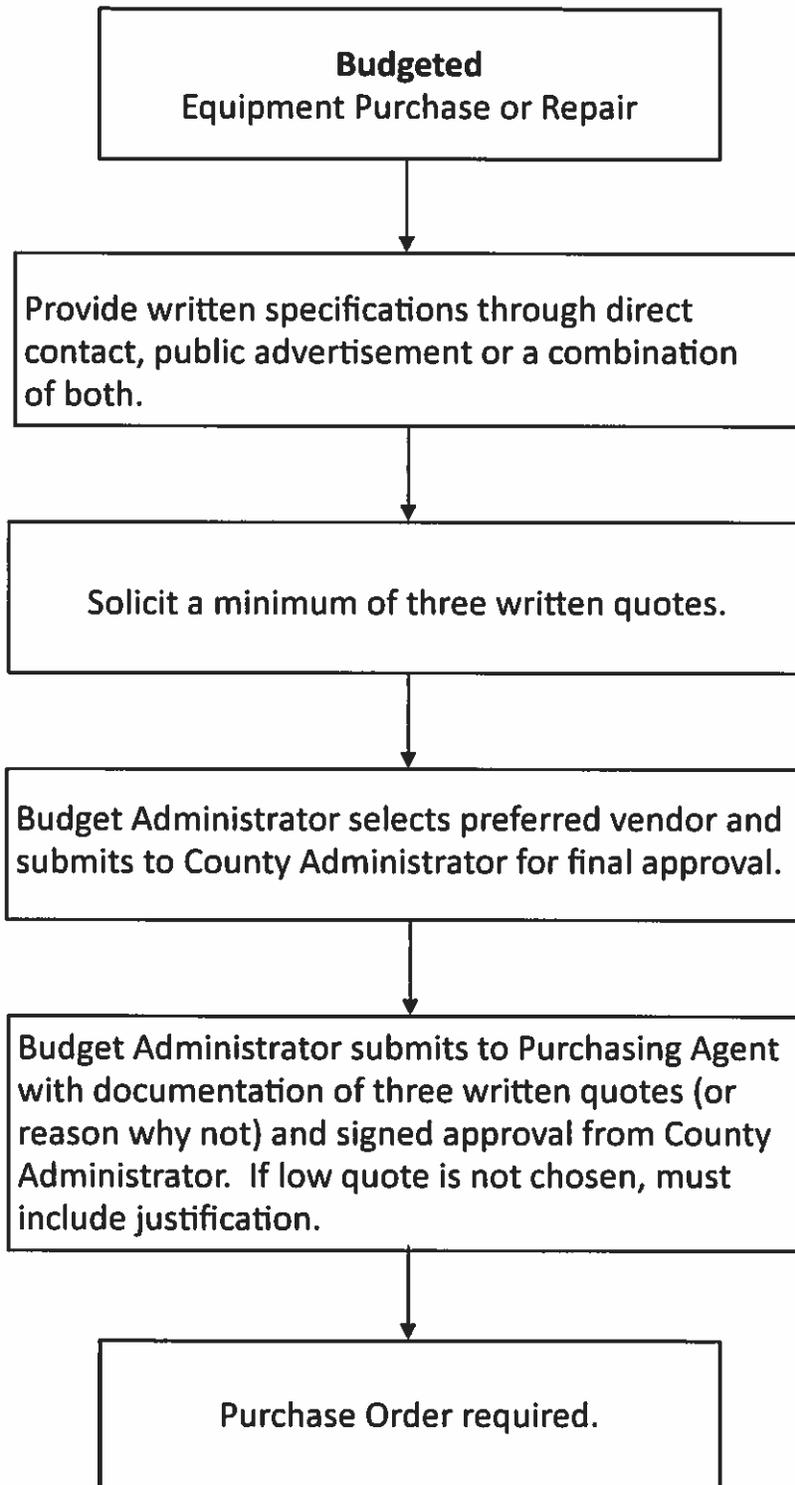
## Basic Purchase over \$250 to \$500



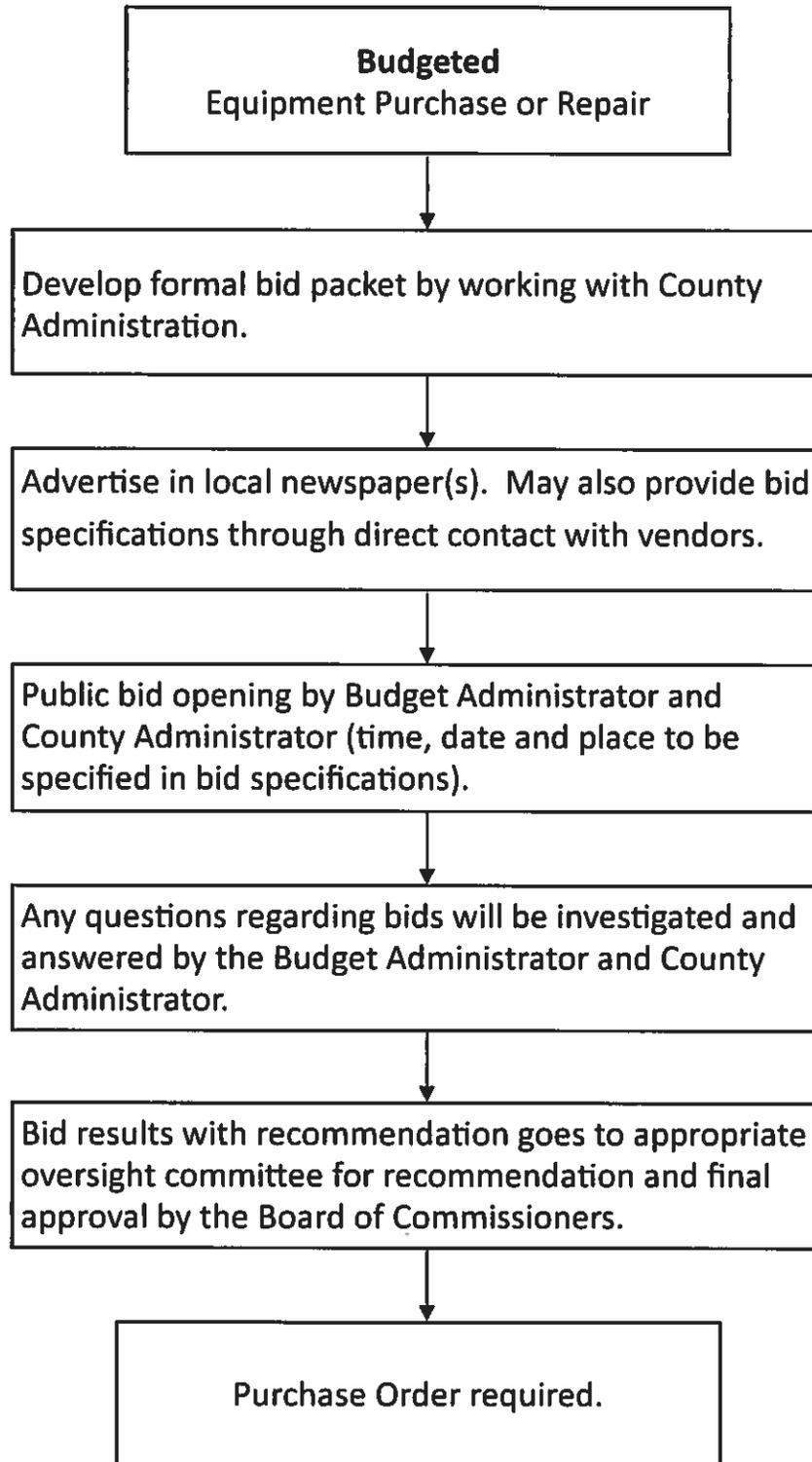
## Informal Bidding over \$500 to \$5,000



## Formal Bidding over \$5,000 to \$10,000



## Competitive Sealed Bid over \$10,000



## Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

### Minutes - August 6, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Mike Crawford, Pete Garwood, Sheryl Guy, Sherry Comben, Debra Peters, Janet Koch, Karen Bargy, Theresa Kent, Patty Niepoth

**1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

**2. Public Comment**

None.

**3. Good Samaritan Resolution (attached pgs. 6-7)**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioner's approve a resolution of appreciation to Good Samaritan Family Services.**

**Motion carried – unanimous.**

**4. Data Share Fee Waiver Request (attached pg. 8)**

Pete Garwood, County Administrator, said the County had approved a waiver for students in the past.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioner's approve the request from Michigan Technological University geology graduate student Ashley Miller to waive the fees and approve the provision of the parcel line spatial data from the County Geographical Information System (GIS) database. Motion carried – unanimous.**

Commissioner Karen Bargy arrived at the meeting, creating a quorum of the Board of Commissioners.

**5. Prosecutor's Office Personnel**

Jim Rossiter, County Prosecuting Attorney, asked the Committee to approve refilling the second Assistant Prosecutor position. He requested a release of funds for wages of up to \$55,000 plus benefits.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend that the Board of Commissioner's approve the release of funds for a second assistant prosecutor of up to \$55,000 for wages plus benefits. Motion carried – unanimous.**

Mr. Rossiter asked if a wage survey could be done for the elected officials. Mr. Garwood said the last time a wage survey had been done was 2012. Ms. Stanek said the wage study needed to be updated. It was the consensus of the Committee to direct the Administration Department to conduct a wage study, starting with the elected officials and include all the County employees.

Mr. Garwood said the Antrim County Transportation and Sheriff's Office contracts are currently under negotiation.

**6. Equalization Department**

**Personnel Request (attached pg. 9)**

Mr. Garwood said Ms. Rogers was requesting an extension of her temporary part-time status. Polly Cairns, Equalization Director, supported the request. Sheryl Guy, County Clerk, distributed a letter signed by four County employees that expressed their concerns over this issue (**attached pg. 10**).

**Motion by Ed Boettcher, seconded by Dave Heeres, to recommend the Board of Commissioner's approve the request from Laura Rogers, Clerk II in the Equalization Department, to extend the period of time in which she is temporarily working as a regular part-time employee in the Equalization Department, at 32 hours per week, by three months starting August 24, 2015, with the stipulation if the arrangement is not working out for any reason, the position will be restored back to full-time immediately. Yes votes – Ed Boettcher, Dave Heeres; No vote – Laura Stanek. Motion carried.**

**MCAO Training Recommendation**

Mr. Garwood said he has learned through conversations with administrators from other counties that it is important to have trained staff in Equalization departments. He said other counties send their Equalization staff through MCAT and/or MCAO training, adding that a higher level of training would protect the County and ensure a smoother transition period if key personnel leave the County's employ.

Ms. Stanek said that in the past, when training had been paid by the County, that a contract was made between the employee and the County to ensure the employee remains a County employee for a stipulated period of time. Ms. Cairns said some scholarship funds were available, conditional on passing the class. She added that the MCAO classes had previously been held on Saturdays. The class will cost \$2,000 plus a \$40 service fee.

The Committee and Mr. Garwood discussed changing the job description of the Equalization's Clerk II to include the necessity for MCAT/MCAO training. The terms of the agreement for Level 3 training for Equalization Department employee Casey Guthrie were discussed.

**Motion by Ed Boettcher, seconded by Dave Heeres, to recommend the Board of Commissioner's authorize the Clerk II in the Equalization Department to enroll in MCAO class January 2016 under the same terms as the tuition reimbursement agreement between the County and Casey Guthrie as approved by the Board of Commissioners on May 14, 2015. Motion carried – unanimous.**

**Director Search Update**

Mr. Garwood had included a memo regarding the director search in the agenda packet. At this time the three options are 1) the possibility of a Level 3 working with a Level 4, 2) a team approach for three level 4s to provide the necessary Equalization services, and 3) a contract with a Level 4 currently working for another county. In addition, Ms. Cairns has indicated there might be more interest in the job if the director's wages were increased by \$10,000.

Ms. Cairns has also indicated that she might be willing to continue on a contractual basis beyond the two months currently being considered (**attached pg. 11**). Mr. Boettcher asked Ms. Cairns if continued, whether she saw her role as interim or a permanent role. Ms. Cairns said she would assist the

Equalization staff to deepen their knowledge, but if after a year, she's still doing 99% of the reports, she would have to reconsider the arrangement. She told the Committee that the reports are critical to the State, the County, and to her certification. Sherry Comben, County Treasurer, asked about time spent in the office. Ms. Cairns said she would be seeking approval from Traverse City to allow her to spend more time in Antrim County.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve an additional two-month contract extension between Antrim County and W.A.S. LLC (Polly Cairns) for Equalization Director Services from August 28, 2015, through October 30, 2015 at \$6,666.67 per month with a budget transfer from 101000-257-702.000 and into 10100-257-802.000 Motion carried – unanimous.**

Ms. Stanek said she wouldn't recommend increasing the Equalization Director's wage by \$10,000. Mr. Garwood said the existing advertisement stated the current salary range was from \$56,669 to \$62,733, with the possibility of negotiations. He added that changing the Equalization Director's wage scale would take Board of Commissioner action. It was the consensus of the Committee and Ms. Cairns that a full-time Equalization Director was preferred.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend that the Board of Commissioner's to raise the top amount of the Equalization Director's wage scale to \$10,000 more than the starting rate, making the range \$56,669.00 to \$66,660.00. Motion carried – unanimous.**

## **7. County Administration Department**

### **Tuition Reimbursement**

Laura Stanek said in the past the Board had approved reimbursement for individual classes that would benefit the County, but not an entire degree. The Committee discussed the topic and agreed. Ms. Koch was directed to bring requests for tuition reimbursements to the Committee when she enrolled in specific classes.

## **8. County Administrator Position Description**

Laura Stanek said she believed there were issues that still needed to be discussed. Deb Haydell, County Accountant, distributed a packet that contained a copy of her job description (**attached pgs. 12-14**), stating that it needed to be revised if the County Administrator's job description was revised.

Mr. Boettcher indicated it was important to include the supervision of department heads in the County Administrator's job description; that with monthly meetings the standing committees can't supervise on a daily basis. Ms. Haydell requested an employee handbook, adding that she would like to see a line drawn between when she would need to go to her oversight committee and when she needed to go to the County Administrator.

Deb Peters, Veterans Affairs Director, said the department heads would like to know what the term "supervised" meant and what changes that would mean. Theresa Kent, Abstractor Director, said most of the department heads had been in their positions for some time and were fine with the current situation.

Mr. Boettcher said an employee handbook would refer to the role of the County Administrator; that the County Administrator job description needed to be established first.

Mr. Crawford suggested pulling out the points of contention and approving the document. He added that the position description could always be amended. Ms. Haydell said her concerns regarded number 2 in Essential Duties and Responsibilities and the Summary.

It was the consensus of the Committee to hold a meeting with the chair of the Administration Committee and the chair of the Finance Committee along with the County Administrator and the County Accountant to work through the position descriptions.

The term supervision was again discussed. Ms. Guy said some department heads are concerned that they're not getting timely answers from Mr. Garwood.

## **9. Torch Lake Sandbar Task Force**

Mr. Boettcher noted that Triston Cole, State representative of the 105th district, had asked Antrim County to be part of a sandbar task force during a round table discussion on July 30, 2015 held in Elk Rapids. Mr. Boettcher had told Representative Cole that if a task force would be beneficial, that he believed the County would be willing to be involved. The task force would address the problems regarding the sandbar over the Fourth of July.

Ms. Stanek said law enforcement should be involved. Mr. Boettcher said he'd talked to Undersheriff Dean Pratt, who told him that multiple law enforcement agencies already met as a type of task force to deal with the sandbar issues. Mr. Crawford felt more State money was needed to fund the DNR and the State Police. Mr. Boettcher suggested that some community members be invited to those existing law enforcement sandbar meetings.

Gordy Schafer spoke about his experiences with the sandbar. He described some social media techniques that could be used to help the situation next summer.

Mr. Crawford left the meeting, at which point a quorum of the Board of Commissioners was no longer present.

## **10. Various Matters**

### **Fiber Connection**

Val Craft, IT Director, attended the meeting to provide some information to the Committee. Ms. Craft said the State of Michigan was upgrading the internet connection to the Sheriff's Office. There will be a faster connection, but there will also be an increased cost.

Existing fiber runs from the County Building to the 1905 Courthouse and from the 1905 Courthouse to the Sheriff's Office. Ms. Craft would like to upgrade the fiber connection between the County's main buildings to single mode. She said she is still gathering information regarding the project. Ms. Craft noted the possibility of connecting the Department of Human Services offices and sharing the cost.

Ms. Heeres asked about the necessity of eventual equipment upgrades in the buildings. Val Craft said upgrades would eventually be needed.

### **Paging System**

Ms. Craft said the paging software proposed in the 2016 budget would enable the use of the telephone speakers as paging devices. Mr. Garwood said a paging system would be the only way to immediately announce an emergency on the County's campus.

## **11. Public Comment**

Ms. Bargy communicated her concerns regarding the County Administrator to the Committee. She advocated for a Board of Commissioner performance review of the County Administrator.

Mr. Boettcher noted that the proposed change to the position description wasn't giving the County Administrator authority; it was giving responsibility. He added that the Board of Commissioners needed to prioritize what they would like the County Administrator to do. Mr. Heeres would like the Board pull back from micro-managing. Ms. Bargy said it might be time to consider the creation of a human resources position. Mr. Garwood suggested having MSU-E facilitator John Amrhein help the Commissioners build a strategic plan.

**Motion by Ed Boettcher, seconded by Laura Stanek, to recommend that the Board of Commissioner's invite MSU-E facilitator John Amrhein to make a presentation regarding a strategic planning process for the Board. Motion carried – unanimous.**

**Motion by Laura Stanek, seconded by Dave Heeres, to move into closed session for the purpose of discussing the ongoing negotiations with two union contracts, the Sheriff's Department - Deputies & Dispatchers and Corrections - Cooks and Clerical Unit; Mr. Garwood, Ms. Koch were requested to attend the closed session and Commissioner Bargy also attended. Motion carried – unanimous.**

The Committee went into closed session as 12:28 p.m.

The closed session ended at 12:47 p.m.

The meeting was adjourned at 12:48 p.m.

*Resolution of Appreciation to  
Good Samaritan Family Services  
Service*

*WHEREAS, the Good Samaritan Family Services is a Christian based, charitable human services organization located in Ellsworth, Michigan. The flagship program is Good Samaritan Pantry and Resale Shop, which has been in existence since 1990 to provide food, clothing, emergency heating fuel, and basic necessities to neighbors in need. It was created by Mary Peterson (current Pantry and Resale Shop Director) and a group of concerned neighbors who realized their community was touched by significant poverty. The Pantry and Resale Shop rely solely on area volunteers to stock and sort inventory, and serve clients. In 2014, 95 volunteers contributed more than 23,650 hours to ensure those in need would be helped. The number of families the Pantry and Resale Shop assists on a monthly basis has steadily increased to more than 700. In 2014, the Pantry had 8,272 family visits, while 311 families received assistance with their utilities and heating fuel. In 2014 Sammy's Shoe Store was opened to provide new shoes for hundreds of area school aged children who need shoes, and The Good Samaritan Pantry and Resale Shop has been a helping hand in the lives of many Antrim County residents, and*

*WHEREAS, In 2001, the Good Samaritan board of directors established the Moms & Tots Center to provide for the special needs of pregnant young women and single mothers. The Center serves its clients in three ways: One is to meet the immediate needs of the young woman who is facing an unexpected pregnancy. Secondly, the Center provides a baby closet which offers maternity clothes, baby clothes, diapers and other baby items. Thirdly, the Center provides a program called Earn While You Learn, teaching parenting skills, life skills, and much more. Time earned in the program can be used to select new car seats, new cribs, and other baby furniture. Presently the Center has a director, assistant director and 30 trained volunteers serving about 450 active clients. In 2015 the Center began offering the education program Willing to Wait to area middle school classrooms. This program is designed to encourage students to postpone sexual activity, and*

*WHEREAS, the Good Samaritan Family Services exists for the following purposes:*

- 1. To improve the quality of life for families by providing goods and services to families, pregnant young women and single mothers with unmet needs.*
- 2. To assist families, pregnant young women and single mothers in accessing services by referring them to appropriate governmental and non-profit agencies in our service area.*
- 3. To provide collaborative opportunities with county agencies, local churches, other organizations and individuals in meeting the needs of the "whole person" regardless of race, religious conviction or other conditions. There is no test to access the services of the Center other than need, and*

WHEREAS, The Good Samaritan Family Services has been a helping hand in the lives of many Antrim County residents.

*NOW, THEREFORE, BE IT RESOLVED*, that the Antrim County Board of Commissioners, on behalf of the citizens of Antrim County, expresses sincere appreciation to *the Good Samaritan Family Services* for 25 years of dedicated service to the communities of Antrim County.

*PASSED AND ADOPTED*, this thirteenth day of August, two thousand and fifteen, by unanimous vote of the Antrim County Board of Commissioners.

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Michael Crawford, Chairman

**Schrader, Tina**

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**Subject:** FW: Parcel Line spatial data

**From:** Weston, Julie  
**Sent:** Monday, July 13, 2015 10:35 AM  
**To:** Garwood, Peter  
**Subject:** FW: Parcel Line spatial data

Pete,

I received this parcel request. Would you please bring this up at the next committee meeting?

Julie Weston  
GIS Technician  
Antrim County Equalization

**From:** Ashley Miller [<mailto:aemiller@mtu.edu>]  
**Sent:** Friday, July 10, 2015 11:54 AM  
**To:** Weston, Julie  
**Subject:** Parcel Line spatial data

Hello,

My name is Ashley Miller and I am a graduate student in the geology department at Michigan Technological University. I'm currently working on a groundwater modelling project within Antrim county as part of my master's thesis. One objective of this project is to analyze components of groundwater usage within the county based on publicly available spatial data.

I'm currently looking for parcel line spatial data between the Mancelona and Bellaire area. This would be the same information that is available through the Antrim County GIS web browser. Since this project is related to research through the University, I was wondering if the digital data costs still apply, since non-profit organizations may receive the data at no charge.

I can be reached by email at [aemiller@mtu.edu](mailto:aemiller@mtu.edu) or by phone at 330-646-7870.

Thank you for your time,

--  
*Ashley E. Miller*

Geological & Mining Eng. & Sciences  
Michigan Technological University, Houghton, Mi  
330-646-7870

[aemiller@mtu.edu](mailto:aemiller@mtu.edu)

July 30, 2015

Peter Garwood  
Antrim County Administrator

RE: Request for Extension of Regular Part-Time Employment

Dear Pete,

Per our conversation yesterday, I am requesting my current regular part-time employment that was approved for three months beginning May 25 be extended for an additional three months. My request would extend my 32 hour per week schedule consisting of four 8 hour days to November 20 which is the end a pay period. I will continue to be flexible with my day off as needed to staff the Equalization Department. Also, if needed for a specific week, I would work a five day week for vacation coverage or to complete work needed to meet deadlines. I understand that as a regular part-time employee, I am not eligible for personal days or vacation days. However, I would continue to be covered under the county health care insurance program and pension plan.

The regular part-time schedule has worked well to meet demands in my personal life. The extension will help me continue to give these demands my attention. Thank you for your consideration of this request.

Sincerely,

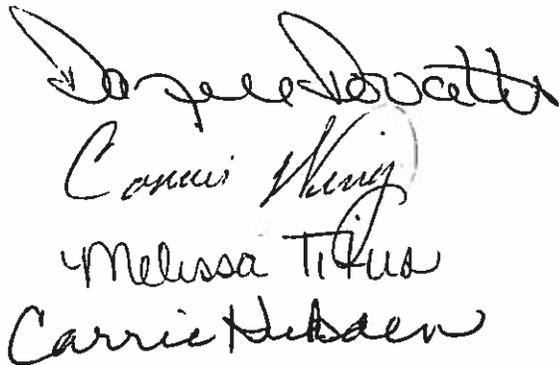
Laura Rogers  
Antrim County Equalization

To: Administration Committee

In a letter dated 11/26/2014 to the Administration & County Services Committee, it states in the first paragraph "Due to the complexity and volume of workflow entering Equalization, it has been deemed necessary to restore the part-time Clerk II position to a full-time Clerk II". This full time position was effective 1/1/2015, yet 5 months later she requested to go temporary part time to meet the demands in her personal life, which she was granted, now she is coming back and asking for an extension of another 3 months. It seems obvious that the Clerk II position doesn't need to be a full time job if the "complexity & volume of workflow" can be completed on a part time basis. And unfortunately, we all have demands in our personal life and that is why we have Family Medical Leave.

I'm finding it difficult that once again we are making exceptions for this one person and trying to understand what makes her any different than the rest of us.

Her next request is to go to a 16 month Assessing Program, at the minimal cost of \$2000 to the county, to "expand her limited knowledge of Assessing". Again, I find this difficult to understand why it is even being discussed. If the work can be done on a part-time basis, why should the County pay to send her to school? If this is approved by the Committee, does the individual have to sign a tuition reimbursement agreement as has been done in past practice?

  
Joseph Lovatta  
Conni King  
Melissa Titus  
Carrie Hudson

**CONTRACT RENEWAL OPTION  
EQUALIZATION SERVICES  
BETWEEN ANTRIM COUNTY & W.A.S., LLC**

Peter Garwood, Antrim County Administrator  
% Antrim County Administration  
203 E. Cayuga Street  
Bellaire, MI 49615

August 5, 2015

RE: Equalization Services; optional two-month renewal.

Services provided on a month by month basis, extended for additional two (2) months, to expire October 30, 2015.

**Original Contract Terms:**

Original Contract Award Date:	April 2015
Current Contract Term:	Original three (3) months;
Renewal Term:	Option to renew for two (2) months
Beginning Date of Original Contract Term:	April 2, 2015
End Date of Contract Extension Term:	October 30, 2015

The above referenced contract between Antrim County and W.A.S. LLC, as awarded April 2, 2015. Antrim County desires to exercise option #19, to renew said Contract effective from August 28, 2015 through October 30, 2015. This renewal period shall be governed by specifications, pricing, and the terms and conditions as set forth in the original contract.

Acknowledge your acceptance of this renewal by signing this document in the space provided below and return within ten (10) days.

Sincerely,

Polly Watson Cairns  
Managing Member- W.A.S. LLC

1/We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the original referenced Contract.

**ANTRIM COUNTY**

**W.A.S. LLC - Polly Watson Cairns**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<p style="text-align: center;"><b>COUNTY OF ANTRIM</b> <b>DESCRIPTION OF ESSENTIAL DUTIES</b></p>
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**Title: COUNTY ACCOUNTANT**

**General Purpose**

Under the supervision of the County Board of Commissioners and at the direction of the Finance Committee, assists in maintaining the integrity and accuracy of the financial accounting system used by the County in a manner consistent with established and accepted governmental principles and practices. Works in cooperation with the County Administrator, County Clerk and County Treasurer, as well as other County departments. Responsibilities include budgeting, accounting, monitoring expenditures and revenues, grant accounting, payroll reports, financial reports, purchasing and fixed assets inventory, and other accounting and support functions.

**Essential Duties and Responsibilities**

*The following duties and responsibilities are not all inclusive, and may vary from time to time.*

1. Assists in the maintenance of an established state mandated accounting system for all County funds and ensures the integrity of the system. Identifies possible problem areas in accounting procedures, evaluates proposed changes and makes recommendations for adjustments.
2. Maintains financial systems in sufficient detail to produce adequate cost, financial and statistical data for management purposes, and to meet statutory requirements. Analyzes and interprets fiscal records and prepares financial statements that reflect the accurate financial condition of the County.
3. Under the direction of the Finance Committee coordinates the preparation of the annual County budget including collecting financial information, working with all County departments on the preparation of revenue and expenditure estimates, and coordinating preparation of the final approved budget.
4. Prepares yearly financial report and coordinates with County auditor. Conducts all year-end balancing and prepares adjusting entries for audit. Serves as a resource and liaison with the County auditor, and coordinates the implementation of systems to correct problems identified by the auditors.
5. Utilizes approved computer package.
6. Purchasing of County supplies, equipment and vehicles utilizing the County computerized purchasing system.

**Haydell, Debra**

**From:** MARILYN ZICK <mzick@msn.com>  
**Sent:** Wednesday, June 03, 2015 9:11 PM  
**To:** Haydell, Debra  
**Subject:** Financial management

Sherry, Cheryl, and Deb,

When Lori Sexton decided not to run again for Clerk, I felt that the individual with the primary knowledge of the overall financial function, accounting, financial reporting, and budgeting, at Antrim County was leaving and someone had to fill that void. Three individuals have done this.

An accountant was hired by the Board, Cheryl was elected Clerk and Sherry was reelected Treasurer.

The present system whereby the detail payable function including vendor and payroll is performed in the clerk's office, under Cheryl's supervision works well. The cash receipting and tax collection process is performed in the treasurer's office, under Sherry's supervision and works well. The financial reporting and budgeting is performed by the accountant which is also working well.

To add another layer of administration to this process would, in my opinion, complicate the financial reporting and budgeting. The individuals performing these functions i.e: Cheryl, Sherry, and Debra perform at a high level and should report directly to the Board or a committee of the board such as the finance committee.

The financial function and administrative function should be separate but equal with both reporting to the Board.

Tom Zick

**COUNTY OF ANTRIM, MICHIGAN**

**BOARD OF COMMISSIONERS**

**Michael Crawford  
Chairman**

**Laura Stanek  
Vice Chairman**

**David Heeres  
Robert Wilson  
Karen Bargy  
Ed Boettcher**

**Bryan Smith  
Chuck Johnson  
Christian Marcus**

**OTHER OFFICIALS**

**Peter Garwood – Administrator**

**Debra Haydell  
Accountant**

**Sheryl Guy  
Clerk**

**Sherry Comben  
Treasurer**

**Daniel S. Bean  
Sheriff**

**James L. Rossiter  
Prosecuting Attorney**

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes – August 25, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek

Members absent: None

Others present: Mike Crawford, Pete Garwood, Janet Koch, Deb Haydell, Theresa Kent, Danell Doucette, Bob Wilson (partial)

### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

A quorum of the Board of Commissioners was present.

### **2. Public Comment**

Commissioner Bob Wilson presented a letter regarding Pete Garwood, County Administrator, to the Committee.

Mr. Wilson left the meeting, after which a quorum was no longer present.

### **3. Description of Essential Duties**

#### County Accountant

Deb Haydell, County Accountant, distributed copies of her Description of Essential Duties. She asked that #18 be changed to establish the County Accountant as the Chief Administrative Officer instead of the current language which states that the County Accountant may be appointed Chief Administrative Officer.

Mr. Boettcher asked for clarification of current practices. Mr. Garwood described how the County budget is prepared. Mr. Garwood and Ms. Haydell explained how purchases will be made with the new purchasing policy. Mr. Garwood said the budget is two things; it's financial information and it's a policy document.

Mr. Boettcher asked about the process regarding grants. Mr. Garwood said the department heads approach him with grant application materials; he obtains the necessary information from the department head and gets that information to the appropriate oversight committee as an agenda item. Ms. Haydell assists with getting numbers for grant applications and processes any grant awards.

Regarding payroll, Ms. Haydell said she submits tax information every two weeks. She added that she has a lot of communication with the Clerk's office regarding payroll.

Ms. Haydell told the Committee she keeps track of the County vehicles as fixed assets. Mr. Garwood said he works on the needs for the purchase of vehicles and their disposal.

Ms. Haydell said she has court reports she is required to submit as the Chief Administrative Officer.

It was the Committee's consensus to make the following changes:

- Change the title of County Accountant to County Accountant/Chief Administrative Officer of the Budget.
- Item #3 was changed to state "Under the direction of the Finance Committee and in cooperation with the County Administrator, coordinates the preparation of..."
- Item #18 was changed to "Functions as the Chief Administrative Officer of the Budget."

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the revised Description of Essential Duties for the County Accountant. Motion approved – unanimous.**

### County Administrator

Laurie Stanek said the County Administrator's role is to administer policies; that since existing County policies gave him a supervisory role, she considered the existing job description adequate. She said an employee handbook and complete policy revision should come before a rewrite of the County Administrator's job description.

Mr. Boettcher said the oversight of department heads on a daily or weekly basis was his concern, that the Board of Commissioners, which meets once a month, can't be thorough supervisors.

The Committee discussed what should be worked on first; policies, an employee handbook, or the County Administrator's job description. Dave Heeres said the County should be all working together.

Ms. Stanek expressed concerns with how Mr. Garwood is currently executing the essential duties of the County Administrator position. She indicated he could improve communications.

Ms. Stanek said he's not being the mouthpiece of the Board and that he isn't following established County policy. Mr. Garwood asked which policy; Ms. Stanek described the lack of the sound system being installed.

Mr. Garwood asked the Committee to remember that, in the recent past, the Board and other elected officials had different points of view regarding policy and how the County should operate. Mr. Garwood added that he could answer emails more readily and would work to do so.

Mr. Garwood said he doesn't currently have the authority to assign tasks to department heads. Ms. Stanek disagreed. Mr. Garwood said the proposed job description includes "assigning functions" in item #2.

Ms. Haydell asked that training or orientation for department heads be included as part of the County Administrator's description. Mr. Garwood said there were two types of training: job specific and general, which could be anything from training for better communication skills to increasing supervisory abilities

Ms. Haydell distributed a list of changes she recommended for the County Administrator's description. Dave Heeres said Deb Haydell's suggestions were one department head's opinions; he asked if the other department heads would also have individual comments. Theresa Kent, Abstractor, said if the department heads know that they can go to Pete for issues but can still go to their oversight committees, that she didn't believe there would be any problems.

Ms. Kent was asked if she felt the new purchasing/bid policy had been explained to the department heads thoroughly. She said it had. Ms. Haydell suggested that all department heads sign a statement that they received and understood the new purchasing/bid policy. Mr. Garwood said some employees also do purchasing; Ms. Haydell felt it was up to the department head to ensure their employees are following the policy appropriately.

It was the Committee's consensus to make the following changes to the County Administrator's proposed job description:

- In the summary, change the second sentence to be the following: “The County Administrator, together with the County Accountant/Chief Administrative Officer of the Budget, assists the Board with the development of the annual budget.”
- In the summary, separate “acts as the chief negotiator and administrator of union contracts” into a new sentence.
- In the final sentence of the summary, change to: “Supervises appointed department heads as listed in ‘Essential Duties and Responsibilities #2,’ and serves as liaison...”
- In Item #2, strike the word “Accounting.”
- In Item #2, change the first sentence to begin with: “Supervises the following appointed department heads...”
- In Item #2, add the Abstract Department.
- In Item #2, add the phrase “general orientation” after “assigning functions.”
- In Item #13, second sentence, to start: “Works with the County Accountant/Chief Administrative Officer of the Budget to assist the Board in the formulation of...”

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the revised Description of Essential Duties for the County Administrator.  
Motion carried – unanimous.**

Ms. Stanek asked for a clean copy of the job descriptions before the next meeting.

#### **4. Various Matters**

Mr. Garwood asked for a closed session to discuss the letter from Commissioner Wilson. Janet Koch was asked to remain.

**Motion by Ed Boettcher, seconded by Laura Stanek, to move into closed session for the purpose of discussing the letter from Commissioner Robert Wilson regarding Mr. Garwood; Ms. Koch was requested to attend the closed session. Motion carried – unanimous.**

The Committee went into closed session at 10:46 a.m.

The Committee left closed session at 11:08 a.m.

#### Forestry Property – Property Taxes

Mr. Garwood told the Committee that the 20 acre parcel from the Prince estate had been deeded to the County, and that the delinquent property taxes from 2013 and 2014 were now due. Ms. Stanek said she believed they could vote to waive the fees. Mr. Garwood said the Summer 2015 taxes would be due on September 15, 2015 and that the County would also owe the Winter 2015 taxes.

It was the consensus of the Committee and Mr. Garwood that the issue needed to be addressed at the Board of Commissioners.

#### Employee Handbook

Mr. Boettcher said an employee handbook should be a priority item. He believed that some of the rules should be determined by the employees. Ms. Stanek agreed that it would make sense to have employees work on the employee handbook.

Mr. Boettcher asked the Committee what policy or procedure should be worked upon next. The fixed asset policy was discussed.

The meeting was adjourned at 11:21 a.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes - September 3, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek

Members absent: None

Others present: Mike Crawford, Pete Garwood, Janet Koch, Patty Niepoth, Sherry Comben, Sheryl Guy, Deb Haydell, Randy Bishop, Theresa Kent

### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. 911 Personnel Request**

Sheriff Dan Bean told the Committee that 911 Dispatch Sergeant Steve Bratschi would be retiring on October 9, 2015. The open position will first be offered to qualified union employees. Sheriff Bean said the only in-house employee that met the requirements for the sergeant position was Lead Dispatch Supervisor Mike Gank. Sheriff Bean added that if no one in the union was hired to fill the position, then the position would be advertised publicly.

If the vacancy created by the retirement of Sergeant Bratschi is filled from within the union, it will create other vacancies.

**Motion by Laurie Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners authorize the release of funds to allow the Sheriff to hire a 911 Dispatch Sergeant once vacant, in the event the position is filled from within the bargaining unit it is recommended the Board of Commissioners authorize the release of funds for the vacant position caused by the promotion; in the event there is a subsequent promotion from the Deputy/Dispatchers Bargaining Unit to fill that position it is recommended the Board of Commissioners authorize the funds be released to fill the 911 Dispatcher position. Motion carried – unanimous.**

### **4. Mutual of Omaha Renewal (attached pgs. 6-9)**

Pete Garwood, County Administrator, said Mutual of Omaha provides life, accidental death & dismemberment and short-term disability insurance. The proposed rates for two years are the same as the previous two years.

Mr. Boettcher asked what insurance coverage the County provides to the employees. Mr. Garwood said the County pays for the amount of health insurance that falls under the Public Act 152 of 2011 rate caps. The County pays for life, accidental death & dismemberment and short-term disability insurance. The County also pays for dental insurance and worker's compensation insurance. Mr. Garwood added that employees are responsible for the amount of health insurance premiums over the PA152 caps, can purchase additional life insurance, optical insurance and they can also purchase Aflac products.

**Motion by Dave Heeres, seconded by Laurie Stanek, to recommend the Board of Commissioners renew with Mutual of Omaha for life, accidental death & dismemberment and short-term disability insurance coverages from October 1, 2015 - October 1, 2017.**

**Motion carried – unanimous.**

### **5. Appointment Process Policy Amendment (attached pg. 10)**

Mr. Boettcher said he had requested the addition of this amendment to the Board of Commissioner's Appointment Process Policy to the meeting's agenda.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the proposed amendment to the Appointment Process for Boards, Commissions and Committees which allows an exception to the current process when the position has special qualifying requirements. Motion carried – unanimous.**

**6. Interest Notification**

Mr. Garwood said that due to the departure of Ed Kiessel from Armor Express, there was a vacancy on the Northern Lakes Economic Alliance (NLEA) board. A number of representatives from the manufacturing industry were contacted; many had expressed interest in serving but did not have the time. Joe Short of Short's Brewing Company had completed an interest notification form that was included in the agenda packets.

**Motion by Dave Heeres, seconded by Laurie Stanek, to recommend the Chairman of the Board of Commissioners appoint Joe Short to the vacant position on the NLEA Board of Directors. Motion carried – unanimous.**

**7. Annual Health Insurance Enrollment Date**

Mr. Garwood said Commissioner Karen Bary had asked for pro and con information regarding a change in the health insurance enrollment date to take advantage of the January 1 change in the PA 152 health insurance caps.

Darcy Fitch of Dewey Insurance had sent a communication that addressed Ms. Bary's questions, which was included in the Committee's agenda packets. Ms. Fitch had noted that if there was a change in the enrollment date, that health insurance rates for the employees would go up twice; once on October 1 and again at the new enrollment date. This is due to health insurance rates typically increasing on January 1.

Mr. Garwood said the October enrollment date had worked well for a number of years, since the County could lock into an annual health insurance rate that wouldn't increase on January 1, which is the typical date for an increase in insurance rates. He told the Committee that the best time to change is if we ever get to a point where we are looking at changing insurance companies.

The Committee took no action on the issue.

**8. Approval of Closed Session Minutes**

Mr. Garwood distributed the copies of the closed session minutes and instructed the Committee on the process for approving the minutes. He noted that one copy of the minutes would be sealed and filed for 1 year and 1 day and could be opened only by court order.

**Motion by Dave Heeres, seconded by Laura Stanek, to approve the Administration and County Services Committee Closed Session Minutes of August 6, 2015 and August 25, 2015 as presented. Motion carried – unanimous.**

**9. Closed Session – ACT & Sheriff's Office Bargaining Units Negotiations**

**Motion by Ed Boettcher, seconded by Laurie Stanek, to move into closed session for the purpose of discussing the ongoing negotiations with three union contracts; Antrim County Transportation, Sherriff's Office - Deputies & Dispatchers, and Corrections - Cooks and Clerical Unit; Mr. Garwood, Ms. Koch were requested to attend the closed session; The Board of Commissioner Chairman Mike Crawford remained in the meeting.  
Motion carried – unanimous.**

The Committee went into closed session as 9:23 p.m.

The closed session ended at 10:13 a.m.

## **10. Various Matters**

### Personnel Issue

Mr. Garwood said he'd had a conversation with Commissioner Bob Wilson regarding a letter of reprimand that Mr. Wilson had written and submitted to the members of the Committee at their August 25 special meeting. The letter noted Mr. Garwood's performance, specifically regarding the hearing assistance situation.

Mr. Crawford said he'd talked to the County's civil counsel about the letter and been told that no single commissioner had the power to insert a letter of reprimand into a department head's personnel file without the vote of the Board of Commissioners.

Mr. Garwood said he regretted that Mr. Wilson had gone for so long without hearing assistance, but he didn't feel the issue was his full responsibility. The timeline of the hearing assistance issue was discussed. Ms. Stanek said there had been a breakdown in communication; the Board of Commissioner's did not know what was going on. Mr. Boettcher agreed that there needed to be better communication on all sides.

### Fiber Installation

Valerie Craft, Information Technology Director, gave an update on consolidating connectivity between the Department of Correction (DOC), Department of Health & Human Services (DHHS) and Sheriff Department, to the State of Michigan network.

Ms. Craft said that the circuit for connectivity has recently been upgraded and costs have increased. Ms. Craft inquired from the State of Michigan the possibilities of sharing one circuit between these offices. To consolidate, the DOC and DHHS would need to use the County's current fiber to connect to the circuit in the Sheriff Department.

Ms. Craft had indicated that the State of Michigan had assessed the fiber connection between the County buildings. She told the Committee that she'd been contacted the previous day by the State and been told the State is offering to pay for the installation of additional fiber, 12 single strands and 12 multi-mode strands in exchange for the use of the County's current fiber. Ms. Craft said that the installation of fiber was a project she'd submitted for her 2016 budget at a cost of \$16,000; the State will do the project for \$5,981.00, and there will be no cost to the County.

The project, however, needs to be completed by October 31, 2015. A Memorandum of Understanding (MOU) will need to be signed; Ms. Craft had not yet received the MOU. Ms. Stanek asked if there would be any hidden costs once the project was started. Ms. Craft said she expected the MOU to contain the details.

She added that the Sheriff's Office is currently paying \$1,050 per quarter for their current connection to the State; the new connection will cost \$2,650 per quarter. A consolidation of connectivity to the

State of Michigan network between DOC, DHS and the Sheriff's Office would help in reducing those costs.

The Committee asked that the topic be put on the Finance Committee agenda.

#### Wage Study

Mr. Garwood said the questionnaire had been sent with a request that responses be received by September 15. The other counties in Michigan Planning Region 10 were sent the questionnaire: Leelanau, Benzie, Manistee, Missaukee, Wexford, Kalkaska, Emmet, Charlevoix, and Grand Traverse. The completed report will not show results from the counties with the highest and lowest wages.

#### Equalization Director Update

Mr. Garwood said Polly Cairns had indicated that she would be sending him a proposed contract for an extended period of time. He added that Casey Guthrie has passed the first exam for Level 3. Mr. Crawford said four other counties in the area are also looking for an equalization director. Mr. Garwood said the State of Michigan has stepped in on 24 units of government to oversee the equalization or assessing duties.

#### Descriptions of Essential Duties

Mr. Garwood distributed hard copies of the descriptions of essential duties for the County Administrator (**attached pgs. 11-15**) and the County Accountant (**attached pgs. 16-19**). There were minor revisions in the hard copies compared to the version included in the agenda packet. Deb Haydell, County Accountant, had requested minor changes in her description; the addition of a final sentence in item #3 and the deletion of #18. The proposed County Administrator essential duties now match the changes requested by the Administration & County Services Committee in their meeting of August 25, 2015.

**Motion by Ed Boettcher, seconded by Dave Heeres, to recommend that the Board of Commissioners approve the revised descriptions for the County Administrator and County Accountant. Motion carried – unanimous.**

Ms. Haydell said she was concerned that an agenda revised at the last minute could contain an item that would affect other department heads and that they wouldn't have sufficient notification. Mr. Boettcher said he had requested that particular agenda revision.

## **11. Public Comment**

Sheryl Guy, Antrim County Clerk, said the Public Interest Legal Foundation, a public interest law firm out of Indiana specializing in civil litigation regarding elections and other related matters, has plans to sue 24 out of 83 Michigan counties for violations of the National Voter Registration Act. Ms. Guy said Antrim County has 107% of voters on the qualified voter list; she said this is primarily due to what is known as the cancellation countdown list.

She told the Committee that voters remain on the roll for a certain number of years even if they haven't voted; this can include voters who have moved out of state. Ms. Guy said deceased voters are cancelled from the qualified voter list. The Clerk's Office, however, is not always able to obtain information regarding deaths. She said the quality of the information on the rolls is directly related to the voters who publicly enroll. Ms. Guy said the Clerk's Office is thoroughly examining the voting rolls. She added that her office, the townships, and the villages all work together on the voting rolls.

Ms. Guy said starting December 1st the Gun Board will be eliminated and will no longer approve Concealed Pistol Licenses (CPLs). This is due to a change in State law. The Michigan Department of State Police - Firearms Division will communicate approval via the internet and the Clerk's Office will process and communicate a notice for pickup of the CPLs. Ms. Guy said photos for the CPLs will come from driver's licenses and her office is purchasing a new device that will print the CPLs. Ms. Guy said that with additional software, the new device could also be used to issue employee cards. She added that her office is legally bound to issue a CPL if the Michigan State of Police approves an application.

The meeting was adjourned at 11:15 a.m.



Mutual of Omaha

## ANTRIM COUNTY

### LIFE AND AD&D

Rate Guarantee Period - October 1, 2015 to October 1, 2017

Additional Value Added Services Included - Travel Assistance/Identity Theft Assistance

#### Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$796.13	\$796.13	\$0.00

#### Class Description

All Eligible Full-Time Sheriff Department, ACT and General Unit Employees

All Eligible Part-Time Employees

All Other Eligible Full-Time Non-Union and Probate Court Employees

All Eligible Elected Officials

All Eligible County Commissioners and Probate Judges

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
134	\$3,184,500	\$0.250	\$0.250

#### AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$114.64	\$114.64	\$0.00

#### Class Description

All Eligible Full-Time Sheriff Department, ACT and General Unit Employees

All Eligible Part-Time Employees

All Other Eligible Full-Time Non-Union and Probate Court Employees

All Eligible Elected Officials

All Eligible County Commissioners and Probate Judges

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
134	\$3,184,500	\$0.036	\$0.036



Mutual of Omaha

## ANTRIM COUNTY

### VOLUNTARY LIFE

Rate Guarantee Period - October 1, 2015 to October 1, 2017

#### Voluntary Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$1,193.47	\$1,193.47	\$0.00

#### Class Description

All Eligible Full-Time Sheriff Department, ACT and General Unit Employees

All Other Eligible Full-Time Non-Union and Probate Court Employees

All Eligible County Commissioners and Probate Judges

All Eligible Elected Officials

All Eligible Part-Time Employees

#### Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Lives	Volume	Current Rate	Renewal Rate
Less than 24	0	\$0	\$0.08	\$0.08
25-29	0	\$0	\$0.08	\$0.08
30-34	0	\$0	\$0.09	\$0.09
35-39	3	\$230,000	\$0.12	\$0.12
40-44	8	\$775,000	\$0.19	\$0.19
45-49	7	\$585,000	\$0.33	\$0.33
50-54	8	\$440,000	\$0.50	\$0.50
55-59	7	\$310,000	\$0.84	\$0.84
60-64	4	\$250,000	\$0.95	\$0.95
65-69	1	\$19,500	\$1.76	\$1.76
70-74	2	\$22,500	\$2.66	\$2.66
75-79	0	\$0	\$2.66	\$2.66
80-84	0	\$0	\$2.66	\$2.66
85-89	0	\$0	\$2.66	\$2.66
90-100	0	\$0	\$2.66	\$2.66

#### Child(ren) Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
12	\$225,000	\$0.06	\$0.06



**ANTRIM COUNTY**

**SHORT-TERM DISABILITY**

Rate Guarantee Period - October 1, 2015 to October 1, 2017

**STD**

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$4,080.01	\$4,080.01	\$0.00

**Class Description**

All Eligible Full-Time Sheriff Department, ACT and General Unit Employees

All Other Eligible Full-Time Non-Union and Probate Court Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
116	\$59,216	\$0.689	\$0.689

# Appointment Process for Boards, Commissions and Committees

## In Antrim County

Adopted: April 12, 2012

*Change proposed: September 3, 2015*

1. A list of vacancies on the various boards, commissions and committees will be noticed in the Antrim Review and Elk Rapids News, and sent to each of the local units of governments in October of every year. The notice will encourage interested Antrim County residents to apply for the open positions. For boards, commissions and committees in which terms expire in the middle of the year or when a position becomes vacant in the middle of the year a notice will be published in the above reference publications and sent to the local units of government (if time permits) at the appropriate time. ***If a board, commission or committee has a specific category of the community they must attract to fill a seat on their board, direct request to community members or groups of community members who fit the requirements, can be used in lieu of advertising the position.***
2. Interest notification forms will be available at the Administration Office as well as the Antrim County web-site for downloading ([www.antrimcounty.org](http://www.antrimcounty.org)). An interested Antrim County resident shall complete the form and submit it to the Administration Office prior to the deadline.
3. The interest notification form for each open position will be submitted to the Administration and County Services Committee. After a review of each interest notification the Administration and County Services Committee will make a recommendation to the Chair of the Board of Commissioners.
4. The Chair of the Board of Commissioners will appoint individuals to the open positions on the boards, commissions and committees. The appointments will be final upon approval by a majority of the Board of Commissioners in attendance.
5. The successful applicant will be notified in a letter from the County Clerk. Unsuccessful applicants will also be notified and told their credentials will be kept on file for one (1) year. The unsuccessful applicants will also be informed that if they are interested in a future position it will be their responsibility to request their interest notification form be pulled from the file and submitted to the Administration and County Services Committee for review each time a position they are interested in is advertised. The applicant shall make this request in writing.
6. Appointments will be made at the last Board of Commissioners meeting of the year as appropriate.
7. Preference will be given to individuals who reside in Antrim County.
8. Members of boards, commissions and committees are representatives of the County Board of Commissioners. Regular attendance is expected; three consecutive unexcused absences shall be reported to the Board of Commissioners and a replacement appointment may be considered. A board, commission or committee shall make regular reports to the Board of Commissioners of its activities and seek its advice, guidance and consent.
9. County Commissioners may be appointed to serve on boards, commissions and committees when such service is not prohibited by law. A member of the Board of Commissioners appointed to any other board, commission or committee shall cease to be a member of such board, commission or committee at any time he/she ceases to be a member of the Antrim County Board of Commissioners.

### Conflict

If any provision of this policy is in conflict with state or federal law, with respect to terms, qualifications, method of appointment, or any other factor relative to the appointment, said provision shall be deemed repealed, and the remainder of the policy shall continue in force.

*Administration Committee minutes - attachments - 9/3/15*

## COUNTY OF ANTRIM DESCRIPTION OF ESSENTIAL DUTIES

### TITLE: County Administrator

#### Summary

The County Administrator is appointed by the Board of Commissioners to assist the Board in the development and implementation of goals, policies, and procedures, to supervise all functions that report to the Board of Commissioners, and to generally oversee the daily activities of the County. The County Administrator, **together with the County Accountant/Chief Administrator of the Budget**, assists the Board with the development of the annual budget. The County Administrator acts as the chief negotiator and administrator of union contracts. The County Administrator and support staff provide professional support, project management, and are responsible for the communication of Board-generated information to County employees, elected officials, the public and outside agencies. Supervises appointed department heads **as listed in Item 2 of the Essential Duties and Responsibilities** and serves as liaison between other agencies and the Board of Commissioners.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

Include, but are not limited to, the following:

1. Supervises staff engaged in the Administration Office and Planning Office. Includes responsibility for hiring, training, assigning work, approving leave time, reviewing and evaluating performance and dealing with employee relations issues.
2. Supervises **the following** all appointed department heads and functions of departments such as **Abstract**, Maintenance, Commission on Aging, Equalization, Veterans, Building, Airport, Transportation, Parks, Information Technology, Emergency Services, **Accounting** and others as assigned. Responsible for the process of hiring the majority of department heads, assigning functions, **general orientation**, and reviewing and evaluating managerial performance.
3. Serves as senior policy advisor to the Board of Commissioners, researching alternatives and submitting policy recommendations to the various standing committees or the Board of Commissioners. Oversees the administration and compliance with County Board policies.
4. Works closely with the County Accountant in the formulation and administration of the annual County budget under the general direction of the County Board of Commissioners and specific direction of the Finance Committee consistent with the Uniform Budgeting Act. Works with the Clerk, Treasurer and Accountant when monitoring expenditures and also when evaluating the process if ever future revisions are necessary.

5. Serves as Chief Personnel Officer of the County. Assists the Board by recommending and preparing personnel policies for review. Oversees the County's compensation and classification process. Maintains personnel files for appointed department heads and their staff. Maintains personnel files for all bargaining unit employees. Provides technical assistance and support in personnel management, employee relations to department heads and elected officials consistent with current laws. Assists department heads and elected officials with proper administration of the bargaining agreements and County personnel policies, training, and discipline consistent with current laws. Assists and consults with elected officials as to their needs in the personnel area. Evaluates and compares existing employee benefits with the benefits of other employers. Analyzes results of comparisons and surveys and develops recommendations for review by the Board.
6. Oversees the County's employment selection process including the posting and advertising of vacancies. Coordinates and participates in interviews and oversees pre-employment process including drug testing, physical exams, background and reference checks of new employees.
7. Works to maintain good working relationships between the Board of Commissioners and other elected officials. Acts as a resource for elected officials/department heads when necessary and requested.
8. Represents the Board of Commissioners by externally serving as central contact point, providing information to citizens, various local, regional, state and federal agencies and organizations. Attends functions on behalf of the Board and makes reports to the Board when appropriate.
9. Coordinates matters involving outside counsel work and recommends action on matters involving the issues that are under the authority of the County Board of Commissioners. Coordinates all contractual and professional services.
10. Maintains a current level of knowledge of public administration and related disciplines through active membership in appropriate professional organizations, monitoring professional journals/publications, and participation in related training conferences and seminars.
11. Develops or directs the development of specifications, bidding and procurement procedures for special projects of the Board of Commissioners in accordance with current policies.
12. Serves as the County's chief negotiator for all labor agreement negotiations. Responsible for developing a strategy for bargaining and administering all labor agreements within the County including grievance proceedings, contract interpretation and implementation.
13. Assists the Board of Commissioners in the implementation of their goals and directives. **Works with the County Accountant/Chief Administrative Officer of the Budget to provide Provides** assistance to the Board in the formulation of long range financial plans and capital improvement programs. Conducts various types of evaluations of County operations and programs.

14. Serves as central point of contact for appointed departments, elected offices and the Commissioners. Conducts staff meetings for dissemination of pertinent information.
15. Administers and communicates Board goals, plans, policies and procedures to elected officials and appointed department heads consistent with current laws.
16. Coordinates meetings of all standing committees, assigned commissions and boards. Prepares meeting notices and agendas for the committees and distributes same to committee and board members in a timely fashion and in conformance to applicable statutes and ordinances. Accomplishes other duties as assigned by the committees and boards.
17. Provides assistance to the Board and committees to facilitate action on matters requiring their attention. Identifies items for the Board of Commissioners agenda and communicates the same to the County Clerk.
18. Is responsible for the overall direction and supervision of the Administrator Office. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
19. Attends all meetings of the Board of Commissioners.
20. Prepares and submits to the Board such research, reports and studies as may be required by that body or as Administrator may deem it advisable to submit.
21. Serves as the head of the Planning Department and may serve as the head of one or more other departments of County government, as assigned.
22. Performs other administrative duties as assigned by the Board of Commissioners.

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education:** Possession of Bachelor's Degree, (Masters Degree preferred), with substantial course work in public administration, municipal finance, personnel management, policy analysis and political science.

**Experience:**

- a. A minimum of five (5) years of progressively more responsible administrative experience in county government which involved budget preparation, technical report writing, personnel administration, contract negotiations, public speaking, and policy development, or the equivalent.
- b. Knowledge of policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development.

- c. Skill in preparing and administering budgets; skill in directing and administering county programs.
- d. Skill in the operation of the listed tools and equipment.
- e. Ability to communicate effectively orally and in writing with architects, contractors, developers, owners, supervisors, employees, and the general public. Ability to establish effective working relationships,

### **Language Skills**

Ability to read, analyze, and interpret common financial reports, legal documents, studies and technical journals. Ability to respond to common inquiries or complaints from citizens, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to department heads, civic groups, businesses, general citizen groups and/or the Board of Commissioners.

Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, local municipal officials and public; ability to efficiently and effectively administer a municipal government.

### **Special Requirements**

Valid Michigan driver's license or ability to obtain one.

### **Physical Requirements**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Hand/eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is regularly required to talk or hear, is frequently required to sit and is occasionally required to stand and walk. The employee may be required to reach with hands and arms; use hands to finger, handle or feel. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust and focus.

### **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing, motor vehicle, calculator, telephone, copy machine and fax machine.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Most of the work is conducted in an office setting. The noise level in the work environment is usually quiet to moderately quiet in the office. The employee will be expected to travel offsite for meetings, inspections of construction sites and other settings in which the terrain may be varied and the noise level may occasionally be moderate to loud.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Administration Committee: 10/2011  
Amended: August 25, 2015

## COUNTY OF ANTRIM DESCRIPTION OF ESSENTIAL DUTIES

**Title: COUNTY ACCOUNTANT/  
CHIEF ADMINISTRATIVE OFFICER OF THE BUDGET**

### **General Purpose**

Under the supervision of the County Board of Commissioners and at the direction of the Finance Committee, assists in maintaining the integrity and accuracy of the financial accounting system used by the County in a manner consistent with established and accepted governmental principles and practices. Works in cooperation with the County Administrator, County Clerk and County Treasurer, as well as other County departments. Responsibilities include budgeting, accounting, monitoring expenditures and revenues, grant accounting, payroll reports, financial reports, purchasing and fixed assets inventory, and other accounting and support functions.

### **Essential Duties and Responsibilities**

***The following duties and responsibilities are not all inclusive, and may vary from time to time.***

1. Assists in the maintenance of an established state mandated accounting system for all County funds and ensures the integrity of the system. Identifies possible problem areas in accounting procedures, evaluates proposed changes and makes recommendations for adjustments.
2. Maintains financial systems in sufficient detail to produce adequate cost, financial and statistical data for management purposes, and to meet statutory requirements. Analyzes and interprets fiscal records and prepares financial statements that reflect the accurate financial condition of the County.
3. Under the direction of the Finance Committee **and in cooperation with the County Administrator**, coordinates the preparation of the annual County budget including collecting financial information, working with all County departments on the preparation of revenue and expenditure estimates, and coordinating preparation of the final approved budget. **As the Chief Administrative Officer, monitors and recommends budget adjustments as outlined in Public Act 2 of 1968, as amended.**
4. Prepares yearly financial report and coordinates with County auditor. Conducts all year-end balancing and prepares adjusting entries for audit. Serves as a resource and liaison with the County auditor, and coordinates the implementation of systems to correct problems identified by the auditors.
5. Utilizes approved computer package.

6. Purchasing of County supplies, equipment and vehicles utilizing the County computerized purchasing system.
7. May be required to train County employees in the operation of computerized financial systems. Also will act as liaison between department heads and the vendor as requested.
8. With the County Treasurer and County Clerk establishes and monitors internal controls to ensure security of transactions.
9. Responsible for assuring the general ledger chart of accounts are correctly identified to meet all Federal and State guidelines.
10. Develops financial information for use in the decision making process and ensures the accuracy of monthly and other financial reports. Analyzes cost effectiveness for pending decisions.
11. Works with the County Administrator to review and monitor all insurance matters including liability and property claims and incident reports and worker compensation claims and incident reports.
12. All grant proposals will go through this department regardless of preparer. Responsible for compliance with grant financial requirements, preparation of all grant financial reports and requests for funds. Also, maintains records for and monitors airport and ACT grants.
13. With the County Treasurer and County Clerk prepares and submits all payroll reports including state and federal taxes, FICA, MERS, Union dues, required/miscellaneous employee deductions, etc. and to reconcile each by employee.
14. With the Treasurer and County Clerk balances monthly Trust & Agency accounts.
15. Prepares and balances monthly and yearly reports including but not limited to County cost allocation report, F-65 report, transportation report, payroll deductions report, as well as deficit elimination plans after audit (if necessary), 941 Federal tax return, yearly qualifying statement, and housing records.
16. Maintains County fixed assets records including properties, lands, and buildings as well as County-owned vehicles (depreciation, mileage, maintenance).
17. May review the reconciled bank accounts.
- ~~18. **Functions** May be appointed as the Chief Administrative Officer of the Budget.~~
19. Other duties as assigned by the Finance Committee.

## **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education: **Bachelor's Degree in Accounting**

Experience:

- a. A minimum of two (2) years experience in government accounting.
- b. Excellent written and verbal communication skills.
- c. Computer skills.
- d. Ability to establish effective working relationships.

## **Language Skills**

Ability to read, analyze, and interpret comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees.

## **Special Requirements**

Valid Michigan driver's license or ability to obtain one.

## **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The ability to work under stressful conditions.
- The ability to access departmental files.
- The ability to enter and retrieve information from a computer.
- The ability to access all County locations.
- The ability to travel to various locations to represent the interests of the County.
- May be required to work long hours at various times of the year.

Work is performed mostly in office settings. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit for long periods of time. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, and the vision required to drive a vehicle from location to location.

## **Tools and Equipment Used**

Personal computer, including word processing and spread sheet software; motor vehicle; calculator; telephone; copy machine; postage machine; fax machine and tape measure.

## **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the office setting is mostly quiet, and very infrequently moderate. The employee may encounter moderate to loud noise when traveling to various locations to represent the interests of the County.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

## **Selection Guidelines**

Formal application, rating of education and experience, oral interview and reference check, job related tests, criminal background check, pre-employment physical, and drug screen are required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved: Board of Commissioners 2-9-2012  
Amended: Board of Commissioners 10-9-2014  
Amended:

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes - October 1, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Mike Crawford, Pete Garwood, Janet Koch, Sheryl Guy, Sherry Comben, Theresa Kent

### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Probate Unrepresented Wages**

Judge Hayes asked about proposed wage and benefits for the probate employees. Pete Garwood, County Administrator, said the County was currently in negotiations with three labor union units, but that the General Employee Bargaining Unit and the Probate Court Bargaining Unit were in line for a 2% wage increase as agreed to in their respective collective bargaining agreement. Laura Stanek said in the past they'd waited until the union negotiations had been completed to determine any changes for the unrepresented.

### **4. Special Olympics Michigan Area 2**

Sergeant Steve Bratschi had requested that the County approve the sponsorship of a 2% tribal grant application. A communication regarding this request had been included with the agenda packets (see attached pg. 5).

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the sponsorship of a grant application to the Grand Traverse Tribe of Ottawa Chippewa Indians for a 2% Tribal Grant for the second half of 2015 for \$5,000 to assist with the Area 2 athletes participating in the 2016 Special Olympics Michigan Summer Games held at Central Michigan University in Mt. Pleasant, Michigan. Motion carried – unanimous.**

### **5. Equalization Director Contract (see attached pgs. 6-9)**

Mr. Garwood said the two-year contract included with the agenda packets had been submitted to civil counsel, who had made a number of changes which were primarily minor. Mr. Garwood distributed the revised copies to the Committee and reviewed the changes.

The Committee and Ms. Cairns agreed to add language regarding working with the County Treasurer on the L-4034 and L-4029 reports to Section 1 - Services.

Under Section 3, Ms. Cairns and the Committee discussed the requirement that Ms. Cairns "shall dedicate the equivalent of 2 workdays per week in the Antrim County Equalization (Office)." Ms. Cairns said she wouldn't be able to agree to 2 days per week. She told the Committee she could commit to dedicate the minimum equivalent of 2 days per month in the office. She added her goal was to be in the office more than 2 days per month if possible and would be reachable by phone, email, etc. Most of the work she will do on reports and the tax roll will be completed in the off hours. She has also begun attending the Michigan State Equalization Director Association meetings.

Sherry Comben raised the question of Section 9 - Confidentiality. She asked if it added another layer of approval for releasing documents. Ms. Cairns said if she was asked to release any documents that weren't directly related to her duties as Equalization Director that she would contact Mr. Garwood. It was the consensus of the Committee not to change Section 9.

**Motion by Ed Boettcher, seconded by Dave Heeres, to go into closed session to discuss the contract, including the elected officials present at the meeting, Mr. Garwood and Ms. Koch, Associate Planner. Motion carried – unanimous.**

The Committee went into closed session at 9:38 a.m.

The Committee left closed session at 10:02 a.m.

Mr. Garwood asked Ms. Cairns how she would be approaching training. Ms. Cairns said she would like to send Casey to BS&A training, which would get him direct training with the equalization forms. She added that the BS&A software is supported by the State Tax Commission. In addition, she would work on constructing a checklist that would assist in the creation of the required equalization forms. Ms. Cairns said she could assist with training via telephone and email.

Regarding contract specifics, the Committee asked if she would agree to change the two days to hours and increase it to 20 hours per month. Ms. Cairns said she would like some time before agreeing, but that she would be able to answer that question by the end of the next day.

Ms. Cairns said she understood and agreed with the need to have a full time Equalization director and that she would continue to assist the County with their search.

Mr. Garwood asked about scheduling a standard time to be in the office, saying that would be helpful for staff and other County employees. Ms. Cairns said she had been considering doing so. She told the Committee she had scheduled a meeting with the township assessors and State of Michigan Tax Commission officials to discuss any issues.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the revised contract between W.A.S., LLC and Antrim County for the position of Equalization Director for a two-year period at a cost of \$6,666.67 per month. Motion carried – unanimous.**

## **6. Equalization Manager**

Mr. Garwood had included a memo with the agenda packets (see attached pgs. 10-11). He said he'd talked to the department's employees and there was general agreement that having a "go to" person could be helpful. Casey Guthrie was being considered for this position. Mr. Garwood said Mr. Guthrie currently works 37.5 hours per week and is typically out of the office for his assessor duties from 9 until 3 from spring until early-fall. Mr. Garwood indicated that he continue to approve time sheets and the expenses.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve an increase of fifty cents per hour beginning October 12, 2015, for Casey Guthrie, Appraiser, for additional responsibility as a "go-to person", for a three-month period at which time the practice can be re-evaluated and continued, adjusted or discontinued as appropriate. Motion carried – unanimous.**

**7. Agreement for Shared Networks (see attached pgs. 12-21)**

Mr. Garwood said he, Valerie Craft and civil counsel had worked with the State of Michigan to revise the Agreement for Shared Networks.

Ms. Craft said the County would have dedicated fiber between the 1905 Courthouse, the County Building and the Sheriff's Office as a result of this agreement.

Ms. Stanek stated her concerns about the termination clause. Mr. Garwood said the County had required the addition of b) Default by DTMB. Ms. Stanek asked what would happen if the State defaulted on the agreement. Mr. Garwood said the fiber would be owned by the County and that the State is paying for the installation; the County will own and maintain it. If the connection is broken by the State, they would be responsible for the repair. If the County breaks the fiber connection, the County would be responsible. If a third party breaks the connection, the County has the option of pressing charges.

**Motion by Laurie Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners authorize Chairman Michael Crawford to execute the "Agreement for Shared Networks between the State of Michigan and Antrim County, Michigan." Motion carried – unanimous.**

**8. Various Matters as Appropriate**

**County Administrator**

Mr. Garwood asked about the letter of reprimand from Commissioner Bob Wilson. Mr. Boettcher said it was distributed in the open meeting so, in his opinion, it is subject to the Freedom of Information Act. However, since it was discussed during a closed meeting, it became an attachment to the closed meeting minutes. Ms. Koch said since there had been no action taken by the Committee regarding the letter, that she had followed standard procedure and not included it with the meeting minutes.

Ms. Stanek asked about the proper procedure for a reprimand. Mr. Garwood said an issue could be brought to the Administration Committee. Ms. Stanek said current policy (**see attached pg. 22**) gives the Administration Committee the authority to put the letter in Mr. Garwood's personnel file. Mr. Garwood agreed. The Committee discussed revising the 1997 policy regarding disciplinary measures.

Ms. Stanek said Bob Wilson would like to know if he was free to distribute the letter to other commissioners. Mr. Boettcher and Mike Crawford, Board Chairman, said they would discuss the issue with civil counsel. Ms. Stanek noted the timeline of the revised Administration Committee agenda for the September 3 meeting.

**Motion by Laura Stanek, seconded by Dave Heeres, recommended that the Board of Commissioners approve the policy that any Commissioner-driven disciplinary action for the County Administrator should be taken directly to the Board of Commissioners, and that any paperwork subsequent to that action be handled in the Clerk's Office.  
Motion carried – unanimous.**

Ms. Comben asked about other complaints regarding the County Administrator. It was agreed that a public complaint could be brought to the Board for discussion and that the Board chair would then have the ability to direct the complaint.

The Committee disagreed on whether or not policy had been followed regarding Mr. Wilson's letter. The Committee agreed that due to a tabled motion at the September 10, 2015 Board of Commissioner's meeting, that the issue would be addressed at the October Board meeting, which may or may not go into closed session.

#### Fixed Asset

Mr. Boettcher said Ms. Comben and Deb Haydell, County Accountant, had been directed to draft a policy regarding fixed assets. Ms. Comben asked for timeline; Mr. Boettcher asked for a draft copy at the next Administration Committee meeting.

#### Employee Handbook

Mr. Boettcher said he would like the Committee to work on the personnel policies next. He said there were two types of policies; vacation hours, mileage reimbursements, etc. The other type of policies involves issues such as a dress code. Mr. Boettcher added that he'd like to see the second part drafted by employees.

Mr. Garwood said his office would prepare the first part of the document and have a draft ready by the Committee's December meeting.

At the next department head meeting, Mr. Garwood was directed to ask for volunteers for an employee committee of two or three people to work on the second part of the employee handbook.

#### Wage Study

Mr. Garwood said a draft copy was ready but that he would like time to double-check the data and then distribute the study to the Commissioners, elected officials, and department heads at the same time. Committee members agreed that it would be acceptable if the unrepresented groups received the study at the same time the Committee received it.

#### Peter Pettalia

Mr. Garwood told the Committee that he'd been contacted by the office of Peter Pettalia, State Representative from District 106, the previous day. Mr. Pettalia would like to meet with Mr. Garwood and interested commissioners to discuss transportation funding. The meeting was scheduled for the following afternoon in the Spartan Room at 1:00 p.m. Mr. Boettcher requested that an email regarding the meeting be sent to the commissioners.

### **9. Public Comment**

None.

The meeting was adjourned at 11:19 a.m.



Antrim County Board of Commissioners  
Administration Committee  
Antrim County Building  
203 E Cayuga St.  
Bellaire, MI 49615

October 23, 2015

Special Olympics Michigan Area 2 is seeking Antrim County to sponsor a Grand Traverse Band of Ottawa and Chippewa Indian 2% Tribal Grant for the 2<sup>nd</sup> half of 2015. The grant would be submitted for \$5,000 dollars to assist with Area 2 athletes participating in the 2016 Special Olympics Michigan Summer Games held at CMU, Mount Pleasant, Michigan.

Special Olympics Michigan Area 2 covers Antrim, Benzie, Kalkaska, Leelanau, and Grand Traverse Counties.

Thank you for your consideration in this request.

A handwritten signature in black ink that reads "S Bratschi".

Steven M. Bratschi  
Assistant Area Director  
Special Olympics Michigan Area 2

**CONTRACT FOR EQUALIZATION SERVICES  
BETWEEN ANTRIM COUNTY & W.A.S., LLC**

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This contract is effective beginning **November 1, 2015**, between **ANTRIM COUNTY**, of 203 E. Cayuga Street, Bellaire, MI, and **W.A.S., LLC**, 425 South Airport Road, Traverse City, Michigan 49686.

**RECITALS**

- A. **ANTRIM COUNTY** is a Michigan Municipal Corporation that seeks to contract with **W.A.S., LLC** to prepare the ANTRIM COUNTY Equalization reports and render general Equalization services, in accordance with Michigan Compiled Law and adherence to guidelines adopted by the State Tax Commission for Requirements of an Equalization Director.
- B. **W.A.S., LLC** agrees to contract with **ANTRIM COUNTY** to prepare the ANTRIM COUNTY Equalization reports and render Equalization services, until October 27<sup>th</sup>, 2017, subject to terms and conditions contained in this Agreement.

**TERMS**

**ANTRIM COUNTY** and **W.A.S., LLC** agree as follows:

1. **Services.** **ANTRIM COUNTY** is contracting with **W.A.S., LLC**, to receive Equalization services and **W.A.S., LLC** agrees to provide such services for preparation of the Equalization roll to **ANTRIM COUNTY** by the terms of this Agreement. The services to be provided by **W.A.S., LLC** under this Agreement include the exercise of its best efforts to promote, support, and assist **ANTRIM COUNTY** in the following activities:

Duties as identified and prescribed by the State Tax Commission; adherence to the duties specific to Equalization, as published State Tax Commission annual property tax, collection and Equalization calendar.

Duties shall also include working with the County Treasurer to prepare and review L-4034 and L-4029 Reports.

1.1 **Other Services.** Additional professional support services requested and authorized above and beyond the duties referred shall be compensated at an agreed amount per individual project.

2. **Term.** This Agreement shall continue from **November 1, 2015**, until October 27, 2017, or until terminated under the terms of Paragraph 15 of this Agreement.

3. **Duties.** **W.A.S., LLC** – members and personnel will provide services as set forth above and any other services as required by Michigan Compiled Law for preparation of the annual Equalization roll that are legally transferable from the Equalization Director of record without behavioral or financial control from township employees, trustees, or elected officials.

**W.A.S., LLC** as Equalization Director for **ANTRIM COUNTY** shall dedicate a minimum of 20 hours per month in the Antrim County Equalization Office.

4. **Compensation.** W.A.S., LLC shall be entitled to per month compensation from **ANTRIM COUNTY** at **\$6,666.67** beginning **November 1, 2015**, through **October 27, 2017**, due by the 10<sup>th</sup> day each month, paid in advance.

5. **Authority of W.A.S., LLC** W.A.S., LLC will not hold out as having the authority, right, or power to contract, bind, or obligate **ANTRIM COUNTY**.

6. **Expenses.** **ANTRIM COUNTY** shall not have any obligation to pay for or reimburse **W.A.S., LLC** for any expenses incurred in performing services under this Agreement, except that **ANTRIM COUNTY** hereby agrees to provide for the following:

- a) Necessary legal counsel in the prosecution or defense of cases arising out of Equalization administration activities;
- b) Reimbursement for travel within the County and outside while conducting County business activities authorized and delegated by the Antrim County Administration, State Tax Commission, or Equalization Director, at a rate of not less than State of Michigan per diem rates and the IRS standard mileage rate.
- c) Maintain one computer with software licenses and a central data storage device located at the **ANTRIM COUNTY** office to facilitate those duties required by law to be a joint involvement between **W.A.S., LLC**. Licenses and annual maintenance fees will include the BS&A assessing database, and other required/necessary software. Ordinary office supplies, paper, folders, labels, postage, and notice forms, and such to reimburse **W.A.S., LLC** for same upon presentation of receipts on conditions that such supplies be used only on behalf of **ANTRIM COUNTY**.

7. **Nonexclusive Agreement.** This is a nonexclusive Agreement. **ANTRIM COUNTY** may contract and/or enter into any other agreements regarding Equalization or roll certification services, as it deems appropriate.

8. **Third-Party Beneficiary.** This Agreement shall not create nor be construed to create any rights in any manner whatsoever in any other person or entity as a third-party beneficiary.

9. **Confidentiality.** During and after the term of this Agreement **W.A.S., LLC** shall not use or disclose, any records or other documents (including copies, summaries, or digital files or other such medium for electronic storage of information), that **W.A.S., LLC** may acquire during the performance of services under this Agreement, to any person or organization, without prior written consent from **ANTRIM COUNTY**. **ANTRIM COUNTY** shall be entitled to injunctive relief, reasonable attorney fees, and costs if **W.A.S., LLC** violates this Agreement, in addition to any other remedy provided by law. Any records or other documents (including copies, summaries, or digital files or other such medium for electronic storage of information) prepared or acquired by **W.A.S., LLC** in performing services for **ANTRIM COUNTY** shall belong to **ANTRIM COUNTY** and shall be surrendered to it upon termination of this Agreement.

10. **Indemnification.** **W.A.S., LLC** agrees to, and does hereby, hold harmless and fully indemnify **ANTRIM COUNTY** and its board members, officers, employees, and successors of and from any and all liability, damage, cost, or expense whatsoever incurred, relating to, or by reason of, wrongful acts or omissions (including allegations and claims of wrongful acts or omissions) of **W.A.S., LLC** in the course of performing the duties pursuant to this Agreement. **ANTRIM COUNTY** agrees to, and does hereby, hold harmless and fully indemnify **W.A.S.,**

LLC and their successors of and from any and all liability, damage, cost, or expense whatsoever incurred, relating to, or by reason of, wrongful acts or omissions (including allegations and claims of wrongful acts or omissions) of **ANTRIM COUNTY** and its board members, officers, employees, and successors in the course of performing the duties pursuant to this Agreement.

**11. Contract Status.** In performing the responsibilities pursuant to this Agreement, it is understood and agreed that **W.A.S., LLC** is at all times acting as Independent Contractor of **ANTRIM COUNTY**. **W.A.S., LLC** is not a partner, joint-venturer, or employee of **ANTRIM COUNTY**. The parties recognize and agree that **ANTRIM COUNTY** shall neither have nor exercise any control or direction over methods or manner by which **W.A.S., LLC** performs said work and functions under this Agreement.

**W.A.S., LLC** understands and agrees that:

- (a) **ANTRIM COUNTY** will not pay any compensation other than as set forth in Paragraph 4 of this Agreement; and
- (b) **ANTRIM COUNTY** will not withhold any sums for income tax, unemployment insurance, social security or any other withholding or make available any benefits afforded to **ANTRIM COUNTY's** employees (including disability, life insurance, pension, annuity benefits, workers' compensation, health insurance, professional membership dues, sick, holiday, and vacation pay).

**12. Insurance.** **W.A.S., LLC** agrees to maintain general liability insurance in the amount of at least Five Hundred Thousand Dollars (\$500,000), general errors, and omissions insurance, including comprehensive motor vehicle insurance covering the use of a motor vehicle by agents or employees of **W.A.S., LLC** while performing services under this agreement.

**13. Jurisdiction.** This Agreement shall be subject to and governed by the laws of the State of Michigan.

**14. Records.** All records relating to services performed by **W.A.S., LLC** under this Agreement shall remain the sole property of **ANTRIM COUNTY**.

**15. Termination of Agreement.** This Agreement shall be effective on November 1, 2015, and terminate October 27, 2017, unless earlier terminated by occurrence of any of following events:

- (a) **Mutual Agreement.** At any time by mutual agreement, in writing, between **ANTRIM COUNTY & W.A.S., LLC** with a 30 day notice.
- (b) **Misconduct, Breach, or Negligence.** By **ANTRIM COUNTY** after delivery to **W.A.S., LLC** of a written notice stating that such termination has occurred for any of the following reasons:
  - (i) Professional or personal misconduct that brings discredit to the **ANTRIM COUNTY**.
  - (ii) Persistent disregard for the terms and conditions of this Agreement.

- (iii) Demonstrated incompetence or persistent negligence in the performance of their duties.
- (iv) Fraud, theft, or dishonesty.

**16. Agreement Not Assignable.** This Agreement shall be binding upon **ANTRIM COUNTY** and its successors and upon the heirs, representatives, executors and administrators of **W.A.S., LLC**. This Agreement is not assignable by either party.

**17. Notice.** Whenever, under the terms of this Agreement, written notice is required to be given by any party to the other party, such notice shall be sufficiently given if personally delivered or if deposited in United States mail in a properly stamped envelope, certified mail, return receipt requested, addressed to the party to whom it is to be given at the addresses set forth:

To **ANTRIM COUNTY**:  
 Peter Garwood, County Administrator  
 P.O. Box 187  
 Bellaire, MI 49615

And to **W.A.S., LLC**:  
 Polly Cairns (Member)  
 425 South Airport Road W.  
 Traverse City, Michigan 49686

**18. Miscellaneous**

- A. Each party to this Agreement agrees to perform any further acts and sign and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- B. The provisions of this Agreement may be waived, altered, amended, or repealed, in whole or in part, only on the written consent of all parties to this Agreement.
- C. It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

**19. Renewal.** Option to renew for additional month-by-month term, with said duties, at a rate to be determined.

Parties have signed this Agreement on this \_\_\_\_\_ day, of October, 2015. Each party has signed a copy, which shall be considered an original. Each party shall retain a signed copy.

By:

\_\_\_\_\_  
**ANTRIM COUNTY**  
**BOARD OF COMMISSIONERS-CHAIR**  
 Mike Crawford, Chairman

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
**W.A.S., LLC**  
 Polly Cairns (Member)

Date Signed: \_\_\_\_\_



## *Memorandum Administration Office*

February 11, 2015

TO: Administration & County Services Committee

FR: Peter Garwood  
County Administrator

RE: Equalization Department Leadership

It has been seven months that Antrim County has been without a full-time director in the Equalization Department. Polly Cairns has done a good job of keeping the County in compliance with the State regulations, making sure that all required reports are completed and approvals are gained. The staff of the Equalization Department has been doing a good job of meeting all the requirements of their respective positions. This has not been done without stress and sometimes controversy.

In order to reduce some of the stress, commissioners have been recommending the consideration of a temporary or interim Equalization Department Manager or "go-to person". This position by statute could not be titled the interim Equalization Director as the statute has very specific criteria for someone holding that title. Currently, the Antrim County Equalization Director position is held by Polly Cairns through contract. With an MMAO (level 4) certification, Ms. Cairns has the required credentials to be the Antrim County Equalization Director. However, due to other obligations, Ms. Cairns has been unable to devote much "face time" in the Antrim County Equalization Department.

Over the past couple of weeks, I have been looking into the possible benefits of designating an employee, specifically Casey Guthrie, Equalization Appraiser, as the "go-to person" in the Equalization Department. The following are my findings.

In a discussion with Mr. Guthrie, Ms. Cairns and me, and individual discussions with Julie Weston, Geographical Information (GIS) Technician, and Laura Rogers, Clerk III, a couple of areas were identified in which the Equalization Department could benefit from having a "go-to person" or a lead worker:

1. Someone to keep the equipment up to date. Troubleshooting, placing service requests when necessary.
2. Someone to handle difficult customer issues, so the other employees can get their work done.
3. Someone to be a liaison to the other departments.

Factors to consider:

1. Mr. Guthrie is out of the office doing field work the better portion of most days during the summer and part of the spring and autumn. Mr. Guthrie indicated because October, November and December are typically fairly slow months for him as the appraiser he will be in the office the majority of the time.

2. Mr. Guthrie has been an employee in the Equalization Department for over ten years and with the County since 2002. This should be beneficial as he will know the basic workings of the County operation.
3. The preference for leadership in the department is a full-time Equalization Director. Mr. Guthrie is currently in his second quarter of a one-year program for MAAO (level 3) assessor, which is the State Tax Commission's requirement for the Antrim County Equalization Director position. If Mr. Guthrie is successful in obtaining his level 3 certification and can demonstrate the aptitude and/or ability to complete the required statutory reports with accuracy, he would be a great candidate to fill the Equalization Director position in the future. The "go-to person" designation could be a good first step.
4. The Administration Committee has been discussing a longer-term contract with Ms. Cairns. On the agenda this month is a proposed two-year contract from Ms. Cairns which would require her to be in the office a minimum equivalent of two days per week. As her current contract expires on October 30, 2015, this requirement would begin November 1, 2015, which should help to fill some of the leadership gaps experienced during the past seven months.
5. Ms. Cairns has indicated that she would also consider a three-year contract. If Mr. Guthrie was to work out or we were to find an outside candidate for a full-time Equalization Director position in the future, the proposed contract has a 30-day termination clause. Ms. Cairns has stated she is aware of the County's desire for a full-time Director and would fully expect the Commissioners to exercise the 30-day termination clause in this case.
6. Mr. Guthrie, as well as the other two employees, is in the Union. If the Commissioners decide to give Mr. Guthrie additional responsibility on a temporary basis which results in additional pay, I will need to discuss it with the Teamster's business representative. It will likely have to be laid out in a letter of understanding (LOU). I do not see this as a stumbling block on this issue.

Two other issues that have come up as possible assignments for a "go-to person" are the task of approving time cards and the task of approving travel vouchers. The timesheets in particular became an issue recently because some of the employees in the department were rearranging their schedules at the last minute which put more stress on the other employee in the department, due to the small size of the department. As Mr. Guthrie is involved in this one, I thought it was a good idea to continue to provide this function myself.

In regards to travel vouchers, because Mr. Guthrie is the only departmental employee whose job requires extensive field work, he submits the majority of the travel vouchers. I think it is prudent that I continue to perform that responsibility as well.

I recommend the Committee approve a fifty-cent-an-hour increase in Mr. Guthrie's hourly wage for a two or a three month period. If approved for a two month period (assuming the Board of Commissioners approves the new contract with Ms. Cairns) we can observe the necessity of continuing the practice once Ms. Cairns is required to be in the office more often.

The following motion is considered for your consideration:

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to recommend the Board of Commissioners approve an increase of fifty cents per hour beginning October 12, 2015, for Casey Guthrie, Appraiser, for additional responsibility as a "go-to person", for a two-month period at which time the practice can be re-evaluated and continued, adjusted or discontinued as appropriate.

## Agreement For Shared Networks Between State of Michigan and Antrim County, Michigan

WHEREAS, the State of Michigan (STATE), by the Department of Technology, Management and Budget (DTMB) and Antrim County, a Local Public Entity (LPE) enter into this Agreement (Agreement);

WHEREAS, DTMB desires to implement a broadband network to provide more efficient services for the people of Michigan by increasing capacity while reducing costs;

WHEREAS, LPE has excess broadband capacity or fiber optic cable (Excess Capacity) and is willing to enter an Agreement with DTMB for the State to use LPE's excess capacity; and

WHEREAS, the parties have designed the DTMB/LPE interconnection implemented by this Agreement.

THEREFORE, for the consideration specified, the parties agree:

### I. GENERAL.

#### a. Purpose.

The purpose of this Agreement is for the State to use LPE's Excess Capacity in order to improve the efficiency of the State's broadband network. The implementation of this Agreement will lower the overall cost for the participants while increasing bandwidth and maximizing the use of public resources.

#### b. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All exhibits referenced in this Agreement are incorporated in their entirety and form part of this Agreement.

### II. TERM.

This Agreement will continue until the parties mutually agree to terminate this Agreement, as described in Section VII, below.

### III. AGREEMENT MANAGEMENT.

#### a. Contact Information and Notice.

All contact information for the management of this Agreement is identified in Exhibit C, Contact Information. All changes to a party's contact information must be submitted in writing to the party. All notices given under this Agreement must be in writing and addressed to the parties identified Exhibit C, as may be amended in writing from time to time.

#### b. Agreement and Technical Managers.

The Agreement Manager for the each party identified in Exhibit C is the primary contact for all communications and billings for the performance of this Agreement. The Technical Manager is responsible for the daily performance and technical oversight of this Agreement. The parties may amend Exhibit C, in writing, to, for example, add or delete interconnections and configurations by location.

### IV. RELATIONSHIP AND DUTIES OF PARTIES.

#### a. Relationship of the Parties.

The relationship between the State and LPE is that of client and independent contractor. No agent, employee, or servant of LPE, or any of its subcontractors, is an employee, agent or servant of the State. Nor is any agent, employee, servant of the State, or any of its subcontractors, an employee, agent or servant of LPE. Each party will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Agreement.

#### b. LPE Responsibilities.

1. LPE will maintain and repair LPE's network and physical fiber, including immediately paying for and completing repairs for any damage causing fiber outages or reduced availability.
2. DTMB is granted access as specified in Exhibit A.
3. LPE will maintain insurance (whether self-insured or otherwise) on the physical fiber that runs along the path identified in Exhibit A, including fiber in DTMB's access area.
4. LPE will maintain physical plant insurance on the fiber plant including fiber in DTMB's access area.
5. LPE will maintain and pay for all rights, licenses, permits, authorizations, rights of way, easements and other agreements (underlying rights) which are necessary for DTMB to operate the

State's network through LPE's network or fiber. The State is solely responsible for all costs of the State's network that is not on LPE's network or fiber. If an underlying right expires or terminates, LPE will use commercially reasonable efforts to renew or replace the underlying right.

6. LPE must keep fiber utilized by the State, under this Agreement, free of any rights, claims, or liens of third parties.
  7. LPE's fiscal agent may reasonably pursue damage claims against third parties causing outages that are not covered by LPE's or the third party's insurance. However, if the LPE elects not to reasonably pursue damage claims against third parties causing outages that are not covered by LPE's or third party's insurance, LPE is solely responsible for the full cost of any repairs for any damage causing fiber outages or reduced availability.
  8. LPE will invoice DTMB for the full cost of any fiber relocation performed at the State's request and for the State's sole benefit.
- c. DTMB Responsibilities.

1. DTMB will operate and maintain all State-owned equipment, and related components, it connects to LPE's network or fiber as specified in Exhibit A, and will be solely responsible for the cost of any maintenance, repair, or replacement of such State-owned equipment.
2. DTMB will connect to LPE's network at LPE's point of presence, at the locations specified in Exhibit A.
3. DTMB will pay for the full cost of any fiber relocation performed at the State's request and for the State's sole benefit. DTMB will pay invoices submitted by LPE in this respect within 45 calendar days.
4. If the physical fiber described in Exhibit A of this Agreement is damaged solely by DTMB, it will pay for related fiber repair and necessary relocation costs.

## V. PAYMENT.

DTMB will pay the LPE the amounts specified in Exhibit B, Pricing.

## VII. TERMINATION.

- a. **DEFAULT BY THE LPE.** If the LPE materially defaults in performance of any duty or obligation imposed by this Agreement, then DTMB may

- terminate this Agreement after giving written notice to the LPE specifying the existence and nature of the default, and giving the LPE sixty (60) days from the effective date of the notice to cure the default. Events of material default by the LPE shall include, but are not limited to, failure to maintain proper licenses, or failure to perform its duties hereunder three (3) or more times within any one (1) calendar month.
- b. **DEFAULT BY DTMB.** If DTMB defaults in the performance of any duty or obligation imposed on it by this Agreement other than monetary obligations, then the LPE may terminate this Agreement after giving written notice to DTMB specifying the existence and nature of the default, and giving DTMB sixty (60) days from the effective date of the notice to cure the default. If DTMB defaults in payment of any monetary obligation imposed on it by this Agreement, then the LPE may terminate this Agreement after giving written notice to the Customer specifying the existence and nature of the default and giving DTMB forty-five (45) days from the effective date of the notice to cure the default by paying the amount due in full.
  - c. The parties may mutually agree to terminate this Agreement, but in no event may the effective date of the termination be less than one hundred twenty (120) days from the date of the mutual agreement to terminate.
  - d. In the event of termination, the parties will work together to make the transition to an alternative network in a manner causing the least disruption to existing DTMB services.

#### VIII. MISCELLANEOUS.

- a. DTMB has exclusive use of LPE's fiber identified in Exhibit A during any Term of this Agreement. LPE will not place any restrictions on that use. DTMB may use such fiber for any purpose consistent with State law.
- b. Nothing contained in this Agreement prohibits LPE from entering into agreements to sell additional excess broadband capacity to other entities as long as such agreements do not substantially or improperly interfere with DTMB's use.
- c. The parties must agree upon the timing of the performance of any planned maintenance that would affect DTMB network access or the use of the network by any other entity.
- d. The parties may meet annually to review the operation of the network interconnections and other topics related to this Agreement. DTMB will schedule and host the meeting.

- e. Except as provided in this section, LPE makes no warranties, express or implied, under this Agreement and specifically disclaims any warranty of merchantability or fitness for a particular purpose. LPE does not warrant that the services will be uninterrupted or error-free, or that the services will meet DTMB'S requirements or that the services will prevent unauthorized access by third parties.
- f. Upon this Agreement becoming effective, DTMB will begin work to complete the extension of the DTMB network to LPE'S network as specified in Exhibit A.
- g. This Agreement is governed by and construed in accordance with the laws of the State of Michigan.
- h. This Agreement may be signed in counterparts, each of which has the force of an original, and all of which constitute one document.
- i. This Agreement may be amended with the mutual consent of the parties.
- j. The undersigned represent that they are authorized to execute this Agreement. A copy of LPE's authorizing resolution must accompany this Agreement.

SIGNATURE PAGES FOLLOW

LPE Signature Block

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

STATE OF MICHIGAN, DEPARTMENT OF  
TECHNOLOGY, MANAGEMENT AND BUDGET

\_\_\_\_\_  
Signature

\_\_\_\_\_  
David Behen, Director

Date \_\_\_\_\_

## **Exhibit A Network Description**

Access to State resources is provided by a Wide Area Network (WAN) provisioned with the AT&T Virtual Private Network (AVPN). AVPN provides Ethernet speeds and bandwidth on the WAN. Normal configuration is a 10Mbit circuit.

### **Current Network:**

Department of Corrections (DOC) 110 Grove St. Bellaire. Connected with a 512Kbit Wide Area Network.

Antrim County Sheriff, (LGN) 207 Cayuga. Shared with Department of Human and Health Services' Child Services Enforcement Support (CSES) access for supporting the Clare County Friend of the Court (FOC) and State Court Administrative Office (SCAO) for supporting county courts. Connected with a 512Kbit Wide Area Network. The circuit cost is split between LGN, CSES, and SCAO at 1/3 each.

Department of Human and Health Services' 205 Cayuga, Bellaire Connected with a 3Mbit Wide Area Network.

### **Planned Network:**

Antrim County currently has fiber facilities to:

Provide 1 fiber pair between 110 Grove and 207 Cayuga to connect Department of Corrections to the consolidated router (WAN) at 207 Cayuga

Provide 2 pair of fiber between DHS offices at 205 Cayuga and WAN at 207 Cayuga for DHS staff and the public kiosks (Bridges).

By doing this, Antrim County will have no spare fiber to 110 Grove and 205 Cayuga until more is built.

By consolidating services with DOC and DHS, the expectation is that the County's share of the new 10Mbit circuit will be reduced. The new circuit will be shared with County (MSP), DHS, CSES, SCAO, and DOC. The savings from consolidation will offset costs that Antrim County incur to install additional facilities as needed.

## **Exhibit B Pricing**

### **1. Recurring costs:**

Antrim County, DOC, DHS, SCAO, and CSES will share the AVPN circuit cost.

Cost split is; Antrim County – 10%, DOC – 20%, and CSES – 20%., DHS – 50% The price will change as vendor contracts are renegotiated or circuit changes are made.

The cost split may be modified in the future if users are added or removed from the circuit.

There will be no recurring costs paid by The County or State for use of the facilities.

### **2. Non-Recurring cost to DTMB:**

The State will pay the cost for Western Telecom to install 12 single mode and 12 multi-mode fibers between the 3 sites, which is at present \$5981.00. If the cost exceeds \$5981.00, the State will only pay the excess cost if the State provides written approval to proceed with the installation at the higher cost. If Antrim County instructs Western Telecom to complete the installation at a cost higher than \$5981.00, and does not obtain the State's written approval to proceed at a higher cost prior to providing said instruction, then the State will not be responsible for the excess cost. The State (DTMB, Telecom) will pay this in exchange for use of current Antrim County facilities, replacing the 3 fiber pair with the new fiber and allowing both the State and Antrim County enough capacity for future needs.

## **Exhibit C Contact Information**

### **DTMB**

#### **DTMB Agreement Manager**

Scott Hall, Network and Telecommunications Contract Administrator  
State of Michigan  
608 W. Allegan 1<sup>st</sup> flr.  
Lansing, MI 48933  
517 241-4255  
HallS9@michigan.gov

#### **DTMB Technical Manager**

Jay Salmon, Wide Area Network and Network Security Manager  
State of Michigan  
608 W. Allegan, 1<sup>st</sup>.flr.  
Lansing, MI 48933  
517 284-7364  
salmonj@michigan.gov

### **LPE**

#### **LPE Agreement Manager**

Peter Garwood, County Administrator  
203 E. Cayuga Street, PO Box 187  
Bellaire, MI 49615  
231-533-6265  
garwoodp@antrimcounty.org

#### **LPE Technical Manager**

Valerie Craft, Information Technology Director  
203 E. Cayuga Street, PO Box 187  
Bellaire, MI 49615  
231-533-3600  
craftv@antrimcounty.org

**Disciplinary Action – Department Head**

Policy approved at the November 13, 1997 Board of Commissioner's Meeting with the following motion:

**It was moved by McLeod, seconded by Wilson that the Administration/County Services Committee be authorized to take action and to place documentation regarding disciplinary action in a department Head's personnel file, located in the Coordinator/Planner Office, when necessary and appropriate. Motion carried all members present voting yes.**

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes – October 12, 2015

Members present: Ed Boettcher, Laura Stanek

Members absent: David Heeres

Others present: Pete Garwood, Janet Koch, Bryan Smith, Sherry Comben, Sheryl Guy

### **1. Meeting was called to order at 2:00 p.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Building Department Personnel**

Pete Garwood, County Administrator, said he'd been informed on Friday, October 9, that Bob Massey, Antrim County Building Official, had been presented with another job offer and was seriously considering leaving the County. Mr. Massey had been the County's Building Official since 2004.

Mr. Massey thanked the Committee for meeting with him on such short notice. He said he was being offered similar benefits, but the wage increase was substantial. Mr. Massey said the increased wages were part of the reason he was seriously considering the job offer; another part was that he didn't feel he had the support of the Board of Commissioners. Mr. Massey was also concerned about the changes in policies and procedures and the difficulties in getting the Board to take action on items brought to them by a department head.

It was Mr. Massey's opinion that complaints regarding his department were being heard and responded to by Commissioners instead of going through the established appeals process. He saw the need for the County Administrator to be aware of complaints, but that neither the County Administrator nor the Commissioners should be involved in working through the complaints.

Ms. Stanek commended Mr. Massey's performance after the departure of the previous Building Official. The Committee told Mr. Massey they were willing to entertain a salary increase in an amount mutually acceptable to the Committee and Mr. Massey, but they couldn't guarantee Board support. Mr. Massey said he now felt that no salary increase the County was likely to offer would compensate for the issues he'd already mentioned. Mr. Boettcher asked if he might stay with the County a little longer if compensated; Mr. Massey indicated that he didn't feel he could depend on the full Board agreeing with the extra compensation.

Mr. Massey gave Mr. Garwood his letter of resignation (**see attached pg. 2**) which gave his final day of work as October 23, 2015.

**Motion by Ed Boettcher, seconded by Laura Stanek, to authorize the advertisement for a plumbing inspector position and to authorize the advertisement for a building official/plan reviewer/inspector through the newspapers and the appropriate professional associations.**

**Motion carried – unanimous.**

### **4. Various Matters**

None.

The meeting was adjourned at 3:55 p.m.

**Antrim County BUILDING DEPARTMENT**

**ROBERT MASSEY – BUILDING OFFICIAL**

POST OFFICE BOX 188  
BELLAIRE, MICHIGAN 49615  
Telephone (231) 533-8373  
Fax (231) 533-6041

October 12, 2015

Re: Resignation

To: Pete Garwood & Board of Commissioners:

I am writing to inform you that I am resigning my position of employment with Antrim County. My last work day will be October 23, 2015.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Massey", written in a cursive style.

Robert Massey  
Antrim County Building Official

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes – October 20, 2015

Members present: Ed Boettcher, Laura Stanek, David Heeres

Members absent:

Others present: Pete Garwood, Sherry Comben

### **1. Meeting was called to order at 1:00 p.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Building Official Interview**

The Committee interviewed a current employee and inspector, Mark Haynes, for the soon to be open Building Official position.

**Motion by Laura Stanek, seconded by David Heeres, to recommend the Board of Commissioner's offer the position of Building Official to Mark Haynes at the 6 month salary step to be effective October 26, 2015. Motion carried – unanimous.**

The Committee members agreed that even though the Board of Commissioners meeting is not until November 12, 2015 the Board of Commissioners (with the approval of the recommended motion) would pay Mr. Haynes the difference between his current wage and the Building Official salary retroactive to October 26.

### **4. Various Matters - Equalization Department Personnel**

Mr. Garwood informed the Committee the Clerk II in the Equalization Department; Laura Rogers has tendered her resignation, effective October 30, 2015.

Polly Cairns, Equalization Director indicated that with Ms. Rogers leaving, it will leave a big hole in the department regarding the technical work that must get done. She also indicated that the County will need someone who has experience doing this kind of work. She said it will be difficult to attract qualified individuals for the position at a Clerk II wage level. It will also be a hardship to have the position vacant for a period of time as we are getting into another busy period.

She asked if there was a possibility of increasing the position to a Clerk I which would increase the wage. She indicated that it might entice Laura Rogers to stay, and if not would help attract someone else who may have the experience and qualifications.

The Committee discussed the possibility of increasing the position to a Clerk I with adding a requirement for a Michigan Certified Assessing Officer (MCAO) Level 2. So as not to limit the pool of applicants, Mr. Garwood suggested the requirement could be worded in such a way that would indicate the applicant must have the certification or must obtain the certification within a certain period of time.

**Motion by Ed Boettcher, seconded by David Heeres, to**

- **Direct the County Administrator to work with the Equalization Director to create a position description for a Clerk I in the Equalization Department,**
- **To recommend the Board of Commissioner's authorize the hiring process for a Clerk I for the Equalization Department, and**
- **To recommend the Board of Commissioners authorize the Equalization Director to offer an increase from a Clerk II wage to the Clerk I wage to Laura Rogers, effective October 26 and ending December 11, 2015 if she will extend her time with the County from the stated October 30, 2015 to December 11, 2015.**

**Yes – Ed Boettcher, Dave Heeres; No – Laura Stanek. Motion carried.**

Chairman Ed Boettcher indicated that Ms. Rogers, along with other County employees, could apply for the new position if they are interested.

The meeting was adjourned at 3:55 p.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes – October 29, 2015

Members present: Laura Stanek, David Heeres

Members absent: Ed Boettcher

Others present: Pete Garwood, Sheriff Dan Bean, Todd Johnson, Jim Cross, Scott Boni, Sheryl Guy, Janet Koch, Theresa Ankney, Patricia Theobald, Danell Doucette, John Bush, Jennifer Smith

### 1. Meeting was called to order at 2:05 p.m.

### 2. Public Comment

None.

### 3. Personnel Grievance

Pete Garwood, County Administrator, said the meeting was an opportunity for the grievant and the union representative to present the case for grievance. A closed session was requested by Jim Cross, a representative of the Police Officers Association of Michigan. Todd Johnson, the grievant, waived the closed meeting request.

Mr. Cross referred to Section 14.5 of the Corrections/Cooks/Clerical Unit union contract. Mr. Johnson spoke on his own behalf.

Ms. Stanek indicated that the County's legal counsel should be instructed to contact Mutual of Omaha, the County's carrier for Sickness and Accident Insurance and possibly Priority Health, the County's health insurance carrier.

### 4. Various Matters

Sheriff Dan Bean said his office manager had recently resigned. He asked the Committee to recommend that the funds be released so he can hire a replacement.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend that the Board of Commissioners authorize the release of funds for the recently vacated office manager position.  
Motion carried – unanimous.**

The meeting was adjourned at 2:55 p.m.

## **Administration and County Services Committee**

*David Heeres*

*Ed Boettcher, Chairman*

*Laura Stanek*

**Minutes - November 5, 2015**

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Mike Crawford, Pete Garwood, Janet Koch, Sheryl Guy, Sherry Comben, Patty Niepoth

**1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

**2. Public Comment**

None.

**3. Committee Appointment Interest Notifications**

Antrim Creek Natural Area Commission (see attached pgs.4-6)

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Chairman of the Board of Commissioners reappoint Michele Nerone and Carl Veenstra and to appoint Jean Engstrand to the Antrim Creek Natural Area Commission. Motion carried – unanimous.**

Commission on Aging (COA) Advisory Board (see attached pgs. 7-10)

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Chairman of the Board of Commissioners reappoint Sally Hannert, Jeanette Hayes, Beverly McCamman, and Rick Teague to the COA Advisory Board. Motion carried – unanimous.**

Construction Code of Appeals Board (see attached pg. 11)

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Chairman of the Board of Commissioners reappoint Ron Grammer to the Construction Code of Appeals Board. Motion carried – unanimous.**

DHS/Meadow Brook Medical Care Facility Governing Board (see attached pg. 12)

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Chairman of the Board of Commissioners reappoint Michael Paradis to the DHS/Meadow Brook Medical Care Facility Governing Board. Motion carried – unanimous.**

Emergency 911 Board (see attached pg. 13)

**Motion by Ed Boettcher, seconded by Laura Stanek, to recommend the Chairman of the Board of Commissioners reappoint Bill Drollinger to the Emergency 911 Board. Motion carried – unanimous.**

Economic Development Corporation/Brownfield Redevelopment Authority Board (EDC/BRA) (see attached pgs. 14-15)

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Chairman of the Board of Commissioners reappoint Dawn LaVanway and to appoint Mike Allison to the EDC/BRA Board. Yes votes – Laura Stanek, Dave Heeres; No votes – Ed Boettcher. Motion carried.**

Northern Lakes Economic Alliance (NLEA) (see attached pgs. 16-17)

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Chairman of the Board of Commissioners reappoint Rick Diebold and Pete Garwood to the NLEA Board. Motion carried – unanimous.**

Park and Recreation Advisory Board (see attached pgs. 18-20)

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Chairman of the Board of Commissioners reappoint Stan Moore and Don Schuiteman and to appoint David Atkins to the Parks and Recreation Advisory Board.**

**Yes votes – Laura Stanek, Dave Heeres; No votes – Ed Boettcher Motion carried.**

Planning Commission (see attached pgs.21-23)

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Chairman of the Board of Commissioners reappoint Bill Bailey, Jill Barnard, and Rick Teague to the Antrim County Planning Commission. Motion carried – unanimous.**

Solid Waste/Recycling Committee (SWRC) (see attached pgs. 24-26)

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Chairman of the Board of Commissioners reappoint Mike Domsic and Mike McPherson and to appoint Kathleen Peterson to the SWRC.**

**Yes votes – Laura Stanek, Dave Heeres; No votes – Ed Boettcher. Motion carried.**

Veterans Affairs (see attached pg. 27)

**Motion by Ed Boettcher, seconded by Laura Stanek, to recommend the Chairman of the Board of Commissioners reappoint Mike Hayes to the Veterans Affairs Board.**

**Motion carried – unanimous.**

#### **4. Data Sharing / Data Request**

Mr. Garwood said the Torch Conservation Center, the group that is requesting Antrim County's parcel data, is a 501(c)3 non-profit organization.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners approve the request from Torch Conservation Center to waive the fees and approve the provision of the parcel line spatial data from the County Geographical Information System (GIS) database. Motion carried – unanimous.**

Regarding the request from Great Lakes Energy to swap the County's parcel line data for the Great Lakes overhead line data, Mr. Garwood said he'd talked to 911 and emergency services and they would find it useful. Ms. Stanek said the County can't keep the Great Lakes data confidential; Mr. Garwood said Great Lakes is aware of that fact.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve a data swap with Great Lakes Energy; the County parcel line spatial data for their data layers of overhead lines, underground lines and substations in Antrim County at no cost to either party. Motion carried – unanimous.**

#### **5. Personnel Policy Update**

Mr. Garwood said at the recent department head meeting, he'd asked for volunteers to work on the personnel policy handbook. The three volunteers were Jonathon Scheel, Theresa Kent, and Deb Peters. It was noted that Mr. Scheel contracted with the County and was not an employee. Mr. Garwood said Mr. Scheel had experience with employee handbooks and said he would review Mr. Scheel's contract before the project started. Sheryl Guy, County Clerk, said the other department heads appreciated that Mr. Scheel had volunteered his services.

#### **6. Fixed Asset Policy Update**

Ms. Haydell said she had a draft policy approximately half completed. She anticipated an April 2016 completion date. She would like to bring a completed draft policy to the department heads for their consideration before taking it to the Board of Commissioners.

#### **7. Equalization Clerk Position**

Mr. Garwood had included position descriptions for Clerk I and Clerk II positions in the Equalization Department in the agenda packets for informational purposes. Ms. Stanek said she disagreed with making the position a Clerk I. She also disagreed with any action regarding that position without a meeting of the full Board of Commissioners. Ms. Stanek would like the department to hire a Clerk II and, if a new employee proves capable, to move that employee to a Clerk I. Mr. Garwood said because we don't have an Equalization Director in the office daily, the goal was to get the most qualified employee in place. He added Ms. Cairns will not be available to provide daily training so we have to try to get someone who can already do the job.

**Motion by Ed Boettcher, seconded by Dave Heeres, to recommend the Finance Committee approve a budget amendment to increase the "Other Wages" line item (101000-257-705.000) and the associated benefits by \$1,893.00 in the Equalization Department budget and authorize the hiring process for a Clerk I position in said department.**

**Yes votes – Ed Boettcher, Dave Heeres; No vote – Laura Stanek. Motion carried.**

#### **8. Closed Session**

Deputy/Dispatcher (D/D), Corrections/Cooks/Clerical (C/C/C) & ACT Negotiations

**Motion by Ed Boettcher, seconded by Dave Heeres, to go into closed session to discuss the tentative collective bargaining agreements with three bargaining units: ACT, D/D and C/C/C, with the elected officials present at the meeting and Mr. Garwood and Ms. Koch, Associate Planner, to attend the closed session. Motion carried – unanimous.**

The Committee went into closed session at 9:34 a.m.

The Committee left closed session at 10:03 a.m.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners ratify the wage reopener with the ACT bargaining unit. Motion carried – unanimous.**

#### **9. Various Matters as Appropriate**

Ms. Comben asked about the progress of the wage study. Mr. Garwood said he expected it to be completed in approximately two weeks.

Mr. Garwood distributed the closed session minutes of October 1, 2015.

**Motion by Ed Boettcher, seconded by Dave Heeres, to approve the closed session minutes of October 1, 2015. Motion carried – unanimous.**

Ms. Comben asked about the upcoming negotiations for elected officials and the unrepresented, specifically how it will work if the Board of Commissioners eliminate the committee structure and have two full Board meetings per month. Ms. Stanek said that decision was up to the Board of Commissioners.

#### **10. Public Comment**

None.

The meeting was adjourned at 10:16 a.m.

INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES  
As required by its Board of Commissioner Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)

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RECEIVED

OCT 21 2015

Name Michele Nerone Applicant for Antrim Creek Natural Area  
Board/Commission

Mailing Address 5290 Six Mile Lake Road E. Jordan 49727

E-mail: michelenerone@hotmail.com Contact #'s: (231) 544-6386  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Retired Teacher Position Hearing Impaired students - 28 yrs  
4th + 5th grades - 8 years

Work Experience Other than many jobs during high school  
and college) have been a teacher (full time - 36 yrs.)  
(part time - 10 years)

Volunteer Experience/Involvement Many environmental and educational  
committees - Grass River, Friends of the Jordan, St. Clair/Six Mile Lake  
Natural Area (Board) Migrant Education Teacher + Volunteer

Educational Background Masters Degree in Elementary Education/Science

Briefly state your qualifications for this appointment: Background in Science Education  
Developed the Harmon Elementary School (St. Clair Shores) Nature Center,  
Served on a number of environmental education + protection Boards

Are you able to attend year-round regularly scheduled meetings? Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: No

Signature Michele Nerone Date 10/18/15

INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES  
As required by its Board of Commissioner Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)

Page 5

RECEIVED

OCT 28 2015

Name Carl Veenstra Applicant for Antrim Creek Natural Area Commission  
Antrim County

Mailing Address 9420 Tyrrell Beach Rd Elksworth MI 49729

E-mail: N/A Contact #'s: 231-599-2392  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Self Employed Farmer ETC Position 1st in command right after my wife  
Logger

Work Experience Truck Driver, Factory Worker, Shipping Dock worker  
Farmer Sawyer Logger Equipment Operator

Volunteer Experience/Involvement ACNA Church boards

Educational Background High school diploma & continuous school at Grand Knocks

Briefly state your qualifications for this appointment I have served in mayor  
an other since the ACNA came into being. As a neighbor & daily  
visitor to the ACNA I have great interest & concern for the ACNA

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature Carl Veenstra Date Oct 23 2015

**INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES**  
*As required by its Board of Commissioner Policy*  
[www.antrimcounty.org](http://www.antrimcounty.org)

Name Jean Engstrand Applicant for ACNA Board Member

Mailing Address 7387 Atwood Rd.

E-mail: jeanle@frontier.com Contact #'s: 231-588-2135  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Retired Position \_\_\_\_\_

Work Experience Electro-mechanics (MSU)  
Woodworker (home business)

Volunteer Experience/Involvement \_\_\_\_\_

Educational Background BA - American history / 2-yr. degree in electronics

Briefly state your qualifications for this appointment Interest in the preservation  
of the natural areas and rural character of  
Antrim County.

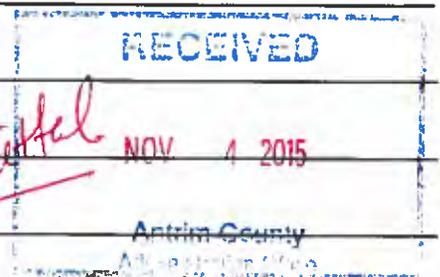
Are you able to attend year-round regularly scheduled meetings? Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain:

No



Signature Jean Engstrand Date 10-29-15

INTEREST NOTIFICATION FORM  
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COMMISSIONS AND COMMITTEES  
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OCT 28 2015

Name Sally Hannert Applicant for C.O.A. Board

Mailing Address 3083 Stover Rd., Bellaire 49615

E-mail: salhannert@gmail.com Contact #'s: (231) 533-6550 -  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Retired Position \_\_\_\_\_

Work Experience Teacher 30 yrs 2001 - 1965

Volunteer Experience/Involvement Bellaire Lionsess, Blood drives, Meals on wheels driver 14 yrs, C.O.A. Board.

Educational Background Masters in Education

Briefly state your qualifications for this appointment I have been on the board for several years and served as it's secretary. I have been helpful to the board.

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
no

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: no

Signature Sally Hannert Date 10.22.15

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OCT 22 2015

Name Jeanette M. Hayes Applicant for Commission on Aging

Mailing Address P.O. Box 817, Marcellona MI 49659 (Residence - 6542 Holly Glen Drive, Flint)

E-mail: greenacres6542@gmail.com Contact #'s: H - 231-585-6912  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Retired Position Social Work

Work Experience Coordinator, Widowed Persons Service, Assistant Project Director  
Citizens for Better Care, Program Coordinator 4C Association  
Child Care Director, United Methodist Community House

Volunteer Experience/Involvement Coordination of free weekly meal - Marcellona  
United Methodist Church, Antrim County, Baby Pantry Volunteer

Educational Background BS Grand Valley State University

Briefly state your qualifications for this appointment Experience working with elder  
populations, experience working in not-for-profit sector, Past  
Board experience with not-for-profit boards. Currently serve  
COA Advisory Board

Are you able to attend year-round regularly scheduled meetings? Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature Jeanette M Hayes Date 10/21/2015

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OCT 28 2015

Name BEVERLY A. MCCAMMAN Applicant for COA BOARD

Mailing Address 128 MITCHELL DR

E-mail: EBMCCAM@AOL.COM Contact #'s: 231-264-8691  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation RET. Position R.N.

Work Experience NURSING - IN HOSPITAL AND HOME CARE

Volunteer Experience/Involvement COA BOARD 5+ YEARS, TRIAGE NURSE

GOODWILL INN, RECEPTIONIST DENNIS MUSEUM, CHURCH INVOLVEMENT

Educational Background ASSOC. DEGREE IN NURSING - NMC

Briefly state your qualifications for this appointment AS A CURRENT MEMBER OF

THE BOARD, I FEEL MY EXPERIENCE AND KNOWLEDGE

ALLOWS ME TO OFFER VALUABLE INPUT INTO THE  
WORKINGS OF THIS VERY IMPORTANT ASPECT OF

Are you able to attend year-round regularly scheduled meetings? YES / COUNTY FUNCTION

Do you know of any conflict of interest or any reason you should not receive this appointment?

NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature Beverly A. McCamman

Date 10/26/15

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OCT 21 2015

Name RICK TEAGUE Applicant for COMMISSION ON AGING

Mailing Address 6150 W ELDER RD BELLAIRE, MI 49615

E-mail: RBT@TORCHLAKE.COM Contact #'s: 231-676-7679  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation RETIRED Position \_\_\_\_\_

Work Experience FINANCIAL MANAGEMENT  
CONSTRUCTION

Volunteer Experience/Involvement TAA, COA, PC AND MDHHS

Educational Background POST GRADUATE

Briefly state your qualifications for this appointment INTEREST AND  
EXPERIENCE

Are you able to attend year-round regularly scheduled meetings? YES

Do you know of any conflict of interest or any reason you should not receive this appointment?  
NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain:  
NO

Signature [Signature] Date 10/16/15

INTEREST NOTIFICATION FORM  
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OCT 28 2015

Name Ron Grammer Applicant for Construction Code Appeals Board

Mailing Address P.O. Box 98 - Kewadin, MI 49648

E-mail: Ronjoycegrammer@yahoo.com Contact #'s: 231-264-9255 231-676-4132  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Retired Position \_\_\_\_\_

Work Experience 33 years Northwestern Specialty Co (Building Contractor)  
Office Manager - 33 years owner Ron Grammer & Sons  
Building & Design

Volunteer Experience/Involvement Church Maintenance

Educational Background High School

Briefly state your qualifications for this appointment I have been active  
in Residential Building 46 years

Are you able to attend year-round regularly scheduled meetings? Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain:

No

Signature Ron Grammer Date 10/26/15

**INTEREST NOTIFICATION FORM  
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OCT 27 2015

Name Michael J. Paradis Applicant for DHS/Meadow Brook Medical Care Facility Governing Board

Mailing Address 5705 Cairn Hwy Kewadin, MI 49648

E-mail: \_\_\_\_\_ Contact #'s: (231)264-6212 (231)883-6212  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Nik-Col Farms Position Owner/Operator

Work Experience Owner of a 200 acre fruit farm with  
200 additional acres leased — total operation 400 acres  
Cherrie, Apples + Pears

Volunteer Experience/Involvement 5yrs. Finance Officer @ Kewadin United Methodist Church  
Life Member + Past Commander with Amvets  
15yr. Board of Director with MACMA, 25yr. Regular MACMA Committee Member,  
Milton Twp. Board of Review

Educational Background 12yrs. Elk Rapids High School

Briefly state your qualifications for this appointment Oct. 1998 to Oct. 2013 Served on  
DHS/Meadow Brook Medical Care Facility Governing Board

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

no

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: no

Signature Michael J. Paradis

Date 10-26-15

Mail to: **Administration Office**  
**P.O. Box 187**  
**Bellaire, MI 49615**

email: [countyadmin@antrimcounty.org](mailto:countyadmin@antrimcounty.org) or fax: **231-533-8111**

**Administration Committee minute attachments - 11/5/15**

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OCT 23 2015

Name William R. Drollinger Applicant for 911 Board Antrim County

Mailing Address 603 Park St. Bellaire MI 49615

E-mail: Drollinger332@live.com Contact #'s: 231-676-0748

(Home)

(Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Bellaire Police Position Police Officer

Work Experience Police Fire EMS zoning comm. Ham Radio operator

Volunteer Experience/Involvement Fire Dept. Red Cross Instructor

Educational Background High School, Kirtland College, Michigan State Police

Briefly state your qualifications for this appointment Public Safety

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature William R. Drollinger

Date 10-23-15

Mail to: **Administration Office**  
**P.O. Box 187**  
**Bellaire, MI 49615**

email: [countyadmin@antrimcounty.org](mailto:countyadmin@antrimcounty.org) or fax: **231-533-8111**  
Administration Committee minute attachments - 11/5/15

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OCT 26 2015  
Antrim County  
Administration

Name DAWN LAVANWAY Applicant for EDC

Mailing Address 126 GARNER RD. EAST JORDAN, MI 49727

E-mail: DAWN.LAVANWAY@YAHOO.COM Contact #'s: 231 536 3157 231 631 1840  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation JORDAN VALLEY DISTRICT LIBRARY Position LIBRARY DIRECTOR

Work Experience \_\_\_\_\_  
25 years in this position in management running the library open  
7 days per week.

Volunteer Experience/Involvement More than 6 years on East Jordan Downtown

Development Authority, Have a business resource center in library, Head of Economic Development  
Committee in EJ that created a economic development plan in 2012, on EJ cec. committee, etc.  
Educational Background MASTERS IN LIBRARY INFORMATION SCIENCES

Briefly state your qualifications for this appointment Have worked with NLEA for many years to  
improve economic development and broadband in Charlevoix as well as Antrim  
County for years. Have been on this committee with county for years so know  
long term history of the committee.

Are you able to attend year-round regularly scheduled meetings? YES

Do you know of any conflict of interest or any reason you should not receive this appointment?  
NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there  
any felony charges pending against you? If "yes" please explain: NO

Signature Dawn LaVarway Date 10/26/15

Mail to: **Administration Office** email: [countyadmin@antrimcounty.org](mailto:countyadmin@antrimcounty.org) or fax: **231-533-8111**  
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**Bellaire, MI 49615**  
*Administration Committee minute attachments - 11/5/15*

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Name Michael Allison Applicant for EDC

Mailing Address 401 W. CALHOUN MANCERLONA 49659

E-mail: mj.allison65@gmail.com Contact #'s: 231-587-9642 231-350-6852  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation RETIRED Position \_\_\_\_\_

Work Experience RETIRED, MANAGEMENT SHAWTY CREWK 19 yrs  
SALES - SPARTAN DISTRIBUTORS 19 yrs

Volunteer Experience/Involvement VILLAGE PRESIDENT MANCERLONA  
MANCERLONA VOLUNTEER, SCHOOL GROUPS, CRD, DDA, MAUSA

Educational Background 2 yrs College

Briefly state your qualifications for this appointment DESIRING TO DEVELOP,  
ENHANCE ANTRIM COUNTY, MANCERLONA AREA

Are you able to attend year-round regularly scheduled meetings? YES

Do you know of any conflict of interest or any reason you should not receive this appointment?  
NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature Michael Allison Date 10/28/2015

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Name Richard Diebold Applicant for NLEA

Mailing Address 9396 Six Mile Lake Rd

E-mail: diebold@torchlake.com Contact #'s: 231-330-1319  
(Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Retired Position \_\_\_\_\_

Work Experience Antrim County EDC 20 years, NLEA 15 years, School Administrator 35 years

Volunteer Experience/Involvement \_\_\_\_\_

Educational Background Doctorate Eastern Michigan University; Masters Central Michigan; Bachelors Northern Michigan

Briefly state your qualifications for this appointment Antrim County EDC 20 years, NLEA 15 years

Are you able to attend year-round regularly scheduled meetings?  Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: \_\_\_\_\_

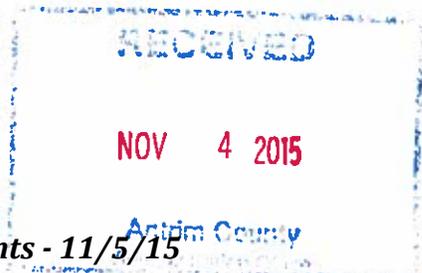
No

Signature 

Date 11/1/2015

Mail to: **Administration Office**  
**P.O. Box 187**  
**Bellaire, MI 49615**

email: [countyadmin@antrimcounty.org](mailto:countyadmin@antrimcounty.org) or fax: **231-533-8111**



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OCT 28 2015

Name PETER GARWOOD Applicant for NLEA Antrim County

Mailing Address 203 E. CAYUGA BELLAIRE, MI

E-mail: garwoodp@antrimcounty.org Contact #'s: 231-533-6265  
(Home) OFFICE (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation ANTRIM COUNTY Position ADMINISTRATOR

Work Experience 26 yrs ANTRIM Co., 2 yrs BENZIE Co.  
PLANNING DIR., 2 yrs Northern Economic INITIATIVES CORP.

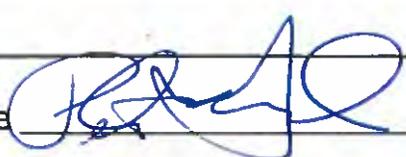
Volunteer Experience/Involvement Soccer Coach - 12 yrs., school  
Fund Raisers

Educational Background MA. - PUBLIC ADMINISTRATION, B.S. - PLANNING - GEOGRAPHY

Briefly state your qualifications for this appointment I have been a member of the  
NLEA BOARD of DIR. for 26 yrs. Worked in economic dev.  
OFFICE 2 yrs. Being on the NLEA Board is a good way for me  
to make the CONNECTION BETWEEN Co. PRIORITIES & NLEA ACTIVITIES ON BEHALF of  
Are you able to attend year-round regularly scheduled meetings? Yes the County

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature  Date 10/28/15

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OCT 19 2015

Name Ston Moore Applicant for Parks + Rec Advisory Board

Mailing Address P.O. Box 427 Bellaire MI 49615

E-mail: moorest@msu.edu Contact #'s: 533-8818 350-0400  
(Home) Work (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation MSU Extension Position Educator

Work Experience 24 years of Employment with MSU Extension  
as an Educator in the field of Agriculture

Volunteer Experience/Involvement Member of Parks + Rec Advisory Board  
for ~ 16 years

Educational Background Master of Science in Animal Science

Briefly state your qualifications for this appointment As part of the Parks + Rec Advisory  
Board I have assisted in the development of our on-line database,  
R+R plan, several forums, and other projects for improvement +  
awareness of our natural resources here in Antrim County.

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: No

Signature Ston Moore Date \_\_\_\_\_

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OCT 28 2015

Antrim County

Name DONALD E. SCHWITZMAN Applicant for PARKS LAND + RECREATION ADVISORY Bd.

Mailing Address P.O. Box 851 BELLAIRE, MI 49615

E-mail: don4no@att.net Contact #'s: 931 533-6904  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation \_\_\_\_\_ Position \_\_\_\_\_

Work Experience SEE INFO ON FILE

Volunteer Experience/Involvement SEE INFO ON FILE

Educational Background SEE INFO ON FILE

Briefly state your qualifications for this appointment \_\_\_\_\_

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: No

Signature Donald E. Schwitzman Date 10-28-15

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OCT 21 2015

Name Dave Atkins Applicant for Parks & Rec. Advisory

Mailing Address P.O. Box 111, Bellaire, MI 49615

E-mail: atk@csbchx.com Contact #'s: 231 675-5566  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Charlevoix St. Bank Position V.P.

Work Experience Loan officer

Volunteer Experience/Involvement DDA, Rotary, Association  
Board

Educational Background Western Michigan University

Briefly state your qualifications for this appointment very interested in  
Antrim County's Parks

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
no

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: no

Signature Dave Atkins Date 10/16/15

Mail to: Administration Office email: [countyadmin@antrimcounty.org](mailto:countyadmin@antrimcounty.org) or fax: 231-533-8111  
P.O. Box 187  
Bellaire, MI 49615

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OCT 20 2015

Name Bill Bailey Applicant for A.C.P.C. Antrim County

Mailing Address 1592 N. Intermediate Lake Rd. Central Lake

E-mail: billbailey1@outlook.com Contact #'s: 231-920-6710  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation Real Estate DR Position Broker

Work Experience I have approx 30 year in sales with last 20

in real estate business. I owned and operated

two successful real estate brokerages prior to joining Real Estate DR.

Volunteer Experience/Involvement I also was and continue to be a real estate developer.  
I have served on tax review

boards, and I currently serve on A.C.P.C.

Educational Background High School - some college classes - trade school.

Briefly state your qualifications for this appointment I have 20 years' experience

as an active real estate broker, broker owner, real estate

developer. and I have already served a term on the A.C.P.C.

Are you able to attend year-round regularly scheduled meetings? YES

Do you know of any conflict of interest or any reason you should not receive this appointment?

NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: NO

Signature with Bill Date 10-20-2015

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OCT 28 2015

Name Jill Shirley Barnard Applicant for Antrim County Planning Commission

Mailing Address 6633 Bellaire Hwy, Bellaire, MI 49615

E-mail: jillbarnard@hotmail.com Contact #'s: 231-533-8272 231-313-7109  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation \_\_\_\_\_ Position Administrative Assistant  
Barnard Engineering - 1989 to present

Work Experience Cashier at Glen's Jan 2000 - August 2013

Senior Security Corp - Executive Assistant Sept 2002 thru May 2012

Bellaire Golf Club - Office Manager April thru Dec. 2000

IONEX, Inc - Executive Secretary 1989 - Jan 2000

Bellaire B+B - owner, operator Jan 1989 - March 1997

Volunteer Experience/Involvement Bellaire Rotary - Past President x2, Youth Exchange Councilor; (22 years)

Rainbow Girls - Board Secretary & Chaperone x 4 yrs; Eastern Stars ~ 4 years;

Feast of Victory Lutheran Church - Youth Group Sponsor; Antrim Co. Planning Commission;

Antrim Co. Solid Waste Council; Northwest MI Blood Program - Board of Governors for 9 yrs.

Educational Background Health & Life Ins. License 2006; Computer Skills C & E; Legal Sec Certification;

MI Tech U. Engineering Orientation; Secretarial Cert. Classes at Suomi College

Briefly state your qualifications for this appointment I have taken the "class" twice

and continually learn more about the hows & whys of planning thru our

meetings. I feel I bring the attitude of a more "lay person" - a fresh outlook!

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

no

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: no

Signature Jill S Barnard

Date 10-28-15

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OCT 21 2015

Name RECK TEAGUE Applicant for PLANNING COMMISSION

Mailing Address 6150 W ELDER RD BELLAIRE, MI 49615

E-mail: RBT@TORCHLAKE.COM Contact #'s: 231-676-7679  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation RETIRED Position \_\_\_\_\_

Work Experience FINANCIAL MANAGEMENT  
CONSTRUCTION

Volunteer Experience/Involvement TAA, COA, PC AND MDHHS

Educational Background POST GRADUATE

Briefly state your qualifications for this appointment INTEREST AND  
EXPERIENCE

Are you able to attend year-round regularly scheduled meetings? YES

Do you know of any conflict of interest or any reason you should not receive this appointment?  
NO

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain:  
NO

Signature  Date 10/16/15

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OCT 21 2015

Antrim County

Name Michael E. Domsic Applicant for Solid Waste & Recycling Comm.

Mailing Address P.O. Box 1696

E-mail: M.E.domsic@gmail.com Contact #'s: 231-587-0145  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation \_\_\_\_\_ Position \_\_\_\_\_

Work Experience Retired - Public School Administrator

Volunteer Experience/Involvement Rotary

Educational Background M.A. degree

Briefly state your qualifications for this appointment I have been a committee member for over 10 years.

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No!

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: No!

Signature 

Date 10-20-15

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OCT 23 2015

Name MIKE McPherson Applicant for Waste & Recycling Committee  
Antrim County

Mailing Address 3627 M-88 N Central Lk MI 49622

E-mail: mjmcphers32@gmail.com Contact #'s: \_\_\_\_\_  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation \_\_\_\_\_ Position \_\_\_\_\_

Work Experience Builder and Building Inspector

Volunteer Experience/Involvement Central Lk School Board 16 yrs

Educational Background BS degree in Construction Engineering

Briefly state your qualifications for this appointment I have been on the committee from the start.

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: No

Signature Michael J McPherson Date 10-22-15

INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES

Page 26  
RECEIVED

As required by its Board of Commissioner Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)

OCT 28 2015

Name Kathleen Peterson Applicant for Recycling Administration Committee

Mailing Address 2183 NW Torch LK Dr, Kewadin, MI

E-mail: KS Peterson 46@gmail.com Contact #'s: 231-264-8635

Are you a resident of Antrim County?  Yes  No  
(Home) (Cell)

Business/Firm/Occupation Retired Position \_\_\_\_\_

Work Experience State YMCA of MI - Registrar 9 years, Delta College Support Staff 14 years

Volunteer Experience/Involvement EIK Rapid Park & Rec, Green ER, Nertha, EDC, State Theater Volunteer, Food Dr, Historical Museum, Church

Educational Background Assoc

Briefly state your qualifications for this appointment Strong interest in recycling keeping the environment healthy.

Are you able to attend year-round regularly scheduled meetings? yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: \_\_\_\_\_

No -

Signature Kathleen Peterson Date 10/26/15

INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES  
As required by its Board of Commissioner Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)

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OCT 22 2015

Name Mike Hayes Applicant for Veterans Affairs Committee

Mailing Address PO Box 817 Mancelona, MI 49659

E-mail: mike3195thavesw@gmail.com Contact #'s: 231 585 6922

Are you a resident of Antrim County?  Yes  No  
(Home) (Cell)

Business/Firm/Occupation Retired Position \_\_\_\_\_

Work Experience Electrical Engineer; Aero space design components  
managed on-site power generation system for michigan consolidated  
gas in Grand Rapids MI. Electrical contractor.

Volunteer Experience/Involvement Church volunteer in community meal,  
worked to establish a farm Market & Pavilion in Mancelona

Educational Background BSEE 1959 South Dakota School of Mines

Briefly state your qualifications for this appointment I enlisted in the US Navy  
in April 1951 to April 1955. My rate at separation  
was communications technician (M) 2nd class. I was  
recommended for reenlistment.

Are you able to attend year-round regularly scheduled meetings? Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?

No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: \_\_\_\_\_

No

Signature Michael M Hayes Date 10/21/15

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Special Meeting Minutes – November 20, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Mike Crawford, Pete Garwood, Polly Cairns (for agenda item #3 only), Mark Haynes (for agenda item #4 only)

**1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

**2. Public Comment**

None.

**3. Equalization Department Position Interview**

The Committee along with Polly Cairns, Equalization Director and Peter Garwood, County Administrator, interviewed Karl Schmidt for the Clerk I position in the Equalization Department.

**Motion by Ed Boettcher, seconded by Dave Heeres, to hire Karl Schmidt to fill the Clerk I position in the Equalization Department contingent on the successful completion of the pre-employment requirements. Motion carried – unanimous.**

**4. Building Department – Plumbing Inspector Interview**

The Committee interviewed Charles Woodward for the Plumbing Inspector position in the Building Department. No action was taken.

**5. Public Comment**

None.

The meeting was adjourned at 10:50 a.m.

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes - December 3, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek  
Members absent: None  
Others present: Mike Crawford, Pete Garwood, Janet Koch, Sheryl Guy, Sherry Comben, Patty Niepoth, Valerie Craft, Judge Norman Hayes, Jennifer Berkey, Bill Bailey, Jim Rossiter, and Dan Bean

### **1. Meeting was called to order at 9:00 a.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Probate Court Unrepresented 2016 Wages**

#### **On-Call Compensation**

A letter from Probate Court Administrator/County Juvenile Officer (CJO) Bill Hefferan to Judge Norman Hayes had been included as part of the revised agenda. Peter Garwood, County Administrator, said the Board of Commissioners (BOC) had, in the past, approved a call-out stipend of \$50 for Mr. Hefferan. Judge Hayes said it wasn't uncommon for Mr. Hefferan to be contacted via phone out of regular business hours but not be physically required to travel.

The proposal would provide Mr. Hefferan with an additional compensation of \$130 per week for being on-call, but would eliminate the existing juvenile officer stipend and the existing call-out pay. Judge Hayes said that except for rare occasions, Mr. Hefferan was essentially available twenty four hours a day, seven days a week, fifty-two weeks a year.

Ed Boettcher said he'd like to see the stipend and/or per diem amounts from the other counties in addition to their regular salaries (total salary package) before making a decision. Ms. Stanek said she considered the stipend as additional wages, and that she'd like more time to consider the issue. Judge Hayes said he would provide the Committee with Mr. Hefferan's job description. There was a discussion of the ability to retroactively compensate for increased wages; Mr. Garwood said he would have to look into the issue.

**Motion by Dave Heeres, seconded Laura Stanek, to recommend the Finance Committee approve a 2% increase in salaries in 2016 for the Probate Court Unrepresented employees with the corresponding budget amendment. Motion carried – unanimous.**

The on-call stipend for the Probate Court Administrator/CJO will be on the agenda for the next Administration Committee meeting.

### **4. Prosecuting Attorney 2016 Wages**

Mr. Rossiter said he was content to have his wages discussed with the other elected officials.

### **5. Prosecuting Attorney Unrepresented 2016 Wages**

Mr. Garwood told the Committee that the retirement plan offered to new employees is a hybrid plan. He added that on January 1, 2016, the health insurance cap will change; employees will see a change in their payroll deductions.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve a 2% increase in salaries in 2016 for the Prosecuting Attorney Unrepresented employees with the corresponding budget amendment. Motion carried – unanimous.**

**6. Elected Officials 2016 Wages**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve a 2% increase in salaries in 2016 for department heads who are Elected Officials with the corresponding budget amendment. Motion carried – unanimous.**

**7.– 9. General Unrepresented 2016 Wages, Part-time/Seasonal 2016 Wages, County**

**Administrator 2016 Wages**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve a 2% increase in 2016 salaries and 2016 wages for the General Unrepresented, the Part-time/Seasonal employees, and the County Administrator, and that the corresponding budget amendments be made. Motion carried – unanimous.**

Wage Study

Mr. Garwood said doing a wage survey was not an easy task, adding that if the BOC wishes a more in-depth survey, that an outside company should be hired. Janet Koch, Associate Planner, said the survey had taken the County Administrator’s assistant, Tina Schrader, at least 80 hours to complete; that Ms. Schrader had come into the office on weekends and worked late to complete what was submitted. She added that Ms. Schrader knew full well that the completed survey had gaps, but that a more in-depth survey wasn’t possible due to time constraints.

Sherry Comben had asked why wages and salaries weren’t adjusted by including the value of the employee pension as had been done in the past. Mr. Garwood said now that the County employees have two different retirement benefits programs, it would be very difficult to illustrate.

The Committee looked at the wages for positions that were more than 10% below the average in the counties used for comparison; Benzie, Charlevoix, Emmet, Leelanau, Manistee, Missaukee, and Wexford. Mr. Garwood said positions were considered as non-comparable if there weren’t at least three counties with that position on staff. In this case other counties were added (Cheboygan, Otsego, Mason, Oceana and Roscommon). Some positions remain as non-comparable regardless of the added counties.

Information Technology (IT) Director Wages

Ms. Stanek noted that the IT Director’s wages were behind other IT Directors in the region by more than 25%.

Valerie Craft, IT Director, said one of the certifications she’d originally been encouraged to obtain didn’t exist any longer, but added that she had completed more than half of the training for a Cisco Systems certification. She told the Committee she was working to gain the certification, but had time constraints. Mr. Garwood asked how relevant that certification was; Ms. Craft said she felt she can do her job without it, but it would be valuable. She added that hers and other positions in the County, in addition to the Probate Court Administrator, were also essentially on-call at all hours. Mr. Garwood agreed, saying that maintenance was also on-call.

A question was asked whether the BOC could take action to initiate increases for future years.

Mr. Garwood said the BOC could indicate this as their intentions in the minutes but can only initiate increases one year at a time in their motions, unless there was a contract. The Committee indicated it was their intention to recommend an additional increase to the IT Director's salary and other unrepresented employees that are in the range of 10% behind, on an annual basis until the wages achieve parity with the other counties.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve an increase to the 2016 salary of the IT Director by the 2% recommended for all the General Unrepresented, plus an additional 5% with the corresponding budget amendment. Motion carried – unanimous.**

#### Emergency Services Director Wages

Mr. Garwood said that since the Antrim County Emergency Services Director was part time, it was difficult to compare wages. He suggested making the comparison on a calculated hourly wage. Ms. Schrader subsequently brought that calculation to the Committee for their review.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve an increase to the 2016 salary of the Emergency Services Director by the 2% recommended for all the General Unrepresented, plus an additional 2%, along with the corresponding budget amendment. Motion carried – unanimous.**

#### Veterans Affairs Director Wages

Deb Peters, Veterans Affairs Director, noted that she was paid less than administrative assistants and secretaries within the County. The Committee noted that they would like to bring her wages up to parity with other Veterans Affairs Directors in 2017.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve an increase to the 2016 salary of the Veterans Affairs Director by the 2% recommended for all the General Unrepresented, plus an additional 5%, along with the corresponding budget amendment. Motion carried – unanimous.**

Mr. Crawford and Mr. Heeres said that Ms. Peters had an outstanding reputation in other counties.

#### County Accountant Wages

Deb Haydell, County Accountant, had sent the Committee an email the morning of the meeting (**see attached pg. 6**). The Committee said they would like to see comparables for finance managers from the other counties before making a decision.

The Committee discussed adjusting the wages of the Maintenance Director and the Parks Manager, but made no changes beyond the 2% recommended for the General Unrepresented. Mr. Garwood said a sliding scale for implementing increases in pay could be considered to bring more employees into parity. If an employee is 15% behind, they would get a higher percentage increase than an employee who is 10% behind.

The Committee discussed performance reviews of department heads. Ms. Stanek said in absence of a defined process, the Committee relies on past procedures. It was Mr. Rossiter's opinion that department head evaluations should be performed. Judge Hayes agreed, saying that he regularly performed evaluations for his employees. Ms. Koch said that if the BOC wished to award merit pay, that employee evaluations should be performed to provide a basis for any merit increases.

#### Stipends

Mr. Garwood said the Committee should also address whether or not the stipends should also be increased by 2%. The Committee said they would address that topic at the next Committee meeting.

**10. Michigan State University Extension (MSUE) Annual Work Plan FY2016 (see attached pgs. 7-8)**

Jennifer Berkey, MSUE District 3 Coordinator, told the Committee they were grateful for their partnership with Antrim County.

**Motion by Laurie Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners approve the Michigan State University Extension Annual Work Plan for Fiscal Year 2016 for signature by the Board Chairman. Motion carried – unanimous.**

Ms. Berkey said MSUE had recently held focus groups to work on what was locally relevant for their efforts and thanked the people who had attended.

**11. Casey Guthrie Re-evaluation**

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Finance Committee approve a three-month extension of the fifty cents per hour wage increase for Casey Guthrie and also provide Julie Weston with the same fifty cent per hour increase, per the recommendation of Equalization Director Polly Cairns, along with the corresponding budget amendment with the last increases to end April 12, 2016. Motion carried – unanimous.**

**12. Employee Handbook Update**

Mr. Garwood said that though he hadn't had time to work on the handbook, the three volunteers had started work. He expected to have a draft ready in time for consideration at the Committee's March meeting.

**13. Inmate Health Service Contracts (see attached pgs. 9-15)**

Mr. Garwood said the contracts in the revised packet were the revised contracts as noted in the Health & Public Safety Committee meeting of November 24.

Sheriff Dan Bean said the Jail has a full time nurse; the nursing contract is for a part time nurse that covers the Jail for nursing services when the full time nurse isn't available. Sheriff Bean said the County contracts with a doctor and part time nurse due to past experiences with inmate health issues. He said having medical staff available is a wise investment for the County.

It was noted that the nursing contract should have one change in item number 7, that the dollar amounts for medical professional liability practice should be changed to \$1,000,000/\$6,000,000 to be consistent with the insurance certificate provided by the nurse.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Board of Commissioners authorize the Antrim County Sheriff to execute inmate health service contracts with David May, DO as correctional facility physician and Jennifer Held as correctional facility nurse from January 1, 2016 through December 31, 2016, conditioned on agreement by Dr. May and Ms. Held to the contract changes in line with suggestions made by Civil Counsel. Motion carried – unanimous.**

**14. Economic Development Corporation (EDC) Appointment (see attached pg. 16)**

After the November 12, 2015 BOC meeting, there was still an upcoming vacancy on the EDC.

**Motion by Laura Stanek, seconded by Dave Heeres, to recommend the Chairman of the Board of Commissioners appoint Bob Ferguson to the Economic Development Corporation.  
Yes votes – Laura Stanek, Dave Heeres; No votes – Ed Boettcher. Motion carried.**

**15. Tuition Reimbursement Request (see attached pgs. 17)**

The request was for reimbursement of expenditures for Level 2 Assessor’s training for Julie Weston, GIS Technician in the Equalization Department. Mr. Garwood said that while being an assessor was not part of Ms. Weston’s job description, the training had been recommended by Polly Cairns, Equalization Director, to assist with cross-over office duties. Mr. Garwood said the cost of the training had been budgeted for 2016 and that it was the same agreement as Casey Guthrie’s, approved by the BOC earlier in the year.

**Motion by Dave Heeres, seconded by Laura Stanek, to recommend the Board of Commissioners approve the proposed agreement between Antrim County and Julie Weston, for reimbursement of enrollment costs associated with the Michigan Advanced Assessing Officer Level 2 Certification through the State Tax Commission Certified Assessing Officer Training program.  
Motion carried – unanimous.**

**16. Various Matters as Appropriate**

Department Head Evaluations

Mr. Boettcher said he’d like to see evaluations or performance reviews performed. Ms. Stanek and Mr. Garwood said that since the County Administrator’s position now included supervisory responsibilities for non-elected department heads, that Mr. Garwood was the obvious candidate to perform reviews.

Mr. Boettcher asked that Mr. Garwood make a recommendation to the Committee for performing evaluations; including methodology and with what priority. Mr. Boettcher said he’d like to see reviews begin with the department heads who are more than 10% below wage parity.  
The Committee agreed that they’d like the full Board to discuss the topic.

**17. Public Comment**

Bill Bailey, an Antrim County resident, spoke about a conversation he’d had with Mark Stone after the November regular Board of Commissioner’s meeting. He provided a copy of a letter he’d written regarding the conversation to the chair of the Administration Committee, who did not read it during the meeting.

Mr. Garwood said he’d discuss the issue with Mr. Stone.

Michigan Municipal Risk Management Authority (MMRMA)

Sheryl Guy had contacted the County’s representative from MMRMA regarding the liability coverage of persons with known prior felony conviction(s) and employment or volunteer positions within the County (see attached pgs. 18-20). The representative stated that liability coverage was not provided by MMRMA for a loss caused by an employee, volunteer, or appointed/elected official if there was knowledge of any fraudulent or dishonest act ever committed by that person.

It was the Committee’s consensus that the County’s Civil Counsel did not need to be contacted regarding the issue.

Meeting adjourned at 11:18 a.m.

**From:** [Haydell, Debra](#)  
**To:** [Boettcher, Ed](#); [Heeres, David](#); [Stanek, Laura](#)  
**Cc:** [Garwood, Peter](#); [Koch, Janet](#)  
**Subject:** Administration meeting - wage & benefit comparable information  
**Date:** Thursday, December 03, 2015 7:20:42 AM

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Good Morning Administration committee Commissioners

At the meeting today, it is my understanding, that you may be discussing the wage-benefit survey that the Administrators office completed.

I apologize that I will not be there to discuss my position, in accordance with this wage-benefit study. However, it is very important that I attend this training today in Lansing so I can complete the year end reporting with the new GASB requirements.

Pete shared with me the email that he communicated to you on Monday, November 23<sup>rd</sup>, addressing the fact that job titles and job descriptions that are being compared may be totally different amongst the counties. The Accountant title-position was specifically mentioned because compared to my peers I am titled Accountant but have the job description of a Financial Director. I do not wish to change the "Job Description". I truly enjoy this job and was happy to have the title "Chief Administrator of the Budget" added to my job description title.

Thank you Commissioners for your assistance in making this position what it is today. I hope that my performance, and results you note from my performance, display to you the pride I take in this position at Antrim County.

Therefore, please consider the information Pete provided you for the Accountant position and Chief Administrator of the Budget wage-benefits survey when you make your decisions. As always, if you have any questions please contact me.

Thank you again.

Deb Haydell  
Antrim County Accountant

**Agreement for Extension Services provided by  
Michigan State University to ANTRIM County  
Annual Work Plan FY 2016 (Exhibit A)**

**A. Specific Contributions by MSUE:**

1. At least 1.0 FTE Extension Educator whose primary office of operations will be the county Extension office is included in the assessment, unless otherwise agreed to by the county
2. \_\_\_\_\_ FTE - Extension educators. Please indicate the area(s) of Expertise: \_\_\_\_\_
3. .5 FTE - 4-H program coordinator(s).
4. \_\_\_\_\_ FTE - Additional 4-H program coordinators/other paraprofessional.
5. \_\_\_\_\_ FTE – Support Staff
6. \_\_\_\_\_ FTE- Other Staff to be included Agreement for Extension Services. Please indicate title and rank \_\_\_\_\_
7. Administrative oversight included in annual assessment.
8. Access to Extension Educators with expertise in each of the MSUE Institutes included in annual assessment.
9. Supervision of University provided academic and paraprofessional staff. Supervision of county clerical staff and/or county staff upon request. Supervision is included in the annual assessment.
10. Annual reporting of services provided, audiences served, and impact of programs in the county.

**B. Specific Contributions by the County:**

1. Office space for a County Extension office. The office will include space for at least one Extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. Office space will be available for additional MSUE and/or county staff as mutually agreed. The office must be provided high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in Appendix A. The office space must be at least comparable to the average office space used by County employees.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting county residents in accessing MSUE resources by office visit, telephone, email, internet and media. This can be a county employee or the county can contract with MSU for their services.
3. General operating expenses for the office and non-MSU Personnel.

**C. Assessment to County:**

2016 TOTAL BASE Assessment	\$ <u>40,785.00</u>
<b>ADDITIONAL PERSONNEL</b>	
1. Educator	<u>0</u>
2. 4-H Program Coordinators	<u>0</u>
3. Additional 4-H program coordinators/other paraprofessional	<u>0</u>
4. Support Staff	<u>0</u>
5. Other Staff	<u>          </u>
 TOTAL COUNTY PAYMENT FOR 2016	 <u>\$40,785.00</u>

For the period, January 1, 2016 to December 31, 2016, ANTRIM County shall pay to MSUE \$40,785.00, which is the cost of the assessment plus any additional personnel costs. Payment will be made the first month of each quarter of the county fiscal year. Payments should be sent to

MSUE Extension Budget Office  
446 W. Circle Dr.  
160 Agriculture Hall  
East Lansing, MI 48824

MICHIGAN STATE UNIVERSITY

ANTRIM COUNTY

By: \_\_\_\_\_  
Daniel T. Evon, Director,  
Contract & Grant Administration

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ANTRIM    FY 2016  
Name                      Year

## Inmate Health Service Contract Correctional Facility Physician Contract

Antrim County Sheriff Department, P.O. Box 568, Bellaire, Michigan 49615

**Department:** Sheriff's Department – Jail Division  
**Contractor:** David May, D.O.  
**Address:** 3939 E. M-72, Acme, Michigan 49610  
**Federal ID #** 20 - 3382281

Antrim County and the Contractor agree to:

A contract between the County of Antrim ("County") and David May, D.O. ("Physician") to provide medical services for the inmates of the Antrim County Jail located in Bellaire, Michigan, and operated by the Antrim County Sheriff's Office ("Sheriff's Office") on the terms and conditions herein set forth:

### 1. Duration:

This contract shall remain in existence for the term of 1 year commencing on January 1, 2016 and termination on December 31, 2016, subject to prior termination as provided by the agreement.

### 2. Facilities:

The County shall provide the Physician sufficient space and office equipment for the Physician and his staff for the purpose of providing inmate medical care, and shall provide certain medical equipment to the Physician as required and subject to negotiation and consultation on medical equipment requirements between the parties. The County and the Sheriff's Office shall, at its expense, furnish the Physician with ordinary janitor and in house messenger service, laundry, gas, heat, water, and electricity for lights and power as may be required. The County shall also, at its expense, keep and maintain in good order and repair, any medical equipment purchased by the County. The Physician as an office shall use no part of the premises at any time for general practice of medicine, except to the extent allowed in this contract.

The County shall also purchase, at its expense, medical drugs, prescriptions, and medical supplies, which the Physician may require.

### 3. Personnel:

The County shall contract directly with a registered nurse, with recommendation and approval of the Sheriff, to assist the Physician in his duties and additional trained personnel as needed to provide the care outlined in this agreement. The Physician exclusively supervises the registered nurse and any additional trained personnel as in paragraphs 4 (D) and 5.

### 4. Physician's Duties:

The Physician shall act in the capacity of a contractor for Medical Services for the Antrim County Sheriff's Office Jail, which includes, but is not necessarily limited to the following duties and responsibilities:

#### A. Medical Care:

The Physician shall render medical care and services, including, but not limited to medical, dental, mental health, and optical, under the guidelines established by the

Standards for Medical Care and Health Services in Jails from the American Medical Association and the Michigan State Medical Society Committee for Improvement of Medical Care in Jails. The Physician shall maintain adequate medical records regarding such treatment.

**B. Development:**

The Physician shall develop a comprehensive plan of medical treatment, including the establishment of standards to provide for the medical/physical well being of each prisoner. The plan and standards shall be consistent with the Michigan Department of Corrections Rules of County Jails. The Physician shall develop recommendations for equipment acquisition and personnel necessary to implement this plan and submit these recommendations to the Sheriff.

**C. Clinic:**

The Physician shall provide and service a medical clinic on premises for such period as is reasonably necessary to his performance of the agreement. The Physician shall be available in the clinic at least two times per month for whatever time is needed to perform the duties of sick call.

**D. Supervision and Training:**

The Physician shall promulgate appropriate rules, regulations, and orders for subordinate personnel, including the jail nurse. The Physician shall provide appropriate training for subordinate personnel in the performance of their respective duties.

**E. Hours:**

The Physician shall be on call and available to render medical care twenty-four (24) hours each day, seven (7) days per week.

**F. Other Duties:**

The Physician shall perform such other duties as are customarily performed by a Physician under similar contract and/or incident to or consistent with the duties contained in this agreement.

**5. Medical Treatment by Independent Contractor Physician:**

The Physician shall have the sole discretion to determine the appropriate method or manner of medical treatment to be performed without the supervision or control of the County or the Sheriff's Office in any manner whatsoever. In the performance of the work duties and obligations evolving upon him under this agreement, it is mutually agreed that the Physician is at all times acting and performing as an independent contractor practicing the profession of medicine. Neither the County, nor the Sheriff's Office, shall have or exercise any control of direction over the methods by which the Physician will perform his work and functions. The sole interest and responsibility of the County, and the Sheriff's Office, is to oversee that the services provided by the Physician, covered by this agreement, shall be performed and rendered in a competent, efficient, and satisfactory manner. The standards of practice and professional duties shall be according to the accepted standards of competency in the community and as further required by any Standards for Medical Care in Jails.

**6. Extended Medical Care:**

Extended medical care shall mean that care, diagnosis or treatment, which in the Physician's sole discretion, cannot be adequately rendered on the premises, including, but not limited to illness, accident, or physical condition which requires surgical treatment or hospitalization. The Physician shall, in cases requiring extended medical care, be responsible for medical care rendered to an inmate until such time as the inmate is dispatched to an appropriate medical care facility or institution. Upon such dispatch, the Physician shall have no further responsibility for medical care for the inmate so dispatched until such inmate is returned to the care, custody, and control of the Sheriff's Office.

**7. Unavailability:**

The Physician shall be entitled to be unavailable from his responsibilities for a maximum of four (4) weeks per year during the terms of this contract. The Physician shall not be responsible for the employment of a substitute Physician during any period of unavailability. The Physician shall, however, be responsible to notify the Sheriff's Office at least seventy-two (72) hours prior to such unavailability and shall prepare appropriate orders for the care and treatment of the inmates in this absence.

**8. Compensation:**

The Physician shall be compensated under the terms of the contract by the County on a monthly basis at a rate of **\$1,500.00** per month for 2015 services rendered pursuant to the agreement.

**9. Additional Compensations:**

The Physician shall be compensated at his usual customary rate for extraordinary services performed pursuant to this agreement. The Physician shall submit, on a monthly basis, claims for such additional compensation by an invoice containing a specific description of the date, time expended, and nature of services provided to such claim.

Extraordinary services shall be defined as any medical service not covered under this contract. Reimbursement for such services shall be at a rate of \$100 per hour.

The County will also pay \$6,036.00 (variable depending on the annual premium expense adjusted by the formula in the next paragraph) directly to Medical Protective Company sometime in March to May as invoiced. The current limits for my medical professional liability practice are \$1,000,000.00/\$3,000,000.00 per year.

**10. Insurance:**

- A. The County shall reimburse the Physician for any additional premiums for general and professional liability insurance to cover the Physician, including malpractice insurance, for the portion of his responsibilities contained in this agreement. The adequacy of the nature, and coverage of any such insurance shall be reviewed by the County and the Physician, and shall be further determined by availability of such insurance.
- B. The County agrees to extend its liability insurance coverage specifically for civil rights suits filed against the medical care provider by inmates of the County Jail.
- C. In the event that an inmate files a lawsuit which also names the County and/or Sheriff, the County's Liability Insurance Provider shall provide reasonable assistance to the Physician's insurance company.

D. It is clearly understood that the provisions in paragraphs **B** and **C** above in no way relieves the Physician from assuring that appropriate professional and malpractice insurances are in place on his behalf, in accordance with paragraph **A**.

**11. Termination:**

Termination of this agreement by the County may be for:

1. Default by the Contractor, or
2. Lack of a further need for the service. Default is defined, as the failure of the contractor to fulfill the obligations of the contract, and in this case, cancellation may be immediate. In the event the County no longer needs the services specified in this contract due to program changes, changes in laws, rules or regulations, relocation of office, or lack of funding, the County shall cancel this contract by giving the contractor written notice of such cancellation *sixty (60)* days prior to the date of cancellation.

**12. Other Employment:**

The Physician shall not be restricted from the engagement of his services as a physician for others apart from the duties contained in the agreement.

**13. Modification:**

No waiver or modification of the duties or covenants contained in the agreement shall be valid unless executed in writing by all parties. The provisions of this paragraph may not be waived except as provided by this paragraph.

**14. Arbitration:**

Any disputes concerning the terms, applications, or interpretations of this agreement shall be resolved by arbitration pursuant to the rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon all parties hereto.

**15. Choice of Law:**

This agreement and its performance shall be construed in accordance with, and governed by, The Laws of the State of Michigan.

**16. Signatories:**

The Signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

**This contract is hereby accepted:**

\_\_\_\_\_  
Daniel S. Bean, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
David May, D.O.

\_\_\_\_\_  
Date

**Inmate Health Service Contract  
Correctional Facility Nurse Contract**

Antrim County Sheriff Department, P.O. Box 568, Bellaire, Michigan 49615

**Department:** Sheriff's Department – Jail Division  
**Contractor:** Jennifer Held, R.N.  
**Address:** 306 Mound Street; Bellaire, MI 49615

Antrim County and the Contractor agree to:

A contract between the County of Antrim ("County") and Jennifer Held ("Nurse") to provide medical services for the inmates of the Antrim County Jail located in Bellaire, Michigan, and operated by the Antrim County Sheriff's Office ("Sheriff's Office") on the terms and conditions herein set forth:

**1. Duration:**

This contract shall remain in existence for the term of 1 year commencing on January 1, 2016 and termination on December 31, 2016, subject to prior termination as provided by the agreement.

**2. Facilities:**

The County shall provide the Nurse sufficient space and office equipment for the Nurse and his/her staff for the purpose of providing inmate nursing care, and shall provide certain medical equipment to the Nurse as required and subject to negotiation and consultation on medical equipment requirements between the parties. The County and the Sheriff's Office shall, at its expense, furnish the Nurse with ordinary janitor and in house messenger service, laundry, gas, heat, water, and electricity for lights and power as may be required. The County shall also, at its expense, keep and maintain in good order and repair, any medical equipment purchased by the County. The nurse shall use no part of the nurse office or other premises at any time for general nursing practice, except to the extent allowed in this contract.

The County shall also purchase, at its expense, medical drugs, prescriptions, and medical supplies, which the Nurse may require.

**3. Personnel:**

The County shall contract directly with the registered nurse, with recommendation and approval of the Sheriff, to assist the Physician in his duties and additional trained personnel as needed to provide the care outlined in this agreement. The Physician exclusively supervises the registered nurse and any additional trained personnel.

**4. Hours of Work:**

On-call availability.  
Cover up to 3 weeks of vacation for full-time nurse.  
On call 24/7 when covering for nurse.  
Work as scheduled one day a month for upkeep and training.  
On-call as needed for full-time nurse and unexpected emergency.  
Monday thru Friday 8:00 AM to 4:00 PM.

**5. Duties / Job Description:**

The nurse shall perform such duties as are customarily performed by a nurse and that are consistent within nursing training.

**6. Compensation:**

The Nurse shall be compensated under the terms of the contract by the County on a bi-weekly basis at a rate of **\$24.00** per hour for 2015 services rendered pursuant to the agreement.

**7. Additional Compensations:**

The County shall reimburse the Nurse for the premium for general and professional liability insurance to cover the Nurse for his/her responsibilities contained in this agreement (\$383.00) The current limits for medical professional liability practice are \$1,000,000.00/\$6,000,000 per year.

**8. Unavailability:**

A 72 hour notice will be given to the full-time nurse.

**9. Other Employment:**

The Nurse shall not be restricted from the engagement of his/her services as a nurse for others, apart from the duties contained in the agreement.

**10. Termination:**

Termination of this agreement by the County may be for:

1. Default by the Contractor, or
2. Lack of a further need for the service. Default is defined, as the failure of the contractor to fulfill the obligations of the contract, and in this case, cancellation may be immediate. In the event the County no longer needs the services specified in this contract due to program changes, changes in laws, rules or regulations, relocation of office, or lack of funding, the County shall cancel this contract by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

**11. Modification:**

No waiver or modification of the duties or covenants contained in the agreement shall be valid unless executed in writing by all parties. The provisions of this paragraph may not be waived except as provided by this paragraph.

**12. Dispute Resolution:**

Any disputes concerning the terms, applications, or interpretations of this agreement shall be resolved by a court of law in Antrim County.

**13. Choice of Law:**

This agreement and its performance shall be construed in accordance with, and governed by, The Laws of the State of Michigan.

**14. Signatories:**

The Signatories warrant that all statements contained in and riders attached to this contract are complete and accurate and that they are empowered to enter into this contract.

**This contract is hereby accepted:**

\_\_\_\_\_  
**Daniel S. Bean, Sheriff**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Jennifer Held, R.N.**

\_\_\_\_\_  
Date

DRAFT

INTEREST NOTIFICATION FORM  
FOR ANTRIM COUNTY APPOINTED BOARDS,  
COMMISSIONS AND COMMITTEES  
As required by its Board of Commissioner Policy  
[www.antrimcounty.org](http://www.antrimcounty.org)

RECEIVED  
Page 16

OCT 28 2015

Name Bob Ferguson Applicant for Economic Development Board

Mailing Address P.O. Box 26 Sellaire, MI 49615

E-mail: BOBFERG2514@GMAIL.COM Contact #'s: 740-602-3198  
(Home) (Cell)

Are you a resident of Antrim County?  Yes  No

Business/Firm/Occupation SHORELINE FRUIT Position DIRECTOR OF OPERATIONS

Work Experience 32 YEARS IN MANAGEMENT OF FOOD PROCESSING FACILITIES.  
SARA LEE, HEINZ, CONAGRA, SHORELINE FRUIT. RESUME AVAILABLE  
UPON REQUEST.

Volunteer Experience/Involvement ROTARY INTERNATIONAL, BIG BROTHER, GRAMMIA  
HILLS

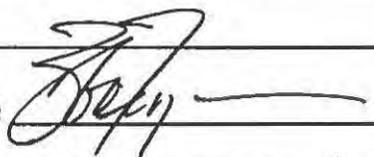
Educational Background ASSOCIATES DEGREE, CRIMINAL JUSTICE - NMC

Briefly state your qualifications for this appointment EXPERIENCE IN PLANT AND BUSINESS  
MANAGEMENT, EXTENSIVE BACKGROUND IN BUILDING & LEVELLING BUDGETS,  
MULTI-MILLION DOLLAR PROJECT MANAGEMENT.

Are you able to attend year-round regularly scheduled meetings? Yes

Do you know of any conflict of interest or any reason you should not receive this appointment?  
No

Have you ever been convicted of, or pled guilty or no contest to, an offense against the law, or are there any felony charges pending against you? If "yes" please explain: No

Signature 

Date 10-25-15

**TUITION REIMBURSEMENT AGREEMENT  
BETWEEN  
ANTRIM COUNTY  
AND  
JULIE WESTON**

This agreement is made between the County of Antrim ("County") and Julie Weston ("Employee") for the purpose of setting the parameters under which the County agrees to reimburse the Employee for courses to be taken toward the pursuit of MAAO (Michigan Advanced Assessing Officer) Level 2 certification through the Michigan Certified Assessing Officer program.

It has been determined to be beneficial to Antrim County to encourage employees to gain a greater understanding of their field of work which also may benefit the County when planning for the future.

1. Antrim County will reimburse the cost of MAAO Level 2 certification for the Employee on a semester by semester basis.
2. The Employee must receive a passing grade for each semester in order to be eligible for tuition reimbursement. Reimbursement will take place upon completion of each semester and receipt of documentation of a passing grade for each semester. Reimbursement will be at full cost for each semester minus a 10% retainage. Reimbursement for the fourth and final semester plus the retainage from each of the previous three semesters will be paid upon official notification that the Employee has attained MAAO Level 2 certification.
3. If the Employee leaves the employment of the County by their own initiative (aside from death or a debilitating illness or injury that renders the employee unable to perform the job) or is discharged for disciplinary reasons, the Employee agrees to pay the County back for the cost of certification consistent with the following schedule:
  - If Employee leaves within two years after the completion of certification – 100%
  - If Employee leaves within four years after the completion of certification – 33%
4. Review of documentation of a passing grade at the end of each semester and approval of payment will be performed by the Equalization Director and the County Administrator.

\_\_\_\_\_  
Michael Crawford, Chairman  
Antrim County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Julie Weston, GIS Technician  
Antrim County Equalization Dept. Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Danell Doucette, Union Steward

Date: \_\_\_\_\_

**Guy, Sheryl**

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**From:** Robert Hauch <rhauch@atrisk.us>  
**Sent:** Monday, November 23, 2015 10:35 AM  
**To:** Guy, Sheryl  
**Cc:** 'Robert Hauch'  
**Subject:** Employee Fidelity Coverage

Hi Sheryl,

I write in response to your questions regarding coverage for employees, volunteers and appointed/elected officials who have committed known prior dishonest acts. MMRMA's Property and Crime Coverage Document states the following in Section 7 – "Blanket Employee Fidelity and Faithful Performance Coverage And Subjects of Coverage", subsection B.1.b... **"Coverage is NOT provided for any loss: (1) caused by any employee if any of the Member's officials or officers, but not those in collusion with the employee, had knowledge of any fraudulent or dishonest act ever committed by the employee;"**

Should you have any additional questions, please give me a call.

Robert C Hauch  
Regional Risk Manager, MMRMA  
866.990.7475  
[rhauch@atrisk.us](mailto:rhauch@atrisk.us)



MICHIGAN MUNICIPAL  
**RISK MANAGEMENT**  
AUTHORITY

November 20, 2015

Ms. Sheryl A. Guys, Clerk  
Antrim County  
203 East Cayuga Street  
PO Box 520  
Bellaire, MI 49615

[guys@antrimcounty.org](mailto:guys@antrimcounty.org)

**RE: Employment Practices Liability – Background Checks / Applicants**

Dear Ms. Guys:

Thank you for contacting me in regards to the issue of persons with known prior felony conviction(s) and employment or volunteer positions with the county.

This review is intended to assist your organization's risk management program, however it may not review or address, all of your organization's exposures. Provided below are several suggested enhancements to the organization's operations. As we discussed, I encourage the county to seek further advice from competent legal counsel who handles employment and labor issues.

May I offer several suggestions for the county;

The county may wish to consider who it wants working for (either employment or volunteer activities) and representing the county. While there was an apparent change in the application from one year to another in which the latter year specifically requested information on convictions, it did not appear that there was a specific prohibition of these individuals. If an application asks a question of this significance, there should be some corresponding policy which addresses the intent and particulars of acceptability.

Having a well-defined policy, which clearly states the intent, to which there is both a corresponding application that the board Commissioners can rely upon, may help to avoid potential problems. Once a policy is in place the county is encouraged to follow the policy consistently as this can assist in defending claims of discrimination.

With the hiring or selecting of a person convicted of a felony, of fraud, the county may in the future find itself more likely to have to defend claims of discrimination should others with similar backgrounds not be hired or selected. There may be situations which minimize or exacerbate the risk exposure to the county, however, there should still be parameters within the county policy which account for same.

As to the coverage implications, I have referred that issue to the Regional Risk Manager who works with the county to address.



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

Attached are several documents which may assist you. Simply double click on the icons below.



employment\_applicat  
ions\_bro\_april\_2012 (



effective\_hiring\_disc  
.pdf

**MMRMA Risk Control and resources available to you:**

MMRMA takes a highly proactive approach to risk control. Our risk consultants specialize in public-entity risk management and we have experts in the fields of law enforcement, fire/EMS, DPS, corrections, parks and recreation, and more. In addition to onsite visits and consultations, MMRMA's risk consultants, working closely with risk control advisory committees, have developed and published a number of resources that are available in the "Members Only" section of MMRMA's website. The website also provides members with a portal to sign up for newsletters, training, and other events. Online calendars provide information for upcoming committee meetings, training, and important deadlines.

In addition to expert risk control assistance, MMRMA supports its members in mitigating loss exposures through Risk Avoidance Program (RAP) grants. Reimbursement is available for specialized equipment, risk reduction initiatives, training, and accreditation programs through an application process. Details regarding this program are available at [www.mmrma.org](http://www.mmrma.org). Please contact MMRMA Risk Control team at any time if you have any questions regarding available services, training, or resources.

If I may assist you now, or in the future, please contact me.

Sincerely,

Stephen J. Tobler, MA, CPP, SHRM-SCP, SPHR, ARM  
Senior Risk Control Consultant

Cc: Mr. Bob Hauch, Regional Risk Manager, MMRMA

# Administration and County Services Committee

David Heeres

Ed Boettcher, Chairman

Laura Stanek

## Minutes - December 16, 2015

Members present: Ed Boettcher, David Heeres, Laura Stanek

Members absent: None

Others present: Mike Crawford, Pete Garwood

### **1. Meeting was called to order at 10:00 a.m. by Chairman Ed Boettcher.**

### **2. Public Comment**

None.

### **3. Equalization Clerk Position**

The Committee, through consensus, determined that none of the three applicants scheduled for interview were qualified for the preferred Clerk I position, as they lacked the Michigan Certified Assessing Technician (MCAT) certification and the Michigan Certified Assessing Officer (MCAO or Level 2) certification. Thus, all three applicants will be interviewed to fill a Clerk II position, but will be told that the position could be increased to a Clerk I if they engage in the appropriate classes and obtain the Level II certification.

The Committee interviewed three applicants: Crystal Eckert, Justin Antaya, and Evelyn Derenzy.

Because Polly Cairns, Equalization Director, was unable to participate in the interviews, the Committee decided as a part of the pre-employment requirements, the applicants chosen by the Committee would have to be approved by Ms. Cairns. If Ms. Cairns does not approve the top candidate chosen by the Committee, she will have the authority to interview and choose the alternate candidate for the position. In the event Ms. Cairns is not in favor of hiring either candidate the Committee will meet again.

**Motion by Dave Heeres, seconded by Laura Stanek, to hire Evelyn Derenzy for the Equalization Department Clerk II position and if Ms. Derenzy doesn't accept the position or doesn't pass the pre-employment requirements (including an interview by Ms. Cairns), the position is to be offered to Justin Antaya, also subject to the pre-employment requirements (including an interview by Ms. Cairns). Motion carried – unanimous.**

Meeting adjourned at 12:18 p.m.